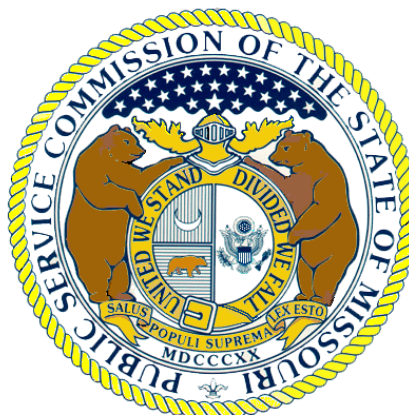


**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**



Charles Harter,

Complainant,

v.

Union Electric Company d/b/a
Ameren Missouri,

Respondent.

File No. EC-2013-0491

REPORT AND ORDER

Issue Date: November 13, 2013

Effective Date: December 13, 2013

Charles Harter,)
)
Complainant,)
)
v.) **File No. EC-2013-0491**
)
Union Electric Company d/b/a)
Ameren Missouri,)
)
Respondent.)

REGULATORY LAW JUDGE: Michael Bushmann, Regulatory Law Judge

REPORT AND ORDER

I. Procedural History

On May 7, 2013, Charles Harter filed a complaint with the Missouri Public Service Commission (“Commission”) against Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”). Mr. Harter alleged that Ameren Missouri failed to provide adequate notice of payments due under a Cold Weather Rule payment agreement, improperly revoked the payment agreement, and improperly refused to reinstate the payment agreement. The Commission determined that the case should proceed under the small formal complaint procedures in Commission Rule 4 CSR 240-2.070(15).

Ameren Missouri answered the complaint by denying Mr. Harter’s allegations. The Commission’s Staff investigated and found no violations of any statute, regulation or Commission-approved tariff. However, because there were material facts in dispute, the Commission held an evidentiary hearing on September 19, 2013 in Jefferson City, Missouri, to address Mr. Harter’s allegations.¹ At the hearing, the regulatory law judge amended the complaint without objection to include an additional issue submitted by the parties regarding whether Ameren Missouri violated any statute, Commission rule, order or tariff when it sent Mr. Harter disconnect notices after the filing of his May 7, 2013 complaint. After the hearing, Ameren Missouri requested an order from the Commission by September 23, 2013, authorizing it to disconnect Mr. Harter’s electric service after October 2, 2013, provided Ameren Missouri gave appropriate notice and Mr. Harter failed to make a payment by that date. Ameren Missouri’s request was denied.

¹ Transcript, Volume 3. In total, the Commission admitted the testimony of 3 witnesses and received 14 exhibits into evidence. Post-hearing briefs were filed on October 3, 2013 and the case was deemed submitted for the Commission’s decision on that date when the Commission closed the record. “The record of a case shall stand submitted for consideration by the commission after the recording of all evidence or, if applicable, after the filing of briefs or the presentation of oral argument.” Commission Rule 4 CSR 240-2.150(1).

On October 23, 2013, the regulatory law judge issued a *Notice of Recommended Report and Order* pursuant to Commission Rule 4 CSR 240-2.070(15)(G). On October 24, 2013, Mr. Harter filed a pleading titled *Complainant's Application for Rehearing* with a supporting memorandum, which the Commission considers to constitute Mr. Harter's comments under 4 CSR 240-2.070(15)(H) opposing the recommended report and order.²

II. Findings of Fact

Any finding of fact for which it appears that the Commission has made a determination between conflicting evidence is indicative that the Commission attributed greater weight to that evidence and found the source of that evidence more credible and more persuasive than that of the conflicting evidence.

1. Charles Harter resides at 827 South Sappington, St. Louis, Missouri and, at all times relevant hereto, was a customer of Ameren Missouri for electric service.³

2. Ameren Missouri is a Missouri corporation with its principal place of business at One Ameren Plaza, 1901 Chouteau, St. Louis, MO 63103. Ameren Missouri is engaged in the business of providing electric service in Missouri to customers in its service areas.⁴

3. Ameren Missouri is an "electrical corporation" and a "public utility" as those terms are defined in Section 386.020, RSMo Supp. 2012, and is subject to the jurisdiction and supervision of the Commission as provided by law.⁵

4. The Office of the Public Counsel ("Public Counsel") "may represent and protect the interests of the public in any proceeding before or appeal from the public service

² Since Section 386.500.1, RSMo 2000, only permits applications for rehearing to be submitted after an order or decision has been made by the Commission, Mr. Harter's filing of an application for rehearing was premature. To request rehearing by the Commission, a party must submit an application after the Commission issues a final order.

³ Transcript, Vol. 3, p. 22-23.

⁴ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 1.

⁵ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 2.

commission.”⁶ Public Counsel “shall have discretion to represent or refrain from representing the public in any proceeding.”⁷ The Public Counsel did not participate in the evidentiary hearing in this matter.

5. The Staff of the Missouri Public Service Commission (“Staff”) is a party in all Commission investigations, contested cases and other proceedings, unless it files a notice of its intention not to participate in the proceeding within the intervention deadline set by the Commission.⁸ Although a party in this matter, pursuant to the small formal complaint procedures Staff did not advocate a position beyond reporting the results of its investigation.⁹

6. On December 17, 2012, Ameren Missouri issued Mr. Harter a disconnect notice.¹⁰

7. On December 18, 2012, Ameren Missouri issued Mr. Harter the bill attached as Exhibit A to the Joint Stipulation of Non-Disputed Material Facts.¹¹

8. On December 20, 2012, Ameren Missouri issued Mr. Harter a disconnect notice.¹²

9. On or about December 21, 2012, Mr. Harter and Ameren Missouri entered into a cold weather rule payment arrangement that called for an initial payment of \$157.14 by January 2, 2013¹³ and 12 monthly installment payments of \$32.00 thereafter.¹⁴

⁶ Section 386.710(2), RSMo 2000; Commission Rules 4 CSR 240-2.010(10) and (15) and 2.040(2).

⁷ Section 386.710(3), RSMo 2000; Commission Rules 4 CSR 240-2.010(10) and (15) and 2.040(2).

⁸ Commission Rules 4 CSR 240-2.010(10) and (21) and 2.040(1).

⁹ Commission Rule 4 CSR 240-2.070(15)(D).

¹⁰ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 3.

¹¹ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 4.

¹² Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 5.

¹³ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 6.

¹⁴ Transcript, Vol. 3, p. 86-87.

10. One of the terms of the cold weather rule payment agreement, which Mr. Harter does not dispute, was that as long as he made his payments in full by the delinquent date Mr. Harter's payment agreement would not default.¹⁵

11. Mr. Harter made a payment of \$157.14 pursuant to and in accordance with said cold weather rule agreement, as agreed, received by Ameren Missouri on January 2, 2013.¹⁶

12. On January 21, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit B to the Joint Stipulation of Non-Disputed Material Facts.¹⁷

13. The bill issued to Mr. Harter on January 21, 2013 clearly stated the beginning and ending meter readings and the dates of the readings; the date when the bill was considered due and the date when it would be delinquent; the amount due for the most recent billing period for electric usage; the amount due for other authorized charges; the total amount due; the toll-free telephone number and address where a customer may initiate an inquiry or complaint; taxes; and the purchased gas adjustment charge. There were no charges billed for services not subject to Commission jurisdiction.¹⁸

14. The bill issued to Mr. Harter on January 21, 2013 did not state any previous balance because Mr. Harter's prior delinquent balance had been made part of the cold weather rule payment agreement to be paid in future installments. The bill clearly stated the total payment agreement amount and the remaining number of installments to be paid after that bill.¹⁹

¹⁵ Transcript, Vol. 3, p. 25, 86, 100.

¹⁶ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 7.

¹⁷ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 8.

¹⁸ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, Ex. B; Transcript, Vol. 3, p. 89-91.

¹⁹ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, Ex. B; Transcript, Vol. 3, p. 89-91.

15. On February 13, 2013, Mr. Harter called Ameren Missouri to determine the amount owed.²⁰ Mr. Harter's call on that date was to an automated voice response unit, which provided him with information concerning amounts currently due on the January 21, 2013 bill, including the current amount due, the payment due date, the avoid disconnect amount, the avoid disconnect date, the last payment amount, and the last payment received date.²¹

16. Ameren Missouri's automated voice response unit system cannot provide information about amounts that will be due in the future.²² The system does provide customers with an option to connect with an Ameren Missouri customer service representative for additional questions.²³ There was no evidence presented that Mr. Harter attempted to contact a customer service representative during his call on February 13, 2013.

17. Mr. Harter made a payment of \$177.01 received by Ameren Missouri on February 14, 2013.²⁴

18. On February 19, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit C to the Joint Stipulation of Non-Disputed Material Facts in the amount of \$162.66 due on March 1, 2013 and delinquent after March 12, 2013.²⁵

19. Mr. Harter did not pay in full the bill issued on February 19, 2013 by the delinquent date of March 12, 2013, which caused Mr. Harter to default on the cold weather rule payment agreement and the agreement to end.²⁶

²⁰ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 9.

²¹ Transcript, Vol. 3, p. 91-93.

²² Transcript, Vol. 3, p. 93.

²³ Transcript, Vol. 3, p. 92.

²⁴ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 10.

²⁵ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 11.

²⁶ Transcript, Vol. 3, p. 100.

20. On March 19, 2013, Ameren Missouri issued Mr. Harter the disconnect notice attached as Exhibit D to the Joint Stipulation of Non-Disputed Material Facts.²⁷

21. On March 20, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit E to the Joint Stipulation of Non-Disputed Material Facts.²⁸

22. On March 22, 2013, Ameren Missouri issued Mr. Harter a disconnect notice.²⁹

23. Mr. Harter made a payment of \$162.66 received by Ameren Missouri on April 1, 2013.³⁰

24. On April 18, 2013, Ameren Missouri issued Mr. Harter a disconnect notice.³¹

25. On April 19, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit F to the Joint Stipulation of Non-Disputed Material Facts.³²

26. On April 23, 2013, Ameren Missouri issued Mr. Harter the disconnect notice attached as Exhibit G to the Joint Stipulation of Non-Disputed Material Facts.³³

27. The disconnect notices of March 19, March 22, April 18, April 23, July 18, July 23, August 16 and August 21, 2013 each contained the name and address of the customer, the reason for the proposed disconnection, the date on or after which service would be disconnected, how Mr. Harter could avoid the disconnection, the possibility of a settlement agreement, and the telephone number and address where Mr. Harter could make an inquiry without incurring a toll charge.³⁴

²⁷ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 12.

²⁸ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 13.

²⁹ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 14.

³⁰ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 15.

³¹ Transcript, Vol. 3, p. 105.

³² Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 16.

³³ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 17.

³⁴ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, Ex. D, G, J and L; Transcript, Vol. 3, p. 101-103.

28. The disconnect notices of March 19, March 22, April 18 and April 23 did not involve a matter that was in dispute at that time or the subject of a valid settlement agreement.³⁵

29. Ameren Missouri provided notice of the disconnections to Mr. Harter by written notice at least ten days prior to the proposed discontinuances.³⁶

30. Ameren Missouri provided additional notice at least 24 hours prior to the proposed discontinuances.³⁷

31. Mr. Harter called Ameren Missouri on April 30, 2013 to request reinstatement of his cold weather rule payment agreement.³⁸

32. Outside of the period November 1 through March 31, Ameren Missouri offers its customers a non-cold weather rule payment agreement, which requires the customer to pay 50% of the outstanding bill and split the remainder into three monthly payments.³⁹

33. Mr. Harter made a payment of \$278.00 received by Ameren Missouri on May 6, 2013.⁴⁰ Ameren Missouri established a non-cold weather rule payment agreement for Mr. Harter with three remaining monthly payments of \$92 each.⁴¹

34. On May 20, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit H to the Joint Stipulation of Non-Disputed Material Facts.⁴²

35. Mr. Harter made a payment of \$150.00 received by Ameren Missouri on June 3, 2013.⁴³ Out of that payment, Ameren Missouri applied \$93.10 to the amount then due for electric service and applied the remaining \$56.90 to the monthly payment

³⁵ Transcript, Vol. 3, p. 95, 103-104.

³⁶ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, Ex. D; Transcript, Vol. 3, p. 102.

³⁷ Transcript, Vol. 3, p. 103.

³⁸ Transcript, Vol. 3, p. 106-112.

³⁹ Transcript, Vol. 3, p. 113.

⁴⁰ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 18.

⁴¹ Transcript, Vol. 3, p. 115-116.

⁴² Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 19.

⁴³ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 20.

agreement amount of \$93 that was due.⁴⁴ After the application of this payment, the total amount remaining due under Mr. Harter's cold weather rule payment agreement was \$220.48.⁴⁵

36. After Mr. Harter filed his complaint, Ameren Missouri suspended any collections activity or disconnection of service based on the remaining amount in dispute of \$220.48.⁴⁶

37. On June 19, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit I to the Joint Stipulation of Non-Disputed Material Facts.⁴⁷

38. On July 18, 2013, Ameren Missouri issued Mr. Harter the disconnect notice attached as Exhibit J to the Joint Stipulation of Non-Disputed Material Facts.⁴⁸

39. On July 19, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit K to the Joint Stipulation of Non-Disputed Material Facts.⁴⁹

40. On July 23, 2013, Ameren Missouri issued Mr. Harter a disconnect notice.⁵⁰

41. Mr. Harter made a payment of \$176.99 received by Ameren Missouri on August 2, 2013.⁵¹ Mr. Harter's payment removed him from the immediate threat of disconnection.⁵²

42. On August 16, 2013, Ameren Missouri issued Mr. Harter the disconnect notice attached as Exhibit L to the Joint Stipulation of Non-Disputed Material Facts.⁵³

⁴⁴ Transcript, Vol. 3, p. 117-118.

⁴⁵ Transcript, Vol. 3, p. 118.

⁴⁶ Transcript, Vol. 3, p. 118-119.

⁴⁷ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 21.

⁴⁸ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 22.

⁴⁹ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 23.

⁵⁰ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 24.

⁵¹ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 25.

⁵² Transcript, Vol. 3, p. 121.

⁵³ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 26.

43. On August 19, 2013, Ameren Missouri issued Mr. Harter the bill attached as Exhibit M to the Joint Stipulation of Non-Disputed Material Facts.⁵⁴

44. On August 21, 2013, Ameren Missouri issued Mr. Harter a disconnect notice.⁵⁵

45. The disconnect notices sent to Mr. Harter on July 18, July 23, August 16, and August 21, 2013 were for electric service provided after Mr. Harter filed his complaint and did not include a request for payment of the amount in dispute of \$220.48.⁵⁶

46. The disconnect notices issued on August 16, 2013 and August 21, 2013 resulted from Mr. Harter's failure to pay the current charges due from the electric bill issued on July 19, 2013.⁵⁷

47. Mr. Harter did not notify Ameren Missouri that he wished to dispute any of the charges for electric service incurred after he filed his complaint on May 7, 2013.⁵⁸

III. Conclusions of Law

Although Mr. Harter is not a person or an entity regulated by the Commission, he submitted himself to the Commission's jurisdiction when he filed his complaint pursuant to Section 386.390, RSMo 2000. Ameren Missouri provides electric service to customers throughout the service area certificated to it by the Commission. Ameren Missouri is an "electrical corporation" and "public utility" as those terms are defined by Section 386.020, RSMo Supp. 2012, and is subject to the Commission's jurisdiction, supervision, control and regulation as provided in Chapters 386 and 393, RSMo.

⁵⁴ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 27.

⁵⁵ Ameren Missouri Ex. 9, Joint Stipulation of Non-Disputed Material Facts, No. 28.

⁵⁶ Transcript, Vol. 3, p. 120-123.

⁵⁷ Transcript, Vol. 3, p. 122-123.

⁵⁸ Transcript, Vol. 3, p. 124-127.

Since Mr. Harter brought the complaint, he bears the burden of proof.⁵⁹ The burden of proof is the preponderance of the evidence standard.⁶⁰ In order to meet this standard, Mr. Harter must convince the Commission it is “more likely than not” that Ameren Missouri violated an applicable statute, rule, or provision of a Commission-approved tariff.⁶¹

The complaint alleges facts within the small complaint procedure.⁶² That procedure includes a time limit for issuing a recommendation subject to good cause. Good cause includes a good faith request for reasonable relief.⁶³ The parties asked for a hearing date past the deadline, a prehearing conference was rescheduled due to a party’s non-appearance, and one party filed a request for an extension of time. Those facts constitute good cause to extend the time limit. Therefore, the time limit is extended.

The issues for determination as submitted by the parties are as follows:

- a. Whether the January 21, 2013 bill issued by Ameren Missouri to Mr. Harter and the information provided by Ameren Missouri regarding it violated any Commission statute, rule, order or approved Company tariff;
- b. Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri removed Mr. Harter from the cold weather rule payment arrangement;
- c. Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri refused to reinstate Mr. Harter to the cold weather rule payment arrangement;
- d. Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri sent Mr. Harter disconnection notices prior to his filing of the May 7, 2013 Complaint; and

⁵⁹ *State ex rel. GS Technologies Operating Co., Inc. v. Pub. Serv. Comm'n of State of Mo.*, 116 S.W.3d 680, 693 (Mo. Ct. App. 2003).

⁶⁰ *Bonney v. Environmental Engineering, Inc.*, 224 S.W.3d 109, 120 (Mo. App. 2007); *State ex rel. Amrine v. Roper*, 102 S.W.3d 541, 548 (Mo. banc 2003); *Rodriguez v. Suzuki Motor Corp.*, 936 S.W.2d 104, 110 (Mo. banc 1996).

⁶¹ *Holt v. Director of Revenue, State of Mo.*, 3 S.W.3d 427, 430 (Mo. App. 1999); *McNear v. Rhoades*, 992 S.W.2d 877, 885 (Mo. App. 1999); *Rodriguez*, 936 S.W.2d at 109 -111; *Wollen v. DePaul Health Center*, 828 S.W.2d 681, 685 (Mo. banc 1992).

⁶² 4 CSR 240-2.070(15).

⁶³ *American Family Ins. Co. v. Hilden*, 936 S.W.2d 207 (Mo. App., W.D. 1996).

e. Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri sent Mr. Harter disconnection notices subsequent to his filing of the May 7, 2013 Complaint.

Whether the January 21, 2013 bill issued by Ameren Missouri to Mr. Harter and the information provided by Ameren Missouri regarding it violated any Commission statute, rule, order or approved Company tariff.

Commission Rule 4 CSR 240-13.020(9) states as follows:

Every bill for residential utility service shall clearly state—

- (A) The beginning and ending meter readings of the billing period and the dates of these readings;
- (B) The date when the bill will be considered due and the date when it will be delinquent, if different;
- (C) Any previous balance which states the balance due for utility charges separate from charges for services not subject to commission jurisdiction;
- (D) The amount due for the most recent billing period for electric, gas or water usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to commission jurisdiction;
- (E) The amount due for other authorized charges;
- (F) The total amount due;
- (G) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of the utility where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this rule;
- (H) License, occupation, gross receipts, franchise and sales taxes; and
- (I) Purchased gas adjustment cost in total or cents per unit basis.

Mr. Harter has alleged that Ameren Missouri's bill issued on January 21, 2013 and the information provided by Ameren Missouri during his call on February 13, 2013 was misleading, in that Ameren Missouri failed to provide him with notice of the total amount due under the cold weather rule payment agreement. The evidence showed that the January 21, 2013 bill contained all the information required by Commission Rule 4 CSR 240-13.020(9). In addition, the bill clearly stated the total payment agreement amount and the remaining number of installments to be paid after that bill.

Commission Rule 4 CSR 240-13.040(2) requires Ameren Missouri to make qualified personnel available and prepared during normal business hours to receive and respond to customer inquiries. Ameren Missouri's automated voice system did not provide Mr. Harter with the amount of future payments under the payment agreement because it was not capable of providing that information. However, that system does provide customers with an option to connect with an Ameren Missouri customer service representative for additional questions. Mr. Harter could have obtained the information he was seeking about the total amount due under the payment agreement from a customer service representative, but he failed to utilize that service. The Commission concludes that Mr. Harter has failed to demonstrate that the January 21, 2013 bill and the information regarding it violated any Commission statute, rule, order or tariff.

Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri removed Mr. Harter from the cold weather rule payment arrangement.

Mr. Harter alleges in his complaint that Ameren Missouri improperly revoked the cold weather rule payment agreement even though Mr. Harter paid the bill issued on February 19, 2013 in full on April 1, 2013. However, the evidence showed that the terms of the payment agreement required Mr. Harter to pay that bill prior to the delinquent date of March 12, 2013. Mr. Harter's failure to pay that bill in a timely manner caused his default on the payment agreement and the agreement to end. The Commission concludes that Ameren Missouri did not violate any statute, rule, order or tariff with regard to the default and termination of the cold weather rule payment agreement.

Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri refused to reinstate Mr. Harter to the cold weather rule payment arrangement.

The cold weather rule is only effective from November 1 through March 31 of every year.⁶⁴ A customer who has defaulted on a cold weather rule payment agreement may be reinstated to that agreement under certain circumstances.⁶⁵ The evidence showed that Mr. Harter did not request reinstatement of his payment agreement until April 30, 2013, which was outside of the time period for which the cold weather rule reinstatement provision was operative. Ameren Missouri did establish a non-cold weather rule payment agreement for Mr. Harter around May 6, 2013. The Commission concludes that Mr. Harter was not entitled to reinstatement of his cold weather rule payment agreement when he made the request on April 30, 2013 and that Ameren Missouri did not violate any statute, rule, order or tariff when it refused that request.

Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri sent Mr. Harter disconnect notices prior to his filing of the May 7, 2013 Complaint.

Mr. Harter did not present any evidence that the disconnect notices issued prior to May 7, 2013 were improper. The evidence showed that these disconnect notices contained the information required by Commission Rule 4 CSR 240-13.050(4)⁶⁶; that

⁶⁴ Commission Rule 4 CSR 240-13.055(2).

⁶⁵ Commission Rule 4 CSR 240-13.055(10)(B)5, states that “[i]f a customer defaults on a cold weather rule payment agreement but has not yet had service discontinued by the utility, the utility shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.”

⁶⁶ “The notice of discontinuance shall contain the following information:

- (A) The name and address of the customer and the address, if different, where service is rendered;
- (B) A statement of the reason for the proposed discontinuance of service and the cost for reconnection;
- (C) The date on or after which service will be discontinued unless appropriate action is taken;
- (D) How a customer may avoid the discontinuance;
- (E) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time; and

Ameren Missouri provided at least 10 days written notice to Mr. Harter prior to the proposed disconnections involving amounts not currently in dispute as required by Commission Rule 4 CSR 240-13.050(5)⁶⁷; and that Ameren Missouri provided additional notice at least 24 hours prior to the proposed disconnections as required by Commission Rule 4 CSR 240-13.050(7)⁶⁸. The Commission concludes that the disconnect notices issued by Ameren Missouri to Mr. Harter prior to May 7, 2013 did not violate any statute, rule, order or tariff.

Whether Ameren Missouri violated any Commission statute, rule, order or approved Company tariff when Ameren Missouri sent Mr. Harter disconnect notices subsequent to his filing of the May 7, 2013 Complaint.

Mr. Harter alleges that the disconnect notices issued by Ameren Missouri after May 7, 2013 were improper because the amounts claimed to be due under those disconnect notices involved a matter in dispute between Mr. Harter and Ameren Missouri. Utilities are prohibited from discontinuing electric service to customers on the basis of amounts in dispute that are the subject of a complaint before the Commission.⁶⁹ The credible evidence showed that the amount in dispute at the time Mr. Harter filed his complaint was \$220.48, which was the remaining amount due to Ameren Missouri from the defaulted cold weather payment agreement. Ameren Missouri suspended any collections

(F) A telephone number the customer may call from the service location without incurring toll charges and the address of the utility prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this rule."

⁶⁷ "A utility shall not discontinue residential service pursuant to section (1) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, a utility may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. A utility shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to sections 4 CSR 240-13.045(5) or (6) that is currently the subject of a dispute pending with the utility or complaint before the commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless the utility inadvertently issues the notice, in which case the utility shall take necessary steps to withdraw or cancel this notice."

⁶⁸ "At least twenty-four (24) hours preceding a discontinuance, a utility shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to section (4), a doorhanger or at least two (2) telephone call attempts reasonably calculated to reach the customer."

⁶⁹ Commission Rule 4 CSR 240-13.050(5); 4 CSR 240-13.070(6).

activity or disconnection of service based on this remaining amount in dispute, as required by Commission rules. The evidence also showed that the disconnect notices sent to Mr. Harter on July 18, July 23, August 16, and August 21, 2013 were based on charges for electric service provided after Mr. Harter filed his complaint that were not in dispute and did not include a request for payment of the amount in dispute of \$220.48. The form and issuance dates of those disconnect notices also fully complied with the requirements of Commission Rule 4 CSR 240-13.050. Therefore, the Commission concludes that the disconnect notices issued by Ameren Missouri to Mr. Harter after May 7, 2013 did not violate any statute, rule, order, or tariff.

IV. Decision

In making this decision, the Commission has considered the positions and arguments of all of the parties. After applying the facts to the law to reach its conclusions, the Commission concludes that the substantial and competent evidence in the record supports the conclusion that that Mr. Harter has failed to meet, by a preponderance of the evidence, his burden of proof to demonstrate that Ameren Missouri violated any statute, Commission rule, order or tariff provision. Mr. Harter's complaint will be denied on the merits.

THE COMMISSION ORDERS THAT:

1. Charles Harter's complaint is denied.

2. This Report and Order shall become effective on December 13, 2013.
3. This file shall close on December 14, 2013.



BY THE COMMISSION

A handwritten signature in cursive script that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

R. Kenney, Chm., Stoll, W. Kenney,
and Hall, CC., concur, and certify
compliance with the provisions of
Section 536.080, RSMo.

Dated at Jefferson City, Missouri,
on this 13th day of November, 2013