

Respondent.

File No. EC-2013-0521

Effective Date: May 23, 2014

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

Craig Mershon,)	
)	
Complainant,)	
)	
vs.)	File No. EC-2013-0521
)	
Union Electric Company d/b/a Ameren Missouri)	
)	
Respondent.)	

REPORT AND ORDER

Issue Date: April 23, 2014

Effective Date: May 23, 2014

The Missouri Public Service Commission is denying relief because Craig Mershon has not carried his burden of proving that Union Electric Company d/b/a Ameren Missouri ("Ameren") committed any violation of any statute or Commission regulation, tariff, or order ("violation"). Mr. Mershon charges violations as to Ameren's customer service, billing, and disconnection notices. This report and order is subject to an application for rehearing filed no later than the business day before the effective date of this report and order, and is also subject to judicial review, both as set forth in Sections 386.500 to 386.540, RSMo 2000 and RSMo Supp. 2013.

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I. Procedure

The Commission has authority to decide the complaint because, at all relevant times, Ameren sold electricity at retail and Mr. Mershon was a customer of Ameren.¹ This action represents a revival and expansion of an earlier action² (“earlier action”). In this action, the Commission issued orders specially accommodating Mr. Mershon, based on his undisputed allegations of special needs, including orders to facilitate his filings, and contacts related to procedural matters directly with the regulatory law judge assigned to this action (“RLJ”).³ Mr. Mershon has also had the assistance of Christopher Worth, a grassroots community organizer, in making his case to the Commission.

A. Earlier Action

On May 7, 2012, Mr. Mershon filed a complaint⁴ in the earlier action. After continuances of pre-hearing conferences scheduled for July and August 2012, and a request for a stay in December 2012, all initiated by Mr. Mershon, the Commission dismissed the earlier action for failure to prosecute. That dismissal was effective on May 17, 2013, by order issued on April 17, 2013.⁵

¹ Section 386.390.1, RSMo 2000.

² File No. EC-2012-0365, *Craig Mershon, Complainant, vs. Union Electric Company d/b/a Ameren Missouri, Respondent*.

³ See, for example, Electronic Filing and Information System (“EFIS”) No. 31, *Order Setting Pre-Hearing Conference and Setting Conditions on Communications*, issued on September 12, 2013. All EFIS references are to the instant File No. EC-2013-0521, except where stated otherwise.

⁴ File No. EC-2012-0365, *Craig Mershon, Complainant, vs. Union Electric Company d/b/a Ameren Missouri, Respondent*, EFIS No. 1, *Complaint*, filed on May 7, 2012. All EFIS references are to the instant File No. EC-2013-0521, except where stated otherwise.

⁵ File No. EC-2012-0365, EFIS No. 20, *Order Dismissing Complaint for Failure to Act*, issued on April 17, 2013.

B. This Action

On June 13, 2013, Mr. Mershon initiated this action by letter,⁶ which he supplemented with a petition including the Commission's form ⁷ (together "the complaint"). The complaint's allegations bring this action within the Commission's procedure for small formal complaints.⁸ After extending filing deadlines, and scheduling and re-scheduling conferences and hearings on Mr. Mershon's motions, the Commission convened a hearing on the complaint on February 27, 2014.

Sarah E. Giboney of Smith Lewis, LLP, represented Ameren. Jeffrey A. Keevil of the Staff Counsel's office represented the Commission's staff ("Staff"). Though notified of the time and place of the hearing,⁹ Mr. Mershon made no appearance.

Failure to appear at a hearing is cause to dismiss this action.¹⁰ But dismissing this action without prejudice, a year after this action began and two years after the earlier action began, leaves the subject matter of the complaint open to further repetitive proceedings. Also, these proceedings have a cost, which other Ameren customers must bear—including those customers who are disabled, elderly, poor, or all three. Further, Ameren appeared at the hearing and presented its case, and filed a brief¹¹ that cites applicable authority and

⁶ EFIS No. 1, *Complaint*, filed on June 13, 2013.

⁷ EFIS No. 27, *Petition*, filed on September 4, 2013.

⁸ 4 CSR 240-2.070(15).

⁹ EFIS No. 75, *Notice of Hearing, Order Re-Setting Procedural Schedule, and Order to File Response*, issued January 16, 2014, page 1; EFIS No. 84, *Order Amending Procedural Schedule*, issued on January 31, 2014, page 2, second full paragraph; EFIS No. 92, *Order Sustaining Objections to Document Production Requests*, issued on February 19, 2014, page 7, first paragraph.

¹⁰ 4 CSR 240-2.090(5), 4 CSR 240-2.110(2)(B), and 4 CSR 240-2.116(4).

¹¹ On March 13, 2014.

relevant evidence, and accordingly seeks a decision on the merits. This action is ready for decision. Therefore, the Commission will rule on the merits of the complaint.

The extensions of time and continuances granted to accommodate Mr. Mershon constituted good cause to extend the time for filing a recommended report and order.¹² The regulatory law judge assigned to this action filed the recommended report and order on March 12, 2014.¹³ At Mr. Mershon's request, the Commission extended the time for filing comments. The Commission received comments from Staff¹⁴ and Ameren.¹⁵ Mr. Mershon filed no comments within the extended time.

The Commission releases information from Staff's investigative report¹⁶ to the extent set forth in this report and order, as authorized by law,¹⁷ to fully address the merits of Mr. Mershon's complaint and the following pending motions.

II. Preliminary Rulings

On or after the day of the hearing, Mr. Mershon filed the following motions, which remain pending.

- *Motion to Dismiss All Charges on the Union Electric Company's Utility Tariff.*¹⁸
- *Renewed Objection to the Order for the Motion for Injunctive Relief to Stop the Disconnect Notices.*¹⁹

¹² 4 CSR 240-2.070(15(G)).

¹³ EFIS No. 108, *Notice of Recommended Report and Order*, filed on March 24, 2014.

¹⁴ EFIS No. 109, *Staff Response to Recommended Report and Order*, filed on March 27, 2014.

¹⁵ EFIS No. 112, *Ameren Missouri's Response to Recommended Report and Order*, filed on March 31, 2014.

¹⁶ EFIS No. 17, *Staff Report*, filed on August 9, 2013.

¹⁷ 4 CSR 240-2.070(11).

¹⁸ EFIS No. 94, filed on February 27, 2014.

¹⁹ EFIS No. 95, filed on February 27, 2014.

- *Motion to Extend Time for the Completion of Discovery under [F]RCP.*²⁰
- *Motion for a Hearing Regarding Unfair Treatment by Union Electric Company and Missouri Public Service Commission and its Legal Team, Motion of Objection of First Set of Motion for Production of Documents, and Motion to Stay.*²¹

In response, Staff filed:

- *Staff's Response to Complainant's Renewed Objection to the Order for the Motion for Injunctive Relief to Stop the Disconnection Notices.*²²

Also, after contacts with both Mr. Mershon and Ameren, the Commission issued its *Order to Cease Disconnection*.²³ In response, Ameren filed:

- *Ameren Missouri's Motion for Reconsideration or for Amended Order.*²⁴

The *Motion to Dismiss All Charges on the Union Electric Company's Utility Tariff* goes to the merits of the complaint, so the Commission takes that motion with the case. The Commission denies the remaining relief requested in those filings as follows.

A. Halt Disconnection

In the *Renewed Objection to the Order for the Motion for Injunctive Relief to Stop the Disconnect Notices*, Mr. Mershon asks the Commission to halt any disconnection of his services. Staff disputes certain of Mr. Mershon's allegations in *Staff's Response to Complainant's Renewed Objection to the Order for the Motion for Injunctive Relief to Stop*

²⁰ Filed as part of EFIS No. 95, *Renewed Objection to the Order for the Motion for Injunctive Relief to Stop the Disconnect Notices* filed on February 27, 2014.

²¹ EFIS No. 98, filed on March 12, 2014.

²² EFIS No. 96, filed on March 5, 2014.

²³ EFIS No. 100, issued on March 14, 2014.

²⁴ EFIS No. 101, filed on March 18, 2014.

*the Disconnection Notices.*²⁵ Notwithstanding those filings, the Commission issued its *Order to Cease Disconnection* on Friday, March 14, 2014, when Mr. Mershon informed the Commission—and Ameren confirmed—that Mr. Mershon was due for disconnection for failure to pay \$132.²⁶ Ameren’s response, *Ameren Missouri’s Motion for Reconsideration or for Amended Order*, seeks relief from the *Order to Cease Disconnection*, but the *Order to Cease Disconnection* expires by its own terms on the effective date of this report and order.²⁷ Therefore the Commission will deny the relief sought in Mr. Mershon’s motion to halt disconnection, and Ameren’s response, as moot.

B. Suspend Schedule for Unfair Treatment

In the *Motion for a Hearing Regarding Unfair Treatment by Union Electric Company and Missouri Public Service Commission and its Legal Team*, *Motion of Objection of First Set of Motion for Production of Documents*, and *Motion to Stay*, Mr. Mershon asks to suspend the schedule pending a hearing on his allegations of incivility by opposing counsel and bias of the RLJ because they hinder his presentation of his case. But Mr. Mershon proposes no remedy and describes no conduct that unlawfully prejudices the presentation of his case. As to opposing counsel, Mr. Mershon’s allegations describe nothing that prevented him from presenting any prayer for relief, argument of law, allegation of fact, or presentation of evidence. As to the RLJ, Mr. Mershon cites rulings that disfavor him,²⁸ but the RLJ has also issued ruling that disfavor Ameren and Staff. Also, as matter of law,

²⁵ Staff does not seek any relief in that filing other than to raise that dispute of fact.

²⁶ No party informed the RLJ of the imminent disconnection.

²⁷ EFIS No. 100, *Order to Cease Disconnection*, issued on March 14, 2014, page 2 paragraph 1 and first page first paragraph.

²⁸ Mr. Mershon also alleges that the RLJ has denied him extra time to present his case, but the record refutes that allegation. See, for example, EFIS No. 41, *Order Granting Extended Response Times and Re-Setting Pre-Hearing Conference*, issued on October 9, 2013.

rulings against a party are not evidence of bias against that party.²⁹ Therefore, the Commission will deny the motion for a hearing on the conduct alleged and will not suspend the schedule.

C. Extend Time for Discovery

In the *Motion to Extend Time for the Completion of Discovery under [F]RCP*, Mr. Mershon asks for additional time to conduct discovery.

Until February 13, 2014,³⁰ Mr. Mershon served no discovery in this action, which started on June 13, 2013. Nor did Mr. Mershon serve any discovery in the earlier action, which started on May 7, 2012. Mr. Mershon has never argued that 21 months, from the start of the earlier action and the date he served discovery, were insufficient time to conduct discovery.

Mr. Mershon served his discovery six days beyond the deadline that Mr. Mershon proposed³¹ and the Commission ordered.³² Nevertheless, Ameren³³ and Staff³⁴ timely served their objections on February 14, 2014, which the Commission sustained by order issued on February 19, 2014.³⁵

Since February 19, 2014, Mr. Mershon has filed the:

²⁹ *Financial Solutions & Associates v. Carnahan*, 316 S.W.3d 518, 524 (Mo. App., W.D. 2010).

³⁰ EFIS No. 87, *First Set of Documents for a Motion to Produce*, filed on February 13, 2014.

³¹ EFIS No. 78, *Motion of Objection for Notice of Hearing Order Resetting Procedural Schedule, and Order to File Response*, filed on January 30, 2014.

³² EFIS No. 84, *Order Amending Procedural Schedule*, issued on January 31, 2014.

³³ EFIS No. 91, *Ameren Missouri's Objections and Responses to Complainant's First Set of Documents for a Motion to Produce* ("Request for Production of Documents"), filed on February 18, 2014, eleventh page, Certificate of Service.

³⁴ EFIS No. 90, *Staff Objection Email*, filed on February 18, 2014.

³⁵ EFIS No. 92, *Order Sustaining Objections to Document Production Requests*, issued on February 19, 2014.

- *Motion to Dismiss All Charges on the Union Electric Company's Utility Tariff.*
- *Renewed Objection to the Order for the Motion for Injunctive Relief to Stop the Disconnect Notices.*
- *Motion to Extend Time for the Completion of Discovery under [F]RCP.*
- *Motion for a Hearing Regarding Unfair Treatment by Union Electric Company and Missouri Public Service Commission and its Legal Team, Motion of Objection of First Set of Motion for Production of Documents, and Motion to Stay.*

But in all those filings, Mr. Mershon has never proposed any date by which he will serve any additional discovery, including the *Motion to Extend Time for the Completion of Discovery under [F]RCP*.

Therefore, the Commission will deny the motion to extend time for discovery.

III. Violations Charged

The statutes provide that the issue on any complaint is whether Ameren has committed a violation of a statute or Commission regulation, tariff, or order.³⁶ No statute or Commission regulation, tariff, or order appears in the complaint. The filings of Staff³⁷ and Ameren³⁸ cite applicable provisions of law, and Mr. Mershon's allegations were the subject of evidence relevant to those allegations from Staff and Ameren at the hearing. The Commission does not address any allegation or argument that is not applicable or relevant to any relief requested.

³⁶ Section 386.390.1, RSMo 2000.

³⁷ EFIS No. 103, Staff Exhibit A, *Staff Recommendation*, filed on March 20, 2014.

³⁸ EFIS No. 99, *Ameren Missouri's Post-Hearing Brief*, filed on March 13, 2014.

Mr. Mershon has the burden of proof³⁹ by a preponderance of the evidence, which means the greater weight of the evidence⁴⁰ and reasonable inferences from the evidence.⁴¹ Mr. Mershon prevails only if the evidence weighs more in favor of a violation having occurred than a violation not having occurred.⁴² The Commission's findings of fact reflect the Commission's determinations of credibility.

Customer service, billing, and notices are the subjects of Mr. Mershon's allegations, arguments, and requests for relief but some of the relief that Mr. Mershon seeks the Commission cannot order. Of the relief that Mr. Mershon requests, some is beyond the Commission's authority to grant. Some relief relates to damages, which the Commission cannot award because the Commission cannot issue a money judgment:⁴³

15. Since Mr. Mershon has gone through years of torture from the company he should be entitled to damages on the compensatory level not to exceed \$3000.00.

16. Since Mr. Mershon has suffered through psychologically and physical pain from the company he is entitled to punitive damages not to exceed \$7000.00. [⁴⁴]

Some relief relates to Ameren's internal business management. For example:

6. The company should initiate a new due process system where the administration knows the situation and can put it into place in a proper amicable way.

* * *

³⁹ *State ex rel. Tel-Central of Jefferson City, Inc. v. Pub. Serv. Comm'n of Missouri*, 806 S.W.2d 432, 435 (Mo. App., W.D. 1991).

⁴⁰ *State Board of Nursing v. Berry*, 32 S.W.3d 638, 641 (Mo. App., W.D. 2000).

⁴¹ *Farnham v. Boone*, 431 S.W.2d 154 (Mo. 1968).

⁴² *Hager v. Director of Revenue*, 284 S.W.3d 192, 197 (Mo. App., S.D. 2009).

⁴³ *May Dep't Stores Co. v. Union Elec. Light & Power Co.*, 107 S.W.2d 41, 58 (Mo. 1937)).

⁴⁴ EFIS No. 27, *Petition*, filed on September 4, 2013, ninth and tenth pages page.

11. The company is a monopoly in parts of Missouri and Illinois and should break up if they cannot serve the customers in an amicable way. [⁴⁵]

The law forbids the Commission to exercise business judgment on Ameren's behalf. ⁴⁶

Some of Mr. Mershon's requests for relief address matters within the Commission's authority, but the relief sought is so vague that compliance with Mr. Mershon's request is impossible to measure:

2. The company must put into place a **better** way of communicating with people with disabilities, the elderly, the indigent, and African-Americans. The company threatens these groups of people on a monthly or daily basis.

3. The company must use **straightforward** language when dealing with people with disabilities and how they should conduct the information they send out to them.

* * *

10. The company claims to have **empathy** for people with disabilities, but it **does not show** it. What shows is contempt, hatred, disdain and a willfulness to hurt. [⁴⁷]

(Emphasis added.) Moreover, though the Commission's regulations address customer service, billing, and notices, Mr. Mershon has not carried his burden of proving any such violation as the Commission will now discuss.

A. Billing

Mr. Mershon argues that the Commission should discharge his liability for any further amount.

⁴⁵ EFIS No. 27, *Petition*, filed on September 4, 2013, ninth page.

⁴⁶ *State ex rel. City of St. Joseph v. Public Service Comm'n*, 30 S.W.2d 8 (Mo 1930).

⁴⁷ EFIS No. 27, *Petition*, filed on September 4, 2013, eighth and ninth page.

14. Since Mr. Mershon has had so many problems with the company they should erase bills that exceed \$600.00 knowing that he is unable to pay such huge amounts on his bill. [⁴⁸]

That request for relief is also the centerpiece of Mr. Mershon's *Motion to Dismiss All Charges on the Union Electric Company's Utility Tariff*. In support, Mr. Mershon alleges that Ameren billed him incorrectly as to the rate for electricity and amount due. Also, Mr. Mershon argues that payment agreements are not reasonable:

8. The company should make **reasonable** arrangements so customers are able to pay their utility bills who happen to be people with disabilities, the elderly, the indigent, and African-Americans. [⁴⁹]

(Emphasis added.) Mr. Mershon's billing history is complicated by payment agreements, budget billing, and energy assistance grants, but Mr. Mershon's account shows no violation related to billing.

Findings of Fact

1. From January 2013 through May 2013, Ameren charged Mr. Mershon for electricity at rate 1(M),⁵⁰ which was Ameren's rate for normal residential service. Ameren had no rate specific to residential service for elderly, disabled, or poor customers.⁵¹

2. Ameren sent bills to Mr. Mershon monthly in normal and large-print formats. Each bill set forth:

- a. Meter readings, and their dates, for the beginning and end of the billing period;

⁴⁸ EFIS No. 27, *Petition*, filed on September 4, 2013, ninth page.

⁴⁹ EFIS No. 27, *Petition*, filed on September 4, 2013, ninth page.

⁵⁰ EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014. EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014.

⁵¹ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 151 line 14-23.

- b. The bill's due date and delinquent date;
- c. Any previous balance due;
- d. The amount due for electric . . . usage in the most recent billing period;
- e. The amount due for other authorized charges;
- f. The total amount due;
- g. Ameren's customer's service telephone number;
- h. Taxes.

Each bill also tracked information on Mr. Mershon's budget billing, payment agreement amount, and energy assistance grants.⁵²

3. From January 2013 through April 2013, Mr. Mershon was eligible for budget billing. Mr. Mershon's budget bill amount was less than the actual cost of electricity that Mr. Mershon used. The difference ("budget bill balance behind") appeared in a supplement with each of Mr. Mershon's bills in that period.⁵³

4. In January 2013, Mr. Mershon and the Company entered into a Cold Weather Rule payment agreement to pay an outstanding balance of \$164.02.⁵⁴

5. Also in January 2013, Mr. Mershon was eligible for an energy assistance grant to cover accrued charges in the amount of \$192, which continued to appear as a charge on Mr. Mershon's bills until Ameren received the grant in full.⁵⁵

6. January 2013. Mr. Mershon's monthly budget bill amount was \$75.00. Mr. Mershon's monthly payment agreement amount was \$13.66, for a total of \$88.66. On

⁵² EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014.

⁵³ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 3, 6, 9 and 12.

⁵⁴ EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, entry dated 01/11/2013. EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 154 line 20-25.

⁵⁵ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 1 and 4.

January 22, 2013, Ameren received a \$40.00 payment,⁵⁶ leaving \$46.66 due. Mr. Mershon's bill for that amount was due on February 6, 2013.⁵⁷ That bill stated that failure to pay in full could result in removal from budget billing.⁵⁸

7. February 2013. Mr. Mershon failed to pay the remaining \$48.66 due by the date his February bill issued on February 25, 2013.⁵⁹ Because the agreement defaulted, the balance on the payment agreement was added back to the prior balance. His February bill also included charges for electric utility service from January 23, 2013 to February 21, 2013 netted to the \$75.00 budget bill amount; and late pay and other itemized charges; for a total of \$274.74, due March 7, 2013.⁶⁰

8. March 2013. On March 7, 2013 Ameren received a \$30.00 payment toward the \$274.74 that was due that day,⁶¹ leaving a balance due of \$244.74. Ameren sent Mr. Mershon a bill dated March 26, 2013, which included a prior unpaid balance of \$244.74; charges for electric utility service from February 21, 2013 to March 24, 2013 netted to the \$75.00 budget bill amount; and late pay and other itemized charges; for a total of \$323.42, due April 8, 2013. That bill stated that failure to pay in full could result in removal from budget billing.⁶²

⁵⁶ Ameren credited that amount against the energy assistance grant, as to which it eventually received the entire amount. EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, fourth page, entry dated 01/22/2013.

⁵⁷ The bill set forth a greater amount due because it listed the energy assistance grant as a charge. EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 1.

⁵⁸ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 1.

⁵⁹ EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, fourth page, showing no payment between 01/30/2013 and 03/07/2013.

⁶⁰ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 4.

⁶¹ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 4. EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, and entry dated 03/07/13.

⁶² EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 7.

9. April 2013. April was the fourth month of the payment agreement. On April 8, 2013, Mr. Mershon did not pay the \$323.42 balance in full,⁶³ so Ameren adjusted the budget billing amount, as permitted under its tariffs,⁶⁴ upward to \$91.00.⁶⁵ On that day, Ameren received a \$40.00 payment toward the \$323.42 balance due leaving a \$283.42 balance due. Ameren sent Mr. Mershon a bill dated April 25, 2013, which included a prior unpaid balance of \$283.42, charges for electric utility service from March 24, 2013 to April 23, 2013 netted to the new \$91.00 budget bill amount, and late payment and other itemized charges, for a total of \$378.68, due on May 7, 2013. That bill stated that failure to pay in full could result in removal from budget billing.⁶⁶ By April 25, 2013, the budget bill balance behind had accrued to \$199.87.⁶⁷

10. May 2013. On May 20, 2013, Ameren received a \$40.00 payment toward the \$378.68 due,⁶⁸ leaving \$338.68 unpaid, a past due balance, so Ameren removed his account from budget billing⁶⁹ and the \$199.87 budget bill balance behind became due.⁷⁰

⁶³ EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, fourth page, entry dated 04/08/2013.

⁶⁴ Union Electric Company Electric Service Tariff Mo. No. 6, Sheet 135 *General Rules and Regulations*, V. *Billing Practices*, I. *Budget Billing Plan*, paragraph 5:

Company will adjust the average monthly billing during the fourth and eighth months preceding the annually recurring re-evaluation month under this Plan, if the recalculated Budget Billing Plan amount indicates an increase of \$3.00 or more. Company will not adjust the average billing in two consecutive months.

⁶⁵ EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, fifth page, entry dated 04/24/2013.

⁶⁶ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 10.

⁶⁷ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 12.

⁶⁸ EFIS No. 104, Ameren Exhibit 1HC, filed on March 20, 2014, entry dated 05/20/2013.

⁶⁹ Transcript volume 6, page 152 line 22-page 153, line 8.

⁷⁰ Union Electric Company Electric Service Tariff Mo. No. 6, Sheet 135 *General Rules and Regulations*, V. *Billing Practices*, I. *Budget Billing Plan*, paragraph 6:

Company may terminate this Budget Billing Plan to any customer who shall fail to make payment hereunder by the delinquent date, and, upon such termination and thereafter, such customer shall be billed in accordance with

That budget bill balance of \$199, the \$338.68 unpaid, with late fees and other itemized charges, for a total of \$608.12 (“disputed amount”) appeared on Mr. Mershon’s bill dated May 24, 2013, due on June 6, 2013.⁷¹ As to that bill, Mr. Mershon filed the complaint on June 13, 2013.

11. On June 13, 2013, Ameren failed to immediately suspend the disputed amount. As a result, Ameren issued a yellow disconnection notice on August 22, 2013, and a pink disconnection notice on August 27, 2013, but retracted each notice on August 29, 2014.⁷² Those disconnection notices addressed the disputed amount and amounts not within the disputed amount.

Conclusions of Law

Mr. Mershon suggests that Ameren is billing him at too high a rate, but Ameren applies the same rate to Mr. Mershon as for all other residential service, designated as 1(M):

This rate is applicable to all normal residential service supplied by the Company to individually metered residences and apartments consisting of one or more rooms for the use of one or more persons as a housekeeping unit with space for eating, living and sleeping, and permanent provisions for cooking and sanitation. [⁷³]

Mr. Mershon has not shown that Ameren committed any violation as to the rate that Ameren is charging him.

the terms of Company's standard monthly billing practice. Any billing adjustments required at the date of such termination shall be included in the next bill rendered to customer.

⁷¹ EFIS No. 105, Ameren Exhibit 2HC, filed on March 20, 2014, page 13.

⁷² EFIS No. 106, Ameren Exhibit 3HC, filed on March 20, 2014, first page. EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 159 line 3 through page 161 line 3.

⁷³ Union Electric Company Electric Service Tariff Mo. No. 6, Sheet No. 54.2 *Service Classification 1(M) Residential Service Rate*, paragraph 1 *Rate Application*.

Mr. Mershon takes issue with the format of Ameren's bills. The format for Ameren's bills is subject to 4 CSR 240-13.020:

(1) A utility shall normally render a bill for each billing period to every residential customer in accordance with commission rules and its approved tariff.

(2) Each billing statement rendered by a utility shall be computed on the actual usage during the billing period [.]

* * *

(9) 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 separately from charges for services not subject to commission jurisdiction;

(D) The amount due for the most recent billing period for electric . . . 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.

Ameren's monthly bills exceeded that standard because they also set forth the status of Mr. Mershon's payment agreements and energy assistance grants. Mr. Mershon has shown no violation as to billing format.

The Commission's regulation 4 CSR 240-13.050 bars the issuance of a disconnection notice as to the disputed amount. Ameren twice issued erroneous notices of disconnection, but 4 CSR 240-13.050 expressly recognizes the possibility of clerical error and allows a cure:

(6) 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.

Ameren inadvertently issued two notices on the disputed amount, but cured those errors as the regulation provides. Mr. Mershon has not shown that Ameren delayed so as to negate that cure. Therefore, the Commission concludes that Mr. Mershon did not prove a violation of that regulation.

Mr. Mershon also suggests that his bills are miscalculated. Mr. Mershon's billing history is complicated by disputed amounts, undisputed amounts, amounts due under a settlement agreement, and amounts due on breach of a settlement agreement. Nevertheless, Ameren has shown that the disputed amount is due, and that Mr. Mershon breached a settlement agreement. Therefore, the Commission concludes that Ameren did not commit any violation as to billing.

B. Disconnection Notices

Mr. Mershon challenges Ameren's disconnection notices on two levels: whether Ameren may disconnect him, and the content of the disconnection notice. The facts of Mr. Mershon's account allowed disconnection on more than one occasion. The content of the notices does not violate any law.

Findings of Fact

1. Before Ameren disconnects any customer, Ameren sends that customer two written disconnection notices;⁷⁴

- a. Ten days before disconnection, Ameren sends a yellow disconnection notice.⁷⁵
- b. Not less than 24 hours before disconnection, Ameren sends a pink disconnection notice.⁷⁶

2. Each written disconnection notice sets forth:

- a. The customer's name and address,
- b. The reason for disconnection and cost for reconnection,
- c. The date of disconnection,
- d. How the customer may avoid disconnection,
- e. How to make a payment agreement, and
- f. Ameren's customer service number.⁷⁷

Ameren followed that procedure as to Mr. Mershon's account.

⁷⁴ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 158 line 1 through 24.

⁷⁵ EFIS No. 107, Ameren Exhibit 4, filed on March 20, 2014, first page.

⁷⁶ EFIS No. 107, Ameren Exhibit 4, filed on March 20, 2014, second page.

⁷⁷ EFIS No. 107, Ameren Exhibit 4, filed on March 20, 2014, first and second pages.

3. Also, not less than 24 hours before disconnection was due to occur, Ameren gave notice to Mr. Mershon by telephone call.⁷⁸

Conclusions of Law

Disconnection notices are subject to Commission regulation 4 CSR 240-13.050, which provides when and how Ameren may disconnect a customer.

As to whether Ameren may disconnect Mr. Mershon:

(1) Service may be discontinued for any of the following reasons:

(A) Nonpayment of an undisputed delinquent charge;

* * *

(E) Failure to comply with terms of a settlement agreement [.]

Ameren showed that those events are part of the disputed amount. Moreover, in *Ameren Missouri's Motion for Reconsideration or for Amended Order*, Ameren argues that no other amount is “disputed” under the Commission’s regulations governing disconnection, and disconnection is stayed only pending this report and order’s effective date.⁷⁹ Ameren is correct. The Commission’s regulation 4 CSR 240-13.045 describes the amounts on which Ameren cannot base disconnection according to actions that a customer takes to alert a utility. As far as the record shows, only the \$608.12 described in part III.A. Finding 10 is a disputed amount within that description.

As to the content of the disconnection notice, the law requires Ameren to give notice before disconnecting a customer under 4 CSR 240-13.050:

⁷⁸ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 163 line 17-22.

⁷⁹ EFIS No. 100, *Order to Cease Disconnection*, issued on March 14, 2014.

(5) An electric, gas, or water 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.

The content of the notice is also mandatory under 4 CSR 240-13.050:

(4) 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 payment 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

(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.

* * *

(7) Notice shall be provided as follows:

* * *

(C) In the case of a multi [-] dwelling unit residential building where each unit is individually metered or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.

(8) At least twenty-four (24) hours preceding discontinuance, a utility shall make reasonable efforts to contact the customer to advise the customer 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 door[-]hanger or at least two (2) telephone call attempts reasonably calculated to reach the customer.

Ameren's disconnection notices exceed those requirements because they include two written notices and a telephone call.⁸⁰

Mr. Mershon argues the following:

4. The company should have a better way of notifying customers that their accounts or delinquent rather than threatening and intimidating them.

5. The company should notify the customers when they believe it is time to get energy assistance to pay their utility bills.

* * *

7. The notices that are sent out to customers should be customer friendly rather than harsh and threatening. [⁸¹]

Imminent disconnection is inherently unnerving, and the Commission sympathizes with all who face that possibility, but a disconnection notice is an unfortunate necessity to bring an account's status to a customer's attention. Mr. Mershon's characterization of disconnection notices as harsh, threatening, and intimidating does not change Ameren's compliance with the regulations.

The Commission concludes that Ameren has committed no violation as to disconnection notices.

C. Customer Service

Mr. Mershon alleges that the customer service of Ameren and the Commission is inadequate. For example:

⁸⁰ EFIS No. 107, Ameren Exhibit 4, filed on March 20, 2014. In its brief, Ameren also cites section (9) of 4 CSR 240-13.050, but that section addresses notices during and after disconnection.

⁸¹ EFIS No. 27, *Petition*, filed on September 4, 2013, eighth and ninth page.

1. Ameren Missouri must use a better customer service base in order to accommodate all customers. It is not in place. [82]

* * *

9. Both Ameren Missouri and [t]he Commission have very poor customer service in the service needs to improve. [83]

In support, Mr. Mershon alleges that, in contacts with Ameren and the Commission, Ameren employees have spoken to him with harshness, incivility, and cruelty.

Findings of Fact

1. Ameren maintains a call center, the telephone number for which appears on Ameren bills. 84

2. During normal business hours, call center personnel have access to all billing information, and are authorized to address service requests and complaints, 85 and are authorized to enter into payment agreements. 86

3. Call center personnel are available to address emergencies 24 hours a day, seven days a week. 87

Conclusions of Law

As to Ameren's customer service, the Commission's regulation 4 CSR 240-13.040 requires that customers be able to reach someone who can help them, specifically with disconnection notices and payment agreements:

⁸² EFIS No. 27, *Petition*, filed on September 4, 2013, eighth page (emphasis added).

⁸³ EFIS No. 27, *Petition*, filed on September 4, 2013, eighth and ninth page.

⁸⁴ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 148 line 11-14.

⁸⁵ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 147 line 11-24.

⁸⁶ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 148 line 15-19.

⁸⁷ EFIS No. 97, Transcript volume 6, filed on March 10, 2014, page 148 line 20-24.

(2) A utility shall establish personnel procedures which, at a minimum, ensure that—

(A) At all times during normal business hours qualified personnel shall be available and prepared to receive and respond to all **customer inquiries**, service requests, safety concerns, and complaints. A utility shall make necessary arrangements to ensure that customers unable to communicate in the English language receive assistance;

(B) At all times during normal business hours, qualified personnel responsible for and authorized to enter into written **agreements** on behalf of the utility shall be available to respond to customer inquiries and complaints;

(C) Qualified personnel shall be available at all times to receive and initiate response to customer contacts regarding any **discontinuance** of service or an emergency condition related to the utility's operations occurring within the utility's service area [⁸⁸]

(Emphasis added.) Mr. Mershon makes no allegation and offers no evidence that any such personnel was unavailable, unprepared, or unqualified.

Mr. Mershon argues that Ameren and Commission personnel treated him with harshness, incivility, and cruelty. The Commission expressly condemns any such behavior by Commission personnel or from a public utility to a customer. But Mr. Mershon offers no evidence in support of his allegations.

Therefore, the Commission concludes that Mr. Mershon has not shown that Ameren committed any violation.

THE COMMISSION ORDERS THAT:

1. All relief requested in any pending motion or response, as described in the body of this report and order, is denied.

⁸⁸ Emphasis added.

2. All relief requested in the complaint, as described in the body of this report and order, is denied.

3. This order shall be effective on May 23, 2014.

BY THE COMMISSION



A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

R. Kenney, Chm., Stoll, W. Kenney, Hall,
and Rupp, CC., concur.

Jordan, Senior Regulatory Law Judge