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Witness: Aubrey M. Krcmar  
Sponsoring Party: Union Electric Company  
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File No.: EC-2019-0168  
Date Testimony Prepared: April 9, 2019

**MISSOURI PUBLIC SERVICE COMMISSION**

**FILE NO. EC-2019-0168**

**REBUTTAL TESTIMONY**

**OF**

**AUBREY M. KRCMAR**

**ON**

**BEHALF OF**

**UNION ELECTRIC COMPANY  
d/b/a Ameren Missouri**

*Respondent* Exhibit No. 1P  
Date 4-23-19 Reporter SAK  
File No. EC-2019-0168

Am. MO Ex. 1P  
PUBLIC  
4 CSR 240-2.135(2)(A)(1)

1     **I.     INTRODUCTION**

2           **Q.     Please state your name.**

3           A.     Aubrey M. Kremer.

4           **Q.     What is your position with Ameren Missouri?**

5           A.     I am a Regulatory Liaison, in the Regulatory Affairs Department, located  
6     in Jefferson City, Missouri. My responsibilities as Regulatory Liaison include the  
7     investigation and resolution of informal and formal complaints filed with the Missouri  
8     Public Service Commission (the "PSC" or "Commission") against Ameren Missouri (also  
9     referred to herein as the "Company") by its utility customers, as well as acting as a  
10    corporate representative and expert witness for Ameren Missouri in PSC regulatory  
11    proceedings involving formal complaints filed against Ameren Missouri.

12          **Q.     What was your position with Ameren Missouri before you became a**  
13    **Regulatory Liaison?**

14          A.     I worked in the Customer Service Department for 17 years, with my most  
15    recent role being that of a Customer Service Supervisor.

16          **Q.     In your former Supervisor position and your current Regulatory**  
17    **Liaison position, have you become familiar with the Company's methods of doing**  
18    **business, particularly as they pertain to providing residential (1M) electric service?**

19          A.     Yes, very familiar.

20          **Q.     Have you acquired technical and specialized knowledge with respect**  
21    **to the Company's billing practices and customer service protocols?**

22          A.     Yes.

23          **Q.     Do you also have technical and specialized knowledge about the**  
24    **Company's record keeping with respect to those subjects?**

1           A.     Yes.

2           **Q.     Do you believe your testimony will assist the Commission in**  
3     **understanding the evidence and determining the facts at issue in this Complaint?**

4           A.     Yes, I do.

5           **Q.     What is the purpose of your rebuttal testimony in this proceeding?**

6           A.     My rebuttal testimony addresses the two complaints Ms. Jill Covington  
7     Beatty (“Complainant”) previously made against the Company (File Nos. EC-2010-0142  
8     and EC-2017-0198), which have been revived through this (a third) docket.<sup>1</sup> More  
9     specifically, my rebuttal testimony addresses the following allegations and related  
10    requests for relief:

- 11           •     First Complaint, File No. EC-2010-0142
- 12                     ○ Allegation: the Company overcharged her by continuing to charge her  
13                     for service after she closed an account;
- 14                     ○ Requested relief: refund because she paid the amount by which she  
15                     alleges she was overcharged;
- 16           •     Second Complaint, File No. EC-2017-0198
- 17                     ○ Allegation A: the Company overcharged her by failing to apply an  
18                     energy assistance payment made toward an account;
- 19                     ○ Allegation B: the Company’s failure to apply the energy assistance  
20                     payment resulted in the Company improperly transferring an incorrect  
21                     account balance to a new account;

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<sup>1</sup> Complainant did not file pre-file any direct testimony on or before April 2, 2019 as ordered, so my rebuttal testimony responds to the prior complaints revived in this (third) docket.

- 1                   o Allegation C: the Company's failure to apply the energy assistance  
2                   payment resulted in the Company improperly charging her a deposit;  
3                   and  
4                   o Requested relief: the Company should credit Complainant's account in  
5                   an amount necessary to pay her account in full.

6    **II.    FIRST COMPLAINT**

7    **A. Allegation—Overcharge**

8           **Q.**    In case number EC-2010-0142 (the "First Complaint"), the allegations  
9    of which have been incorporated into Complaint EC-2019-0168 (the "Third  
10   Complaint"), Complainant alleged that the Company overcharged on an account  
11   that she closed in 1996, because she only owed \*\*\*\$[REDACTED].\*\*\* when the account  
12   closed, but the Company continued to charge the account for service after it was  
13   closed, eventually charging her \*\*\*\$[REDACTED].\*\*\*. First, do you believe the account for  
14   which Complainant claims she only owed \*\*\*\$[REDACTED].\*\*\* was closed in 1996?

15           A.    No.

16           **Q.**    Please explain.

17           A.    Complainant attached an exhibit to the First Complaint in support of her  
18   contention that she only owed \*\*\*\$[REDACTED].\*\*\* for the closed account. It appears to be a  
19   photocopy of a few different documents, all on one page. I recognize the document in the  
20   upper portion of that exhibit as an account record from the Company's old mainframe  
21   computer system, that Company personnel would refer to as a "bill screen." This bill  
22   screen pertains to service provided to Complainant at \*\*\*[REDACTED]  
23   [REDACTED]\*\*\* ("Midway"). Although I believe this is a Company record, I note that  
24   it appears Complainant made some handwritten notes on it.

1 I also recognize a portion of another Company record along the righthand side of  
2 the exhibit, a disconnection notice for Midway. These two records tell me that the  
3 Midway account was closed in 1997, not 1996. The disconnection notice shows that  
4 Complainant was still receiving service to Midway as of November 10, 1997 (although  
5 under threat of disconnection) and would only be disconnected for nonpayment (if no  
6 payment was received) after November 21, 1997. The disconnection notice also  
7 references receipt of a \*\*\*\$[REDACTED]. [REDACTED]\*\*\* payment on October 23, 1997. That same  
8 payment is reflected in the bill screen under the center "PRIOR PMTS/ADJS" column.  
9 Portions of the bill screen also read "SERV 11/17 TO 12/03" and "LAST BILL INFO."  
10 Read together, these two records reflect that service to Midway in Complainant's name  
11 terminated on December 3, 1997. So, I disagree that Complainant's service to Midway  
12 terminated sometime in 1996.

13 Q. Do you agree with Complainant's contention that she only owed  
14 \*\*\*\$[REDACTED]. [REDACTED]\*\*\*? If not, please explain.

15 A. I do not agree. There are handwritten marks on the bill screen that appear to  
16 reflect some sort of tally, and also a handwritten note, "\*\*\*\*\$[REDACTED]. [REDACTED]\*\*\* Balance Due."  
17 Though the column of numbers above that figure appear to have been tallied in some  
18 manner, they do not total that figure, so I cannot be sure how the figure was calculated.  
19 In any event, it would be incorrect to use only numbers from that column to determine a  
20 balance due, because that column only reflects prior payments and adjustments, but does  
21 not reflect prior charges. This is because in the old mainframe computer system, prior  
22 charges were detailed on a different screen. So, I disagree with the contention that  
23 Complainant only owed \*\*\*\$[REDACTED]. [REDACTED]\*\*\* on the Midway account after it was closed.

1 In addition, what the bill screen for the Midway account does reflect is: as of  
2 December 3, 1997, the date the Midway account was finaled, Complainant owed  
3 \*\*\*\$[REDACTED].[REDACTED]\*\*\* (see the left hand "LAST BILL INFO" column, and the total at the  
4 bottom of the column); on January 6, 1998, a \*\*\*\$[REDACTED].[REDACTED]\*\*\* payment was received (see  
5 the center left "PRIOR PMTS/ADJS" column); after applying that payment and as of  
6 May 21, 1998 an unpaid balance of \*\*\*\$[REDACTED].[REDACTED]\*\*\* remained (see the center right  
7 "CURRENT PMTS/ADJS" column); and the unpaid balance was charged off (see the  
8 notation "C-O BAL \*\*\*\$[REDACTED].[REDACTED]\*\*\*" above the "LAST BILL INFO" column), meaning  
9 it was sent to collections.

10 Q. If Complainant owed \*\*\*\$[REDACTED].[REDACTED]\*\*\* for service to Midway, why does  
11 she allege the Company overcharged her \*\*\*\$[REDACTED].[REDACTED]\*\*\*?

12 A. In spring of 2003, when Complainant later established a new account for  
13 residential (1M) service to \*\*\*[REDACTED]\*\*\*  
14 ("Schott Road"), the Company transferred the unpaid final balance from Midway to the  
15 account for Schott Road. This is reflected in the photocopied bill which appears down  
16 the left hand side of Complainant's exhibit to the First Complaint. On June 9, 2003, the  
17 Company billed Complainant \*\*\*\$[REDACTED].[REDACTED]\*\*\*, which included the \*\*\*\$[REDACTED].[REDACTED]\*\*\*  
18 transferred balance as well as \*\*\*\$[REDACTED].[REDACTED]\*\*\* in current charges (\*\*\*\$[REDACTED].[REDACTED]\*\*\* plus a  
19 \*\*\*\$[REDACTED].[REDACTED]\*\*\* late fee less a \*\*\*\$[REDACTED].[REDACTED]\*\*\* credit) for service to Schott Road, for a total bill  
20 of \*\*\*\$[REDACTED].[REDACTED]\*\*\*, due June 19, 2003.

21 Q. Is the Company permitted to transfer unpaid balances?

22 A. Yes. While I am not an attorney, my understanding is that 4 CSR 240-  
23 13.050(2)(B) permits a utility to, "transfer and bill any unpaid balance to any other  
24 residential service account of the customer...[.]" In addition, Union Electric Company

1 Electric Service Tariff No. 131.1, General Rules and Regulations, V. Billing Practices, F.  
2 Transfer of Balances, provides, "In the event of disconnection or termination of service at  
3 a separate customer metering point, premise or location, Company may transfer any  
4 unpaid balance to any other service account of the customer having a comparable class of  
5 service."

6 **Q. In sum, did the Company overcharge Complainant by billing her**  
7 **\*\*\*\$[REDACTED].[REDACTED]\*\*\*?**

8 A. No. When the Company billed her **\*\*\*\$[REDACTED].[REDACTED]\*\*\***, she owed an  
9 outstanding balance of **\*\*\*\$[REDACTED].[REDACTED]\*\*\*** for service to Midway, and she owed  
10 **\*\*\*\$[REDACTED].[REDACTED]\*\*\*** for current service to Schott Road, which together equal the  
11 **\*\*\*\$[REDACTED].[REDACTED]\*\*\*** that the Company billed her.

12 **Q. Did Complainant pay the Schott Road bill for \*\*\*\$[REDACTED].[REDACTED]\*\*\* that**  
13 **included the transferred balance?**

14 A. Yes, Complainant paid the bill about a week before it was due. The  
15 exhibit Complainant attached to her First Complaint also includes, down the center, a  
16 photocopy of a pay station receipt. The account number on the receipt is the same as the  
17 account number on the bill for service to Schott Road. The receipt shows a payment to  
18 the Company via its pay agent Gerbes, at Gerbes store #118 on June 12, 2003, in the  
19 amount of **\*\*\*\$[REDACTED].[REDACTED]\*\*\***.

20 **B. Request for Refund of Alleged Overpayment**

21 **Q. In her First Complaint, Complainant requests as relief her alleged**  
22 **\*\*\*\$[REDACTED].[REDACTED]\*\*\* overpayment. Is Complainant entitled to a \*\*\*\$[REDACTED].[REDACTED]\*\*\* refund?**

23 A. No, because she owed the Company that amount for service to Midway  
24 and Schott Road, as explained above.

1     **IV.     SECOND COMPLAINT**

2             **Q.     In case number EC-2017-0198 (the “Second Complaint”), the**  
3     **allegations of which have been incorporated into this Third Complaint,**  
4     **Complainant alleges her rights were violated on a closed account in 2015 and 2016,**  
5     **because she paid her bill but the Company kept putting charges on the account.**  
6     **First of all, what accounts is Complainant referring to?**

7             A.     From the years referenced, and my review of various Company records  
8     (identified below), the allegations of the informal complaint that preceded the Second  
9     Complaint, Staff’s Report in the Second Complaint, and a document Complainant filed in  
10    EFIS in the Third Complaint (EFIS Item 7), I believe the “2015” account refers to an  
11    account in her name for service to \*\*\* [REDACTED]  
12    [REDACTED] \*\*\* (“Cape Meadows”), and the “2016” account refers to an account in her  
13    name for service to \*\*\* [REDACTED] \*\*\* (“3<sup>rd</sup> St.”).

14            **Q.     How does Complainant allege her rights were violated on a closed**  
15    **account?**

16            A.     The Second Complaint does not specify, but based on my review of the  
17    documents noted above, it appears that Complainant believes that: the Company  
18    continued to charge her for service to Cape Meadows even after the account was closed;  
19    the Company received an energy assistance pledge on that account in 2014 that should  
20    have paid off the account balance; and the Company failed to credit the energy assistance  
21    payment to her Cape Meadows account balance.

22            **Q.     Do you agree with these allegations?**

23            A.     No. I believe they are all incorrect, and I believe Company account  
24    records, as well EFIS Item 7, supplied by Complainant, disprove the allegations.



1           **Q.**     Have you included the account records on which you rely as  
2   **Attachments to your testimony?**

3           **A.**     Yes.

4           **Q.**     Are all of the Attachments account records that the Company keeps  
5   **in the ordinary course of its business?**

6           **A.**     Yes.

7           **Q.**     Is all the data in these Attachments/account records entered into these  
8   **records in the ordinary course of its business, at or near the time of the events**  
9   **indicated?**

10          **A.**     Yes.

11          **Q.**     Are all of the Attachments to your testimony true and accurate copies  
12   **of these Company records, as they appear in the Company's records?**

13          **A.**     Yes.

14          **Q.**     Let's start with the Cape Meadows account. When was it opened and  
15   **when was it closed?**

16          **A.**     Complainant has had two accounts for service to Cape Meadows, but the  
17   **later one, relevant to the time period in question, was opened June 6, 2012 and was**  
18   **closed on March 12, 2014.**

19          **Q.**     Please identify the relevant Attachments, explain what they are, and  
20   **point us to the information in them that support your testimony.**

21          **A.**     Attachment AMK-1 is what the Company refers to as "contacts," for  
22   **Complainant's account for service to Cape Meadows. Contacts are an electronic written**  
23   **log of incoming and outgoing contacts, both automated as well as personal, between the**  
24   **Company and its customers (and sometimes third parties, like energy assistance**

1 agencies). Contacts contain three levels of information: information related to a specific  
2 premise (a physical metering point), information about customers receiving service at that  
3 premise, and information about the accounts under which customers receive service at  
4 that premise. Company personnel routinely refer to contacts when they are  
5 communicating with customers, to verify things like when a disconnection notice was  
6 sent, whether an energy assistance agency has made a pledge on an account, which  
7 employee a customer has spoken to, or what payment agreement terms were offered to a  
8 customer.

9 In Attachment AMK-1, the entry dated 2012-06-06, "connect completed" reflects  
10 that service to Cape Meadows began that date. The entries dated 2014-03-12 reflect that  
11 Complainant called the Company on that date and requested that service to Cape  
12 Meadows be taken out of her name as of that date.

13 Attachment AMK-2 is what the Company refers to as an "account activity  
14 statement" for this Cape Meadows account. An account activity statement is a  
15 computerized record for an account where data is automatically compiled from various  
16 departments within the Company, such as metering and billing data. It includes:  
17 customer name, service address, dates of service, amount of service provided during each  
18 billing cycle (kilowatt hours or ccfs), bill dates, payments received, late pay charges, etc.  
19 Account activity statements are used day in and day out by our customer care advisors to  
20 look up account information when customers call in to ask questions about their account,  
21 to check their balance, ask when a bill is due, see if a payment has been received, etc. A  
22 customer can also access her own account activity statement online.

23 In Attachment AMK-2, the first entry dated 06/25/2012 relates to electric service,  
24 and also reflects that service at Cape Meadows began on 06/06/12. The first entry dated

1 03/14/2014 relates to electric service and also reflects that the last date of service to Cape  
2 Meadows for which Complainant was billed was 03/12/14. Thus, Attachments AMK-1  
3 and AMK-2 are consistent with one another.

4 **Q. Do these records reflect that Complainant was billed for service that**  
5 **was provided at Cape Meadows after Complainant called and requested that service**  
6 **there be taken out of her name?**

7 **A.** No. They reflect that we didn't bill her for any service that was provided  
8 there after March 12, 2014.

9 **A. Allegation A—Overcharge**

10 **Q. Let's discuss the allegation that the Company received an energy**  
11 **assistance pledge for Complainant's account in 2014 that should have paid off the**  
12 **account balance for Cape Meadows. What do the Company's records and EFIS**  
13 **Item 7 reflect?**

14 **A.** Attachment AMK-2, entry dated 10/23/2013, reflects that as of that date,  
15 Complainant had an outstanding account balance of \*\*\*\$[REDACTED].\*\*\*. Attachment AMK-  
16 1, entry dated 2013-11-14, reflects that on that date, someone named Glenda Gibson from  
17 an energy assistance agency made a pledge (which is a promise to make a payment, but  
18 not a payment) of \*\*\*\$[REDACTED].\*\*\* towards Complainant's account balance. EFIS Item 7,  
19 which Complainant submitted to the Commission in the Third Complaint, appears to  
20 include a copy of a form used by an energy assistance agency under contract with the  
21 State of Missouri. It appears to incorporate information from the State's Low Income  
22 Home Energy Assistance Program ("LIHEAP") Energy Assistance ("EA") System.  
23 Consistent with AMK-1, EFIS Item 7 also appears to reflect that on November 14, 2013,  
24 "G. Gibson" pledged \*\*\*\$[REDACTED].\*\*\* in energy assistance funds on behalf of "Client:"

1   \*\*\*[REDACTED]\*\*\*. Attachment AMK-2 reflects that by the time Complainant's next  
2 bill issued on November 22, 2013, her total balance due had risen to \*\*\*\$[REDACTED].\*\*\*. As  
3 AMK-2 shows, when the pledged amount was actually *paid* on November 29, 2013 it  
4 came up \*\*\*\$[REDACTED].\*\*\* short of even paying off the balance as of that date, and  
5 Complainant continued to accrue charges after that date for service received through  
6 March 12, 2014.

7       If a pledge had been made on the Cape Meadows account in 2014, it would have  
8 been noted in the contacts, just like the November 14, 2013 pledge was noted. No  
9 Company record reflects that any energy assistance pledge was ever made on  
10 Complainant's Cape Meadows account by any energy assistance agency in 2014. If an  
11 energy assistance payment had been made in 2014, it would have been reflected in the  
12 account activity statement, just like the November 29, 2013 payment was reflected.  
13 Energy assistance aside, no Company record reflects that any other type of payment was  
14 received on Complainant's Cape Meadows account after the energy assistance payment  
15 was received on November 29, 2013 or at any time in 2014, though charges continued to  
16 accrue until service was taken out of Complainant's name on March 12, 2014. AMK-2  
17 reflects that when the account was closed on March 12, 2014, the outstanding account  
18 balance was \*\*\*\$[REDACTED].\*\*\*. In short, the Company did not receive an energy assistance  
19 pledge, or payment of any kind, in 2014 that would have paid off the Cape Meadows  
20 account balance.

21   **B. Allegation B—Improper Transfer of Incorrect Balance to New Account**

22       **Q.**     In the Second Complaint, Complainant also alleges that the Company  
23 subsequently overcharged her by transferring the account balance from Cape  
24 Meadows, which she alleges was incorrect, to her 3<sup>rd</sup> St. account. Did the Company

1 transfer the outstanding Cape Meadows account balance to another account for  
2 Complainant in 2016?

3 A. Yes. On May 20, 2016, Complainant called and requested service in her  
4 name to 3<sup>rd</sup> St., so the 3<sup>rd</sup> St. account was opened in her name as of that date. The Cape  
5 Meadows account balance in the amount of \*\*\*\$[REDACTED].\*\*\* remained unpaid, however,  
6 therefore a Company representative specifically advised Complainant that the balance  
7 from Cape Meadows would be transferring in to the new 3<sup>rd</sup> St. account. See the entries  
8 dated 2016-05-20 in Attachment AMK-3, which is the contacts record for 3<sup>rd</sup> St. The  
9 Cape Meadows balance was transferred in to the new 3<sup>rd</sup> St. account on May 23, 2016.  
10 See the entries dated 05/23/2016 on AMK-2, as well as entries of the same date in  
11 Attachment AMK-4, which is the account activity statement for the 3<sup>rd</sup> St. account.

12 Q. Was the Company permitted to transfer the balance from the Cape  
13 Meadows account to the 3<sup>rd</sup> St. account?

14 A. Yes. As explained above in reference to the transfer of Complainant's  
15 Midway outstanding account balance to her Schott Road account, my understanding is  
16 that 4 CSR 240-13.050(2)(B), and Union Electric Company Electric Service Tariff No.  
17 131.1, General Rules and Regulations, V. Billing Practices, F. Transfer of Balances, both  
18 permit that action.

19 C. Allegation C—Improper Assessment of Deposit

20 Q. In the Second Complaint, Complainant also alleges that the Company  
21 improperly charged her a deposit. Is the Company permitted to require a customer  
22 to pay a deposit? If so, under what circumstance?

23 A. Yes, it is. While I am not an attorney, my understanding is that 4 CSR  
24 240-13.030(1)(A) expressly permits a utility to require a deposit as a condition of

1 providing new residential service under certain conditions, including when: “the  
2 applicant has a past-due bill, which accrued within the last five (5) years and, at the time  
3 of the request for service, remains unpaid and not in dispute with a utility for the  
4 provision of the same type of service.”

5 As explained above, when Complainant called in 2016 to request residential  
6 electric service in her name at 3rd St., she had an outstanding account balance from 2014  
7 from her Cape Meadows account that remained unpaid. Complainant had never called to  
8 dispute the outstanding Cape Meadows account balance, so at the time she called to  
9 request service at 3<sup>rd</sup> St., the outstanding Cape Meadows account balance was not in  
10 dispute.

11 **Q. Did the Company charge Complainant a deposit? If so, was that**  
12 **wrongful?**

13 A. Yes, it did charge Complainant a deposit. See AMK-3, entry dated 2016-  
14 05-23, reflecting that the Company sent Complainant correspondence regarding the  
15 deposit, and AMK-4, entries dated 06/10/2016, 07/12/2016 and 08/10/2016, reflecting  
16 that the Company charged a total deposit amount of \*\*\*\$[REDACTED].\*\*\*, which was broken  
17 into three equal, monthly installments on her bills for 3<sup>rd</sup> St.

18 It was not wrongful to charge Complainant the deposit, because at the time she  
19 requested service at 3<sup>rd</sup> St., she had a \*\*\*\$[REDACTED].\*\*\* undisputed, outstanding account  
20 balance from 2014 for her Cape Meadows account.

21 **Q. In the Second Complaint, Complainant alleges that she was charged a**  
22 **big bill of \*\*\*[REDACTED].\*\*\* “not including the other amounts. Plus a deposit that I**  
23 **shouldn’t have, and was charged deposit about four times.” Do you agree with that**  
24 **allegation?**

1           A.     Yes and no. The first bill the Company issued to Complainant for the 3<sup>rd</sup>  
2     St. account was for a total of \*\*\*\$[REDACTED].\*\*\*. See Attachment AMK-4, entry dated  
3     06/10/2016. So, I agree she was charged that amount, and that it was a big bill.  
4     However, as the June 2016 entries in the CHARGES/DEBTS column on Attachment  
5     AMK-4 show, that bill included the \*\*\*\$[REDACTED].\*\*\* transferred balance previously  
6     discussed, the *first* (of three) deposit installment of \*\*\*\$[REDACTED].\*\*\*, and current charges  
7     for service to her at 3<sup>rd</sup> St. from May 20 through June 9, 2016 of \*\*\*\$[REDACTED].\*\*\*. To the  
8     extent the Second Complaint suggests that any of those charges were wrongful or  
9     improper, I would disagree, for the reasons I have previously stated.

10

11     **D. Requested Relief—Credit Account to be Paid In Full**

12           Q.     In the Second Complaint, among other relief, Complainant requests  
13     that her accounts be paid in full and that money be put on her accounts. It sounds  
14     as though, as relief for the wrongdoing she alleges, Complainant is requesting that  
15     the Company credit her account in an amount necessary to pay the account in full.  
16     Do you believe that Complainant is entitled to this relief?

17           A.     No, I do not. I believe all the amounts the Company has charged  
18     Complainant that she alleges to have been improper were in fact proper, as discussed  
19     above. Because the charges have been proper, it is Complainant, and not the Company,  
20     who is responsible for paying her account in full. To the extent the Company has  
21     received payment for those charges, the payments belong to the Company and she is not  
22     entitled to any credit on her account beyond certain credits that have already been applied  
23     to her account, relating to an energy assistance payment made on her account that  
24     exceeded the balance due, and relating to the portion of the previously discussed deposit

1 that was actually paid and the interest earned on it. Let me be clear, however, that the  
2 deposit the Company charged Complainant was proper.

3 Q. Please explain.

4 A. First I will explain how and why only a portion of the \*\*\*\$[REDACTED].[REDACTED]\*\*\*  
5 deposit was paid. Under the Company's payment posting sequence, if an account has an  
6 arrearage and a payment is made, the payment is first applied to any service charges in  
7 arrears, then to late pay charges in arrears, and only *then* (if anything is left) to deposit  
8 charges in arrears. As noted above, the \*\*\*\$[REDACTED].[REDACTED]\*\*\* deposit that Complainant was  
9 charged shortly after the 3<sup>rd</sup> St. account was opened in her name was broken up into three  
10 equal monthly installments, billed to her in June, July and August of 2016. Although the  
11 first \*\*\*\$[REDACTED].[REDACTED]\*\*\* deposit installment was billed on June 10, 2016, no payments  
12 whatsoever were received on Complainant's 3<sup>rd</sup> St. account until August of 2016. The  
13 two payments made in August covered the \*\*\*\$[REDACTED].[REDACTED]\*\*\* in arrears that had originally  
14 been billed on June 10, 2016, including the first deposit installment of \*\*\*\$[REDACTED].[REDACTED]\*\*\*.  
15 See Attachment AMK-4, entries dated 06/10/2016 and 08/08/2016. A similar sequence  
16 followed where bills were not timely paid or not paid in full, such that a few months'  
17 worth of accrued service charges and late pay charges fell into arrears. When payments  
18 were eventually received, they were first applied to those arrearages, and there was not  
19 enough left over to pay the second or third deposit installment. It was not until a  
20 \*\*\*\$[REDACTED].[REDACTED]\*\*\* payment was made on November 8, 2016, that all service charges and  
21 late pay charges in arrears were paid in full and anything was left over to apply to the  
22 deposit charges in arrears. Even then, the balance of the payment covered only  
23 \*\*\*\$[REDACTED].[REDACTED]\*\*\* of the second deposit installment that had been billed back in July of 2016.  
24 See Attachment AMK-4, entries dated 07/12/2016 and 11/08/2016.



1 After application of the November 8, 2016 payment, \*\*\*\$[REDACTED]\*\*\* of the  
2 \*\*\*\$[REDACTED]\*\*\* deposit charges remained in arrears. However, that unpaid portion of the  
3 deposit was automatically cancelled when energy assistance was pledged to  
4 Complainant's account on November 16, 2016. See AMK-3, entries dated 2016-11-16.  
5 The total deposit amount already paid, \*\*\*\$[REDACTED]\*\*\*, was held by the Company as a  
6 deposit.

7 About a year later, on December 1, 2017, an energy assistance payment of  
8 \*\*\*\$[REDACTED]\*\*\* was made on Complainant's 3<sup>rd</sup> St. account, which exceeded the account  
9 balance then due. On December 6, 2017, \*\*\*\$[REDACTED]\*\*\* in interest earned on the deposit  
10 held was credited to Complainant's account. See Attachment AMK-4, entries dated  
11 12/01/2017 and 12/06/17. The energy assistance payment caused Complainant to carry a  
12 credit balance on her 3<sup>rd</sup> St. account for several months. See Attachment AMK-4,  
13 Previous Balance column, entries dated 12/08/2017 through 05/10/2018. Because  
14 Complainant carried the credit balance on her account for six successive months, a  
15 Company system review of the account on June 6, 2018 confirmed that the deposit being  
16 held was eligible to be credited or refunded. As a result, \*\*\*\$[REDACTED]\*\*\* (the  
17 \*\*\*\$[REDACTED]\*\*\* deposit plus an additional \*\*\*\$[REDACTED]\*\*\* in accrued interest on the deposit)  
18 was applied toward Complainant's account balance, resulting in a new credit balance of  
19 \*\*\*\$[REDACTED]\*\*\*. See Attachment AMK-4, entries dated 06/07/2018 and 06/11/18. That  
20 new credit balance was applied toward (and used up by) her next bill for service that was  
21 issued on July 11, 2018. See Attachment AMK-4, entry dated 07/11/2018.

22 Q. Does your review of the account records for the 3<sup>rd</sup> St. account  
23 indicate that the Company has ever owed Complainant any other credit on her 3<sup>rd</sup>  
24 St. account?

- 1       A.     No, it does not.
- 2       **Q.     Does this conclude your rebuttal testimony?**
- 3       A.     Yes, it does.

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

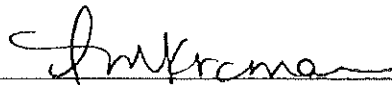
Jill Covington Beatty,	)	
Complainant,	)	
	)	
vs.	)	File No: EC-2019-0168
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

**AFFIDAVIT OF AUBREY M. KRCMAR**

**STATE OF MISSOURI**     )  
                                      ) ss.  
**COUNTY OF COLE**        )

Aubrey M. Krcmar, being fully sworn on her oath, states:

1. My name is Aubrey M. Krcmar. I work in Jefferson City, Missouri, and I am employed by Union Electric Company d/b/a Ameren Missouri as Regulatory Liaison.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony on behalf of Union Electric Company d/b/a Ameren Missouri consisting of 17 pages and Attachments AMK-1 through AMK-4, all of which have been prepared in written form for introduction into evidence in the above-referenced docket.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.

  
Aubrey M. Krcmar

Subscribed and sworn to before me this 9<sup>th</sup> day of April, 2019.

  
Notary Public

My commission expires: 8-20-19



MICHELLE CONNER  
My Commission Expires  
August 20, 2019  
Callaway County  
Commission #15637561

**This Attachment is Confidential in its Entirety**

**Attachment AMK-1**

**This Attachment is Confidential in its Entirety**

**This Attachment is Confidential in its Entirety**

**This Attachment is Confidential in its Entirety**