

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

Marlyn Young,)	
)	
Complainant,)	
)	
v.)	Case No. EC-2006-0283
)	
Union Electric Company,)	
d/b/a AmerenUE,)	
)	
Respondent.)	

AMERENUE’S REPLY TO COMPLAINANT’S RESPONSE

COMES NOW Union Electric Company d/b/a AmerenUE (AmerenUE or Company), and for its Reply to Complainant’s Objection and Response to Dismissal of Complaint Against Ameren Union Electric (Response), filed in this proceeding on April 24, 2006, states as follows:

HISTORY

1. On January 3, 2006, Mr. Marlyn Young of 2437 Wieck Drive, St. Louis, Missouri 63136 (Complainant) initiated this proceeding by filing a Complaint against AmerenUE.
2. On February 2, 2006, AmerenUE filed its Answer to Mr. Young’s complaint.
3. On March 24, 2006, Staff filed its Report, which indicated that its investigation into the Complaint showed that “it does not appear that AmerenUE is in violation of its tariff or Commission rules” and recommended that the Commission dismiss the complaint case.
4. On April 24, 2006, Mr. Young filed his Response, in which he argued that AmerenUE has failed to return deposits and billed him for service for which he was not responsible. AmerenUE will attempt to answer each of Mr. Young’s allegations, although this task is made more difficult by the fact that many of Mr. Young’s allegations are repeated in more

than one paragraph. To make this Reply easier to follow, AmerenUE will reply to each paragraph of Mr. Young's Response in order.

REPLY TO MR. YOUNG'S ALLEGATIONS

5. Before addressing the substance of the allegations set forth by Mr. Young, it may be helpful to list the dates of Mr. Young's accounts at AmerenUE, as the number of accounts involved in this dispute may contribute to the confusion in this case.

- a. Account [REDACTED] for service at 9414 Eastchester Drive was opened on December 11, 1998 and closed on May 15, 2003. Later, the Company removed the charges incurred on this account between January 17, 2003 and May 15, 2003.
- b. Account [REDACTED] for service at 2629 Terrace Lane was opened on December 11, 1999 and closed on October 20, 2003.
- c. Account [REDACTED] for service at 8831 May was opened on October 21, 2003 and was closed on August 24, 2005.
- d. Account [REDACTED] was a second account for service at 8831 May. This account was opened on August 24, 2005 and was closed on January 18, 2006.

There are two accounts currently open on which Mr. Young is listed as the customer of record – 2437 Wieck Drive and 211 Coburg Drive – but the amounts on those accounts do not appear to be disputed by Mr. Young in this case.

PARAGRAPH ONE

6. In paragraph one of his Response, Mr. Young alleges that AmerenUE collected deposits in the amount of \$[REDACTED] and that these amounts were not addressed in the Staff's report.

7. Initially, it should be pointed out that Mr. Young does not indicate the date(s) on which the \$[REDACTED] deposit to which he refers was paid. AmerenUE's records do not show receipt of a deposit in the amount of \$[REDACTED].

8. AmerenUE's records show the following deposit entries in Mr. Young's various accounts:

- a. A deposit in the amount of \$[REDACTED] was requested on the account for 9414 Eastchester Drive in May of 1999. The deposit and interest, totaling \$[REDACTED], was applied to the account in April of 2001.
- b. A deposit in the amount of \$[REDACTED] was billed in three installments (August, September and October of 2002) on the account for 2629 Terrace Lane. The deposit and interest, totaling \$[REDACTED], was applied to the account in October of 2003.
- c. A deposit in the amount of \$[REDACTED] was billed on the account for 8831 May in five monthly installments (May, June, July, August and September of 2004). The deposit plus interest, totaling \$[REDACTED], was applied to the account in August of 2005.
- d. A deposit in the amount \$[REDACTED] was requested December 1, 2005 on the account for 8831 May. This deposit was canceled on December 21, 2005 in response to Complainant's concerns about the amount of the deposit

requested. AmerenUE lowered its deposit request to \$[REDACTED], two times the Complainant's bill. No amount of the requested deposit was collected.

The deposit was canceled on January 18, 2006.

Attachment 1 to this Reply is documentation of these transactions.

PARAGRAPH TWO

9. In paragraph two of his Response, Mr. Young alleges that he did not take possession of 2629 Terrace Lane until October of 2001. Mr. Young failed to attach any documentation to support this claim.

10. The account at 2629 Terrace Lane was opened in the name of Marlyn Young on May 11, 1999.

11. Further, AmerenUE had contact from Mr. Young about this account prior to October of 2001. This contact refutes Mr. Young's allegation that he is not responsible for usage at this location between May of 1999 and October of 2001.

- a. Notes from AmerenUE's Customer Service Department dated September 28, 1999 at 2:23 p.m. indicate that Mr. Young called to inquire about the status of the service.
- b. Payments were received beginning March 8, 2000 on this account and AmerenUE received an insufficient funds check dated May 5, 2000, signed by Mr. Young with the account number for 2629 Terrace Lane written on the check in the memo section.
- c. Finally, AmerenUE's Customer Service records shows a contact noted on the account on October 4, 2000, where AmerenUE reviewed the bills and

payments on this account at the request of Mr. Young to assist him in tracing a \$[REDACTED] payment on this account.

Attachment 2 to this Reply is documentation of these transactions.

PARAGRAPH THREE

12. In paragraph three of his Response, Mr. Young alleges that he was awarded a judgment in the amount of \$316.00 by the Small Claims Division of the Circuit Court of St. Louis County. Additionally, he claims to have had a zero balance for services on his account at 9414 Eastchester Drive as of December 29, 2002. Mr. Young attached, as Exhibit A to his response, a copy of the Small Claims Court petition he filed on July 14, 2005. This exhibit included only the petition; it did not include the judgment issued in 2005.

13. In the Answer of AmerenUE, filed in this proceeding on February 2, 2006, the Company admitted the judgment and stated that it was paid into the Circuit Court on November 10, 2005. A copy of the check was attached to its Answer.

14. However, Mr. Young's statement that he had a zero balance on December 29, 2002 is incorrect. Attachment 3 to his Response is a Statement of Account from AmerenUE which shows outstanding charges in the amounts of \$[REDACTED] and \$[REDACTED] as of December 29, 2002.

15. Additionally, the history of the account shows that Mr. Young could not have had a zero balance on the account, as the account was still subject to a payment plan. In fact, Mr. Young entered into two payment agreements on the account at 9414 Eastchester. The first payment agreement was entered into on June 30, 2002 for a total of \$[REDACTED]. Mr. Young paid \$[REDACTED] on July 9, 2002 and the remaining \$[REDACTED] was to be billed in 12 monthly installments (11 months at \$[REDACTED] and one month at \$[REDACTED]). Mr. Young paid \$[REDACTED] on July 10, 2002,

which was applied to the balance. Five installments of \$[REDACTED] were billed on July 30, August 28, September 29, October 28 and November 26 of 2002. This payment plan was not completed.

16. The second payment agreement was entered into on December 2, 2002 to pay an amount due of \$[REDACTED]. Mr. Young paid \$[REDACTED] on December 10, 2002 and the balance of \$[REDACTED] was to be billed in 11 monthly installments (10 months at \$[REDACTED] and one month at \$[REDACTED]). Five installments of \$[REDACTED] were billed on December 29, 2002, January 17, February 26, March 27 and April 27 of 2003. The account was closed on May 13, 2003, before the final installments were billed. The final bill for 9414 Eastchester was \$[REDACTED]. This final bill was transferred to the 2629 Terrace Lane account.

17. As stated in its Answer, the Company received eviction papers showing that Mr. Young was removed from the residence at 9414 Eastchester as of January 17, 2003. AmerenUE adjusted the account balance accordingly, resulting in a credit of \$[REDACTED] to Mr. Young's bill, which was applied to his account at 8831 May, as his previous accounts at 9414 Eastchester and 2629 Terrace Lane were already closed. Attachment 3 to this Reply is documentation of these transactions.

PARAGRAPH FOUR

18. Paragraph four of Mr. Young's Response alleges that he was charged for services from January through June of 2003 but that he did not live at the 9414 Eastchester location during that time.

19. As stated in paragraph 17, AmerenUE issued a final bill on the 9414 Eastchester account in the amount of \$[REDACTED] and this balance was transferred to 2629 Terrace Lane. However, after receiving documentation of Mr. Young's eviction from the property at 9414 Eastchester, the Company cancelled the bills for service between January 17, 2003 and June 15,

2003. This credit, in the amount of \$[REDACTED], was applied to the 8831 May account on December 17, 2003, because Mr. Young's previous accounts at 9414 Eastchester and 2629 Terrace Lane had already been closed.

PARAGRAPH FIVE

20. Paragraph five of Mr. Young's Response states that his final bill at 2629 Terrace Lane should have been \$[REDACTED] instead of the \$[REDACTED] shown in the Staff's report, as he was improperly billed \$[REDACTED] on August 20, 2003.

21. The final bill for the 2629 Terrace Lane account was \$[REDACTED] on October 20, 2003. Prior to this final bill, AmerenUE had transferred a final bill from an account at 2537 Tyrell Drive in the amount of \$[REDACTED]. Mr. Young was listed as the customer of record on the 2537 Tyrell Drive account. On September 25, 2003, Mr. Young contacted the Company and stated that he had allowed a tenant to obtain service in his name at 2537 Tyrell Drive until she could obtain employment. Based on this information, AmerenUE reversed the \$[REDACTED] charge. This reversal occurred prior to the final bill date. Accordingly, the \$[REDACTED] final bill amount was correct and already had the \$[REDACTED] transfer removed from it. Attachment 4 to this Reply is documentation of these transactions.

PARAGRAPH SIX

22. Paragraph six of Mr. Young's Response is correct; AmerenUE did transfer a final bill of \$[REDACTED] from 2629 Terrace Lane on October 20, 2003. As explained in paragraph 20 above, this transfer to 8831 May was a correct transfer.

PARAGRAPH SEVEN

23. In paragraph seven of his Response, Mr. Young alleges that AmerenUE billed him for services at 2629 Terrace Lane after he had vacated the property. Further, he states that

the Company wrongly transferred \$ [REDACTED], \$ [REDACTED] and \$ [REDACTED] to his account and that he did not receive his deposit back.

24. See paragraph seven above for a discussion about Mr. Young's deposits and how they were properly credited to his account.

25. The account at 2629 Terrace Lane was billed \$ [REDACTED] for service between October 2, 2003 and October 20, 2003. The \$ [REDACTED] final bill from 2629 Terrace Lane was then transferred to 8831 May on November 18, 2003. The \$ [REDACTED] final bill did include the \$ [REDACTED] bill from 9414 Eastchester Drive. The \$ [REDACTED] credit was given on December 17, 2003 and was applied to the open account at that time, 8831 May. Further the \$ [REDACTED] bill from 2537 Tyrell Drive had been reversed prior to the final bill issuance on the 2629 Terrace Lane account. See paragraph 21 above. Attachment 5 to this Reply is documentation of these transactions.

PARAGRAPH EIGHT

26. In paragraph eight of Mr. Young's Response, he alleges payment(s) totaling \$ [REDACTED] and that the payment(s) were never credited to his accounts.

27. The documentation provided by Mr. Young in Attachment C does not show a payment or payments totaling \$ [REDACTED] and so the Company cannot address this claim.

PARAGRAPH NINE

28. In paragraph nine, Mr. Young alleges that AmerenUE reinstated an old debt from 9414 Eastchester Drive and that he did not reside at the property during that time.

29. See paragraph 16 above for a discussion about the removal of bills for service between January 17, 2005 and May 15, 2005.

PARAGRAPH TEN

30. In paragraph ten of Mr. Young's Response, he states that he was billed \$ [REDACTED] for service at 2629 Terrace Lane and \$ [REDACTED] for current charges at 8831 May. He entered into a payment plan and made an initial payment of \$ [REDACTED] and a later payment of \$ [REDACTED]. Mr. Young alleges that he did not receive credit for the \$ [REDACTED] payment and that he finished his payment plan on July 15, 2005 and moved from 8831 May on August 9, 2005.

31. The payments of \$ [REDACTED] and \$ [REDACTED] were applied to the 8831 May account on April 2, 2004.

32. Mr. Young entered into three payment arrangements on the 8831 May account.

- a. The first payment arrangement was entered into on April 1, 2004 on a balance of \$ [REDACTED] and required the initial payment of \$ [REDACTED] with the remaining \$ [REDACTED] to be paid in 12 monthly installments (11 payments of \$ [REDACTED] and one payment of \$ [REDACTED]).
- b. The second payment arrangement was entered into on May 17, 2004 on an amount of \$ [REDACTED]. This arrangement required an initial payment of \$ [REDACTED] with the remaining \$ [REDACTED] to be paid in 10 monthly installments (nine payments of \$ [REDACTED] and one payment of \$ [REDACTED]).
- c. The third pay arrangement was entered into on November 17, 2004 on an amount of \$ [REDACTED]. The initial payment required was \$ [REDACTED] with the remaining \$ [REDACTED] to be paid in five monthly installments (four payments of \$ [REDACTED] and one payment of \$ [REDACTED]).

33. The account at 8831 May was closed by the Company on August 24, 2005 with a final bill of \$[REDACTED]. A payment of \$[REDACTED] was received on September 2, 2005, which reduced the amount owed to \$[REDACTED].

34. A new account at 8831 May was opened on August 24, 2005 by the Company in an attempt to clarify the account history before and after the Small Claims Court judgment. The \$[REDACTED] balance from the first 8831 May account was transferred to the second May account on September 12, 2005. On January 18, 2006, the second May account was closed at the request of Mr. Young. For simplicity's sake, the Company decided to treat this account as if no service had been taken after August 24, 2005 and so all bills issued for service after August 24, 2005 were cancelled. These amounts were not transferred to any account of Mr. Young.

35. The remaining balance of \$[REDACTED] was transferred back to the original 8831 May account. Attachment 6 to this Reply is documentation of these transactions.

PARAGRAPH ELEVEN

36. In paragraph eleven of Mr. Young's Response, he alleges that he did not take service at 8831 May after August 9, 2005. He also states that he made a payment of \$[REDACTED] and received a credit in the amount of \$[REDACTED].

37. Mr. Young's bill dated September 2, 2005 on the account at 8831 May contained a prior balance of \$[REDACTED] and a credit of \$[REDACTED] (for the application of a \$[REDACTED] deposit and \$[REDACTED] of interest) to the account. This left \$[REDACTED] due and owing. After this bill was issued, a payment of \$[REDACTED] was made by Mr. Young and applied to his account, leaving an amount due of \$[REDACTED]. Attachment 7 to this Reply is documentation of these transactions.

PARAGRAPH TWELVE

38. In paragraph twelve of Mr. Young's Response, he asks for copies of the actual bills for his accounts. AmerenUE does not maintain copies of actual bills, however, the attachments included with this Reply include print-outs from AmerenUE's billing system as well as summaries prepared from and based upon those print-outs to aid in tracking through this Complaint.

39. AmerenUE requests that the Commission act promptly in resolving this dispute, as Mr. Young's balance owed continues to increase. Because of this dispute, the Company has not taken action on Mr. Young's current account, which is behind. Mr. Young currently owes \$[REDACTED] for his account at 2437 Wieck Drive. Additionally, Mr. Young opened a new account at 211 Coburg Drive on April 16, 2006.

40. AmerenUE believes that it has at all times acted properly and has adjusted Complainant's account when appropriate. AmerenUE does not believe that it owes Complainant any money in either overcharges or deposits and asks the Commission find that this Complaint is without merit.

WHEREFORE, AmerenUE respectfully requests that the Commission issue its order finding the Complaint to be without merit and dismissing it.

Respectfully submitted,

UNION ELECTRIC COMPANY,
d/b/a AmerenUE

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Dated: May 4, 2006

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Entry of Appearance was served via electronic filing and electronic mail (e-mail) or via regular mail on this 4th day of May, 2006, to:

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