

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

Brett Felber,)	
Complainant,)	
)	
vs.)	Case No: EC-2019-0121
)	
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 states as follows.

Procedural Background

1. On November 1, 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]*** (the “Premises”).

2. On November 2, 2018, the Commission issued an order that Ameren Missouri file an answer to the Complaint no later than December 3, 2018, and that Staff file its report no later than December 17, 2018.

Answer

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

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

5. 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.

6. The Company admits the allegations of paragraph 3 of the Complaint.

7. The Company admits the allegations of paragraph 4.

8. In answer to paragraph 5, the Company admits that the amount Complainant has placed at issue in this Complaint is ***\$█.█ plus taxes***, but denies that Complainant was overbilled any amount.

9. 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.

10. In answer to paragraph 7, the Company admits that Complainant brought his concern that he is being double-billed and that he has overpaid for service and is entitled to a credit on his account to the attention of Company personnel on October 31, 2018, but denies the remaining allegations of paragraph 7.

11. In answer to paragraph 8, the Company admits that Complainant contacted the Company on October 31, 2018 to present the matters alleged in the Complaint to the Company, and discussed the matters with a Company customer care advisor named Katie, a second Company customer care advisor, and a Company customer care leader. The Company denies the allegation that a Company representative with whom Complainant spoke, “refused to allow [Complainant] to dispute the amount” and the allegation that the Company has violated Complainant’s rights under 4 CSR 240-13.045 to register a dispute. In further answer to paragraph 8, the Company states that Complainant did dispute the matter with these three Company representatives during his October 31, 2018 calls to the Company. The Company denies that it erred in billing Complainant for service, that he has been double-billed, and that he has overpaid for the service. The Company denies the remaining allegation of paragraph 8, as stated.

Affirmative Defenses

12. Complainant alleges that his “service periods overlap each other on the end and first date” and implies that this is somehow improper and lead to over- or double-billing. However, as the Company has explained to the Complainant, these are merely the dates upon which the meter is read in order to obtain the customer’s actual usage. During a billing period, the customer is not billed for usage occurring *before* the meter read on the first date of the billing period, and is not billed for usage occurring *after* the meter read on the last date of the billing period. Accordingly, it is not improper for the end date of one bill statement to serve as the beginning date of the next bill statement and does not result in any billing error. This practice comports with 4 CSR 240-13.020(9)(A), which requires, “[e]very bill for residential utility

service shall clearly state...[t]he beginning and ending meter readings of the billing period *and the dates of these readings*[.]” (emphasis added). In the line of its bill statement that reads, “Electric Service from XX/XX/XXXX – XX/XX/XXXX,” the first date is the date of the meter reading at the beginning of the period, and the second (later) date shown is the date of the meter reading at the end of the period. The Company’s residential electric service meters do not reset to zero after being read each billing period, but rather, like an odometer on a vehicle, record cumulative kWh usage (until they roll over or are manually reset). As a result, the Company uses the ending meter reading for the prior period as the beginning meter reading for the current period in order to reflect what the cumulative kWh reading was when the current period began. For that reason, the last date of a prior billing period will also serve as the first date of the current billing period. While this may cause the ending and beginning dates of successive billing periods to be the same, this does not cause any over- or double-billing. This is because the usage for which the customer is billed for a current billing period will be the *difference* between the cumulative kWhs registered on the meter at the end of a current billing period and the cumulative kWhs registered on the meter at the end of the prior billing period. Because the prior period ending/current period beginning meter reading is subtracted from the current period ending meter reading, in a current billing period the customer is *not* billed for any kWhs of service used, recorded by the meter during, and already billed to the customer for the prior billing period. In this respect, the Company’s billing statements and billing practice also complies with 4 CSR 240-13.020(2), which requires billing statements rendered by a utility to be “computed on the actual usage during the billing period[.]”

13. Complainant also alleges that Company personnel violated 4 CSR 240-13.045(1) and (2), as well as 4 CSR 240-13.020, because they “wouldn’t allow [him] to dispute the matter...[.]” 4 CSR 240-13.020 concerns billing and payment standards, not disputes. Subsection (1) of 4 CSR 240-13.045 does involve disputes, but imposes an obligation only on the *customer*:

A customer shall advise a utility that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to the utility during normal business hours. A dispute must be registered with the utility at least twenty-four (24) hours prior to the date of a proposed discontinuance of service as provided by these rules.

The Company notes that Complainant's service was not in threat of discontinuance on October 31, 2018 and therefore it is not clear that 4 CSR 240-13.045, which applies when a customer disputes a portion of his bill and wishes to avoid discontinuance of service for his nonpayment of a portion of his bill related to the dispute, is applicable at all. Assuming the rule (or possibly only subsections (2), (5), (6), (8) and (9) thereof, which do not reference discontinuance of service) is/are applicable even if there is no threatened discontinuance of service, if a customer registers a dispute as provided in subsection (1), then subsection (2) imposes an obligation on the *utility*. Once advised by the customer that all or part of a charge is in dispute, the utility must:

Record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

14. When Complainant first called the Company on October 31, 2018 to advise the Company that he disputed certain charges, based on his belief that he was being over- or double-billed for service already billed to him during a prior period, the Company complied with 4 CSR 240-13.045(2). When the Company customer care advisor answered Complainant's call, a record was automatically made in the Company's Customer Service System (CSS) that included the date, time and the fact Complainant made contact with the Company over the telephone. After asking how she could help Complainant, and listening to him describe the dates shown on his billing statement, the advisor determined, and confirmed with Complainant that he had concerns with his billing cycle. He stated his concern that he thought he was being double-billed for the first and last date of each cycle. She then explained the timing of when meters are read, and that he was not being double-billed, even though a date might appear as the end date of one bill statement and the beginning date of the next. He asked if his bill could be adjusted not to read that way. She told him unfortunately it could not, because of the accounting or billing programs used by the Company. He became agitated, cut her off during her explanation, and talked over her, saying, 'I get it, it's Ameren, hey, you got a Public Service Commission that sides with them, and I'm pretty sure if I entrusted this to them, they'd side with you, side with you even though I'm technically getting billed...I'm being double-charged[.]' The representative asked if there was anything else she could help him with. Rather than bring up another concern, or state that he would like to continue discussing his billing cycle concern, he accused her of not wanting to help him with his concern. She advised him to call back when he was calmer, and disconnected the call.

15. When Complainant called the Company a second time on October 31, 2018, the Company complied with 4 CSR 240-13.045(2). By answering the call, a record was automatically made in the Company's Customer Service System that included the date, time and the fact that Complainant made contact with the Company over the telephone. During the call, which lasted nearly an hour, the advisor attempted repeatedly to investigate the complaint promptly and thoroughly and to resolve the dispute in a manner that would satisfy both parties—even if not the exact resolution that Complainant desired. The advisor asked what she could help with, and after he explained his double-billing concern, she stated she understood how he could have that concern. She pulled up and reviewed the notes from his prior calls to the Company. When she tried to review those notes with him, he became upset, said, "it's clear to me you don't want to listen" and told her he would do "what I'm required to do by law," announced that he would go to the Commission, and stated, "and I will drag it out as long as I can." Then he stated the exact dates for which he believed he was double-billed, and demanded a credit. When the advisor attempted to speak with him, he continually interrupted her, and accused her of calling him a liar. She continued to try to discuss the details of his bill statements with him, but explained that it was difficult to do so when he interrupted her. She confirmed his right to contact the Commission, and offered to provide its phone number. She explained that she could not provide a credit for the dates he was concerned with because he was not being double-billed for those dates. He again stated that the Commission would "side with you guys" and accused the Company of "going behind back doors." He again stated his dissatisfaction with the billing cycles and the beginning and ending statement dates. When he characterized his comments as "suggestions for the suggestion box" the advisor noted that she could definitely pass his suggestions along to her supervisor, although she herself could not change the dates reflected on his bills. He then asserted that per the Commission's rules, the Company had to look into his dispute and a supervisor had to contact him back in four days to state whether he was entitled to a credit. She asked if he would like to speak to a supervisor right then. He started to list the amounts by which he felt he was overcharged. She asked him to explain how he was calculating those amounts, and they each looked at a certain bill statement at the same time to understand how he was calculating the alleged overcharges. He calculated a daily average charge for his bill, and asserted that that was the amount by which he had been overcharged on that bill. She explained that he would need to look instead at the *actual* usage for a given day to determine

what he should have been charged for that day, because the Company charges for actual usage. After additional discussion, the advisor transferred Complainant to a leader (similar to a supervisor). He first discussed his disappointment with the customer service process. Then he discussed his displeasure with his bill due date fluctuation. The leader explained why the billing window varies a little each billing cycle. His repeated response was, “whatever, it’s whatever.” Then he discussed his displeasure with having been assessed a deposit. Then he discussed the overlap in bill dates, and his belief that he is being overcharged or billed twice. The leader listened as Complainant talked continuously for more than 5 minutes. When he eventually paused, she advised that he is not being overbilled, and offered to look over a specific bill statement with him. She explained his 10/01/18 statement, identified the total kWhs reflected on that bill and the next, and explained how the prior statement’s reading is *subtracted* from the next statement, which assures that he is not being overbilled. He stated his belief that the bills are complex and the billing periods should be more like his cell phone bill or credit card bill. The leader expressed her understanding for why he felt that way, but explained that this bill is different than a cell phone bill or credit card bill in that the bill is based on kilowatts registered on a meter, requiring that the bills go from one meter reading of kWhs to the next, in order to bill correctly. He stated his belief that having the previous reading on a bill is somehow incorrect, and that the beginning date on a bill should be the day after the date stated on his bill. He also disputed that there could be a daily usage reading at all because of his belief that kilowatt hour usage changes “every 5 seconds.” She offered to show him that he was not “being billed extra” as he asserted. She went through the math for how a given bill was calculated. She also offered assurances that the Company is heavily regulated by, “many entities making sure we are doing our business right.” He again stated his belief that, “the Public Service Commission thinks you are wonderful.” He restated his disagreement with the way the bill statements read, but noted, “but now, if you changed your bills to say whatever, I would probably more or less agree with it. Maybe it’s me being picky. So my best bet is to argue it with the Public Service Commission?” The leader agreed that if he wanted his bill to read differently, or the wording to be different, that is who he should call, but as to his actual charges, mathematically, his bills are correct, and he is not being billed more than once for any kilowatt of electricity that he uses. She offered him the number for the Commission, said she would note his account, and asked if there was another matter he would like to discuss. He again raised his disagreement with the way his bill statement

is worded, and offered his suggestion that the statement be changed so that the beginning date stated be the next date.

16. 4 CSR 240-13.045(2) does not require that the utility be successful in resolving the dispute, but rather that the utility *attempt* to resolve the dispute in a manner satisfactory to both parties. Company representatives attempted to resolve the dispute by trying to help Complainant understand his billing statements and how the amounts due were calculated, to see that he was not being overcharged. Unfortunately, they were unsuccessful, but that does not mean the Company violated the cited rule.

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 3rd day of December, 2018.

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