

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

Jimmie E. Small,	)	
Complainant,	)	
	)	
vs.	)	Case No: EC-2012-0050
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

**RESPONSE TO AMENDED ALLEGATIONS**

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Response to Amended Allegations filed in this proceeding, states as follows:

1. On August 15, 2011, Mr. Jimmie E. Small, with a residence address of 606 West Highway #2, Milton, Iowa 52570 (Complainant) and a service address of 23 Lake Road Ct., 23067 Potter Trail, Kirksville, MO 63501, initiated this proceeding against the Company.
2. On October 25, 2012, Complainant filed a Motion for Order (the “Motion”), raising for the first time an allegation that his electric service at the above service address was disconnected in 2008 in violation of the Cold Weather Rule, 4 CSR 240-13.055.
3. On October 29, 2012, the Commission denied that portion of Complainant’s Motion that the Commission determined was a motion for reconsideration of its March 14, 2012 Order denying his request for summary determination of his Complaint. In its October 29, 2012 Order, the Commission determined that Complainant’s allegation against the Company in his Motion regarding the Cold Weather Rule constituted a motion to amend his Complaint to allege that the Company violated the Cold Weather Rule when it disconnected his electric in 2008. The Commission granted said motion to amend, and also granted the Company an opportunity to respond to the more specific allegations, by November 28, 2012.
4. This Response to Amended Allegations is a response only to the allegation that the Company violated the Cold Weather Rule during 2006-2008 when it disconnected Complainant’s electric utility service. To the extent relevant to Complainant’s Cold Weather

Rule violation allegation or his allegation that the Company falsified documentation of his electric service account records, the Company hereby incorporates by reference its Answer to Complainant's original Complaint in this Case, which Answer was filed September 13, 2011. Any other allegation contained in Complainant's Motion that is not specifically admitted herein by the Company should be considered denied.

5. References hereafter to numbered paragraphs refer to the numbered paragraphs of Complainant's Motion.

6. Ameren Missouri denies the allegations of paragraph 15 of the Motion. In further answer, Ameren Missouri states that Form 4425NS, a copy which Complainant has attached to the Motion at page 31, was used by the Company to provide information to Ameren's utility service customers about the Commission's Cold Weather Rule, 4 CSR 240-13.055 and the general terms and conditions under which its customers may enter into Cold Weather Rule payment plans, but that providing said form to Complainant could not and did not create a Cold Weather Rule payment plan with Complainant, and that Complainant in fact did not enter into a Cold Weather Rule payment agreement with the Company at any time between November 1, 2006 and March 31, 2007.

7. Ameren Missouri admits the allegation of paragraph 16 of the Motion.

8. Ameren Missouri denies the allegations of paragraph 17 of the Motion. In further answer, Ameren Missouri states that Complainant's electric utility service at Lot #23, 23067 Potter Trail, Kirksville, Missouri was not disconnected on January 14, 2008, but rather was disconnected on April 14, 2008, and to clarify, offers the following brief chronology:

- a. As of January 14, 2008, the total bill due from Complainant was \$\*\*\*.\*\*.
- b. On January 31, 2008, the Company billed Complainant for a prior delinquent balance of \$\*\*\*.\*\*, current charges of \$\*\*\*.\*\* and late pay charges of \$.\*\* (totaling \$\*\*\*.\*\*). On January 31, 2008 and February 5, 2008, the Company also mailed disconnect notices to Complainant, advising Complainant that unless the then \$\*\*\*.\*\* delinquent balance was paid, his service would be disconnected for nonpayment on or after February 15, 2008. Although Complainant made no payments, his service was not disconnected because the order to cut his service became void before service could be cut.
- c. On February 29, 2008, the Company billed Complainant for a prior delinquent balance of \$\*\*\*.\*\*, current charges of \$\*\*\*.\*\*, and late pay charges of \$.\*\* (totaling \$\*\*\*.\*\*).

d. On April 1, 2008, the Company billed Complainant for a prior delinquent balance of \$\*\*\*.\*\*, current charges of \$\*\*.\*\* and late pay charges of \$\*\*.\*\* (totaling \$\*\*\*.\*\*). On March 26, 2008 and March 31, 2008, the Company mailed disconnect notices to Complainant, advising Complainant that unless the then \$\*\*\*.\*\* delinquent balance was paid, his service would be disconnected for nonpayment on or after April 10, 2008.

e. Complainant failed to make the required payment and his service was disconnected on April 14, 2008.

9. Ameren Missouri admits it mailed a disconnect notice which reads as provided in paragraph 18 of the Motion. Ameren Missouri denies the remaining allegations of paragraph 18 of the Motion. To clarify the time period to which said notice applied, the Company offers the following brief chronology:

a. As of January 12, 2007, the total bill due from Complainant was \$\*\*\*.\*\*. On January 26, 2007 the Company received a payment of \$\*\*.\*\*, leaving a balance of \$\*\*\*.\*\* due.

b. On January 30, 2007, the Company billed Complainant for a prior delinquent balance of \$\*\*\*.\*\*, current charges of \$\*\*\*.\*\* and late pay charges of \$\*\*.\*\* (totaling \$\*\*\*.\*\*). On January 31, 2007 and February 5, 2007, the Company also mailed disconnect notices to Complainant, advising Complainant that unless the then \$\*\*\*.\*\* delinquent balance was paid, his service would be disconnected for nonpayment on or after February 15, 2007. Although Complainant made no payments, his service was not disconnected because the order to cut his service was voided due to a new amount that entered collections during that time period.

c. On February 28, 2007, the Company billed Complainant for a prior delinquent balance of \$\*\*\*.\*\*, current charges of \$\*\*\*.\*\*, and late pay charges of \$\*\*.\*\* (totaling \$\*\*\*.\*\*). On March 8, 2007, the Company received a payment in the amount of \$\*\*.\*\*.

d. On March 29, 2007, the Company billed Complainant for a prior delinquent balance of \$\*\*\*.\*\*, current charges of \$\*\*.\*\* and late pay charges of \$\*\*.\*\* (totaling \$\*\*\*.\*\*). On March 29, 2007 and April 3, 2007, the Company mailed disconnect notices to Complainant, advising Complainant that unless the then \$\*\*\*.\*\* delinquent balance was paid, his service would be disconnected for nonpayment on or after April 16, 2007.

e. Complainant failed to make the required payment and his service was disconnected on April 17, 2007.

f. On April 19, 2007 the Company received a \$\*\*\*\*.\*\* payment from Complainant. On April 25, 2007, a final bill in the amount of \$\*\*\*\*.\*\* (\$\*\*\*\*.\*\* minus the \$\*\*\*\*.\*\* payment plus \$\*\*.\*\* for utility service from March 28, 2007 through April 17, 2007) was mailed to Complainant.

10. Ameren Missouri denies the allegations of paragraph 19 of the Motion.

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order denying Complaint's requests for relief.

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

**Attorney for Ameren Missouri**

By: /s/ Wendy K. Tatro  
**Wendy K. Tatro**, # 60261  
Associate General Counsel  
Ameren Services Company  
P.O. Box 66149  
St. Louis, MO 63166-6149  
(314) 554-3484 (phone)  
(314) 554-4014 (fax)  
[AmerenMOService@ameren.com](mailto:AmerenMOService@ameren.com)

## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Response to Amended Allegations was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 28<sup>th</sup> day of November, 2012.

Nathan Williams  
Deputy General Counsel  
Missouri Public Service Commission  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
Nathan.williams@psc.mo.gov

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

Jimmie E. Small  
Complainant  
606 West Highway #2  
Milton, IA 52570

/s/ Sarah E. Giboney  
Sarah E. Giboney