

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

Ullesseyo Whitehorn,)	
Complainant,)	
)	
vs.)	Case No: EC-2015-0035
)	
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 7, 2014, Ms. Ullesseyo Whitehorn, with a residence and service address of 2224 Missouri Ave., St. Louis, Missouri (Complainant), initiated this proceeding against Company.
2. Any allegation not specifically admitted herein by the Company should be considered denied.
3. Ameren Missouri admits the allegations of paragraph 1 of the Complaint.
4. In answer to paragraph 2 of the Complaint, the Company admits that Complainant owns the 2224 Missouri Ave. property, and that Complainant has stated she would pay \$*,**.*. The Company denies the remainder of the allegations of paragraph 2 as stated.
5. In answer to paragraph 3 of the Complaint, the Company admits that Complainant has contacted the Company and the Commission several times over the past several months. The Company denies the remainder of the allegations of the Complaint as stated.
6. In further answer to paragraphs 2 and 3, the Company states as follows:
Whitehorn Accounts
 - a. On August 21, 2000, account ***** for electric utility service to 2224 Missouri, Unit 2F (2nd floor) was established in the name of Ullyseyo Whitehorn (“Whitehorn Acct. 2F”). Service on this account was transferred out of

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Complainant's name on October 12, 2012. At the time of the transfer, the Whitehorn Acct. 2F unpaid balance was \$*,**.*.

- b. As late as September 28, 2012 and October 10, 2012, Complainant called the Company to inquire about setting up a payment arrangement on Whitehorn Acct 2F so that service would be maintained. Complainant explained that she was *****, had no income, and claimed she was waiting on energy assistance.
- c. On October 11, 2012, Complainant called the Company and claimed, despite her assertions the day before, and despite an Accurant report that showed 2224 Missouri as her residence, that she had been living with her mother at **** and she wanted to rent 2224 Missouri out to someone else.
- d. Service on Whitehorn Acct. 2F was transferred out of Complainant's name on October 12, 2012. At the time of the transfer, the Whitehorn Acct. 2F unpaid balance was \$*,**.*.
- e. The final bill for Whitehorn Acct. 2F was sent to **** *. On October 18, 2012, Ms. **** *, Complainant's mother, called the Company and asked why the final bill for Complainant's account was mailed to Ms. *****'s address.
- f. On February 26, 2003, account *****-***** for electric utility service to 2224 Missouri Unit 1F (1st floor) was established in the name of Ullyseyo Whitehorn ("Whitehorn Acct. 1F").
- g. As late as September 28, 2012 and October 10, 2012, Complainant called the Company to inquire about setting up a payment arrangement on Whitehorn Acct 1F so that service would be maintained. Complainant claimed she was waiting on energy assistance.
- h. Service on Whitehorn Acct. 2F was transferred out of Complainant's name on October 12, 2012. At the time of the transfer, the Whitehorn Acct. 2F unpaid balance was \$*,**.*. The final bill was sent to **** *. On October 18, 2012, Ms. **** *, Complainant's mother, called the Company and asked why the final bill for Complainant's account was mailed to Ms. *****'s address.

- i. Accurant reports for Complainant show 2224 Missouri as her address from August 1999 to August 2014. Accurant reports do not show Complainant at 3912 Hartford at any time after 2008.

***** Accounts

- j. On October 9, 2012, Mr. ***** called to request service at 2224 Missouri. October 12, 2012, account *****-***** for electric utility service to 2224 Missouri Unit 2F was established in his name (“***** Acct. 2F”). Service to Unit 2F was transferred into Mr. *****’s name because Mr. ***** called and requested service.
- k. Service to Unit 2F was disconnected for nonpayment on August 6, 2013. At the time of disconnection, the ***** Acct. 2F unpaid balance was \$*,**.*.
- l. August 8, 2013, a female party called the Company to inquire about a deposit that would be put on ***** Acct. 2F if service were restored. Although the party calling claimed not to know who owned the building, the call came from the phone numbered registered to *Complainant*.
- m. On September 16, 2013, the unpaid balance on ***** Acct. 2F was transferred to ***** Acct. 1F, described below.
- n. On October 9, 2012, Mr. ***** called to request service at 2224 Missouri. October 12, 2012, account *****-***** for electric utility service to 2224 Missouri Unit 1F was established in his name (“***** Acct. 1F”). Service to Unit 1F was transferred into Mr. *****’s name because Mr. ***** called and requested service.
- o. On August 9, 2013, Complainant called to report a payment on ***** Acct. 1FL.
- p. On October 10, 2013, Complainant called to report a payment on ***** Acct. 1FL.
- q. On December 18, 2013, the Company received an energy assistance pledge towards an outstanding balance on ***** Acct. 1FL. The documentation for the pledge listed the last name of the party for whom the pledge was made as “***** (Whitehorn).”

- r. On March 25, 2014, Ms. ***** called to request that electric utility service to Unit 1F be transferred into an account in her name. Although Ms. ***** is Complainant's daughter, Ms. ***** reported to the Company that Mr. ***** referred her to the address. An Accurint report showed that Unit 1F had been reported as Ms. *****'s only address since May 2012. The Company also discovered that gas service to 2224 Missouri had never been placed in Mr. *****'s name, had been in the name of ***** , Complainant's son, from November 2012 through February 2014, and that on November 27, 2013, ***** had attempted to have gas service at 2224 Missouri transferred into her name. Since Ms. ***** had received the benefit of service at Unit 1F during both the period when service was provided under the Whitehorn Acct. 1F and the period when service was provided under the ***** Acct. 1F, and since both said accounts had unpaid balances, Ms. *****'s request for electric service in her own name at 2224 Missouri was denied due to the outstanding balances.
- s. Electric utility service to Unit 1F was disconnected for nonpayment on April 15, 2014. At the time of disconnection, the unpaid balance on ***** Acct. 1F was \$*,**.*.
- t. During a May 29, 2014 inspection at 2224 Missouri to verify that service was still disconnected, a Company serviceman noted that an extension cord was running from 2222 Missouri next door to 2224 Missouri. On May 30, 2014, the Company advised the customer at 2222 Missouri by letter that the extension cord supplying service to 2224 Missouri must be removed. On June 6, 2014 the Company again inspected 2224 and again found an extension cord between the two residences. On June 6, the customer at 2222 Missouri called the Company and asked why he could not help his neighbor, who had ***** , by running an extension cord to her house.
- u. On June 2, July 9, July 22, July 29 and August 4, 2014, Complainant spoke to Company representatives about restoring service at 2224 Missouri in Complainant's name. The Company advised Complainant that she must make a payment of \$*,**.* , equal to 80% of the outstanding balances on Whitehorn Acct. 1F, Whitehorn Acct. 2F, as well as ***** Acct.1F, since the Company's

previous investigation indicated that Complainant resided at 2224 Missouri while the accounts there were in Mr. *****'s name.

- v. On August 19, 2014, a Company representative spoke with Mr. *****. He denied living at 2224 Missouri for all but about the first month that service to 1F and 2F was in his name. The Company mailed him a theft ID packet and a copy of his final bill.
- w. Although Complainant's unpaid Whitehorn Acct. 2F balance was briefly transferred into the ***** Acct. 2F, the Company reversed this transfer after it could not place Mr. ***** at Unit 2F when service to Unit 2F was in Complainant's name. Contrary to Complainant's assertions, the Company has never "merged" (transferred) the \$*,**.* unpaid ***** Acct. 1F balance into Whitehorn Acct. 1F or into Whitehorn Acct. 2F. The Company did, however, insist that any party who received the benefit of service at Unit 1F during the period electric utility service was provided under ***** Acct. 1F must make arrangements to pay the unpaid ***** Acct. 1F balance before that party would be permitted to open an account for service to Unit 1F.
- x. Subsequent to the filing of this Complaint, the Company and Complainant agreed that the Company would provide electric utility service to Units 1F and 2F in Complainant's name on conditions i. and ii., below, and would leave for resolution through the complaint process whether the Company violated any statute, rule order or tariff and whether Complainant received the benefit of service under and should be responsible for the balance of ***** Acct 1F (which includes the final balance transferred from ***** Acct 2F).
 - i. As to Unit 1F, upon receipt of 80% (\$**.*.*) of the outstanding balance of Whitehorn Acct. 1F, the Company would establish a new account, *****_*****, in Complainant's name and would transfer the remaining 20% balance (\$**.*.*) to the new account for Unit 1F. Service to Unit 1F was turned on August 28, 2014.
 - ii. As to Unit 2F, upon receipt of 80% (**.*.*) of the outstanding balance of Whitehorn Acct. 2F and *after* completion of a wiring inspection by the City of St. Louis (required whenever service to an address has been turned

off for more than 6 months), the Company would establish a new account, *****_*****, in Complainant's name and would transfer the remaining 20% balance (\$***.**) to the new account for Unit 2F. As of the date of this Answer, the wiring inspection has not been completed so service to Unit 2F has not yet been turned on.

7. In response to Complainant's prayer for relief, the Company states:
 - a. the Company and Complainant have reached an agreement, as noted in subparagraphs 6.x. i. and ii., above, regarding the conditions under which electric utility service is to be provided to Units 1F and 2F in Complainant's name, and therefore, that portion of her prayer for relief calling "to have her lights restore[d]" is moot.
 - b. because the unpaid balances on the ***** 1F Acct. and ***** 2F Acct. are not attached or otherwise assigned to 2224 Missouri Ave., but rather are properly charged to those who receive the benefit the service provided at the premises, the Commission should deny Complainant's request that "Mr. ***** [s] debt of \$*,***.** [be] removed from Ullessey Whitehorn's address of 2224 Missouri Ave 1st and 2^{FL}."

8. In further answer, the Company states that it was proper for the Company to hold Complainant responsible for the unpaid balance for ***** Acct. 1F, and to refuse to provide service in her name until the Whitehorn Acct. 1F, Whitehorn Acct. 2F, and ***** 1F Acct. balances were paid, because the evidence available to the Company showed that Complainant, personally, and as landlord, received the benefit of service provided by the Company to 2224 Missouri under those accounts. 4 CSR 240-13.055(2) recognizes that a utility may refuse to commence service when, "...an applicant who is seeking service received substantial benefit and use of service to [another customer who has failed to pay his or her bill]." The Commission has recognized that it is proper for a utility to look to a person who has received the benefit and use of service for payment for that service. *See, e.g., Staff v. Mo. Public Service Co.*, 27 Mo. P.S.C. 563 (August 6, 1985).

9. The following attorneys should be served with all pleadings in this case:

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WHEREFORE, Ameren Missouri respectfully requests that Complainant's request to have the lights restored at 2224 Missouri Ave. be dismissed as moot, and that the Commission find that the Company did not violate any statute, rule, tariff or order when it held Complainant responsible, under the benefit of service rule and the Company's benefit of service tariff, for the outstanding balance of ***** Acct 1F and ***** Acct 2F; or in the alternative, that the Commission set the matter for hearing.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Entry of Appearance was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this _____ day of September, 2014.

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