

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

Charles A. Harter,)	
Complainant,)	
)	
vs.)	Case No: EC-2013-0491
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

RESPONSE TO PLEADING

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

1. May 7, 2013, Mr. Charles A. Harter, with a residence address and service address of 827 S. Sappington, St. Louis, Missouri 63126, initiated Complaint EC-2013-0491 (the “Complaint”).
2. On August 29, 2013, Complainant filed another pleading captioned “Complaint” (herein, the “Pleading”). The Commission filed the Pleading in the pending Complaint (under case number EC-2013-0491). By its Order Directing Filing dated August 29th, 2013, the Commission ordered the Company to respond to the Pleading specifically stating whether the Company is seeking disconnection of Complainant’s service and if so, how its actions are in accordance with 4 CSR 240-13.070(6).
3. The Company states that Complainant’s electric utility service *is* currently in threat of disconnection.
4. The Complaint involves a dispute about whether Complainant violated a Cold Weather Rule Payment agreement (“CWR PAG”) and whether Complainant is entitled to have the agreement reinstated. On April 30, 2013, Complainant filed an informal complaint. On May 1, 2013, after investigation, Staff investigated and then informed Complainant that the Company had not violated any rules. On May 3, 2013, after his informal complaint was closed and *prior* to the time Complainant filed his Complaint, Complainant voluntarily accepted the Company’s offer to enter into a non-Cold Weather Rule payment agreement.

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5. The new agreement permitted him to pay his then current \$***.** account balance (which included the defaulted CWR PAG amount) by making one \$***.** payment and dividing the remaining \$***.** into three monthly installments. Complainant made the \$***.** payment on May 3, 2013. During June, the first month of the new arrangement, Complainant failed to pay the full amount of his bill, and as a result the new agreement defaulted. At that time, the amount remaining under the new agreement was \$***.** (total of all installments due under the agreement, \$***.**, less the portion of his June bill applied toward the payment arrangement, \$**.**).¹

6. 4 CSR 240-13.070(6) provides that “[a] utility shall not discontinue residential service *relative to the matter in dispute* during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to section (4), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to section (4).”

7. The Company suspended any and all disconnection action related to the \$***.** in dispute. No disconnection notices have been sent pertaining to that amount, and that amount will remain suspended until resolution of the Complaint.

8. In further answer, the Company offers the following chronology, and attaches hereto as **Exhibit A** an account activity statement for Complainant’s electric utility account, which demonstrate that the delinquent account balances for which Complainant *has* received disconnection notices in July and August of 2013 do *not* relate to the \$***.** in dispute in this Complaint, and relate solely to Complainant’s failure to pay for electric utility service provided after the Complaint was filed:

- a. The Company sent Complainant a bill on June 19, 2013 that included \$***.** *for electric utility service from May 16, 2013 through June 17, 2013*, a late fee of \$**., the prior balance of \$**., and the \$***.** balance of the defaulted payment agreement, for a total of \$***.**, due July 1, 2013.
- b. The Company sent Complainant disconnect notices on July 18, 2013² and July 23, 2013, advising that unless the \$***.** prior unpaid balance (\$***.** *for electric*

¹ For a detailed breakdown of charges, notices, payments, etc. related to Complainant’s electric utility account up through the date the Complaint was filed, May 7, 2013, *see* Ameren Missouri’s Answer, filed June 6, 2013. For details regarding Complainant’s May and June, 2013 bills and payments, *see* paragraphs 8 a. and b. herein.

² *See* attachment to Complainant’s Pleading.

utility service from May 16, 2013 through June 17, 2013 and related late fee) was paid by August 2, 2013, his service would be disconnected for nonpayment.

None of the \$***.** is related to the amount in dispute.

- c. Complainant made no payment on his account in July, 2013.
- d. July 18, 2013, the Company also sent Complainant a bill that included \$***.** *for electric utility service from June 17, 2013 through July 17, 2013*, and the prior balance of \$***.**, for a total of \$***.**, due July 31, 2013.
- e. On August 2, 2013 the Company received a \$***.** payment from Complainant. While this payment was sufficient to avoid a disconnection, this left a prior balance of \$***.**.
- f. The Company sent Complainant disconnect notices on August 16, 2013³ and August 21, 2013, advising that unless the prior unpaid balance of \$***.** (*for electric utility service from June 17, 2013 through July 17, 2013*) was paid by September 3, 2013, Complainant's service would be disconnected for nonpayment.
- g. August 18, the Company also sent Complainant a bill that included \$***.** for electric utility service from July 17, 2013 to August 15, 2013 and the prior balance of \$***.** for a total of \$***.**, due August 29, 2013.

9. The Company is permitted, under 4 CSR 240-13.050(1)(A) (provided proper notice is given) to discontinue service for nonpayment of an *undisputed delinquent charge*. The disconnection notices Complainant received in July and August, 2013 relate solely to charges for utility service provided *after* his Complaint was filed.

10. Complainant's request, "[t]hat his electric service not be disconnected pending resolution of the complaint...in EC-2013-0491" is overly broad and without merit. Complainant is in threat of disconnection because he has failed to pay the charges for electric utility service that he received and was billed for *after* he filed his Complaint, in other words, for amounts not in dispute. Complainant is not entitled to the relief requested. *See Young v. Union Electric Company, d/b/a AmerenUE*, 2006 Mo. PSC LEXIS 898 (July 20, 2006)(complainant was not entitled to order prohibiting utility from disconnecting service during pendency of complaint for

³ See attachment to Complainant's Pleading.

failure to pay amounts not in dispute; rather, complainant “*remain[ed] obligated to pay all past, present and future billed amounts not in dispute.*”).

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order denying Complaint’s request that electric service not be disconnected during the pendency of EC-2013-0491, and advising Complainant that the Company is permitted to send disconnect notices for, and under 4 CSR 240-13.050(1)(A) (provided proper notice is given) to discontinue service for nonpayment of charges for electric utility services provided after he filed his Complaint, which charges are not in dispute.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Response to Pleading was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 30th day of August, 2013.

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EXHIBIT A
IS HIGHLY CONFIDENTIAL IN ITS ENTIRETY