

**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.)	

ANSWER

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

1. On August 15, 2011, Mr. Jimmie E. Small, with a last known residence address¹ 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. In its Notice of Contested Case and Order Directing Filings dated August 16, 2011, footnote 1, the Commission indicated that it would assume that Complainant wished to renew the same allegations against the Company as listed in File EC-2011-0247. As such, Company’s answer to this Complaint will restate its answers to the complaint filed in EC-2011-0247. Because Complainant made additional allegations in his August 15, 2011 filing², the Company will also respond to these additional allegations.

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

**ANSWERS TO ALLEGATIONS AGAINST COMPANY LISTED IN
EC-2011-0247 (THE “ORIGINAL COMPLAINT”)**

4. References hereafter to numbered paragraphs refer to the numbered paragraphs of the Complaint filed in EC-2011-0247.

¹ Complainant indicated in his Complaint that his “dwelling status” is “in transit.”

² The Company is referring to allegations Complainant handwrote across copies of pleadings from a Circuit Court of Adair County, Missouri case, 11AR-CV00336.

5. In paragraph 1 of his Original Complaint, Complainant alleges that AmerenUE Company, with a P.O. Box of 66529, St. Louis, Missouri is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri. The Company admits these allegations, but notes that its name has changed from Union Electric Company d/b/a AmerenUE to Union Electric Company d/b/a Ameren Missouri.

6. In paragraph 2A of his Original Complaint, Complainant incorporates the allegations from his informal complaint filed with the Missouri Public Service Commission on August 6, 2010, Complaint Number C201101337 (the "Informal Complaint"). In the Informal Complaint, Complainant alleges that a final bill was never provided to him and he was not given any notice of a right to appeal. Complainant further alleges that Ameren Missouri breached a June 14, 2006 ratified payment deferral agreement, "with a nexus to: 1) Age, 04/22/45; 2) Gender, Male; 3) Retaliation , prior complaints; 4) Disability-Vietnam Vet 100% service connected; 5) Geographical location Lot #23; 6) ADA, Americans with Disability Nexus; 7) Race, white, etc. without provocation [sic] or right to appeal disconnect action by Ameren UE and 8) consumer fraud by Corporation agents and assigns AmUE." Ameren Missouri denies all the allegations of paragraph 2A of the Informal Complaint.

7. In further answer and in response to Complainant's claim in his Informal Complaint that the Company breached a June 14, 2006 deferred payment agreement, Ameren Missouri offers the following chronology related to electric utility services rendered by the Company to Complainant under account number *****-***** at 23 Lakeroad Ct., Kirksville, MO:

a. On May 30, 2006, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$**.** and late pay charges of \$*.** (totaling \$***.**).

b. On May 30, 2006, and again on June 2, 2006, the Company also mailed disconnect notices advising Complainant that unless the \$***.** delinquent balance was paid, his service would be disconnected for nonpayment on or after June 14, 2006.

c. On June 13, 2006, Complainant contacted Ameren Missouri. The Company advised Complainant that in order to avoid disconnection, by June 14, 2006 Complainant needed to either: a. make a minimum payment of \$***.**, or b. make a payment of \$***.**, call the Company with a payment receipt number and enter into a deferred payment agreement to pay the remaining \$***.** of the entire \$***.** then due in 6 monthly installments of \$**.**.

Complainant opted to make a \$*** payment, and entered into the deferred payment agreement. The Company set Complainant written notice confirming the terms of the agreement. *See* Deferred Payment Agreement, attached to Complainant's Original Complaint.

d. On July 10, 2006, Complainant paid \$**.**, which included his current charges of \$**.**, his monthly payment agreement amount of \$**.**, and an additional \$**.**, which was credited by the Company towards the payment due for the final month of the payment agreement.

e. In August, 2006, Complainant failed to make any payment towards his then current charges or his monthly payment agreement payment, thereby defaulting on his deferred payment agreement. As a result, the entire remaining balance under the agreement became due on Complainant's next bill, mailed on August 28, 2006.

f. From September, 2006 through March, 2007, Complainant made only five payments (one each in September, October, January and March). The payments were insufficient to cover the charges for service that accrued during that period, and on March 29, 2007, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$**.** and late pay charges of \$*.** (totaling \$***.**).

g. The Company mailed disconnect notices to Complainant on March 29, 2007 and April 3, 2007, advising Complainant that unless the \$***.** delinquent balance was paid, his service would be disconnected for nonpayment on or after April 17, 2007.

h. Complainant failed to make the required payment and his service was disconnected on April 17, 2007. 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, and account *****-***** was closed.

8. In paragraph 2B of his Original Complaint, Complainant alleges that Ameren Missouri breached a scheduled re-payment of approximately \$***.** after accepting a payment of \$***.** from Complainant. Ameren Missouri denies this allegation as stated.

9. In further answer, and in response to paragraph 2B of the Original Complaint, the Company offers the following chronology related to electric utility services rendered by the Company to Complainant under account number *****-***** at 23 Lakeroad Ct., Kirksville, MO:

a. On November 13, 2007, Complainant contacted the Company and asked what amount he would have to pay to have his service restored. In view of the \$***.** outstanding balance on account *****-*****, and pursuant to 4 CSR 240-13.055 (the cold weather rule), the Company advised Complainant that he was *eligible* for reconnection with a \$***.** downpayment and was eligible to have the \$***.** balance divided into twelve installments of approximately \$**.** each. Complainant was advised to call the Company with a receipt for the \$***.** payment, at which time he could make arrangements to institute the installment payments and the order for reconnection would be placed. The Company sent Complainant written notice to this effect. *See* November 17, 2007 letter attached to Complainant's Original Complaint.

b. On December 19, 2007, Complainant verified to the Company that he had made the required \$***.** payment. The Company established a new account for electric service at the 23 Lakeroad Ct. address in Complainant's name, *****-*****, transferred the remaining \$***.** outstanding balance under account *****-***** to the new account, and issued an order to restore service. Service was restored to 23 Lakeroad Ct. the next day.

c. Complainant made no subsequent payments on the account, towards either the transferred balance or charges accrued for current services.

d. 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 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.

e. 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.

f. Complainant failed to make the required payment and his service was disconnected on April 14, 2008. On April 23, 2008, a final bill in the amount of \$***.** was mailed to Complainant, and account *****-***** was closed.

10. In paragraph 2C of his Original Complaint, Complainant alleges that Ameren Missouri's agents falsified its account records to Gay Fred in order to influence a Missouri State agency by fraud, schemes and deception. Ameren Missouri denies the allegations of paragraph 2C.

11. In paragraph 2D of his Original Complaint, Complainant alleges that Ameren Missouri's own account records "are materially inconsistent of factual content when furnished to Missouri Public Service Commission agents." Ameren Missouri denies the allegations of paragraph 2D of the Original Complaint. In further answer, Ameren Missouri states that all records and information it has provided to the Commission in response to the Informal Complaint and the Original Complaint are true and correct.

12. In paragraph 2E of his Original Complaint, Complainant alleges that Ameren Missouri's "disconnect acts, action, was ultra vires, in violation of a written agreement, later concealed from [Complainant] and Missouri Public Service Commission." Ameren Missouri denies the allegations of paragraph 2E of the Original Complaint.

13. In Section 3 of his Original Complaint, regarding steps taken by Complainant to resolve his Original Complaint, further alleges that he contacted the Ameren Missouri Kirksville District office and got conflicting account records; that the account records "show a write off account amount of some \$***.** in 2006" and "in 2008 the write off account balances shows \$***.** amount due on 05/06", and that Ameren Missouri "has more than one account number for the same service street address without justification or notice." Ameren Missouri admits that the Kirksville District office provided Complainant with information concerning electric services he received in connection with accounts *****-***** and *****-*****, but denies that any account records provided to Complainant were conflicting and denies that they show that any account balance due was "written off." Ameren Missouri admits, as noted throughout this Answer, that there have been two account numbers established in connection with services Complainant received at the 23 Lakeroad Ct. address. Ameren Missouri denies, however, that it is unjustified in using two account numbers. Ameren Missouri denies that it provided Complainant no notice regarding use of the account numbers, as account numbers appear on bills

and other correspondence sent to customers, as evidenced by the copies of bills and correspondence attached by Complainant to his Original Complaint.

14. In further answer as to the allegations that account balances may have been written off, Ameren Missouri states that while the notation, "Account Status: Written Off" may appear on internal Company activity statements, the notation is shorthand to Company personnel to indicate the balance of the bill has been forwarded to a collection agency, and does not amount to a waiver or release by the Company of a customer's obligation to pay an account balance. Likewise, while the notation "Charge Off" may appear on internal Company activity statements, the notation is shorthand to Company personnel to indicate the balance of a bill has been forwarded to a collection agency, and does not does not amount to a waiver or release by the Company of a customer's obligation to pay an account balance. In further answer, the Company states that the final bills sent to Complainant at the closure of accounts ***** and ***** both indicated an amount *due*.

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order denying Complaint's requests for relief as stated in his Original Complaint, or, in the alternative, setting the matter for hearing.

**ANSWERS TO ALLEGATIONS AGAINST COMPANY AS SET OUT IN
COMPLAINANT'S AUGUST 15, 2011 COMPLAINT**

15. In a paragraph entitled, "Grounds For Leave Order," Complainant alleges that the Company, "has failed and continues to deny access to accurate data request as to the actual meter reading when first disconnect and read (sic) seal was installed at 23067 Potter Trail causing undue delay in judicial proceeding." Ameren Missouri denies the allegations of said paragraph. In further answer, Ameren Missouri states as follows:

- a. On April 6, 2011, the Company received a set of data requests from Complainant.
- b. On April 8, 2011, the Company received a second set of data requests from Complainant.
- c. On April 26, 2011, Company (through the assistance of the law firm Brydon, Swearingen & England) sent its responses to both sets of data requests to Complainant, via Federal Express.

- d. Copies of the Company's first and second responses, and the email Federal Express delivery confirmation, are attached hereto as Exhibits A, B and C, respectively.
- e. On April 19th, 2011, Complainant served on Company a Subpoena Duces Tecum requiring the Company to appear at 200 Madison St., Room 305, Jefferson City, Missouri at 9 a.m. on April 29th, 2011 and to produce certain records already requested by Complainant in the data requests (the "Subpoena"). A copy of the Subpoena is attached hereto as Exhibit D.
- f. Company employee Mary L. Hoyt appeared with the records at the location, date and time specified in the Subpoena. Complainant, however, did not appear. After waiting approximately twenty (20) minutes for Complainant, Mrs. Hoyt left subpoenaed records for Complainant in care of Chief Staff Counsel, Kevin Thompson. See Affidavit of Mary L. Hoyt, attached hereto as Exhibit E. A copy of the unclaimed, subpoenaed records is attached hereto as Exhibit F.
- g. On April 21, 2011, Complainant served a request for admissions on the Company. On May 20, 2011, the Company sent its response to the request for admissions to Complainant, via certified mail return receipt requested and via regular mail. After two delivery attempts, the certified mail was returned to the Company's counsel as unclaimed. A copy of the mailed and returned envelope containing the response is attached hereto as Exhibit G. A copy of the unclaimed response to the request for admissions is attached hereto as Exhibit H.

16. In an untitled and unnumbered paragraph, Complainant requests that sanctions be imposed (presumably on the Company) for "non-compliant conduct after Senior. Adm. Law judge conducted pre-hearing conference at Jefferson City, Mo." The Company denies that it failed to comply with any Commission orders regarding the Original Complaint. In further answer, the Company states that it has timely responded to and complied with Complainant's data requests, request for admissions and Subpoena, as more fully set out in subparagraphs a. through g. of paragraph 15.

17. In a paragraph entitled, "Objection Small objects to Show cause order because:" Complainant alleges that the Company, "breached their duty to timely disclose disconnect service seal data[.]" The Company denies this allegation. In further answer, the Company states

that it has timely responded to and complied with Complainant's data requests, request for admissions and Subpoena, as more fully set out in subparagraphs a. through g. of paragraph 15.

18. 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 denying Complaint's requests for relief as stated in his 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 was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 13th day of September, 2011.

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**EXHIBITS A, B, F and H
ARE HIGHLY CONFIDENTIAL
IN THEIR ENTIRETY**