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STATE OF MISSOURI  
  
PUBLIC SERVICE COMMISSION  
  
TRANSCRIPT OF PROCEEDINGS  
  
Evidentiary Hearing  
  
September 19, 2013  
  
Jefferson City, Missouri  
  
Volume 3

(Starting time of hearing: 10:15 a.m.)

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STATE OF MISSOURI

PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing  
September 19, 2013  
Jefferson City, Missouri  
Volume 3

CHARLES HARTER, )  
)  
Complainant, )  
)  
vs. ) File No. EC-2013-0491  
)  
UNION ELECTRIC COMPANY d/b/a )  
AMEREN MISSOURI, )  
)  
Respondent. )

MICHAEL BUSHMANN, Presiding  
REGULATORY LAW JUDGE

1 A P P E A R A N C E S  
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1 (Whereupon, a certain document was marked for  
2 identification by the Court Reporter as Staff Exhibit No.  
3 1, psg, 9/19/13.)

4 (Starting time of hearing: 10:15 a.m.)

5 P R O C E E D I N G S

6 JUDGE BUSHMANN: Why don't we bring the proceeding  
7 to order and go on the record.

8 Good morning. Today's Thursday, September 19th,  
9 2013. The Commission has set this time for an evidentiary  
10 hearing in Charles Harter, Complainant, versus Union  
11 Electric Company doing business as Ameren Missouri,  
12 Respondent, File No. EC-2013-0491.

13 Let's begin with counsel making their entries of  
14 appearance. Mr. Harter, am I correct that you're  
15 representing yourself in this matter?

16 MR. HARTER: Yes, your Honor. Thank you.

17 JUDGE BUSHMANN: For Ameren Missouri?

18 MS. GIBONEY: Sarah Giboney, Smith and Lewis, LLP,  
19 111 South Ninth Street Columbia, Missouri, 65201.

20 JUDGE BUSHMANN: Staff of the Public Service  
21 Commission?

22 MS. HERNANDEZ: Jennifer Hernandez and Nathan  
23 Williams appearing on behalf of the Staff of Missouri  
24 Public Service Commission. Our address is P.O. Box 360,  
25 Jefferson City, Missouri, 65102.

1 JUDGE BUSHMANN: And I don't see anybody here from  
2 Office of Public Counsel.

3 My name is Michael Bushmann. I'm the Regulatory  
4 Law Judge that will be presiding over this hearing.

5 Charles Harter filed a complaint with the  
6 Commission on May 7th, 2013, alleging that Ameren Missouri  
7 failed to provide adequate notice of payments due under a  
8 cold weather rule payment agreement, improperly revoked  
9 the payment agreement, and improperly refused to reinstate  
10 the payment agreement.

11 On June 6th, 2013, Ameren Missouri filed its  
12 answer to the complaint which resulted in today's hearing.  
13 Ameren Missouri denies the allegations that its actions  
14 violated Commission's laws, rules, or tariffs. Staff  
15 investigated Mr. Harter's allegations and filed a report  
16 with the Commission on June 28th, 2013.

17 The issues in this hearing are whether the January  
18 21st, 2013, bill issued by Ameren Missouri to Mr. Harter  
19 and the information regarding it violated any Commission  
20 rules, statute, order, or tariff and whether Ameren  
21 Missouri violated any Commission rules, statute, order, or  
22 tariff when Ameren Missouri removed Mr. Harter from the  
23 cold weather rule payment agreement and refused to  
24 reinstate Mr. Harter to that payment agreement and sent  
25 disconnection notices to Mr. Harter both prior to and

1 subsequent to the filing of the May 7th, 2013, complaint.

2           Since this matter is a small informal complaint,  
3 under the Commission rules, it will be conducted in an  
4 informal summary manner. I'll first take testimony from  
5 Mr. Harter, and then he'll have an opportunity to provide  
6 additional information. Staff or Ameren Missouri will  
7 then present testimony from their witnesses. Each party  
8 will have the right to ask questions of opposing party's  
9 witnesses. Under the rules, Commission Staff will not be  
10 advocating a position, but Staff members are available as  
11 witnesses and Staff Counsel can question the other party's  
12 witnesses for clarification purposes.

13           Mr. Harter, do you have any questions about the  
14 hearing procedures or the process we're going to be  
15 following today?

16           MR. HARTER: Yes. In terms of -- yes, I do.

17           JUDGE BUSHMANN: And what's your question?

18           MR. HARTER: I wanted to introduce some exhibits  
19 which -- let's see -- three written --

20           JUDGE BUSHMANN: If you have exhibits to  
21 introduce, why don't we wait until after the conclusion of  
22 your testimony and then we can go through them one by one  
23 and deal with them at that time.

24           MR. HARTER: That would be fine, and then there's  
25 five, six recorded things, which I'm not sure of the

1 technical capability, but all the parties have them.

2 JUDGE BUSHMANN: And I believe that Ms. Giboney  
3 had already made arrangements to have some those audio  
4 files played in the hearing. And, so, we'll be able to  
5 deal with them later on in the hearing process.

6 MR. HARTER: I did not need for us all to sit and  
7 listen, just submit it for the Commission to listen to  
8 them along with the case.

9 JUDGE BUSHMANN: Why don't we deal with that once  
10 we get there. Do you have any questions about procedure  
11 that you needed to go over?

12 MR. HARTER: No. I'm -- as long as it's not  
13 raised that since I didn't properly provide foundation for  
14 the documents during my testimony that they'd be rejected,  
15 that I'd be able to submit that -- them afterwards.

16 JUDGE BUSHMANN: If there's any objection, I will  
17 allow you an opportunity to provide additional  
18 information.

19 MR. HARTER: Okay. Thank you.

20 JUDGE BUSHMANN: Any counsel have any other  
21 questions about procedural process?

22 MS. GIBONEY: No, your Honor.

23 MS. HERNANDEZ: No. Thank you.

24 JUDGE BUSHMANN: The witness list that I have  
25 indicates three witnesses. Mr. Harter will be testifying

1 first, followed by Staff witness Gay Fred and Ameren  
2 Missouri witness Cathy Hart; is that correct?

3 MS. GIBONEY: Yes.

4 MS. HERNANDEZ: Yes.

5 JUDGE BUSHMANN: Now, Mr. Harter filed a pleading  
6 on August 29th, and Ameren Missouri responded regarding  
7 disconnection notices after the complaint had been filed  
8 that raised an issue of whether or not those notices  
9 involved a matter in dispute in this case. Since the  
10 parties have submitted that as an additional issue that  
11 they all agree to, I'll consider the complaint to be  
12 amended to include that additional issue.

13 Are there any objections to that by the parties?

14 MS. GIBONEY: No.

15 JUDGE BUSHMANN: Don't hear any. Then, that issue  
16 will be included along with the others.

17 This will be probably a good time, if you have not  
18 already done so, why don't we take a few minutes to mark  
19 any exhibits that you intend to offer into the record. We  
20 can go off the record for a few minutes if you need to do  
21 that and bring them up to the Court Reporter.

22 (Whereupon, a recess was taken.)

23 (Whereupon, certain documents were marked for  
24 identification by the Court Reporter as Complainant's  
25 Exhibits 1 through 3, inclusive, psg, 9/19/13.)



1 (Whereupon, the record resumed.)

2 JUDGE BUSHMANN: Why don't we go back on the  
3 record. Mr. Harter, we're going to start with your  
4 testimony first. And, if you could, why don't you come up  
5 to the witness chair. That would maybe make it easier.  
6 And that's right up here (indicating).

7 MR. HARTER: All right. Would it be better to  
8 mark my complaints since they're --

9 JUDGE BUSHMANN: Why don't we deal with that when  
10 we get to the end of your testimony.

11 MR. HARTER: Oh, okay.

12 JUDGE BUSHMANN: Please raise your right hand.  
13 CHARLES A. HARTER, the Complainant, being duly sworn by  
14 Judge Bushmann, testified as follows:

15 JUDGE BUSHMANN: You may be seated.

16 DIRECT EXAMINATION BY JUDGE BUSHMANN:

17 Q Could you please state your full name for  
18 the record, and spell your last name?

19 A Charles A. Harter, H-a-r-t-e-r.

20 Q And where do you currently reside?

21 A 827 South Sappington, St. Louis, Missouri,  
22 63126.

23 Q How long have you resided at that address?

24 A Sixty-two years.

25 Q And, while residing there, were you a

1 customer of Ameren Missouri for electric service?

2 A Yes.

3 Q Did you enter into a cold weather rule  
4 payment agreement with Ameren Missouri around December  
5 2012 or January 2013?

6 A Yes.

7 Q Now, the parties have stipulated or filed a  
8 joint stipulation that includes some information about  
9 payments and bills and disconnection notices. Are you  
10 familiar with that joint stipulation?

11 A Yes.

12 Q Now, those -- that information is listed as  
13 highly confidential. Do you have an objection to changing  
14 that classification to make it not confidential? Is that  
15 something that concerns you?

16 A I -- I did not mark it.

17 Q I know that the Staff prepared it that way.  
18 I'm just asking you, because it involves your information,  
19 involving your payments, whether that's something that is  
20 a concern to you that that be confidential.

21 A Um, yeah, I don't think the Social Security  
22 -- as long as there's not something like that in there.

23 Q I don't remember seeing anything like that  
24 in the joint stipulated facts. That's what I'm asking  
25 about.

1 A Oh.

2 Q The facts in the joint stipulation.

3 A Right, which would include the exhibits,  
4 but I don't think there's any identifying, or more  
5 identifying than I would want.

6 Q Would you have an objection to changing  
7 that so it's no longer confidential?

8 A No.

9 Q Okay.

10 A And I did not request it. I have no  
11 opinion on it.

12 Q Just want to make sure.

13 A Thank you.

14 JUDGE BUSHMANN: Do any other parties have an  
15 objection to changing that classification?

16 MS. GIBONEY: No, your Honor.

17 MS. HERNANDEZ: No.

18 JUDGE BUSHMANN: Okay. Thank you.

19 Q (By Judge Bushmann) Now, Mr. Harter, I'm  
20 going to go through some questions that may go back over  
21 ground that you already stipulated to, but I just kind of  
22 like to hear it in your own words.

23 Having talked about the cold weather agreement you  
24 entered into, what were the terms of that agreement, to  
25 the best of your memory?

1                   **(Whereupon, the Witness looked at documents.)**

2                   A            (By the Witness) First of all, that I  
3 would not be disconnected and that I would make a payment  
4 by January 2nd of \$157.14.

5                   **Q            Were you required to make any subsequent**  
6 **payments after that?**

7                   A            I'm sure I was. I, uh -- my plan at the  
8 time was to receive my Federal income tax refund and pay  
9 full arrearage out of those funds, and I was expecting  
10 that in February. And, so, I wasn't following the details  
11 further than my plan, and I don't -- I don't recall the  
12 details other than that which got me to where I thought it  
13 could all be resolved.

14                  **Q            Now, did you receive a document from Ameren**  
15 **Missouri that explained the details of that agreement?**

16                  A            I may have. I don't know. I don't -- I  
17 may have, but I haven't located it. I don't know that I  
18 did or didn't. If they say I did, then I did. I don't  
19 know.

20                  **Q            Do you remember if one of the terms of that**  
21 **agreement was that if your payment was less than the**  
22 **amount due or paid after the due date then you'd be in**  
23 **default?**

24                  A            I don't remember. I don't dispute it. It  
25 is one of the points I would like to raise today.

1           Q       Did you receive a bill for service that was  
2       issued on February 19th, 2013, in the amount of \$162.66?  
3       I believe that was in Exhibit C in the stipulation.

4           A       Yes.

5           Q       Did that have a due date of March 1st and a  
6       delinquent date of March 12th, to the best of your memory?

7           A       If that's what it says.

8           Q       And did you make a payment in full by March  
9       1 of that -- of that bill, on the due date?

10          A       Yes. Before that, yes.

11          Q       When did you pay that bill amount?

12          A       February 14th, \$177.1. So, I would have to  
13       say that it was not the 166. It was \$177.1 was the  
14       amount.

15          Q       Did you receive a bill for service after  
16       that on March 20th, 2013, in the amount of \$605.76? I  
17       think that was Exhibit E in the stipulation? Did you  
18       receive that bill?

19               (Whereupon, the Witness looked at documents.)

20          A       (By the Witness) Um, exhibits that I have  
21       aren't labeled.

22          Q       In the stipulation that you agreed to.

23          A       Oh, I see. Exhibit C.

24          Q       E.

25          A       Yes, Exhibit E.

1 Q Did you receive that bill?

2 A Yes.

3 Q And did you pay that bill in full by that  
4 due date?

5 A No, because it was \$605.76.

6 Q Did you pay the bill later?

7 A Not the \$605. I paid the hundred and --  
8 \$162.66.

9 Q And when did you pay that?

10 A Um, they received it on April 1st.

11 Q I'm a little confused, because you said  
12 that you had made the payment, \$166 payment back on  
13 February 14th.

14 A No. I made a payment of \$177.01 on  
15 February 14th.

16 Q And that was -- was that from some prior --

17 A That was the full amount that was due.

18 Q Okay.

19 A That was the February bill, which I paid in  
20 full. And 162 was the March bill, which I paid in full.

21 Q Okay.

22 A The -- the other amount was the arrearage  
23 that had been covered by the cold weather rule agreement.  
24 And it was in the nature of \$477.50, according to Exhibit  
25 E.

1                   Q       Now, did you contact Ameren Missouri and  
2       request reinstatement of that cold weather rule payment  
3       agreement?

4                   A       Yes.

5                   Q       When did that happen?

6                   A       When I -- when they threatened to  
7       disconnect. I don't want to dispute the agreed findings.  
8       I would say in April here.

9                   Q       So, as far as you know, it was in April?

10                  A       Yes. I don't -- I thought we had  
11       stipulated to it.

12                  Q       And, when you contacted Ameren Missouri,  
13       who did you talk to?

14                  A       Whoever answered the phone.

15                  Q       What happened?

16                  A       He told me that I could not be reinstated  
17       because I had failed to make a payment. And this is my  
18       primary point is that the cold weather rule's been  
19       instigated as an intention of mercy for poor people, and  
20       now it has been converted through its codification into a  
21       weapon, because once they meet the minimum standards set  
22       out by the code, then they can wield with impunity a  
23       harshness that they could not otherwise -- or did not  
24       otherwise universally use.

25                         Prior to the cold weather rule, if you're poor and

1 you can't pay your bill and you build up an arrearage,  
2 then making an agreement that you're going to pay your  
3 bill plus an additional amount is going to be problematic,  
4 because, if people could do that, they wouldn't be in the  
5 position they were in. And if you missed a payment or  
6 messed up or child got sick, you needed money in some  
7 fashion, you could negotiate how to pay the bill, or to  
8 maintain your service with some minimum payment that the  
9 company would accept, and that was done either  
10 individually or through some method. But with the cold  
11 weather rule, it's codified and you say, Okay, you get X  
12 amount, you pay X amount more. You do this and, if you  
13 miss a payment, then you're out. You can't be reinstated.

14 And it's that harshness that I am here today to  
15 protest and to object about, and not only on my behalf --  
16 I have some resources including education, not financial,  
17 to respond -- but it's the license, it's -- it's the end  
18 of mercy which has been converted to a license saying, We  
19 met minimum standards and now you're out, and they won't  
20 renegotiate. If you've failed to make -- in their opinion  
21 -- a required payment, instead of saying, Okay, we'll put  
22 you back on the cold weather rule and you can make it up  
23 by doing X or Y, they say you're not eligible -- you're  
24 not eligible under the law, under the code, under the  
25 sanctions, under the statutes, under the rules, under



1 whatever written certification that grants them -- by  
2 "them", I say the utilities -- the license to refuse you  
3 the mercy of the cold weather rule.

4 And then they'll say, Your only object now is to  
5 pay all of your arrearage. It's 5, 6, 7, \$800. People  
6 who can't make a \$130 payment aren't going to be able to  
7 make a \$600 payment. There's -- so, it's turned it on its  
8 head. It's used as a method of disconnection instead of a  
9 method to avoid disconnection.

10 And, particularly regarding electricity, I think  
11 its -- should be amended to be a summer, a warm weather  
12 rule. Seems to me, warm weather is more dangerous than  
13 cold weather. Refrigeration of food in the winter, if  
14 your electricity's off, at least you can put your food on  
15 the porch and it will be not spoiled. But in the summer,  
16 if you lose electricity, you have no air conditioning, you  
17 have no refrigeration, you have no food, no television, no  
18 internet, no computer. It's -- it's a massive strike to a  
19 person's sustainability that cannot be avoided if you find  
20 yourself in need and in poverty.

21 Q Okay. Did you ever advise Ameren Missouri  
22 that the amount of the bill was incorrect, the amount that  
23 had been charged for electric service?

24 A Yes.

25 Q I'm not talking about arrearages. I'm

1     **talking about the amount of a current charge, whether or**  
2     **not that was -- that amount was correct.**

3             A           Yes. On February 13th, at some time prior  
4     to that -- I'm not sure exact date -- but within a short  
5     period of time before that, I had received, as expected,  
6     my income tax refund. When I am disabled, we have no  
7     income. That is a source of bounty. It's the beaching of  
8     the whale. It's the time when I have funds available to  
9     catch up other difficulties. And I have on a desk all the  
10    things that I owe, the electric company, the water  
11    company, and whoever else is in line, and I can pay them  
12    in full out of those funds before they disappear. And  
13    that was my intention.

14            But the bill, in my way of thinking, was masked in  
15    that it didn't reveal the full amount. I wanted to pay  
16    the full amount, everything, including this arrearage that  
17    was covered under the cold weather rule.

18            **Q           So, at that time when you told them you**  
19    **thought that there was an amount that had been charged**  
20    **that was incorrect, did you pay the part of the charge**  
21    **that was not in dispute by the due date or within four**  
22    **days afterwards?**

23            A           I would submit yes.

24            **Q           When was that?**

25            A           That was the one that they reported

1 received on April 1st.

2           **Q       So, you're saying that the next payment you**  
3 **made was April 1st after February 13th?**

4           A       I'm saying Exhibit C -- I'm sorry. It's  
5 Exhibit B. Exhibit B -- is the source of my complaint.  
6 And the problem in that, it lists only \$177, and I called  
7 up on the 13th and was informed and told by a recorded  
8 message which I'm disputing -- I don't remember the  
9 details, but I know I called -- and the company says, from  
10 their records, that I got the recorded message, I don't  
11 dispute that, but I was -- I was told that was the amount,  
12 and that's what I paid. And, to my mind, I thought I had  
13 paid everything.

14           And, so, when the next bill came, that would be  
15 Exhibit C -- or the disconnect of Exhibit D, is that it?  
16 No. I'm sorry. That's not the disconnect of Exhibit D.  
17 Exhibit E, the bill, I could not pay the \$605.76.

18           **Q       So, did you contact Ameren Missouri to**  
19 **request another payment agreement --**

20           A       Yes.

21           **Q       -- after April?**

22           A       Yes.

23           **Q       Perhaps, May?**

24           A       No.

25           **Q       It was in April?**

1 A Yes.

2 Q What happened when you contacted --

3 A They said I wasn't eligible.

4 Q And were you offered a different kind of  
5 payment agreement?

6 A No.

7 Q Were you ever offered a different kind of  
8 payment agreement?

9 A To my memory, no. Nothing that I could  
10 pay.

11 Q That's not exactly what I asked.

12 A Oh.

13 Q I'm asking if they offered you to set up a  
14 different payment agreement other than the cold weather  
15 rule payment agreement that you had been under.

16 A Yes, but it was not -- it required an  
17 initial payment that was beyond my reach.

18 Q When was that -- when you had a  
19 conversation, do you remember anybody you spoke to?

20 A No.

21 Q When did that occur when you discussed a  
22 subsequent payment agreement?

23 A And, with regard to that, I don't -- I  
24 don't know. I'm not sure that people identified  
25 themselves. I speak to who answers the phone.

1           Q       Did you ever make a payment or enter into  
2 another payment agreement -- I'm assuming that was in May;  
3 is that correct, since it was in after April?

4           A       Technically, no, because I could not. It  
5 was an actual and physical impossibility. I think they  
6 wanted 200, like 200-and-something dollars, which I did  
7 not have. \$270, or something.

8           Q       In the stipulation, it does say that you  
9 made a payment of \$278 on May 6th, 2013.

10          A       Yes, but I did not have that in April, when  
11 they were going to disconnect me. And that is --

12          Q       Was that \$278 the first payment of this new  
13 payment agreement? Because you just referred to that as  
14 being the amount that they wanted.

15          A       I would not characterize it as a payment  
16 agreement. I filed a complaint with the Public Service  
17 Commission which was treated as an informal complaint, and  
18 then it was denied, and then I filed -- and then I believe  
19 they have a recording which they're planning to play in  
20 which the PSC negotiated something. And I believe that's  
21 where this number came from, and then I filed the formal  
22 complaint, and then I made that payment.

23          Q       So, you didn't intend to enter into another  
24 payment agreement; is that correct?

25          A       That -- I didn't -- I didn't want my

1 service disconnected, and that was the only option that  
2 was given to me.

3 Q Now, Exhibit H of this stipulation  
4 indicates that there is a bill issued on May 20th in the  
5 amount of \$186.10 due on May 31st. Did you receive that  
6 bill?

7 A I'm sorry. Which? Exhibit F?

8 Q Exhibit H of the stipulation.

9 A Yes.

10 Q Did you pay that bill on time and in full?

11 A No.

12 Q Now, in the stipulation, there's a lot of  
13 bills and payments listed, and it looks like it runs from  
14 approximately December 2012 through August 2013. Did you  
15 make any payments to Ameren Missouri as a bill payment  
16 that are not listed in this stipulation and agreement  
17 during that period of time?

18 A I don't believe so.

19 Q Okay.

20 A I mean, I'm not -- somebody wants to say I  
21 did, I'm not going to dispute it, but not to my knowledge.

22 Q On August 29th, you filed a pleading  
23 requesting relief that the Commission prevent your service  
24 from being disconnected for nonpayment of amounts in  
25 dispute in the complaint case, and Ameren Missouri

1     **responded stating that disconnection notices sent to you**  
2     **in July and August 2013 relate to nonpayment of charges**  
3     **for service that was provided after your complaint was**  
4     **filed.**

5             **Now, do you agree with Ameren Missouri's**  
6     **statements in its response to those disconnection notices**  
7     **involved a matter that was not in dispute?**

8             A       No, I do not. Strongly.

9             Q       **In what way do you disagree?**

10            A       The amount in dispute involves the entire  
11     arrearage that was subject to the cold weather rule and  
12     not paid, which it is my position that, by not billing it  
13     in February, they can't claim it for disconnection  
14     purposes. And, so, that amount is in dispute. If they  
15     don't bill it, I don't owe it. So, if -- I'm not saying  
16     that Ameren's going to accept that argument, but if that  
17     is the argument, that is my position, then, obviously, the  
18     amounts for which they intend to disconnect in May, June,  
19     and July, and August, are still contained therein because  
20     they were never paid, and they go all the way back to  
21     December and before.

22            Q       **Okay. Now, is there anything else about**  
23     **this case or any -- any information that you'd like to**  
24     **provide at this time or any other statement that you would**  
25     **like to make that you haven't already told me?**

1           A           Yes, there is, but I sort of already did it  
2 when you were kind enough to allow me to ramble for a  
3 moment.

4           Q           **This would be your opportunity, if there's**  
5 **anything you would want to add to your previous statement,**  
6 **you can add it.**

7           A           Thank you. Instead of repeating that, I  
8 would say that that is my first issue, or primary issue,  
9 is that I would hope that whatever the letter of the law  
10 is that, in this case, if the letter of the law regarding  
11 reinstatement of a cold weather rule agreement is  
12 followed, it destroys the spirit of the law and it becomes  
13 more harsh than it would be with the absence of the cold  
14 weather rule.

15                   It has stood -- the rule -- on its head to the  
16 point where it is no longer a help, it is a hurt. If  
17 someone can't make the exact payment that's required --  
18 and that's going to be very difficult for anyone that's  
19 thrown in there, because they're not only paying their  
20 bill, they're paying an additional amount which is  
21 difficult, and you're talking the long month of January  
22 after Christmas when everything's depleted, to come up  
23 with extra money -- that is a recipe for failure.

24                   And I would hope that the person that is poor not  
25 be treated worse than, say, a criminal would because they



1 haven't committed a crime, they're just a citizen in a  
2 difficult situation. But a criminal, um, say, getting  
3 probation from a Judge that violates his probation will  
4 often be -- have the situation addressed and be reinstated  
5 to probation at the discretion of the Judge. In this  
6 case, it's no longer a matter of discretion with the  
7 utility to reinstate, no matter what the problem. The  
8 situation is that once you've failed to make a numerical  
9 obligation, then there's a record and there's a rule that  
10 supports the record that gives backing and cover to the  
11 utility to say uniformly you are not eligible, you're out.

12 And, once you're out, it's not like you go back to  
13 where you were before. Because you could make an  
14 agreement before to avoid disconnection, you could say,  
15 Look, can I just pay a little? Can I pay this much? Can  
16 I pay 177 plus 30? You know, I can get together 200 to  
17 avoid disconnection. Now that's no longer an option if  
18 you've been granted that and failed it. Now, what you get  
19 is the entire amount, 800, a thousand, whatever your  
20 arrearage was, it is presented as an impossible barrier  
21 such that, to my way of thinking, you're probably better  
22 off without the cold weather rule.

23 And, so, what I'm asking is that discretion be  
24 allowed in reinstatement. And, in this case, um, I would  
25 -- if the rule could be amended or removed that says that

1 you're not eligible for reinstatement if you miss a  
2 payment, I think that would be a wonderful thing and allow  
3 it to be case-by-case, discretionary when and how you're  
4 reinstated. I think you should be eligible to be  
5 reinstated.

6 And, then, the second issue is with the PSC, and  
7 that is that I believe these matters, these amounts are in  
8 dispute and have been in dispute throughout the  
9 proceeding, from the time of the complaint on May 6th.  
10 And, as such, I don't believe I should have been  
11 threatened with disconnection during this proceedings. It  
12 allows the utility leverage, which they shouldn't have, to  
13 try -- it would force me to drop my complaint. I'm not  
14 saying they did this. I'm saying that the threat of a  
15 disconnection to a person, to a citizen appearing before a  
16 government tribunal such as this, is unfair advantage. I  
17 can't do that to them. We are no longer equals of a  
18 Constitutional right as their access -- the articles, I  
19 don't have it on my tongue, but I can cite it in a brief,  
20 if you wish -- access to the courts.

21 And this is one access to the courts. Whether or  
22 not you're considered a court, it is access to the courts  
23 since the appeal goes to the Circuit Court, and I don't  
24 think I should be leveraged or blocked by a threat of the  
25 disconnection.

1           And, so, I think it clearly contains amounts, and  
2   the fact that the utility would continue to send multiple  
3   disconnection threats, including the ones in May and  
4   August, I find, uh -- I object to that. And I don't think  
5   it's proper to do so. And, assuming that there is some  
6   decision here, I'm not sure what my status will be on the  
7   other side. Will I again be eligible for a payment  
8   agreement? Will I be eligible for some sort of cold  
9   weather rule? I don't know the timing of it. Will they  
10   say, You pay a thousand dollars or you're out? Will I be  
11   shown no mercy because I exercised my rights and requested  
12   a hearing, requesting the procedures of disconnection?  
13   Can I make it through until next income tax refund when I  
14   can pay whatever is due?

15           It's, just -- a disconnection of electricity is  
16   such a vital and serious matter. It's food, it's  
17   survival, communication, all communication with the  
18   outside world in today's world. And, maybe in the past,  
19   it had very little significance a hundred years ago, but  
20   today it's -- it's a rather large part. Thank you.

21           JUDGE BUSHMANN: Now, you have some exhibits. Did  
22   you want to offer any of those into the record?

23           MR. HARTER: Yes, I would. Uh, there's a series  
24   of recordings of phone calls that I had made which were  
25   provided by Ameren, and I haven't marked them. I do not

1 have them on a disk.

2 JUDGE BUSHMANN: My understanding is that Ameren  
3 Missouri was going to offer those as part of their case;  
4 is that correct, the audio recordings?

5 MS. GIBONEY: Some of them, yes.

6 JUDGE BUSHMANN: Okay.

7 MR. HARTER: I would just say why don't we just  
8 put them all in.

9 JUDGE BUSHMANN: Well, why don't we -- once we  
10 start doing the audio -- unless there's something in  
11 particular that you want to offer now that they're not  
12 going to offer?

13 MR. HARTER: Quite the opposite.

14 JUDGE BUSHMANN: Okay.

15 MR. HARTER: There's nothing -- no vital one thing  
16 in particular, just the entire.

17 JUDGE BUSHMANN: In that case, why don't we wait;  
18 and when Ameren Missouri offers exhibits, if there's any  
19 additional ones, you can mention it.

20 You had some documents. Did you have any of those  
21 you wanted to offer?

22 MR. HARTER: Yes. Regarding the oral audio  
23 exhibits, I would just -- as far as my chance to testify  
24 as to them, if they're going to be disjointed in that way  
25 --

1 JUDGE BUSHMANN: I can provide you an opportunity  
2 to add information at that time if you need it.

3 MR. HARTER: I would just say in my hearing  
4 reinforces to me that it was harsh and dismissive, and the  
5 tone and treatment and process during the application, and  
6 that was borne out by the sequence of tapes, I think.

7 JUDGE BUSHMANN: What about the documents that you  
8 have? Did you want to offer any of those?

9 MR. HARTER: Yes.

10 JUDGE BUSHMANN: And I understand you don't have  
11 copies, so you'll need to mark those as, like, Harter  
12 Exhibit 1 or 2, and you need to show them to other  
13 counsel.

14 MR. HARTER: Yes. My complaint, unless it's --  
15 well, both complaints -- unless they're part of the record  
16 --

17 JUDGE BUSHMANN: That's part of the record.

18 MR. HARTER: Even the second one?

19 JUDGE BUSHMANN: It's part of the record. It's  
20 been filed.

21 MR. HARTER: Okay. Then -- and I don't understand  
22 it, but, apparently, this (indicating) is Ameren's letter  
23 to me which confirms the exhibit that Staff is prepared to  
24 offer concerning the agreement that you asked about.

25 JUDGE BUSHMANN: Do you want to show that to the

1 other counsel and have them take a look at that?

2 MR. HARTER: Yes. And, then, there's the letters  
3 on August -- on May 1st and August 1st in which the Public  
4 Service Commission disposes of the informal complaint.

5 JUDGE BUSHMANN: Okay. Are those marked as  
6 numbers?

7 MR. HARTER: 2 and 3.

8 JUDGE BUSHMANN: And what's No. 1?

9 MR. HARTER: The letter from Ameren setting out  
10 the details of the agreement which the PSC -- during the  
11 process of the informal complaint negotiation.

12 JUDGE BUSHMANN: All right. Let other counsel  
13 look at them and see if they have any objection to  
14 bringing those into the record.

15 (Whereupon, other counsel looked at the exhibits.)

16 MR. HARTER: Again, I guess, on response to  
17 earlier -- we're on the record -- I think my son -- I'm  
18 not sure. One of my children, apparently, wrote a message  
19 in Morse code. It was just used as scrap paper. It's not  
20 me. I don't know what it says. My Morse code is not up  
21 to it; but, in case it says something really bad -- I  
22 don't know what it says -- I don't want to introduce that.  
23 It has nothing to do with this.

24 JUDGE BUSHMANN: Okay.

25 MR. HARTER: And I've covered it up with some

1 stickers, I guess.

2 MS. HERNANDEZ: Your Honor, Missouri has no  
3 objection.

4 MR. HARTER: I think the first word is Hi, and it  
5 was four dots, and I think the Morse code it says Hi, and  
6 then something else. I don't know what it says.

7 JUDGE BUSHMANN: Okay.

8 MR. HARTER: He's doing a Boy Scout thing. As a  
9 matter of fact, I would propose, if possible, to recover  
10 that original, such that the record couldn't be peeled  
11 back.

12 JUDGE BUSHMANN: Staff have any objection to these  
13 exhibits?

14 MS. HERNANDEZ: No.

15 MS. GIBONEY: Judge, I'm not sure I understood Mr.  
16 Harter's comment about recovering the original?

17 MR. HARTER: Exhibit 1. If I could have the  
18 original back, and then you could keep as the exhibit --

19 JUDGE BUSHMANN: What I think I would prefer to do  
20 would be we would stipulate that any marks covered by the  
21 stickers would be irrelevant and not admitted into the  
22 record.

23 MR. HARTER: Could I black, then, out underneath  
24 the sticker?

25 JUDGE BUSHMANN: I think they're sufficiently

1 covered.

2 MR. HARTER: Except that it's temporary.

3 JUDGE BUSHMANN: Okay. Complainant's Exhibits 1,  
4 2, and 3 have been offered into the record. There are no  
5 objections, so those exhibits will be received into the  
6 record. And, for Exhibit 1, the marks under the stickers  
7 are irrelevant and not included as part of the record.

8 Anything further, Mr. Harter?

9 MR. HARTER: Uh, no, thank you.

10 JUDGE BUSHMANN: All right. Mrs. Hernandez, do  
11 you have any questions you would like to ask Mr. Harter?

12 MS. HERNANDEZ: No, I do not. Thank you.

13 JUDGE BUSHMANN: Mrs. Giboney?

14 MS. GIBONEY: No, I do not.

15 JUDGE BUSHMANN: Thank you, Mr. Harter. You may  
16 step down now.

17 (Whereupon, the Witness left the witness stand.)

18 JUDGE BUSHMANN: Ms. Hernandez, would you like to  
19 call your witness?

20 MS. HERNANDEZ: I would call Gay Fred.

21 JUDGE BUSHMANN: Would Gay Fred please come  
22 forward.

23 (Whereupon, Gay Fred approached the witness  
24 stand.)

25 JUDGE BUSHMANN: Please raise your right hand.



1 GAY FRED, a witness, being duly sworn by Judge Bushmann,  
2 testified as follows:

3 JUDGE BUSHMANN: You may proceed.

4 DIRECT EXAMINATION BY MS. HERNANDEZ:

5 Q Good morning. Can you state and spell your  
6 name for the record, please?

7 A Gay Fred. G-a-y F-r-e-d.

8 Q And by whom are you employed?

9 A The Missouri Public Service Commission.

10 Q And in what capacity are you employed with  
11 the Commission?

12 A I'm the Consumers Services Manager for the  
13 Public Service Commission.

14 Q And what are your duties as part of your  
15 position with the Commission?

16 A I manage the entire staff that handles the  
17 intake of consumer complaints or inquiries through the  
18 Commission's 1-800 number hotline, also, by email, mail,  
19 fax, whatever the mode of delivery would be; and, as  
20 intake responsibility, they are to get all the key  
21 information from the consumer regarding their issue, their  
22 questions, whether it's a complaint, get the details of  
23 that complaint, get the customer's specific information so  
24 that we can carry through with an investigation.

25 Then, I also supervise the investigators who are

1 responsible for obtaining that information, reviewing it,  
2 and then contacting the utility, get the utility company's  
3 information on the account, reviewing the information  
4 received from the company, and verifying whether the  
5 company has met the compliance of the rules and  
6 regulations of this Commission or the company's  
7 Commission-approved tariff.

8 In those findings, if they conclude no violations  
9 have been actually exerted by the utility, they will  
10 contact the customer back, try to have communications with  
11 that customer, obtain, perhaps, other additional evidence  
12 or information from the customer to support their claim,  
13 and will, in some cases, go back and forth a few times  
14 getting additional information necessary, if necessary.

15 Otherwise, they'll conclude with the customers,  
16 their findings of facts and will conclude the  
17 investigation with a closure letter sent to those  
18 customerS with those conclusions of fact.

19 Q Is part of your job duties to prepare  
20 reports to be filed with the Commission?

21 A Yes. Um, part of our responsibility is  
22 also to handle formal pro se complaint cases dealing with  
23 billing and service issues that would fall under Chapter  
24 13, and we will prepare reports for the Commission and  
25 those various formal complaint proceedings that also lay

1 out the facts.

2 Q Now, do you negotiate payment accounts  
3 between the Company and the complainant and the informal  
4 process?

5 A No. We will ask the complainant what  
6 amount they might be able to pay, we'll communicate that  
7 with the utility, but the utility is responsible for  
8 setting up payment arrangements with the customer. That  
9 is not our responsibility. We may communicate with the  
10 customer the findings from the Company which they have  
11 stated that they will enter into an agreement with the  
12 customer for X number of dollars or over X number of  
13 period of time, but the Company is, ultimately,  
14 responsible for negotiating those payment arrangements,  
15 not the Commission Staff.

16 Q Are you the same Gay Fred that prepared the  
17 document entitled Report of the Staff that was filed with  
18 the Commission on June 28th, 2013, and marked Highly  
19 Confidential?

20 A Yes, I am.

21 Q Okay. And do you have a copy of that  
22 report there that was pre-marked Staff Exhibit 1?

23 A Yes, I do.

24 Q What did Staff conclude in that report?

25 A Staff's conclusion in this report is the

1 Company had not violated any Commission rules or regs or  
2 their Commission tariff and, therefore, we did not find  
3 the basis in which to, um, make a recommendation other  
4 than -- than the Court or the Commission give the pro se  
5 complainant the opportunity in the event that he had  
6 alternative information to supply in an information  
7 hearing proceeding such as this.

8 Q And is that report still true and correct,  
9 to the best of your knowledge and information and belief?

10 A Yes, it is.

11 Q Since the filing of Staff's report, have  
12 you reviewed the complainant's account information?

13 A Yes, I have. Um, actually, Mr. Harter  
14 filed an additional informal complaint with the Missouri  
15 Public Service Commission following the filing of my  
16 report in this case. And that informal complaint was  
17 actually filed on August the 1st where he alleged payment  
18 amounts that were in dispute before the Commission in this  
19 particular case, EC-2013-0491, and had not been -- that  
20 had not been determined that he was being threatened for  
21 disconnection of his services because of that.

22 Q And what is Staff's conclusion regarding  
23 the complainant's August 29th filing?

24 A Again, Staff went back to the utility  
25 company asking for the account statements for Mr. Harter

1 on what his current situation was as of the first part of  
2 August, and we found that there was an unpaid balance of  
3 money that was in the formal complaint of \$220.48 that had  
4 been set aside -- or suspended, as we referred to it -- so  
5 it was not involved in this threat of disconnection.

6 However, the disconnect notice that he received in  
7 July was for failure of payment of bills from the time  
8 that the formal complaint had been filed forward, which  
9 amounted to about \$176.99. So, that was the amount that  
10 was actually being placed in his disconnect notice for  
11 what he needed to pay to prevent disconnection of  
12 services.

13 Q Okay.

14 MS. HERNANDEZ: At this time, I would move to  
15 admit Staff's Exhibit 1 to the record.

16 JUDGE BUSHMANN: Any objections?

17 MS. GIBONEY: No objection.

18 MR. HARTER: I thought we were waiting until the  
19 end. If not, I would move to accept.

20 JUDGE BUSHMANN: Do you have any objections to the  
21 Staff's report being admitted into the record?

22 MR. HARTER: No, your Honor.

23 JUDGE BUSHMANN: Then, Staff Report Exhibit 1 is  
24 admitted into the record.

25 MS. HERNANDEZ: And that's all the questions I

1 have for my witness. Thank you.

2 JUDGE BUSHMANN: Any questions from Ameren  
3 Missouri?

4 MS. GIBONEY: Yes.

5 CROSS-EXAMINATION BY MS. GIBONEY:

6 Q Ms. Fred, did you hear Mr. Harter's  
7 testimony here today?

8 A Yes, I did.

9 Q Did any of the testimony that you heard  
10 today, would that in any way change Staff's conclusions or  
11 recommendations regarding his complaint?

12 A No, it would not.

13 MS. GIBONEY: No further questions.

14 JUDGE BUSHMANN: Mr. Harter, do you have any  
15 questions you would like to ask Mrs. Fred?

16 MR. HARTER: Yes, I do. Thank you.

17 JUDGE BUSHMANN: Please proceed.

18 CROSS-EXAMINATION BY MR. HARTER:

19 Q I want to ask you about what's in your  
20 report as Schedule 2 and is also in the stipulation as  
21 Exhibit E. And it's a bill for \$605.76.

22 A Yes. I see that.

23 Q And it says it's an amount due on April  
24 2nd?

25 A Yes, that's correct. That's what the bill

1 states.

2 Q Okay. And the formal complaint in this  
3 matter was filed on May 6th?

4 A May 7th is the date that we have on file,  
5 yes.

6 Q May 7th. And the formal complaint  
7 complained of this amount, did it not?

8 A That's not the amount that I recall that  
9 was stated in the formal complaint. Um, in the formal  
10 complaint, it says that the threaten to disconnect today  
11 by 3 for \$443. That's on the first page of the formal  
12 complaint.

13 Q Uh-huh. And that \$443 is contained, you  
14 would agree, in Schedule 2?

15 A Yes. I would state that that would be  
16 included.

17 Q And what were the total payments after this  
18 date on this account? According to the -- well, let me  
19 try this. According to this (indicating), 278 on May 6th  
20 and 150 on June 3rd --

21 A Yes. I show that there was a payment of  
22 278 on May 6th and another payment made on June 3rd of  
23 150. And, then, following that, another payment on August  
24 the 2nd for 176.99.

25 Q Okay. Prior to the August payment --

1 A Yes.

2 Q -- on my math, is that 428 then, total  
3 payments, 278 plus 150?

4 A I did not bring my calculator, but I'll --  
5 328?

6 Q 428, I believe.

7 A 150 and 178?

8 Q 278.

9 A 278. Okay. Yes. 428 is correct.

10 Q Okay. Which is less than \$605.76, correct,  
11 and less than \$443?

12 A But this (indicating) bill is dated April  
13 2nd, and these (indicating) other payments were made after  
14 that fact.

15 Q Right. I'm just asking you if \$428 is less  
16 than \$443?

17 A Yes, that would be correct.

18 Q So, there was an amount in dispute pursuant  
19 to the complaint pending before the Commission when the  
20 disconnection notices were issued in July?

21 A But you have to keep in mind there's still  
22 the ongoing services being rendered and bills being  
23 rendered during that same period. So, I guess I'm a  
24 little confused by your question. I'm sorry.

25 Q Okay. The question is, since even under



1 the most strict interpretation, if you do it down to the  
2 \$443 that was complained of and the \$428 that had been  
3 paid, that there remained -- even under the most adverse  
4 examination to my position -- a matter of \$15 that was not  
5 paid that was in dispute pursuant to the complaint before  
6 this Commission and pending in the month of July when  
7 Ameren Missouri sent out disconnection notices?

8 A Well, when a pro se complainant files a  
9 formal complaint, the amount that has been stated in  
10 dispute is set aside. That amount set aside, payments are  
11 not applied to until the settlement of the case because  
12 we're uncertain of the decision of this Commission.

13 Q Are the payments made to the PSC?

14 A No.

15 Q And, so, then, how can you determine what  
16 happens to payments that aren't paid to you?

17 A The Company is directed that they have to  
18 set aside the amount in dispute until which time the  
19 conclusion of the formal complaint has occurred before  
20 they can collect on that amount.

21 Q So, in this case, did you direct the  
22 Company to set aside \$443 complained of?

23 A Direct them in the form of an order or  
24 something, no.

25 Q Well, you just testified that in such a

1 case that you -- I said how can you -- how -- it's the  
2 utility that I paid, and you described the process of  
3 which to that moment I was unaware.

4 A Okay.

5 Q You said that you require the utility to  
6 identify an amount. Did they set off whatever words -- I  
7 don't -- I'm not in on the process, but did you in any way  
8 direct Ameren, in this case, have any intentions regarding  
9 \$443 which was complained of in the complaint?

10 A When we receive a formal complaint filed by  
11 a customer, the utilities are notified of that formal  
12 complaint being filed at the same time it's even  
13 requested.

14 So, if, say, the consumer states, I want a formal  
15 packet, I want to file a formal complaint, we notify the  
16 utility immediately that this may be a point of dispute  
17 between them and their customer so that they can watch  
18 mindfully, as we do, on receiving the formal complaint  
19 itself to determine what amount may be in dispute. It's  
20 just a process, procedure, that's in place that we give  
21 them notice. They also get a copy of the formal complaint  
22 when it's filed as a party to the case so that they're  
23 aware of the amount that's in dispute by the consumer.

24 Q Okay. If I could, I'll ask -- I'll try one  
25 more time, and this time, if you will, please just say yes

1 or no.

2 A Okay.

3 Q Did you, in this case, in any way notify  
4 Ameren that there was \$443 in dispute pursuant to the  
5 complaint?

6 A Me personally, no.

7 Q Did the Public Service Commission in any  
8 way respective to your direction or control notify Ameren  
9 Missouri that \$443 had been placed in dispute before the  
10 Commission pursuant to the complaint?

11 A With the filing of the formal case, Ameren  
12 is given notice as a party to the case.

13 Q Yes? Just yes or no. Just yes or no.

14 A I would say yes.

15 Q So, the mathematically inescapability  
16 (sic) conclusion, at a bare minimum, \$15 remained in  
17 dispute before this Commission in the month of July when  
18 Ameren UE sent out disconnection notices, Exhibits J and  
19 L?

20 A These disconnect notices were for ongoing  
21 usage on the account with the disputed amount set aside.  
22 So, that would have been for usage after the main filing  
23 of the formal complaint.

24 Q Okay. Without conceding that a payment  
25 constituted an admission or a stipulation or any of that

1 nature, even without conceding that, if \$428 of payments  
2 were made and \$443 were in dispute, isn't it a  
3 mathematical fact that \$15, at a minimum, remained in  
4 dispute before the Commission when Exhibits J and L were  
5 issued by Ameren UN (sic)?

6 A This is a yes or no answer?

7 Q Yes. If I could get that answer, yes.

8 A If you were taking just the amounts that  
9 you're referring to, the 443 and the 428, you could make  
10 that conclusion. But you have to keep in mind there are  
11 ongoing usage and payments due that weren't being paid.  
12 So, these disconnect notices, Exhibit J and L, would have  
13 been referring to the ongoing usage for services unpaid.

14 Q Wasn't there at least \$15 in dispute before  
15 this Commission of electricity utility charges billed by  
16 Ameren UN (sic) to the complainant which were the subject  
17 of the complaint in July of this year?

18 MS. HERNANDEZ: Your Honor, I'm going to object;  
19 asked and answered. This question has been asked many  
20 times, and I've been lenient in letting my witness answer  
21 it, and she has answered the question.

22 JUDGE BUSHMANN: I'll sustain the objection.

23 MS. HERNANDEZ: Thank you.

24 Q (By Mr. Harter) At or near the time of the  
25 second complaint, which is now part of the amended

1     **complaint --**

2             A           The complaint we're referring to, August  
3     1st?

4             Q           **Yeah. August -- yes. And I guess what's**  
5     **-- oh, I don't have it anymore. I don't have a copy. I**  
6     **believe August 1st. Was that -- I should --**

7             JUDGE BUSHMANN: Would you like to have that  
8     exhibit back, if you want to refer to it?

9             MR. HARTER: Thank you, your Honor.

10            Q           **(By Mr. Harter) Is this what is contained**  
11   **in your report? I should know, but I haven't seen your**  
12   **report.**

13            A           Let me see. Yes. Yes.

14            JUDGE BUSHMANN: For the record, could you make  
15   reference to the exhibit you're referring to?

16            MR. HARTER: I'm referring to Complainant Exhibit  
17   3. It's a letter from the Public Service Commission dated  
18   August 1st.

19            JUDGE BUSHMANN: Thank you.

20            A            **(By the Witness) Yes. Okay.**

21            Q           **Is -- is -- is that contained in your --**  
22   **I'm sorry to ask --**

23            A            No. It's not in my Staff report. The  
24   Staff report was filed prior to this informal complaint  
25   having been filed.

1           Q       Okay. And that letter, Complainant's  
2   Exhibit 3, you have a copy there, right?

3           A       Yes.

4           Q       And that was issued in response to  
5   complainant's -- that's me -- request to stop a  
6   disconnection; is that correct?

7           A       Correct. That's correct.

8           Q       And do you have a record of when the  
9   request was made?

10          A       Yes. It was actually made on August 1st at  
11   9:04 a.m.

12          Q       Okay. And the letter was generated the  
13   same day?

14          A       Yes. The letter was generated the same  
15   day. In fact, the letter followed a conversation with Mr.  
16   Harter at 2:12 p.m.. Our mail time is 3:00 p.m., so, yes,  
17   it was mailed out the same day.

18          Q       Okay. And -- was (sic) there other  
19   responses in August prior to the receipt of the formal  
20   complaint that has been amended into the complaint? It's  
21   dated August 22nd, but I -- I don't have a date for when  
22   it was received. I think later.

23          A       An additional complaint that you filed --

24          Q       Yes.

25          A       -- is that what you're referring to?

1           Q       Yeah. In between that letter and the  
2 formal written complaint --

3           A       Oh.

4           Q       -- was there any other activity in this  
5 issue, according to your records?

6           A       Not according to my records.

7           Q       Okay.

8           MR. HARTER: I have no other questions. Thank  
9 you.

10          JUDGE BUSHMANN: Any redirect?

11          MS. HERNANDEZ: No. Thank you.

12          JUDGE BUSHMANN: Okay. That concludes your  
13 testimony. You may step down. Thank you.

14          THE WITNESS: Thank you.

15          (Whereupon, the Witness left the witness stand.)

16          JUDGE BUSHMANN: Our last witness today is Cathy  
17 Hart.

18          CATHY HART, a witness, being duly sworn by Judge Bushmann,  
19 testified as follows:

20          JUDGE BUSHMANN: You may be seated.

21          DIRECT EXAMINATION BY MS. GIBONEY:

22          Q       Could you state your name, please?

23          A       Cathy Hart.

24          Q       Are you employed with Ameren Missouri?

25          A       I am.

1                   Q       What are your title and job  
2       responsibilities?

3                   A       My title is Customer Service Supervisor,  
4       and I take care of any of the questions, escalated calls,  
5       billing questions, things like that within the Contact  
6       Center as well as handle and manage the person who  
7       investigates the PSC complaints.

8                   Q       How long have you held that position?

9                   A       Um, since 2001.

10                  Q       In your position, have you developed  
11       general knowledge about Ameren Missouri's way of business?

12                  A       Yes.

13                  Q       Do you have knowledge of their specialized  
14       knowledge billing practices and customer service  
15       protocols?

16                  A       I do.

17                  Q       Do you think your testimony, that  
18       specialized and technical knowledge, will assist the  
19       Commission in understanding the evidence and determining  
20       the facts today?

21                  A       I do.

22                  Q       Have you been qualified as an expert  
23       witness in other evidentiary hearings --

24                  A       I have.

25                  Q       -- about complaints before the Commission?



1 A Yes.

2 Q Are you also here today as a corporate  
3 representative of the company?

4 A I am.

5 Q Does the company keep records that contain  
6 payment performance information for each customer for at  
7 least two years?

8 A We do.

9 Q And, in fact, you keep that for three  
10 years, don't you?

11 A We do keep it for three years.

12 Q And you do that to comply with the  
13 Commission's rules for record keeping?

14 A Yes.

15 Q In preparing for your testimony, have you  
16 reviewed company documents and records?

17 A I have.

18 Q Have you reviewed documents and records  
19 that pertain to the electric utility service provided to  
20 Mr. Harter?

21 A I have.

22 Q Are you familiar now with his account  
23 history?

24 A I am.

25 MS. GIBONEY: Permission to approach the witness.

1 JUDGE BUSHMANN: You may. And you don't have to  
2 ask permission since we're informal.

3 Q (By Ms. Giboney) Ms. Hart, I'm handing you  
4 -- I'm sorry -- what's been marked Ameren Missouri 1 --  
5 Exhibit -- HC. Can you identify that document?

6 A Yes. This is an account activity  
7 statement.

8 Q And is this a type of record that the  
9 Company keeps on a regular basis?

10 A Yes, it is.

11 MR. HARTER: Your Honor, I would -- at this time,  
12 I would object to further questions as this is not  
13 relevant. We've stipulated that the complaint was in May.  
14 It concerned a bill in February of '13, and this is  
15 attempting to push it back into September of 2012 which  
16 is, I submit, completely irrelevant.

17 JUDGE BUSHMANN: Any response?

18 MS. GIBONEY: May I continue to lay foundation?

19 JUDGE BUSHMANN: I'll hold the objection aside  
20 until she finishes her foundational questions.

21 MR. HARTER: I failed (sic) to see what foundation  
22 would --

23 JUDGE BUSHMANN: I'll allow her to ask a few more  
24 questions.

25 Q (By Ms. Giboney) What kind of information

1 do these account activities statements contain?

2 A These contain the billing dates, the  
3 billing amounts, the periods of the bills, payments,  
4 kilowatt usage, things like this.

5 Q Are these records that Company personnel  
6 refer to in everyday business?

7 A Yes, we do.

8 Q Okay. Would these records show how much  
9 complainant was billed for a particular service for a  
10 particular period?

11 A Yes, it would.

12 Q Does this also confirm that the bills that  
13 we've admitted that have been stipulated to, that those  
14 contain the correct amounts?

15 A Yes.

16 Q They also show chronologically the dates  
17 the bills were issued, the dates the payments were issued,  
18 and so forth?

19 A Yes. It has all of that information on it.

20 Q Is it helpful to look at this in a  
21 chronological order to kind of piece together what  
22 payments related to what bills?

23 A Yes. If you were trying to figure out of  
24 someone's bill if they called and had a question about  
25 that, then this is the statement that we would use to be

1 able to look at everything forward.

2 Q Do you believe this record would assist the  
3 Commission in putting together the facts in a  
4 chronological order with respect to Mr. Harter's account?

5 A Yes.

6 MS. GIBONEY: Ameren Missouri moves for the  
7 admission of Exhibit 1HC.

8 JUDGE BUSHMANN: Any further objections, Mr.  
9 Harter?

10 MR. HARTER: I do not object in that sense, but I  
11 do object if, in introducing this exhibit, they attempt to  
12 open the window to any activities that occurred prior to  
13 the establishment of the cold weather rule agreement.

14 JUDGE BUSHMANN: Any objections, Ms. Hernandez?

15 MS. HERNANDEZ: I have no objection; but if it  
16 would assist the Judge in part of his -- the complainant's  
17 account history has already been admitted all the way back  
18 to January 2012 as per Staff's reports. So, I don't know  
19 if he can actually argue to keep this out of the record  
20 since --

21 JUDGE BUSHMANN: I'm going to overrule the  
22 objection. Ameren Exhibit 1HC will be received into the  
23 record.

24 MS. GIBONEY: Okay.

25 Q (By Ms. Giboney) Does the Company

1 sometimes issue disconnect notices to customers for non-  
2 payment of delinquent account balances?

3 A Yes, we do.

4 Q Does the Company issue disconnect notices  
5 to customers who have never filed a complaint?

6 A Yes.

7 Q Does it also sometime issue disconnect  
8 notices to customers who have filed a complaint?

9 A Yes.

10 Q Is the purpose of the disconnect notice to  
11 dissuade a customer from filing a complaint?

12 A No.

13 MR. HARTER: Objection. That seeks a conclusion.

14 JUDGE BUSHMANN: Overruled.

15 Q (By Ms. Giboney) Does the Company have  
16 procedures for providing advanced notice to customers who  
17 have a delinquent account balance that their service might  
18 be disconnected for nonpayment?

19 A Yes.

20 Q In fact, you're required by Commission's  
21 regulation to, say, give advanced notice, aren't you?

22 A Yes, we are.

23 Q So, even if a customer might perceive that  
24 as threatening, you actually are required to send --

25 MR. HARTER: Objection. What a customer perceives

1 is beyond her knowledge.

2 JUDGE BUSHMANN: Sustained.

3 Q (By Ms. Giboney) Are you familiar with the  
4 procedures for issuing a disconnect notice?

5 A I am.

6 Q All right. Can you describe those, like  
7 the point in the billing cycle that they're issued?

8 A Um, well, if the bill is not paid by the  
9 delinquent date, then -- I'm trying to think how many days  
10 past that -- we will send out two notices. A yellow  
11 notice first, pink notice just a few days after that, and  
12 it gives a date to pay to avoid disconnection service, and  
13 it's for any delinquent charges that have not been paid by  
14 the delinquent day -- date of that bill.

15 Q How does the Company keep a record of the  
16 disconnection notices that have been sent?

17 A We have a -- we look at a collection  
18 activity screen that -- it contains all records of any  
19 activities, collection activities, that pertain to that  
20 particular account.

21 Q And that collection activity screen  
22 contains a notation of some sort of that disconnect  
23 notice?

24 A It will have the type of disconnect notice.  
25 We call the first notice yellow notice; it is that in

1 color. We send it, that has a date on there, it has the  
2 second pink notice, that date. Any time there's any kind  
3 of deposit review or anything to do with collections on  
4 that activity -- or, I mean, that collection activity  
5 statement.

6 **Q Ms. Hart, I'm handing you what's been**  
7 **marked Ameren Missouri Exhibit 2HC. Can you identify that**  
8 **document?**

9 A This is the collection activity detail for  
10 the account.

11 **Q Can you tell me how the information goes**  
12 **into that, again?**

13 A Any time a notice is sent out on the  
14 account, it's an automatic -- what we call an automatic  
15 contact, and it will keep a record of any kind of  
16 collection activity for a particular account.

17 **Q And does the Company use these collection**  
18 **activities screen shots in its everyday business?**

19 A Yes.

20 **Q How does it use them?**

21 A If a customer were to call into the Contact  
22 Center and ask to have their bill explained, if they're  
23 asking us if they are going to receive another notice,  
24 we'll be able to tell, or if they have received two  
25 notices, we'll be able to tell when the first one was

1 sent. Any kind of collection activity, we can look at  
2 this and tell what's happened.

3 **Q And one of the issues in this complaint is**  
4 **whether or not disconnection notices that were sent were**  
5 **proper; is that correct?**

6 **A** That's correct.

7 MS. GIBONEY: I'll move for admission of Ameren  
8 Exhibit 2HC.

9 JUDGE BUSHMANN: Any objections?

10 MR. HARTER: No, your Honor.

11 MS. HERNANDEZ: No.

12 JUDGE BUSHMANN: Ameren Exhibit 2HC is received  
13 into the record.

14 **Q (By Ms. Giboney) Let me ask you next about**  
15 **customer service calls. What happens, generally, when a**  
16 **customer initiates a contact with the Company?**

17 **A** They'll -- we will take the call in our  
18 Contact Center. Um, a customer service rep will ask for  
19 identification of the person on the phone, and we also ask  
20 that that person identify certain information about that  
21 account so that we can speak to them about that, and we  
22 want to make sure of who we are speaking to before we  
23 divulge any information.

24 **Q Does the Company keep records regarding**  
25 **those contacts?**



1 A We do.

2 Q And how does the company keep records  
3 regarding the contacts with the customers?

4 A After the -- at the end of the  
5 conversation, the customer rep will go through and make  
6 notes, and we call that our contact screen. And we have a  
7 list of contacts that will tell date, time, who we spoke  
8 to on the phone, and the rep that took that call. And we  
9 give just kind of a brief synopsis of what happened.

10 Q Does the representative include information  
11 about what was said to the customer?

12 MR. HARTER: Objection. That's beyond her  
13 knowledge, what someone else does.

14 JUDGE BUSHMANN: I'll allow her to ask an  
15 additional question to find out.

16 Q (By Ms. Giboney) Are you familiar with how  
17 reps are trained to take information during a call?

18 A Yes.

19 Q And, in the ordinary course of business,  
20 does a representative take information or do they make  
21 notes about information that they give to the customer?

22 A Yes.

23 Q Do they also take notes about information  
24 that they receive from the customer?

25 A Yes.

1 JUDGE BUSHMANN: In that case, objection  
2 overruled. You may proceed.

3 Q (By Ms. Giboney) Does the representative  
4 take notes verbatim or do they sometimes summarize?

5 A There is a lot of summarizing.

6 Q Are calls to the Company also recorded?

7 A They are.

8 Q Is every call that comes into the Company,  
9 is it able to be recorded?

10 A Not, um -- we try to record. There may be  
11 at some point that we may have had some technical  
12 difficulties, maybe for a particular day or for just a  
13 span of time when we're doing some updating to the  
14 monitoring equipment, that we may not get calls.

15 Q And, in that case, the contact lists would  
16 provide the record that the Company uses for the content  
17 of the call?

18 A Yes.

19 MR. HARTER: Objection. There's no way to know  
20 that.

21 JUDGE BUSHMANN: Overruled.

22 MS. GIBONEY: What's your objection?

23 JUDGE BUSHMANN: I overruled it, so you can go  
24 ahead.

25 Q (By Ms. Giboney) I am handing you what has

1     **been marked Exhibit 3HC. Can you identify that?**

2             A           This is a list of the contacts for Charles  
3     and Mary Harter in -- on South Sappington Road.

4             Q           **And you've already stated how contacts are**  
5     **prepared generally?**

6             A           Yes.

7             Q           **Okay. And, if you haven't stated already,**  
8     **how does the Company use those in its everyday ordinary**  
9     **course of business?**

10            A           This is helpful to the rep if we have  
11   multiple calls for -- on one day, or if we've had previous  
12   calls, it gives a good indication as to how that previous  
13   rep has helped the customer or if there were additional  
14   questions, kind of what has happened previously.

15            Q           **And, in this case, one of the issues is**  
16   **whether or not the Company provided the correct**  
17   **information to the customer; is that correct?**

18            A           Yes.

19            Q           **Okay. Are these contacts where they show**  
20   **the information that was provided?**

21            A           It does, uh-huh.

22            MS. GIBONEY: Move for admission of Ameren  
23   Missouri Exhibit 3HC.

24            JUDGE BUSHMANN: Any objections?

25            MR. HARTER: Yes. Your Honor, it's clearly

1 hearsay, and it's worse than hearsay. It's admitted  
2 summaries subjective to these people where they're  
3 attempting to attribute statements to me. There is no way  
4 for me to authenticate or cross-examine regarding these  
5 things because this witness has no knowledge of them and  
6 cannot speak to them.

7 Now, if you brought in Akeem Bowden, I could say  
8 to Akeem Bowden, Do you remember when I said blue is 28,  
9 and they could answer me and we could determine the truth  
10 of the hearsay. But, in this case, none of this -- none  
11 of this has even remotely been authenticated as to  
12 certainly since it is -- I've not seen it before, it's  
13 been dumped on me, like, 20 pages here at counsel table  
14 during the hearing.

15 I've been requesting such documents for a long  
16 time. To have it brought in in this fashion, to me, seems  
17 improper. And, in that sense, it's purpose is to smear  
18 me, and I have no opportunity to even digest this, much  
19 less to confront the witnesses against me. The witnesses  
20 against me are Janeice Baxter, Tashana Maasen, Debra  
21 Bailey. This witness knows nothing of these people or  
22 what they heard or what they thought or what they, quote,  
23 unquote, summarized.

24 They're not -- they're admittedly not direct  
25 quotes. They're not even attempting to say that this is

1     what I said. They're saying this is what I remember I  
2     think he might have said, and then attribute it to me.  
3     It's outrageous.

4             JUDGE BUSHMANN: Any response?

5             MS. GIBONEY: Yes, Judge. Mr. Harter's raised a  
6     number of issues. First of all, there's no -- this isn't  
7     a criminal trial, and right of confrontation, I don't  
8     believe, applies.

9             Second of all, the statements that he made and the  
10    representative record, those are admissions by Mr. Harter  
11    and those are admissible. This is a hearsay document.  
12    Ms. Hart established this is a business record made in the  
13    ordinary course of the Company's business and it's the  
14    regularity of the way it's made that indicates its  
15    reliability.

16            Now, if Mr. Harter would like to dispute a  
17    particular fact in it, he's certainly welcome to do that,  
18    but this is proper evidence in the information that was  
19    shared back and forth between them, and it is admissible  
20    as a business record.

21            JUDGE BUSHMANN: I agree that it's -- I agree that  
22    it is an admission of a party upon identification. It  
23    qualifies as a business record. But, if Mr. Harter would  
24    like have an opportunity for some time to review it, we  
25    will give you an opportunity to make some additional

1 factual statements about the information that might be  
2 contained at the conclusion of Ms. Hart's testimony.

3 MR. HARTER: What I would like and the request I  
4 would make is to be allowed to subpoena each of these  
5 (indicating) people so that I can question them.

6 JUDGE BUSHMANN: That request is going to be  
7 denied. I will give you an opportunity to review this  
8 information and make a comment or statement on your  
9 behalf.

10 MR. HARTER: But these (indicating) people --

11 JUDGE BUSHMANN: Hold on.

12 MS. GIBONEY: I forgot to add, Mr. Harter said  
13 this information had not been provided to him. We  
14 actually did email this information to both Mr. Harter and  
15 to Ms. Hernandez on September 11th.

16 JUDGE BUSHMANN: Okay.

17 MS. HERNANDEZ: I can confirm that.

18 JUDGE BUSHMANN: So, if you would like an  
19 opportunity to review this, that's fine. At the  
20 conclusion of Ms. Hart's testimony, I will give you an  
21 opportunity to make a statement, but I will overrule your  
22 objection.

23 MR. HARTER: Okay. But I would like, if I could,  
24 the opportunity to look at this (indicating) prior to  
25 cross-examination. Maybe we could take a break so I could

1 at least know what it says.

2 JUDGE BUSHMANN: Why don't we take a few minutes.  
3 We'll go off the record. Why don't we take 10 minutes and  
4 we'll go back on the record. We'll be in recess for about  
5 10 minutes.

6 MR. HARTER: I don't know how much more she has to  
7 go. I was just saying for me to cross-examine.

8 JUDGE BUSHMANN: I understand; but you're going to  
9 need time before she concludes her testimony. So, why  
10 don't we take a 10-minute break. We'll go back on the  
11 record at about 10 'til 12.

12 (Whereupon, a recess was taken at 11:40 a.m.)

13 (Whereupon, the record resumed at 11:50 a.m.)

14 JUDGE BUSHMANN: Let's go back on the record.  
15 Just in case I forgot to say this before we went off the  
16 record, I'm going to admit into the record Ameren Missouri  
17 Exhibit 3HC.

18 Ms. Giboney, do you have any other questions you  
19 want to ask?

20 MS. GIBONEY: Oh, yes.

21 JUDGE BUSHMANN: Go ahead.

22 MS. GIBONEY: At this time, we would like to ask  
23 for the admission of the joint stipulation of undisputed  
24 material facts and Exhibits A through M that are attached  
25 to that. I know we've been discussing them, but I would

1 like to ask those be admitted as Exhibit 9HC.

2 JUDGE BUSHMANN: Any party have an objection to  
3 that?

4 MS. HERNANDEZ: No.

5 MR. HARTER: I thought that was the purpose of the  
6 joint --

7 JUDGE BUSHMANN: I assume you have no objection?

8 MR. HARTER: I thought it had already been done.

9 JUDGE BUSHMANN: Ameren Exhibit 9HC will be  
10 received into the record.

11 MS. GIBONEY: Here (indicating), Judge. I have a  
12 marked copy.

13 JUDGE BUSHMANN: Thank you.

14 Q (By Ms. Giboney) Ms. Hart, for your review  
15 of the Company's record, has Mr. Harter made the complaint  
16 of the quality of the electrical service that was provided  
17 to him?

18 A Not that I'm aware of.

19 Q Let me ask you about cold weather rule  
20 payment agreements in general. When the customer requests  
21 a payment agreement, what does the Company do?

22 A Under the cold weather rule, we will first  
23 look to see if they have been given a cold weather rule  
24 payment agreement between the time of November 1st through  
25 March 31st. If they're eligible for an agreement, then we



1 will look at the account balance and we will take 12  
2 percent of that and an average of that particular account,  
3 that would be their down payment. The remaining amount,  
4 we would then split into 12 monthly payments.

5 Q And is an initial payment required?

6 A Yes. That would be what we call the down  
7 payment.

8 Q Now, that initial payment, that is not in  
9 excess of amounts that the customer has already been  
10 charged for service, is it?

11 A No. It's a part of the total bill.

12 Q Okay. So, it's not an extra payment?

13 A There are no extra payments.

14 Q Okay. By what date does the customer need  
15 to make the initial payment in order to go on the  
16 agreement?

17 A Before the disconnection date, if there is  
18 a disconnection date.

19 Q Okay. Is the customer advised of when they  
20 need to make the initial payment?

21 A Yes, they are.

22 Q Does the Company send the terms of the  
23 agreement in writing to the customer?

24 A Only after that initial down payment has  
25 been received, then that actually starts the cold weather

1 rule payment agreement, and then a letter is automatically  
2 sent out to that customer.

3 Q Okay. I want to ask you about Mr. Harter's  
4 account history. One of the issues in this complaint are  
5 disconnection notices that were sent to Mr. Harter prior  
6 to May 7th and whether those were proper. Do you  
7 understand that to be an issue?

8 A Yes.

9 Q As of December 13th, 2012, did Mr. Harter  
10 have a delinquent balance of 413.84?

11 A No, sir (sic). What was the amount again?

12 Q 413.84.

13 A Yes, he did.

14 Q Did the Company send Mr. Harter a  
15 disconnect notice related to that delinquent balance?

16 A We actually sent two. The first notice was  
17 mailed on 12-17 of '12; the second on 12-20 of '12.

18 Q Are the dates of those disconnection  
19 notices, are those found in Exhibits 2HC and 3HC?

20 A 2HC is where I'm looking, and, yes, they  
21 would be noted as an automatic contact to 3HC.

22 Q What did the notices say?

23 A The notice would say that, unless the  
24 amount of 413.84 was paid before the disconnection date,  
25 service would be disconnected, nonpayment.

1                   Q       Is it the Company's regular business  
2 practice to include anything else in the mailing with the  
3 disconnect notices during the cold weather rule period?

4                   A       We send -- during cold weather rule, we  
5 send a flyer, and it would -- it explains the cold weather  
6 rule and it has some contact numbers for the Customer  
7 Service Contact Center and, basically, goes over how we  
8 come up with the down payment for a cold weather rule  
9 payment agreement.

10                  Q       Do you send those in order to comply with  
11 the cold weather rule?

12                  A       We do.

13                  Q       Ms. Hart, I'm handing you what's been  
14 marked as Ameren Missouri Exhibit 4. Can you identify  
15 that?

16                  A       This is a flyer that is sent during the  
17 cold weather rule.

18                  Q       And it's actually -- the information is  
19 repeated three times on the same sheet?

20                  A       It is. On both sheets, uh-huh.

21                  Q       Is that normally cut into thirds and mailed  
22 in an envelope?

23                  A       It is, yes.

24                  MS. GIBONEY: I would ask for the admission of  
25 Ameren Missouri Exhibit 4.

1 JUDGE BUSHMANN: Any objections?

2 MR. HARTER: No, your Honor.

3 MS. HERNANDEZ: No, your Honor.

4 JUDGE BUSHMANN: Ameren Exhibit 4 is admitted into  
5 the record.

6 Q (By Ms. Giboney) Did Mr. Harter call the  
7 Company after the disconnect notices -- I'm sorry -- the  
8 December 12th disconnect notice is sent but prior to the  
9 date stated in the notice?

10 A Um, prior to the 17th? Is that what you're  
11 asking?

12 Q No. I'm sorry. Prior to the actual cutoff  
13 date. Prior to January 4th.

14 A January 4th, okay. I do show that we had a  
15 call from Mr. Harter on 12-21 of '12.

16 Q And, again, you're looking at a contact?

17 A I am.

18 Q Is that Exhibit 3HC?

19 A Yes, it is.

20 Q Okay.

21 MR. HARTER: Can I ask what page?

22 THE WITNESS: Um, it would be page 2.

23 MR. HARTER: Thank you.

24 THE WITNESS: Yes.

25 Q (By Ms. Giboney) Earlier, we talked

1     briefly about recordings of calls. So, in the ordinary  
2     course of business, the Company attempts to record  
3     incoming calls to customer service?

4             A       Yes, we do.

5             Q       I don't have copies, but, Ms. Hart, I'm  
6     handing you what's been marked Ameren Missouri Exhibit  
7     5HC, and do you recognize that?

8             A       I do. This is a recording of the call on  
9     12-21 of '12.

10            Q       And how do you know that's a recording of  
11    the call from December 21st?

12            A       I listened to it previously.

13            Q       And how do you know -- is that Mr. Harter  
14    on the call?

15            A       Yes, it is.

16            Q       And how do you know that?

17            A       He states that that is his name.

18            Q       And have you heard his voice here today?

19            A       Yes.

20            Q       Is that also a way that you know that  
21    that's him on the call?

22            A       Yes.

23            MS. GIBONEY: I would move for admission of Ameren  
24    Missouri Exhibit 5HC and ask for permission to play it.

25            JUDGE BUSHMANN: Any objections from the parties?

1 MR. HARTER: Yep. Is that the one -- did you  
2 provide that to me?

3 MS. GIBONEY: I've provided all the recorded calls  
4 that we have to you.

5 MR. HARTER: Okay. Uh --

6 JUDGE BUSHMANN: Why don't we listen to it, then,  
7 if you have any objections to the content, you can make it  
8 at that time.

9 MR. HARTER: Well, I say, I was attempting to  
10 offer all of the calls. I don't object to it, but I would  
11 certainly want all of the calls that the parties have  
12 reviewed to be admitted in evidence if this one is.

13 JUDGE BUSHMANN: At the conclusion of them  
14 offering exhibits, if there's anything additional, then  
15 you can make that request.

16 MR. HARTER: I also didn't want to take up the  
17 time listening to it.

18 JUDGE BUSHMANN: I would like to hear it.

19 MR. HARTER: Oh.

20 Q (By Ms. Giboney) Ms. Hart, is there just a  
21 minute or so of hold time during this call?

22 A Yes.

23 Q Okay.

24 MR. HARTER: I would not want that edited.

25 MS. GIBONEY: Added?

1 MR. HARTER: I would not want that edited.

2 MS. GIBONEY: It hasn't been edited.

3 (Whereupon, the tape played as follows:)

4 CUSTOMER REPRESENTATIVE: Good afternoon. This is  
5 Tiffany. How may I assist you?

6 CUSTOMER: Uh, I just paid a few days ago, and to  
7 avoid a disconnection, and I was understood that I was on  
8 a payment plan, a budget plan, and now I get a thing  
9 saying if I don't pay \$500 you're going to disconnect me.  
10 That's not my payment plan. What's going on?

11 CUSTOMER REPRESENTATIVE: Oh, what's your name and  
12 what's your address so I can take a look for you, sir?

13 CUSTOMER: My account number is 5722808124.

14 CUSTOMER REPRESENTATIVE: Thank you. What's your  
15 name and your address, please?

16 CUSTOMER: Charles Harter, 827 South Sappington.

17 CUSTOMER REPRESENTATIVE: Thank you for that  
18 information, Mr. Harter. Let's take a look to see exactly  
19 what has happened here. Okay?

20 CUSTOMER: On December 5th, that dates four, uh,  
21 (inaudible) and something dollars.

22 CUSTOMER REPRESENTATIVE: Right. One time I am  
23 showing you here information noted on this account being  
24 December 3rd that there was a payment of \$263.25 where you  
25 paid your minimum payment amount removing you from

1 collections. Um --

2 CUSTOMER: I was to be put on a budget billing.

3 CUSTOMER REPRESENTATIVE: Okay. But billing is  
4 offered to you at any time your account is --

5 CUSTOMER: Winter --

6 CUSTOMER REPRESENTATIVE: There's a cold weather  
7 rule payment agreement --

8 CUSTOMER: Yeah.

9 CUSTOMER REPRESENTATIVE: -- which is a different  
10 amount than your minimum payment amount which was not  
11 quoted to you at the time that you called in. Now, let me  
12 go back when you called in that payment. I'm not sure  
13 that coded. Let's go back to November when you spoke to  
14 someone and see what happened there, sir.

15 CUSTOMER: I don't want to go back.

16 CUSTOMER REPRESENTATIVE: No. Actually, I have to  
17 go back in my own records, Mr. Harter.

18 CUSTOMER: I don't need to go back to records.

19 CUSTOMER REPRESENTATIVE: Okay.

20 CUSTOMER: I need to be -- disconnected -- on  
21 budget payment because, as I understand it, that's all  
22 done under the winter rules. If you can't do it, let me  
23 talk to a supervisor or the PSC.

24 CUSTOMER REPRESENTATIVE: Okay. Sorry. It is now  
25 down actually as far as anything here to get this done and



1 get it taken care of. So, what I would need you to do is

2 hold while I review your account information. Okay?

3 Thank you.

4 (Silence.)

5 CUSTOMER REPRESENTATIVE: Mr. Harter?

6 CUSTOMER: Uh-huh.

7 CUSTOMER REPRESENTATIVE: Now, I do show the  
8 information here, um, that with paying on the 263.25, um,  
9 that, yes, the \$230 that was quoted to you on November  
10 20th was the amount. Um, so, would that mean the \$413  
11 being the past due amount we are placing on a payment  
12 agreement where you would seek \$35 in addition to what  
13 your bill amount would be, which changes your bill amount  
14 to \$157.14. Um, that would be the amount that would be  
15 due within still that you would have. Okay?

16 Um, you will receive a letter explaining the  
17 determination of the agreement, uh, basically letting you  
18 know that, as long as you're making all payments in full  
19 by the delinquent date, your payment agreement will not  
20 default, um, and that will also remove you from  
21 collections status as of now, sir. Okay?

22 CUSTOMER: All right.

23 CUSTOMER REPRESENTATIVE: All right. Thank you  
24 for calling, Mr. Harter.

25 CUSTOMER: Okay.

1           CUSTOMER REPRESENTATIVE: All right. You are  
2 welcome. Have a good day, sir.

3           (End of tape.)

4           **Q           (By Ms. Giboney) We heard the**  
5 **representative mention a letter. Was a follow-up letter**  
6 **sent to Mr. Harter with the details of the payment**  
7 **agreement?**

8           A           Yes. A letter is sent any time a new  
9 payment agreement is started within the system.

10          **Q           And do the Company records that were**  
11 **admitted into evidence, do those show that that letter was**  
12 **sent?**

13          A           Yes, it went on the contacts.

14          **Q           Okay. And the initial -- I'm sorry -- the**  
15 **monthly payment amount was actually \$32, wasn't it?**

16          A           It was, instead of the 35.

17          **Q           So, it was a little bit less than what was**  
18 **quoted to him?**

19          A           It was.

20          **Q           Okay. I would ask you to look at, now,**  
21 **Exhibit B, to the joint stipulation. The bill that was**  
22 **issued to Mr. Harter on January 21st --**

23                 MR. HARTER: I'm not objecting, but she referred  
24 to a contact. What exhibit is that?

25                 MS. GIBONEY: Is that 2 or 3?

1 MR. HARTER: It said pursuant to the contacts.

2 MS. GIBONEY: 3HC?

3 THE WITNESS: Uh-huh.

4 MR. HARTER: Do you know what page that would be?

5 Q (By Ms. Giboney) Ms. Hart, does an entry  
6 dated January 4th, 2013, on the contacts show the payment  
7 agreement details?

8 A It does. At 9:58 a.m., it shows that a  
9 payment agreement letter was sent, and that's on page 1.

10 MR. HARTER: Okay. Thank you.

11 THE WITNESS: Uh-huh. Sure.

12 MR. HARTER: I can't climb around through these  
13 things (indicating).

14 THE WITNESS: No problem.

15 Q (By Ms. Giboney) So, now we're looking at  
16 Exhibit B, to the joint stipulation.

17 A Okay.

18 Q You understand, Ms. Hart, that one of the  
19 allegations or the issues in this complaint is whether or  
20 not the January bill complied with the statutes, rules,  
21 orders, tariffs. I would like to go through that bill  
22 with you.

23 A Okay. You said it was Exhibit B?

24 Q Exhibit B. Yes.

25 A Okay. I have it.

1           **Q**       **Does this bill reflect the beginning and**  
2       **ending meter readings of the billing periods and the dates**  
3       **of those readings?**

4           A       It does. It's on the top left hand of the  
5       bill.

6           **Q**       **Does this bill tell the customer the date**  
7       **that the bill is considered due?**

8           A       It does.

9           **Q**       **Does it also state the date when it will be**  
10       **delinquent?**

11          A       Yes.

12          **Q**       **Does it state a previous balance due?**

13          A       No. What it states is the current charges,  
14       it shows \$32 is a payment agreement amount, and then it  
15       shows that the total due for that particular month was  
16       177.01. If you look over to the right-hand side of the  
17       bill, it says payment agreement amount/months remaining  
18       after this bill. It will always tell you what the total  
19       of that payment agreement amount is still due. In this  
20       case, 346.84/11, meaning that there are 11 more payments  
21       on that particular payment agreement.

22          **Q**       **Now, the 346.84, the payment agreement**  
23       **amount, during the payment agreement, that amount's only**  
24       **going to be reflected on the right, correct, because it**  
25       **has not actually been billed?**

1 A Yes.

2 Q Because the customer and the Company have  
3 agreed it will be billed in installments; is that correct?

4 A That is correct, yes.

5 Q So, that amount is not currently due?

6 A Right.

7 Q Okay. Does the bill also state separately  
8 the amounts due for other authorized charges, like fuel  
9 adjustment clause?

10 A Yes, and the Crestwood Muni charge. Those  
11 are all separate line items on that bill.

12 Q Does the bill then reflect a total amount  
13 then due?

14 A Yes. Amount due on, and it will have the  
15 due date.

16 Q Okay. What does this bill say for the  
17 amount due?

18 A 177.01.

19 Q And when is it due?

20 A Due 2/01, delinquent after 2/12.

21 Q Does the bill reflect a telephone number  
22 that Mr. Harter could call without incurring any toll  
23 charges and an address that he could use to initiate an  
24 inquiry or a complaint?

25 A There is an address on the front and on the

1 back of the bill. And the back here (indicating) being  
2 the second page, there is also a telephone number toll  
3 free to our Customer Service Center there (indicating) at  
4 the top left.

5 Q And, as to Mr. Harter's cold weather rule  
6 payment agreements specifically, this bill does reflect  
7 the monthly amount he's agreed to pay; is that correct?

8 A Yes.

9 Q And where does it show the monthly amount?

10 A It will say payment agreement as a line  
11 item, says \$32.

12 Q And, then, the bill also reflects the  
13 remaining amount due under the payment agreement that's  
14 going to be billed over time; is that correct?

15 A Yes. Um, and that's over to the right-hand  
16 side.

17 Q And, on this bill, what does it say?

18 A Um, 346.84 over 11 months.

19 Q What was the delinquent date for this bill?

20 A February the 12th.

21 Q Did Mr. Harter pay 177.01 by February 12th?

22 A No.

23 Q Did Mr. Harter place a call to the Company  
24 on February 13th, 2013?

25 A He did place a call to the Company, yes.

1                   Q       Did he speak to a customer service  
2   representative?

3                   A       No, he did not. He --

4                   Q       What information did he receive or how did  
5   he receive it?

6                   A       It was through our Voice Response Unit we  
7   call VRU, and it was an account information inquiry.  
8   Everything that's -- that's listed and showing on the  
9   contacts, and that's on 3HC, page 1, it shows account  
10   balance -- the automated system would have given account  
11   balance, payment due date, the avoid disconnect amount,  
12   the avoid disconnect date, last payment amount, last  
13   payment received date.

14                  Q       If the customer has any questions about the  
15   information they've been provided through the VRU, what  
16   can they do?

17                  A       For any further questions, the recording  
18   does state that, if you would like to speak to a Contact  
19   Center Representative, press zero and you will be  
20   forwarded on to talk to a live person.

21                  Q       And, again, the information that was  
22   provided through the VRU, that was the current amount due,  
23   correct?

24                  A       It was the current amount due at that  
25   particular time, yes.

1                   Q       And, in this case, actually, the amount  
2 delinquent; is that correct?

3                   A       Yes. It would have been after the  
4 delinquent date, uh-huh.

5                   Q       When was Mr. Harter's next bill after this  
6 February 13th call? When was it issued?

7                   A       After 2-13? The next bill was dated 2-18  
8 of '13. It was for service from January 17th of '13 to  
9 February 17th of '13.

10                  Q       When Mr. Harter called the VRU, could he  
11 have been provided information about the next bill that  
12 had not even been issued?

13                  A       No. It's for current at that point in time  
14 only.

15                  Q       Okay.

16                  A       That's all he could get.

17                  Q       Did Mr. Harter pay the 177.01 that he was  
18 advised to pay when it was delinquent? I'm sorry. That  
19 was a bad question.

20                         Did he pay the 177.01 that he was advised was  
21 delinquent?

22                  A       He paid the 177.01 on February 14th. I'm  
23 sorry. Was that what you asked me?

24                  Q       Yes, that's what I asked. And that amount  
25 is, again, if we look at Exhibit B, that was actually for



1 service from December 16th to January 17th, correct?

2 A Let's see. Yes. It was.

3 Q Now I'll ask you to look at Exhibit C to  
4 the joint stipulation.

5 A Okay.

6 Q And, again, this was after his call to the  
7 VRU, correct?

8 A The VRU was on 2-13, uh-huh.

9 Q And this was after his February 14th  
10 payment was made; is that correct?

11 A Yes.

12 Q Okay. And, in fact, does Exhibit C reflect  
13 that payment?

14 A Let's see. Last payment, it does state  
15 over on the right-hand side last payment 2-14-13 of  
16 177.01.

17 Q So, any amount shown due on Exhibit C would  
18 be less the 177.01, correct? Because he already paid it?

19 A Right.

20 Q Right. Just to be clear, when he paid the  
21 177.01, what was that payment applied to?

22 MR. HARTER: Objection.

23 JUDGE BUSHMANN: I'm sorry. What was your  
24 objection?

25 MR. HARTER: Withdrawn.

1           A           (By the Witness) It was applied to a  
2 previous balance.

3           Q           So, it was not applied to this Exhibit C  
4 amount due?

5           A           No.

6           Q           Okay.

7           A           Hu-uh.

8           Q           Does this Exhibit C reflect the monthly  
9 amount that Mr. Harter agreed to pay under his cold  
10 weather rule agreement payment?

11          A           It does. \$32.

12          Q           Does it also provide information about the  
13 amount remaining due under the agreement?

14          A           It does. 314.84 over 10 months, if the  
15 bill is paid in full.

16          Q           Does it state, though, an amount that was  
17 -- the amount that was due by March 1st?

18          A           Yes, it does. 162.66.

19          Q           And that it would be delinquent after?

20          A           March of '12 (sic).

21          Q           March 12th?

22          A           Yes.

23          Q           All right. Did Mr. Harter pay 162.66 by  
24 March 12th?

25          A           No, he did not.

1                   Q       I'm handing you what's been marked Ameren  
2       Missouri Exhibit 6HC. Do you recognize that?

3                   A       Yes. It is a call from March 1st of '13.

4                   Q       Is that a call from Mr. Harter to the  
5       Company?

6                   A       Yes, it is.

7                   Q       And how do you know it's Mr. Harter?

8                   A       I listened to it.

9                   MS. GIBONEY: I move for admission of Ameren  
10       Exhibit 6HC and ask permission to play it.

11                  JUDGE BUSHMANN: Any objections?

12                  MR. HARTER: Only that all of them be played.

13                  JUDGE BUSHMANN: I'll take that as a no. So, I'll  
14       admit Ameren Missouri Exhibit 6HC; and, if I haven't  
15       already, then 5HC is, also.

16                  (Whereupon, the tape was played as follows:)

17                  CUSTOMER REPRESENTATIVE: Anyone there?

18                  CUSTOMER: Anyone there?

19                  CUSTOMER REPRESENTATIVE: Hi. Can I help you,  
20       sir?

21                  CUSTOMER REPRESENTATIVE: Yes. I got a bill that  
22       doesn't make any sense to me. Doesn't seem to acknowledge  
23       my payment.

24                  CUSTOMER REPRESENTATIVE: Well, sir, what is your  
25       account number, please?

1 CUSTOMER: 5722808124.

2 CUSTOMER REPRESENTATIVE: All right. And your  
3 name?

4 CUSTOMER: Charles Harter.

5 CUSTOMER REPRESENTATIVE: What is your address,  
6 Charles?

7 CUSTOMER: 827 South Sappington, St. Louis,  
8 Missouri, 63126.

9 CUSTOMER REPRESENTATIVE: Thank you. I think I  
10 understood that. And what is your telephone number?

11 CUSTOMER: I don't have a telephone.

12 CUSTOMER REPRESENTATIVE: You don't. Okay. I  
13 see. All right. And how can we help you?

14 CUSTOMER: I guess my payment --

15 CUSTOMER REPRESENTATIVE: Sir, I can't hear you.

16 CUSTOMER: I paid this bill. Why are you sending  
17 me a bill?

18 CUSTOMER REPRESENTATIVE: What was your --

19 CUSTOMER: Paid a bill in full.

20 CUSTOMER REPRESENTATIVE: Okay?

21 CUSTOMER: Amount of \$600.

22 CUSTOMER REPRESENTATIVE: You said -- please say  
23 that again, sir?

24 CUSTOMER: It was nature of \$600.

25 CUSTOMER REPRESENTATIVE: Okay.

1 CUSTOMER: It was in full.

2 CUSTOMER REPRESENTATIVE: And what was your  
3 payment and when did you make it?

4 CUSTOMER: (Inaudible.)

5 CUSTOMER REPRESENTATIVE: Okay. How much did you  
6 pay?

7 CUSTOMER: A lot.

8 CUSTOMER REPRESENTATIVE: I'm sorry to ask you for  
9 information about the payment you're referring to.

10 CUSTOMER: In all.

11 CUSTOMER REPRESENTATIVE: Okay. Charles, do you  
12 have the payment information, sir?

13 CUSTOMER: (Inaudible.)

14 CUSTOMER REPRESENTATIVE: Are you there?

15 CUSTOMER: Yes, I am. I'm here.

16 CUSTOMER REPRESENTATIVE: Okay. Do you have your  
17 payment information?

18 CUSTOMER: Yes, I do.

19 CUSTOMER REPRESENTATIVE: Okay. Would you mind  
20 sharing that with me?

21 CUSTOMER: Yes, I would.

22 CUSTOMER REPRESENTATIVE: Okay. Was there  
23 anything else that I can help you with, sir?

24 (Whereupon, the tape ended.)

25 Q (By Ms. Giboney) Ms. Hart, did Mr. Harter

1 provide the payment information that the representative  
2 needed in order to answer his questions about why he was  
3 receiving a bill?

4 A No, he did not.

5 MR. HARTER: Objection. Calls for a conclusion.

6 JUDGE BUSHMANN: Overruled.

7 Q (By Ms. Giboney) Did the representative  
8 finally ask him if he would mind sharing that payment  
9 information?

10 A He did ask if he would mind sharing that  
11 information.

12 MR. HARTER: Information -- the tape stands for  
13 itself. You heard what it says. We don't need a play-by-  
14 play.

15 JUDGE BUSHMANN: I'm sustaining that.

16 Q (By Ms. Giboney) Did Mr. Harter end the  
17 call?

18 A Yes, he did.

19 Q And how do you know that?

20 A We have what -- we can run a report called  
21 a cradle-to-grave report. And it will tell us which  
22 customer -- either the customer or the customer rep ended  
23 the call.

24 Q And did you run a cradle-to-grave report on  
25 this particular call?

1 A We did.

2 Q Okay. And you verified that it was the  
3 customer who ended the call?

4 A Yes, we did.

5 Q Does the failure to pay a cold weather rule  
6 payment agreement amount and a monthly bill in full by the  
7 delinquent date, does that cause the agreement to default?

8 A Yes, it does.

9 Q So, the Company doesn't remove the customer  
10 from the agreement, correct?

11 A No. It will default if the -- if the  
12 payment is not received by the delinquent date, it  
13 automatically defaults and stops that agreement.

14 Q Did Mr. Harter pay \$162.66 by March 12th?

15 A No, he did not.

16 Q Did Mr. Harter's cold weather agreement  
17 payment agreement (sic) default because he failed to pay  
18 the 162.66 amount that was build to him on February 19th  
19 by the March 12th delinquent date?

20 A Yes.

21 Q Did the Company send Mr. Harter a  
22 disconnect notice dated March 19th and another on March  
23 22nd?

24 A Yes, we did send on both of those dates for  
25 162.66.

1           Q       And is it your understanding that one of  
2   the issues in this complaint is whether or not the  
3   disconnect notices violated a rule or statute or order or  
4   tariff?

5           A       Yes.

6           Q       I would ask you to look at Exhibit D to the  
7   joint stipulation. Does this disconnect notice state the  
8   name and address of the customer?

9           A       Yes, it does.

10          Q       Does it state the reason for the proposed  
11   discontinuance?

12          A       It -- yes. It states for failure to pay a  
13   bill by a particular date.

14          Q       Does it state the date on or after which  
15   service will be disconnected?

16          A       Yes, it does.

17          Q       What date does it state?

18          A       It says will be disconnected unless the  
19   amount of 162.66 is paid on or before April 4, 2013.

20          Q       Does it state how the customer may avoid  
21   the disconnection?

22          A       Yes. Down in the bottom, it tells you that  
23   you can go to an authorized pay station or you can go  
24   through Speed Pay. Yes, it lists some options there.

25          Q       And that they need to pay the amount?



1           A           Yes, the total amount they need to pay by  
2   what date, uh-huh.

3           Q           Does it also state the possibility of a  
4   settlement agreement if the customer can't pay in full?

5           A           Yes.

6           Q           Does it give the telephone number the  
7   customer can call and the address of the utility where  
8   they can make an inquiry?

9           A           Yes, it does, uh-huh.

10          Q           Does the Company send these notices via  
11   First Class mail?

12          A           We do.

13          Q           Was this notice dated at least 10 days  
14   prior to April 4th?

15          A           Yes. There is -- up in the left-hand  
16   corner, it will state the date, and it states here March  
17   13th, 2013.

18          Q           It was also sent at least 10 days before?

19          A           Yes.

20          Q           Is Exhibit D in the Company's standard  
21   format for disconnect notices?

22          A           It is.

23          Q           So, other than changing the date to March  
24   22nd, would the March 22nd disconnect notice have  
25   contained the -- all the same information?

1 A It would.

2 Q Did the Company make reasonable efforts to  
3 contact Mr. Harter at least 24 hours prior to the proposed  
4 disconnect?

5 A We did, and that was through the pink  
6 notice, our second notice.

7 Q Can we look at Exhibit E, please? The bill  
8 issued to Mr. Harter on March 20th. Did this bill advise  
9 Mr. Harter that his payment agreement had defaulted?

10 A Yes, it did. On the right-hand side, it  
11 said payment agreement has defaulted due to a missed  
12 payment.

13 Q Okay. And, March 20th, that is within the  
14 cold weather rule period; is that correct?

15 A Yes.

16 Q Because it defaulted, were the amounts  
17 remaining under the defaulted agreement added back into  
18 the prior balance due?

19 A Yes, they were.

20 Q Now, this bill, did it also reflect charges  
21 for service that was provided from February 17th to March  
22 18th?

23 A Yes. And that states that over on the  
24 right-hand side as well.

25 Q And the total balance due under the March

1 20 bill?

2 A 605.76.

3 Q What date would that bill become  
4 delinquent?

5 A April the 11th.

6 Q Did Mr. Harter call the Company even again  
7 in March?

8 A No.

9 Q Any call that would have been received from  
10 Mr. Harter, would the representative have taken account  
11 information to verify it was him?

12 A Not until April.

13 Q I'm just saying in general, if there was a  
14 call from someone claiming to be Mr. Harter, that the  
15 representative would have confirmed --

16 A Yes. Yes, we would have as part of our  
17 policy. It's part of our call-taking.

18 Q So, the Company has no record of a call to  
19 an actual live customer service rep?

20 A No.

21 Q Does it have a record of a call to the VRU  
22 again in March?

23 A Not in March.

24 Q Did the Company receive a payment for Mr.  
25 Harter in April?

1           A           We did receive a payment on April the 1st  
2   for 162.66.

3           Q           And that was stated in the disconnect  
4   notices we just discussed?

5           A           It was, uh-huh.

6           Q           And tell us again, that was the amount due  
7   for service from what period?

8           A           That would have been from January 17th  
9   through February 17th.

10          Q           Did the Company send Mr. Harter a  
11   disconnect notice for the delinquent balance under his  
12   March 20 bill?

13          A           Uh, we would have sent a disconnect notice  
14   on April 18th and 23rd for 443.10.

15          Q           If we look at Exhibit G to the joint  
16   stipulation, that's the April 23rd disconnect notice,  
17   correct?

18          A           Yes, it is.

19          Q           Now, this notice would not have included  
20   the flyer that is Ameren Exhibit 4, would it?

21          A           No, because it was outside cold weather  
22   rule.

23          Q           Let's look at Exhibit F to the joint  
24   stipulation.

25          A           F?

1           Q       F, yes, as in Frank. Can you tell us the  
2   total amount due?

3           A       Uh, the total amount, 555.38.

4           Q       And 410 -- I'm sorry -- 443.10 of that is a  
5   prior balance; is that correct?

6           A       That is correct.

7           Q       And the rest were current charges, correct?

8           A       Yes, they were.

9           Q       For the period March 18th through April  
10   17th?

11          A       Yes, uh-huh.

12          Q       Exhibit F, when was that bill due?

13          A       Uh, due by May 1st, delinquent after May  
14   10th.

15          Q       Did the Company receive a payment by May  
16   1st?

17          A       No.

18          Q       Back up a little. Did Mr. Harter call the  
19   company in April?

20          A       Uh, he did call on April 30th.

21          Q       Okay. I'm handing you what's been marked  
22   Ameren Missouri Exhibit 7HC. Do you recognize that?

23          A       I do. It's a call from Mr. Harter from  
24   4-30 of '13.

25          MS. GIBONEY: We would ask for the admission of

1 Exhibit 7HC and ask permission to play it.

2 JUDGE BUSHMANN: Any objections to admission?

3 MR. HARTER: What was the date of the previous  
4 recording?

5 JUDGE BUSHMANN: Do you have an objection to this  
6 exhibit? I'll let you talk about that in a minute.

7 MR. HARTER: Um, no. I just --

8 JUDGE BUSHMANN: Then, Exhibit 7HC is received  
9 into the record.

10 MR. HARTER: And what is its date?

11 THE WITNESS: April 30th.

12 MR. HARTER: Okay. Can anyone inform me of the  
13 prior date?

14 MS. GIBONEY: I believe March 1st.

15 MR. HARTER: March 1st? Okay. Thank you.

16 (Whereupon, the tape was played as follows:)

17 CUSTOMER REPRESENTATIVE: Good morning. This is  
18 Cindy. How can I assist you? Okay. Your name, please?

19 CUSTOMER: Charles Harter.

20 CUSTOMER REPRESENTATIVE: Do you have your account  
21 number, sir?

22 CUSTOMER: Sure do.

23 CUSTOMER REPRESENTATIVE: Go ahead.

24 CUSTOMER: 5722808124.

25 CUSTOMER REPRESENTATIVE: Your address, Mr.

1 Harter?

2 CUSTOMER: 877 South Sappington, St. Louis,  
3 Missouri.

4 CUSTOMER REPRESENTATIVE: And you're making your  
5 payment over the phone, sir?

6 CUSTOMER: Uh, actually (inaudible.)

7 CUSTOMER REPRESENTATIVE: I'm sorry?

8 CUSTOMER: Yes.

9 CUSTOMER REPRESENTATIVE: Okay. Well, I'll  
10 transfer you to Speed Pay to make your contact.

11 CUSTOMER: That won't -- I don't know how much to  
12 pay. You will not accept payments.

13 CUSTOMER REPRESENTATIVE: They will not accept a  
14 payment?

15 CUSTOMER: Yeah, they don't tell --

16 CUSTOMER REPRESENTATIVE: You don't know? You  
17 haven't put a payment in there. Okay. Well, at this  
18 point --

19 CUSTOMER: I don't know what I've done. I can't  
20 pay \$155.

21 CUSTOMER REPRESENTATIVE: I see. Okay. That's --  
22 not understand what you're trying to say to me. Okay.  
23 The other option that you have available is 50 percent of  
24 your bill, Mr. Harter.

25 CUSTOMER: I can't pay that. I have no money.

1           CUSTOMER REPRESENTATIVE: I'm sorry. Your budget  
2 -- your minimum payment would be 278, and a monthly  
3 payment arrangement.

4           CUSTOMER: Monthly payment arrangement.

5           CUSTOMER REPRESENTATIVE: Okay, Mr. Harter. We  
6 can't put you on budget unless your balance is paid up.  
7 Balance has to be paid in full to go on budget billing.

8           CUSTOMER: I can't do that.

9           CUSTOMER REPRESENTATIVE: Okay. That's --

10          CUSTOMER: To be honest, I will.

11          CUSTOMER REPRESENTATIVE: I'm not showing that  
12 you're on budget, Mr. Harter. You were on a payment  
13 agreement previously, I see that, where you were paying  
14 \$32 plus the bill, but you weren't on budget.

15          CUSTOMER: That's what I would like to do.

16          CUSTOMER REPRESENTATIVE: Okay.

17          CUSTOMER: To do that now.

18          CUSTOMER REPRESENTATIVE: Payment agreement? That  
19 requires 50 percent of the bill, and then you have a  
20 three-month payment arrangement.

21          CUSTOMER: That's what I want to do.

22          CUSTOMER REPRESENTATIVE: Okay.

23          CUSTOMER: So, it's \$90 plus 30.

24          CUSTOMER REPRESENTATIVE: No. I didn't say  
25 anything about \$90, sir. I said your minimum payment



1 required is 278.

2 CUSTOMER: (Inaudible.)

3 CUSTOMER REPRESENTATIVE: Minimum payment is 278,  
4 I'm sorry.

5 CUSTOMER: But I've already agreed to pay.

6 CUSTOMER REPRESENTATIVE: What did you agree to  
7 make a payment? I'm not showing a payment agreement on  
8 your account, sir.

9 CUSTOMER: In -- actual in February or March.

10 CUSTOMER REPRESENTATIVE: Okay. But you didn't  
11 keep those arrangements, Mr. Harter.

12 CUSTOMER: I don't know how I didn't.

13 CUSTOMER REPRESENTATIVE: Okay.

14 CUSTOMER: (Inaudible.)

15 CUSTOMER REPRESENTATIVE: Well, unfortunately,  
16 sir, those were not kept.

17 CUSTOMER: (Inaudible.)

18 CUSTOMER REPRESENTATIVE: Sure.

19 CUSTOMER: Payment calls to the (inaudible).

20 CUSTOMER REPRESENTATIVE: That's fine, Mr. Harter.

21 CUSTOMER: I will file a complaint.

22 CUSTOMER REPRESENTATIVE: Okay.

23 CUSTOMER: I'm sure it would be easier to continue  
24 the arrangement in the cold weather rule to be if  
25 possible.

1 CUSTOMER REPRESENTATIVE: Mr. Harter?

2 (Silence.)

3 CUSTOMER REPRESENTATIVE: Mr. Harter?

4 CUSTOMER: I'm here.

5 CUSTOMER REPRESENTATIVE: You were on arrangements  
6 to pay \$32 a month, plus your bill. Your payment was due  
7 at the beginning of March, and we did not get the payment  
8 at the beginning of March. That's why the payment  
9 agreement defaulted. You did -- we did not receive that  
10 payment until April 1st. It was due March 1st.

11 CUSTOMER: Well, that's not true. We have in  
12 payment in full three days before March, and you credited  
13 it the wrong way.

14 CUSTOMER REPRESENTATIVE: Mr. Harter, the payment  
15 was due at the beginning of March.

16 CUSTOMER: Connect me with the supervisor.

17 CUSTOMER REPRESENTATIVE: Sure. I'll see if one's  
18 available for you, Mr. Harter. One moment please.

19 (End of tape.)

20 MR. HARTER: Just let it go.

21 UNIDENTIFIED WOMAN: It stopped.

22 Q (By Ms. Giboney) Ms. Hart, how did that  
23 call end?

24 A Mr. Harter disconnected the call.

25 Q How do you know that?

1           A       Because we also ran a cradle-to-grave on  
2   that call as well.

3           Q       Okay. Let me ask you about the Company's  
4   policy regarding defaulted cold weather rule payment  
5   agreements. The customer defaults during the cold weather  
6   period and requests to be reinstated during the cold  
7   weather rule period and hasn't been disconnected, then  
8   what is the Company's policy?

9           A       If they've defaulted the -- and they're  
10   needing a reinstatement, then it would take whatever  
11   payments that they were behind -- let's say, if two  
12   payments had been missed, then it would take those two  
13   payments being caught up on and the current bill, then, to  
14   go ahead and set up. You have to actually, basically,  
15   catch up to what you -- to those payments that you've  
16   missed previously.

17          Q       And when you say payments that you missed,  
18   you mean the regular billed amount for utility service and  
19   the monthly amount of the payment agreement for that  
20   month, correct?

21          A       The payment agreement -- payment agreement  
22   amounts.

23          Q       So, both the regular bill and the payment  
24   agreement amount?

25          A       Right.

1           Q       And totally catch up and brought to current  
2   on what you owe?

3           A       Right.

4           Q       Now, if a customer defaults on a cold  
5   weather rule payment agreement but does not make a request  
6   to be reinstated until after the cold weather period ends,  
7   what is the Company's policy?

8           A       Well, we don't have a reinstatement.  
9   You're not able to reinstate a cold weather rule payment  
10   agreement outside of March 30th -- November 1st to March  
11   31st. Then you go into what we call a non-cold weather  
12   rule payment agreement, and then we will take 50 percent  
13   of the bill and then we'll split the remainder into three  
14   monthly payments. But that is the only option that we  
15   have outside of the cold weather rule period.

16          Q       Is the Company required under its tariffs  
17   or the Commission's regulations to offer a non-cold  
18   weather rule payment agreement?

19          A       No.

20          Q       Do you know whether the utilities offer  
21   those when a customer has defaulted on a cold weather rule  
22   payment agreement and is outside of that period?

23          A       Some do; some don't. I mean, I think it's  
24   the option of the company.

25          Q       The call was little bit difficult to hear.

1 I would like to talk about some of the things discussed in  
2 the call.

3 Did Mr. Harter ask to pay \$90 plus the \$30 monthly  
4 payment in order to be reinstated?

5 MR. HARTER: Objection; calls for conclusion. We  
6 heard the tape. The tape is its best evidence. I  
7 wouldn't mind playing it again if you would like to hear  
8 it, but asking what I said was ridiculous.

9 JUDGE BUSHMANN: It is a little hard to hear.  
10 I'll allow some leeway for it. I won't allow the  
11 objection to that.

12 A (By the Witness) Yes. That is what I  
13 heard on the tape.

14 Q Even if Mr. Harter had called on March 30th  
15 when the Company's cold weather period reinstatement  
16 policy did apply, would \$122 be enough of a payment to  
17 reinstate the agreement?

18 A It would not have.

19 Q He would have had to have paid the amount  
20 of service from March 17th -- or, I'm sorry -- February  
21 17th to March 18th, and the \$32 installment?

22 A He would have had to pay any payments that  
23 he had missed in order to catch up current that he had  
24 defaulted on for the past payment agreement, and then he  
25 would have -- we would have set him up on a new one.

1 Q Were those \$155.82?

2 A Um, where are you seeing? What are you  
3 asking?

4 Q I'm asking you how much -- if you know how  
5 much he would have had to pay to have been reinstated if  
6 he had asked for reinstatement, like, at the end of March.

7 A I don't know the exact amount.

8 Q Okay. Regardless, he did not request  
9 reinstatement during the cold weather rule period, did he?

10 A No.

11 Q What happened with regard to Mr. Harter's  
12 account on May 3rd, 2013? Do the contacts reflect  
13 activity?

14 A Let's see. May 3rd, we actually -- looks  
15 like we got a couple calls from Mr. Harter on May 3rd. He  
16 called in about the bill, wanting a payment agreement, and  
17 was quoted \$278 and advised that three installments would  
18 get -- need to pay the 278 to begin that payment  
19 agreement, and then we would split the remainder into  
20 three installments.

21 Q How much would the installments be?

22 A \$92 each, and he was advised to call back  
23 with a receipt number in order to actually begin that  
24 payment agreement.

25 Q Was there, in fact, a call back with a

1     **receipt number?**

2                   A       Uh, the next call actually came in from Ms.  
3     Harter just a few minutes later with a receipt number, and  
4     we went ahead and set that up on a payment agreement.

5                   Q       And you're aware that Mr. Harter filed a  
6     **formal complaint with the PSC on May 7th; is that correct?**

7                   A       Yes.

8                   Q       That was after he set up the payment  
9     **arrangement on May 3rd, correct?**

10                  A       Yes, it was, uh-huh.

11                  Q       So, the Company had already received the  
12     **\$178, correct?**

13                  A       Yes.

14                  Q       After the complaint was filed, what action  
15     **did the Company take with regard to his account in**  
16     **response to the formal complaint?**

17                  A       We suspended the charge on the remainder  
18     220.48, I believe.

19                  Q       Let's talk about how we get to 220.48. Did  
20     **Mr. Harter also make a payment in June? You can look at**  
21     **--**

22                  A       There was one \$150 payment made on June the  
23     3rd.

24                  Q       Look at Exhibit H. That reflects \$186.10  
25     **that was due on May 20; is that correct?**

1           A       186.10. Actually, it was due by May 31st,  
2 delinquent after 6-11.

3           Q       Oh, I'm sorry.

4           A       Am I looking at the --

5           Q       Yeah, you're right.

6           A       Okay.

7           Q       And, then, payment was made on June --

8           A       June 3rd for \$150.

9           Q       Okay. How was that payment applied to his  
10 bill?

11          A       Well, he was on a payment agreement. So,  
12 the bill total -- let's see. The bill total that would  
13 have had to have been paid to stay on that agreement was  
14 186.10. There was just 150 paid, so it, therefore, made  
15 the payment agreement default.

16          Q       Was a portion of the payment applied  
17 towards the current balance, and then a portion also  
18 applied toward the balance under the payment agreement?

19          A       It would have -- it would have been,  
20 because that's how -- that's how it's set up, to pay the  
21 current bill and then so much toward the payment  
22 agreement.

23          Q       Okay. And it looks to me that the current  
24 charges total 93.10. Would you agree with me on that?

25          A       I see the payment agreement amount is



1 93.10. The rest of that, yeah, it would be -- that sounds  
2 right.

3 Q Okay. So, the \$150 payment --

4 A Uh-huh.

5 Q -- 93.10 of that was applied to the current  
6 charges?

7 A Uh-huh. That's correct.

8 Q And the balance, 56.90, was that applied  
9 toward the payment agreement?

10 A It would have been, yes.

11 Q Okay. So, is it your understanding that  
12 that reduced the amount due under the payment agreement to  
13 220.48?

14 A Yes, it would have.

15 Q And what did the Company do after he filed  
16 the complaint after that 220.48?

17 A We suspended the charge so that amount  
18 would not have been disconnected. We would not have  
19 disconnected for that particular amount, 220.48.

20 MR. HARTER: Objection. That's a conclusion.

21 JUDGE BUSHMANN: Overruled.

22 Q (By Ms. Giboney) All right. If we look at  
23 Exhibit I, does that inform Mr. Harter that his payment  
24 agreement had defaulted?

25 A Yes, it does. It states to the right-hand

1 side, payment agreement has defaulted due to a missed  
2 payment.

3 Q Okay. And, again, he had paid \$150, but  
4 prior bill, 186.10, would that cause the default?

5 A It was -- it was not paid in full, that's  
6 correct.

7 Q Okay. And that bill, the 220.48 that's  
8 suspended, that continues to be shown but no collection  
9 activity; is that correct?

10 A That's correct.

11 Q Is it the Company's policy that they want  
12 to advise what amount is total owed?

13 A Yes, it is.

14 Q But it is removed from collections?

15 A It is removed from collections.

16 Q All right. The delinquent date for this  
17 Exhibit I bill, what was that date?

18 A The delinquent date was July the 11th.

19 Q Okay. If we look at Exhibit J, is this the  
20 July 18th disconnection notice that was issued because  
21 this payment wasn't made?

22 A Yes, it is. It states up in the upper  
23 left-hand corner the date, July 18, 2013.

24 Q I apologize for going back and forth, but  
25 on Exhibit I, it shows an amount due of 397.47, correct?

1 A I'm sorry. I'll get it here in a second.

2 Yes. The total bill was 397.47.

3 Q But, on Exhibit J, the only amount for  
4 which he's receiving a disconnect notice is 176.99; is  
5 that correct?

6 A That is correct.

7 Q Okay. And why is that?

8 A Because 220.48 of that is suspended charge.

9 Q Okay. So, the disconnect notice does not  
10 include any amount that was remaining in dispute, right?

11 A That's correct.

12 Q That hadn't been paid, right?

13 A Yes.

14 Q And there was a second disconnect notice  
15 issued on July 23rd; is that correct?

16 A Yes, it was, for the 176.99.

17 Q Did the Company receive a payment in  
18 August?

19 A We did receive a payment of 176.99 on  
20 August the 2nd.

21 Q Did that payment remove Mr. Harter from the  
22 threat of disconnection?

23 A Yes, it would have.

24 Q So, Mr. Harter was not under threat of  
25 disconnection for the amount that was suspended and

1     **related to the complaint; is that correct?**

2             MR. HARTER:  Objection; seeks a conclusion.  The  
3     documents speak for themselves.

4             JUDGE BUSHMANN:  I'm going to overrule on that  
5     basis.

6             A            (By the Witness)  I'm sorry.  Can you  
7     repeat it?

8             **Q           After Mr. Harter paid the 176.99, he was no**  
9     **longer in threat of disconnection; is that correct?**

10            A            That is correct.

11            **Q           So, he was not in threat of disconnection**  
12   **for the 220.48 that remains suspended?**

13            A            That's correct, because it continued --

14            MR. HARTER:  Objection.  Again, asked and  
15    answered.

16            A            (By the Witness)  -- to stay suspended.

17            JUDGE BUSHMANN:  Overruled.

18            A            (By the Witness)  It continued -- the  
19    220.48 continued to stay suspended; and, you're correct,  
20    the 176.99 did take him out of threat of disconnection.  
21    That was the only amount that was up for disconnection.

22            **Q           The payment of 176.99?**

23            A            Sure.

24            **Q           In July, did the Company send a bill for**  
25   **the electric utility service that continued to be provided**

1 to him from June 17th to July 17th?

2 A Yes, we did.

3 Q Could you look at Exhibit K?

4 A Okay.

5 Q All right. Now, this bill was issued  
6 before he made that minimum payment that we just talked  
7 about; is that correct?

8 A This was from 6-17 to 7-17, and --

9 Q So, it was issued before he made that  
10 minimum payment on August 2nd?

11 A Yes, it was.

12 Q So, it wouldn't reflect that payment?

13 A No, it would not.

14 Q But the amounts for the service from July  
15 -- I'm sorry -- June 17th to July 17th on this bill, do  
16 those total 226.93?

17 A Yes, it does.

18 Q When was that due and when would the bill  
19 become delinquent?

20 A This bill was due 7-31; delinquent after  
21 August the 9th.

22 Q Did Mr. Harter make the payment by the due  
23 date?

24 A No, he did not.

25 Q Did he make the payment by the delinquent

1     **date?**

2                   A       No, he did not.

3                   Q       Did he make even a partial payment just for  
4     **the current amounts due?**

5                   A       No, he has not.

6                   Q       Did the Company send Mr. Harter disconnect  
7     **notices in August?**

8                   A       We sent a disconnect notice on August the  
9     16th; again, on August the 21st for 226.93.

10                  Q       And, again, I believe that was just your  
11     **testimony that that was the amount for service from June**  
12     **17th to July 17th?**

13                  A       Yes.

14                  Q       And, if you would look at Exhibit L, that's  
15     **the August 16th notice, correct?**

16                  A       Yes, it is.

17                  Q       All right. And what amount is that  
18     **disconnect notice for?**

19                  A       The notice is for 226.93.

20                  Q       Same amount we just discussed?

21                  A       Yes, it is.

22                  Q       Okay. Is any of the amount shown in this  
23     **disconnect notice related to the amount that was suspended**  
24     **because it was in dispute?**

25                  A       It is not.

1           Q       What is the date that the notice states he  
2   should pay that amount by to avoid the disconnection?

3           A       Is to be paid on or about September the  
4   3rd, 2013.

5           Q       Did Mr. Harter pay 226.93 by September 3rd?

6           A       No, he did not.

7           Q       Did the Company receive a call from Mr.  
8   Harter in August?

9           A       No. I don't see one.

10                (Whereupon, the Court Reporter changed paper in  
11   her machine.)

12           MS. GIBONEY: I'm not sure where we cut off.

13           MR. HARTER: I'll take this moment -- might not be  
14   kindly -- to object on the basis I said of a conclusion,  
15   but I would as to an opinion and also to a later opinion  
16   as to the source of one payment was applied to.

17           JUDGE BUSHMANN: I'm going to overrule. Do you  
18   need --

19           MS. GIBONEY: I can just back up one question  
20   maybe.

21           JUDGE BUSHMANN: That's fine.

22           Q       (By Ms. Giboney) Okay. Did Mr. Harter  
23   make calls to the Company on August 26th, 2013?

24           A       Actually, he did. At 12:25 p.m.

25           Q       Ms. Hart, I'm handing you Ameren Exhibit

1     **8HC. Can you identify that?**

2             A           This is the call from August the 26th of  
3     '13 from Mr. Harter.

4             MS. GIBONEY: I'll ask for admission of Exhibit  
5     8HC and ask permission to play it.

6             JUDGE BUSHMANN: Any objections?

7             MS. HERNANDEZ: No objection.

8             JUDGE BUSHMANN: Hearing none, Exhibit 8HC will be  
9     admitted into the record.

10            (Whereupon, the tape was played as follows:)

11            CUSTOMER REPRESENTATIVE: Good afternoon. This is  
12     Jenny speaking. Can you provide me with your Ameren  
13     account number, please?

14            CUSTOMER: 5722808124.

15            CUSTOMER REPRESENTATIVE: Thank you for that  
16     information. And can you verify your first and last name,  
17     and the address on the account, please?

18            CUSTOMER: Charles Harter.

19            CUSTOMER REPRESENTATIVE: And that address,  
20     please?

21            CUSTOMER: I don't know your address.

22            CUSTOMER REPRESENTATIVE: The address that you're  
23     calling in regards to.

24            CUSTOMER: Oh, I don't know. I'd have to look it  
25     up.



1           CUSTOMER REPRESENTATIVE: The service address? We  
2   need to use that to verify that address.

3           CUSTOMER: Okay. What if I don't know my address?

4           CUSTOMER REPRESENTATIVE: Then I'm not going to be  
5   able to provide you with any account information.

6           CUSTOMER: I see. Okay. How much can I -- what's  
7   going to pay to avoid a disconnection?

8           CUSTOMER REPRESENTATIVE: Again, I won't be able  
9   to provide any account information if you're not able to  
10   verify, I'm sorry, the address on the account.

11          CUSTOMER: Why is that?

12          CUSTOMER REPRESENTATIVE: Because I would need to  
13   verify if I'm speaking with the account holder or not.

14          CUSTOMER: Okay. I've lived here for 73 years and  
15   don't know my address. Why would it matter?

16          CUSTOMER REPRESENTATIVE: Would you be able to  
17   verify that address?

18          CUSTOMER: Would you?

19          CUSTOMER ADDRESS: Yes, I would be, but I would  
20   need for you to confirm that.

21          (End of tape.)

22          MR. HARTER: May I inquire the date of that?

23          THE WITNESS: August the 26th.

24          MR. HARTER: Okay.

25          **Q           (By Ms. Giboney) Ms. Hart, who ended the**

1 call?

2 A That call was ended by Mr. Harter.

3 Q And did you confirm that through the  
4 cradle-to-grave technology that you've described earlier?

5 A Yes. We had a report run on that one as  
6 well.

7 Q I believe you testified earlier the  
8 disconnection date would have been September 3rd, 2013?

9 A Uh, yes.

10 Q Was Mr. Harter's service disconnected on  
11 that date?

12 A No, I don't show that it was turned off.

13 Q Was the Company actually ordered not to  
14 disconnect his service?

15 A Yes, we were.

16 Q If you would look at Exhibit M of the joint  
17 stipulation, please. Was the amount billed for electric  
18 service from July 17th to August 15th, was that 198.47  
19 total?

20 A With the taxes and everything, yes.

21 Q When was that amount due and delinquent?

22 A Due on August the 29th; delinquent after  
23 September the 10th.

24 Q Has Mr. Harter made the \$198.47 payment?

25 A No, he has not.

1                   Q       And has he made the the \$226.93 payment for  
2       the prior month?

3                   A       No, he has not.

4                   Q       Did the Company send a disconnect notice to  
5       Mr. Harter earlier this week?

6                   A       We sent a yellow disconnect notice on  
7       September the 17th for 425.40.

8                   Q       If the Company's not permitted to  
9       disconnect at this time, why send the notice?

10                  A       Because we only have suspended charges of  
11       220.48, and that was for service, um, for a period of time  
12       that was not in dispute. And, so, that's why we continue  
13       to send those.

14                  Q       That disconnect advises Mr. Harter of the  
15       total amount that he is delinquent?

16                  A       Yes.

17                  Q       Ms. Hart, does the Company have a position  
18       on whether the filing of a complaint should remove a  
19       complainant from the threat of disconnection entirely?

20                  A       Yes.

21                  Q       And what is that position?

22                  MR. HARTER: Objection. Self-serving. It's just  
23       an opinion.

24                  JUDGE BUSHMANN: Overruled.

25                  A       (By the Witness) Our -- could you just

1 repeat it?

2 Q Position -- the Company's position on  
3 whether or not filing a complaint should entirely remove a  
4 person from the threat of disconnection.

5 A Right. It should -- you know, if there's a  
6 suspended charge, then we agree that we should not  
7 disconnect. But if a customer uses any kind of service  
8 that is not disputed, then we feel like we should be able  
9 to disconnect for that amount.

10 Q If they failed to pay that amount?

11 A If they have failed to pay that amount,  
12 correct.

13 Q Is the Company also obliged under Missouri  
14 statute to charge customers equally, to not show undue  
15 preference over one customer over another?

16 A Yes. It is our intention to treat every  
17 customer equally and consistently.

18 Q If the customer here files a complaint to  
19 be allowed to let his bill ride, even the current amount,  
20 until the complaint is disposed of --

21 MR. HARTER: Objection.

22 MS. GIBONEY: May I finish the question?

23 MR. HARTER: No. It's a hypothetical.

24 JUDGE BUSHMANN: Let her finish first.

25 Q (By Ms. Giboney) -- ride and not make any

1     **payments at all, even for current amounts, until the**  
2     **complaint is disposed of without being put in the threat**  
3     **of disconnection, is that customer being treated the same**  
4     **as other customers?**

5             MR. HARTER:  Objection --

6             A            (By the Witness)  No --

7             MR. HARTER:  -- hypothetical --

8             A            (By the Witness)  -- he would not.

9             MR. HARTER:  -- and it's not the type of facts of  
10    this case.  It involves facts not of this case.

11            JUDGE BUSHMANN:  Your response?

12            MS. GIBONEY:  She's been qualified as an expert.  
13    She's allowed to give her opinion.

14            MR. HARTER:  That's not the facts of this case,  
15    not the opinion of this.  Unrelevant facts.

16            JUDGE BUSHMANN:  It involves an issue in the case  
17    now.  So, I will overrule the objection.

18            A            (By the Witness)  And my answer will be  
19    that, no, that person would not be treated as consistently  
20    as the other customers.

21            **Q            In your experience and in your opinion,**  
22    **does it benefit a customer to be allowed to let their bill**  
23    **increase and increase and increase without making**  
24    **payments?**

25            A            No.

1 MR. HARTER: Same.

2 A (By the Witness) It hurts the --

3 MR. HARTER: I object to that as leading.

4 JUDGE BUSHMANN: Overruled.

5 A (By the Witness) It would hurt the  
6 customer because, if the bills are mounted -- continued to  
7 mount up and they get to such an amount that they're  
8 unapproachable, they're not able to be taken care of.  
9 It's so much easier to take a smaller amount and chip away  
10 at that; and, you know, with the things that we offer, the  
11 options, payment options that we offer, that amount would  
12 always be a little bit smaller than if you let your bill  
13 get really huge.

14 Q But that requires the customer to keep the  
15 payment arrangement, correct?

16 A That is true.

17 MS. GIBONEY: No further questions.

18 JUDGE BUSHMANN: Any questions from Staff?

19 MS. HERNANDEZ: No, thank you.

20 JUDGE BUSHMANN: Mr. Harter, do you have any  
21 questions?

22 MR. HARTER: Yes. Thank you.

23 CROSS-EXAMINATION BY MR. HARTER:

24 Q Looking at Exhibit 3HC --

25 A Okay.

1 Q -- how come that's not sequential?

2 A Which -- what are you talking about?

3 Q It goes from 3-19 of 2-13 to 2-13 of 2-13

4 (sic).

5 A Which pages are you referring to?

6 Q Just in general, I guess. It's going  
7 backwards, is that it?

8 A Which pages are you referring to?

9 Q Any of it.

10 A Well, if it has a 3-19 -- I'm sorry. I  
11 don't know what you're talking about.

12 Q That was the very first entry.

13 A On what page?

14 Q 1. I'm sorry. The second one, not the  
15 first one.

16 A On page 1?

17 Q The second one. There is (sic) two page  
18 1s. Well, let's go to page 1 of -- first page 1. It  
19 starts out at August 1st, and then it goes to 2012, then  
20 it goes back to 2013.

21 A Okay. If you're referring to -- you're  
22 referring to the contacts in the order?

23 Q Yeah.

24 A Okay. Um, well, it went from -- started  
25 August the 1st of '13 back to May 1st, um, October the 4th

1 of '12, um, and 2:28 of 12-29, and those things say delay  
2 record elimination.

3 What that means, we actually went in and, um, were  
4 holding the records that -- any of the records for Public  
5 Service Commission complaints, we're holding those so that  
6 they were not disposed of in our -- in our, you know,  
7 disposing of regular records. We keep them up to three  
8 years. So, anything over that, we want to make sure that  
9 we kept. So, why they're in that sequence, I don't know.  
10 I don't have that.

11 Q The next one is September 4th of 2013?

12 A Right.

13 Q And that's what I don't understand.

14 A And, honestly, I can't tell you why they're  
15 in that -- that sequence. I can just tell you that those  
16 two delay record eliminations were ones that we wanted to  
17 make sure did not get disposed of.

18 Q Uh, looking at the second page 1, the third  
19 entry, is that the recording that we heard from March 1st?

20 A I don't have a second page 1, so I don't --

21 Q It goes page 1, 2, 3, 4, 5, 6, and then it  
22 starts over.

23 A Oh, it's down at the back.

24 Q 1, 2, 3, 4, 5, 6.

25 A I misunderstood you. I'm looking at page 1



1 down in the middle. And what was your question?

2 Q Third entry, March 1st, is that the  
3 recording that we heard?

4 A That was one of the recordings that we  
5 listened to.

6 Q Okay. And are you aware of any  
7 significance of the all capitals? Is that up to the  
8 operator?

9 A It is up to the operator. So, there's no  
10 significance to that.

11 Q Looking at page 4 of that document, I think  
12 it's the first page 4, last entry on that page?

13 A Okay.

14 Q Now, is there any way from Akeem Bowden, is  
15 there any way -- is there any indication how long that  
16 lasted? Because --

17 A How long the call was?

18 Q Well, no. She indicates that I was placed  
19 on hold, and there's no indication of how long that hold  
20 lasted, just the summation that I hung up. It could have  
21 been hung up after five seconds or after being on hold for  
22 20 minutes. Is there any way to know how long that --

23 A Not from these contacts, no.

24 Q So, any time it indicates something like  
25 that, it could have been a long time?

1           A           Actually, the cradle-to-grave report that  
2   we run does tell an amount of time from start to end of  
3   call, so, yes, we can tell.

4           Q           So, how long did that call last?

5           A           I don't have that cradle-to-grave report.

6           Q           You testified you did a cradle-to-grave on  
7   the third one that we played.

8           A           Right.

9           Q           And that was the one I said, Let it  
10   continue to play. How long did that go before -- that was  
11   the one where there was a request for a supervisor and  
12   then was placed on hold.

13          A           Uh-huh.

14          Q           How long was that on hold?

15          A           It doesn't state that in the contacts here.

16          Q           You said you could determine it by a  
17   cradle-to-grave, and you testified that you performed a  
18   cradle-to-grave on that particular conversation. So, how  
19   long was Mr. Harter on hold in that phone call before he  
20   hung up?

21               THE WITNESS: Ms. Giboney, do you have those  
22   reports?

23               MS. GIBONEY: I do have them. I could offer them  
24   on redirect.

25               THE WITNESS: Okay.

1 MR. HARTER: If she needs to inform herself, I  
2 just would like an answer.

3 Q (By Mr. Harter) Since it's apparently  
4 known, how many -- how long --

5 JUDGE BUSHMANN: Well, she's testified as to what  
6 she knows.

7 Q (By Mr. Harter) Well, let me ask, the  
8 recording that was played in court --

9 A Okay.

10 Q -- was not the complete recording, correct?

11 MS. GIBONEY: Object. Which recording?

12 MR. HARTER: This one we're speaking of. April  
13 30th, I believe.

14 THE COURT: Exhibit 7HC. That's April 30th.

15 Q (By Mr. Harter) That -- while I could see  
16 on the computer that the logo of the tape was still  
17 running, and this person --

18 A She waited until that stopped.

19 Q Okay. And would it stop when there was no  
20 further sound?

21 A That's right.

22 Q So -- and there was no sound while I was on  
23 hold?

24 A She would have stopped --

25 Q Well, it's easier if you just answer my

1     **questions.**

2             A       And I'm trying, sir.

3             Q       Okay. Was there any sound to the recording  
4     **while it was on hold?**

5             A       Are you referring to the recording or are  
6     you referring to the phone call?

7             Q       I'm referring to the recording that we  
8     **listened to. I noticed on the first one from 12-21 that**  
9     **there is a period on which I was placed on hold, and**  
10    **during that time, there was no sound. Is that correct?**  
11    **That was from 2-21.**

12            A       Are you asking me --

13            Q       I'm asking you now about the December 21st  
14    **recording which we listened to. And, on that one, there**  
15    **was a brief silence while the person that works for Ameren**  
16    **did something and then they came back. Is that correct?**

17            A       That's correct.

18            Q       All right.

19            A       You had been placed on hold, uh-huh.

20            Q       Right. Now, during the time that the  
21    **caller was on hold, the recording was silent; is that**  
22    **correct, from the 12-21 recording?**

23            A       It would have been silent.

24            Q       Not would have been, was. We heard it. We  
25    **heard the 12-21 --**

1           A       But the recording stops once one party  
2     disconnects, is really what I'm trying to explain to you.

3           Q       Okay. What I'm trying to ask is that 12-21  
4     recording that we listened to --

5           A       Right.

6           Q       -- had a portion of it that was silent,  
7     correct?

8           A       Uh-huh.

9           Q       And that was the period on which the caller  
10    was on hold?

11          A       Correct.

12          Q       And, so, during that period when the caller  
13    is on hold --

14          A       Uh-huh.

15          Q       -- it will be quiet, silent?

16          A       That is correct.

17          Q       The recording?

18          A       That is correct.

19          Q       Okay. Now, let's move to the one on 4-30.

20       That one, there was a reference that there would be a  
21    transfer to a supervisor?

22          A       Okay.

23          Q       And, then, while the caller was on hold,  
24    the recording was silent?

25          A       Correct.

1           Q       And my question to you again is how long  
2       was that silence, because we can't hear the silence, so  
3       there's no way for us hearing it to gauge it. So, how  
4       long was the caller put on hold before he hung up?

5           A       And I would have to look at the cradle-to-  
6       grave report, because the recording will stop at the time  
7       that one party hangs up, so I didn't --

8           Q       Which you testified that you did. She  
9       asked you did you look at the cradle-to-grave reports, and  
10      you said, Yes, I did.

11          A       Yes, I did.

12          Q       So, my question to you is how long the  
13      caller was on hold before he hung up.

14          A       Without looking at the cradle-to-grave  
15      report, I don't have that memorialized, so I can't sit  
16      here and tell you that.

17          Q       Could it have been a very long time, could  
18      it have been 15, 20 minutes?

19          A       What could be long to me could be short to  
20      you.

21          Q       Could it have been 15, 20 minutes?

22          A       It depends on when that recording stopped.

23          Q       But the recording would be silent the  
24      entire time that the caller was on hold?

25          A       If you're on hold for 15 minutes, then,

1 yes, it could have lasted --

2 Q Okay. Thank you. You testified that the  
3 explanation of the agreement, or whatever it's called, is  
4 only sent out in, I believe you said only sent out after  
5 the payment is made?

6 A That's correct.

7 Q And you testified that, pursuant to the  
8 December 21st phone call, which we heard, there was an  
9 agreement reached and that your records show there was a  
10 payment made on January 2nd?

11 A Correct.

12 Q And that the agreement you said was mailed  
13 out on January 4th?

14 A That is correct.

15 Q Okay. Now, uh --

16 MR. HARTER: Your Honor, if I may approach?

17 JUDGE BUSHMANN: Sure thing.

18 MR. HARTER: Once again, my own problem that I  
19 don't have copies, but I think Exhibit 1. Okay.

20 Q (By Mr. Harter) Exhibit 1 -- if you need,  
21 I could hand you -- is the letter that UE sent out, and  
22 it's dated May 3rd, purports to be an agreement, and yet  
23 your records show that there's no payment until May 6th?

24 A You were talking about the January  
25 agreement, weren't you?

1           Q       No. Your testimony was, in general, before  
2 any dates were mentioned, and your testimony was that only  
3 after payment was to be made --

4           MS. GIBONEY: Objection. Mischaracterization of  
5 her testimony.

6           Q       (By Mr. Harter) And, let me see, PSC --

7           JUDGE BUSHMANN: Why don't we give her a second to  
8 look at that document before you ask her about it.

9           MR. HARTER: May I inquire not of the witness but,  
10 (indicating), you have a recording. And what was the date  
11 of it?

12          MS. HERNANDEZ: We decided not to offer that  
13 recording.

14          MR. HARTER: I understand. I'm asking you, was it  
15 May 1st?

16          MS. HERNANDEZ: It was May 1st.

17          MR. HARTER: Because I have a copy of it which I  
18 can be happy to offer.

19          JUDGE BUSHMANN: Do you have a question for Ms.  
20 Hart?

21          MR. HARTER: Um, well, it's a little complicated  
22 in that you had said that you would accept the recordings  
23 afterwards, and there's a recording from May 1st.

24          JUDGE BUSHMANN: We're not talking about the  
25 recordings right now. You're cross-examining Ms. Hart.



1 MR. HARTER: Yes, I am. And --

2 JUDGE BUSHMANN: I'll give you an opportunity  
3 after the conclusion of her testimony if you want to  
4 discuss any further evidence on your behalf. I'll let you  
5 do that at that time.

6 MR. HARTER: Well, I'll --

7 Q (By Mr. Harter) I believe it's Exhibit 2,  
8 yes. Exhibit 2 is the letter from the PSC dated May 1st  
9 referencing an agreement, Exhibit 1 is a letter from UE to  
10 the complainant referencing an agreement, and your records  
11 on May 3rd -- and, yet, your records show no payment until  
12 May 6th. My conclusion to that would be, since you don't  
13 send out the agreement until after the payment is made,  
14 that this was not an agreement made with the complainant  
15 under your procedures. Is that correct? I guess the  
16 other document would be your Exhibit 1HC.

17 A Okay. I do show --

18 Q H2 (sic)?

19 A I do show where you had made a payment of  
20 \$278 toward the 555.38, and so the 278 came off the 555.  
21 We took the remaining balance and split it into three  
22 payments of \$93 a month to be added to each bill.

23 Q Okay.

24 A Is that what you're referring to? And,  
25 then, the payment agreement letter would have gone out

1 from us, from Ameren.

2 Q I don't want to get them all mixed up. Can

3 I --

4 A Sure.

5 Q -- since we can work from this

6 (indicating)?

7 MS. GIBONEY: I'm sorry. What are you handing the  
8 witness?

9 MR. HARTER: I'm returning to the witnesses -- I'm  
10 sorry -- the exhibits, and I'm not handing the witness  
11 anything, but we're both working from page 2 of your  
12 Exhibit 1HC.

13 MS. GIBONEY: Thank you

14 Q (By Mr. Harter) About in the middle of the  
15 page where it says 53 payment agreement, 56 payment --

16 A Uh-huh. Of the 555.

17 Q No. You've answered the question. Thank  
18 you.

19 A All right.

20 Q A PAG. I'm seeing that. I'm not familiar  
21 with it. What does that mean?

22 A It's an abbreviation for payment agreement.

23 Q Okay. Oh, I'm sorry. I covered it up  
24 myself. Uh, you had said that reinstatement under the  
25 cold weather rule would be the last bill plus two

1     **payments; is that correct?**

2             A           Whatever you were behind, yes, and then it  
3     would be the number of months that were mirrored on that  
4     particular payment.

5             Q           **In April, was that for -- in this case --**  
6     **was that 278, or is that another agreement?**

7             A           That was a non-cold payment agreement, 278,  
8     because you were not eligible for cold weather payment  
9     agreement after March 31st.

10            Q           **Okay. What would have been the amount to**  
11    **reinstate under the cold weather rule? That would have**  
12    **been the last bill plus two payments, payments were 32; is**  
13    **that correct?**

14            A           Uh, I don't know what that would be right  
15    now. Let's see.

16            Q           **The last bill would have been \$125.82 -- or**  
17    **that would have been \$105.62?**

18            A           Well, the last bill from 2-17 to 3-18 was  
19    125.82, but it would depend on how many months behind you  
20    were on the payment agreement. So, \$132 payment that you  
21    missed, that would have been added, so I don't know what  
22    that total is right off.

23            Q           **I heard you say that the standard**  
24    **reinstatement would be the last bill plus two payments,**  
25    **and the payments are 32, that would be 64. And, if that**

1     was the thing, it would be in the nature of 180-something,  
2     had it been allowed to be reinstated under the cold  
3     weather rule? I'm not asking do you agree with this, I'm  
4     just trying to get a number.

5             A         And I don't have the number, I'm sorry. I  
6     don't have the records that I --

7             Q         Calculating 125.62 plus 32 plus 32?

8             A         If you were still supposed -- if you were  
9     still under a cold weather rule payment agreement?

10            Q         Yes.

11            A         To reinstate -- well, you're -- after the  
12     default, it was 605.76. I don't know what that would have  
13     been. I know it would have been whatever you were behind  
14     to catch up, and so I can't give you a number.

15            Q         I believe you testified that, to reinstate  
16     outside of the cold weather rule was -- when did this cold  
17     weather rule end?

18            A         March 31st.

19            Q         And to reinstate outside of the cold  
20     weather rule is at the option of the Company?

21            A         You wouldn't have been been able to  
22     reinstate April the 1st.

23            Q         You testified, I do believe, that to  
24     reinstate outside the cold weather rule is at the option  
25     of the Company?

1 MS. GIBONEY: Objection; mischaracterization of  
2 her testimony.

3 MR. HARTER: She can say no then. It's a  
4 question.

5 JUDGE BUSHMANN: I'll allow you to answer, Ms.  
6 Hart. If you disagree, you can say that.

7 A (By the Witness) I disagree with that.

8 **Q Okay.**

9 A What I would have said was that we don't  
10 offer a reinstatement. Beginning April the 1st, we would  
11 have offered a non-cold weather payment agreement. There  
12 would not have been a chance for you to reinstate at that  
13 point. You would have gone on to a non-cold weather  
14 payment agreement, and that's 50 percent of the your bill  
15 -- 50 percent of the bill, and then split the remainder  
16 into three payments.

17 **Q I apologize. I heard and wrote down that a**  
18 **reinstatement was at the option of the Company. Is there**  
19 **anything in which reinstatement is at the option of the**  
20 **Company?**

21 A During the cold weather rule --

22 **Q Okay.**

23 A -- we would have reinstated, but not  
24 outside --

25 **Q If someone is within the cold weather rule**

1     **and they miss a payment, then is reinstatement at the**  
2     **option of the Company?**

3             A         We offer a reinstatement, a regular cold  
4     weather rule, and then we offer a reinstatement during  
5     cold weather rule.   So --

6             Q         **So, that was a yes?**

7             A         So, the rules and regulations of Chapter 13  
8     --

9             Q         **So, is that a yes, there is?**

10            A         There is a -- yes.

11            Q         **There is an option of the Company to**  
12     **reinstate at the cold weather rule?**

13            A         Yes.

14            Q         **How often in your experience -- if you**  
15     **would, like, factually, within a year, or not -- generally**  
16     **in your experience -- does someone, does a customer fail**  
17     **in a payment during the cold weather rule that's on a cold**  
18     **weather rule agreement?**

19            A         I would have no idea.

20            Q         **None whatsoever?**

21            A         None.   I can't even take a guess at that.

22            Q         **Two or two million?**

23            A         I have no clue.   I do not know.

24            Q         **How many customers are on the cold weather**  
25     **rule in 2013?**

1           A           I don't have that information up here  
2     (indicating).

3           Q           You're qualified as an expert in cold  
4     weather rule for -- on behalf of Ameren UE?

5           A           I am, although I am not able to recite  
6     every figure, a statistic that is within our company. I  
7     do not know that answer. I am sorry.

8           Q           Could you consult through accessing your  
9     records and find out how many cold weather rule --

10          MS. GIBONEY: Objection; relevance.

11          JUDGE BUSHMANN: What is the relevance of this  
12     line of questioning, Mr. Harter?

13          MR. HARTER: I'll go to the next question and  
14     we'll see if it's relevant.

15          JUDGE BUSHMANN: Okay. Why don't you proceed.

16          Q           (By Mr. Harter) Of those who are on the  
17     cold weather rule and miss a payment, how often -- how  
18     many, at the option of the Company, are reinstated to the  
19     cold weather rule agreements?

20          MS. GIBONEY: Objection. Again, it's a  
21     mischaracterization of her testimony with regard to the  
22     option of the Company portion of this question.

23          MR. HARTER: I wasn't saying anything about her  
24     testimony.

25          MS. GIBONEY: She's testified that they operate

1 pursuant to the rules, but Mr. Harter persists in  
2 mentioning it's at the option of the Company.

3 JUDGE BUSHMANN: Well, she did say that it was, so  
4 I'll allow you to clear that up if there's any confusion  
5 on redirect.

6 Mr. Harter, you can ask your question again.

7 MR. HARTER: Thank you.

8 Q (By Mr. Harter) Of the customers who are  
9 on a cold weather rule agreement and miss a payment and  
10 then seek to be reinstated, how many of those are -- in  
11 that situation are granted the reinstatement?

12 A If it falls within the cold weather rule  
13 period of November 1st through March 31st, all of them  
14 would be able to be reinstated.

15 Q And that is what must fall within the  
16 period, the missed payment?

17 A The default. If the default -- it's the  
18 default.

19 Q And when did the default occur in this  
20 case?

21 A What are you referring to? Your default on  
22 whenever you had a cold weather rule payment agreement?

23 Q I'm looking at page 2 of Ameren Missouri  
24 Exhibit 1 HC, first thing, default PAG reversal 3-19.

25 A Right.



1                   Q       Isn't that a default occurring within the  
2       cold weather rule?

3                   A       It occurred within the cold weather rule,  
4       but we did not, um, receive a call from you until April  
5       the 30th. Therefore, it was outside of the cold weather  
6       rule period. Anything April 1st on is -- if that call was  
7       made after March 31st, it's outside of the cold weather  
8       rule.

9                   Q       I thought you played the call from me that  
10       we had recorded on March 1st?

11                  A       We did play one on March 1st. Um, a  
12       contact that I'm reading is where you refused to give  
13       payment information.

14                  Q       I'm sorry. There's no question.

15                  A       Oh, okay.

16                  Q       And is the amount that's being paid under  
17       cold weather agreement, is it stated on the bill on the  
18       left side, let's say, in the box where the accounting of  
19       charges is?

20                  A       It would have been on the flyer that you  
21       would have received with your disconnect notice.

22                  Q       I guess, talking of the fact that I asked  
23       you to look at your -- do you have the joint stipulation?

24                  A       Which one?

25                  Q       Exhibit 1.

1 MS. GIBONEY: Is it L?

2 MR. HARTER: Is it I?

3 MS. GIBONEY: I.

4 A (By the Witness) That was the bill from  
5 May 16th.

6 Q Right. And it shows prior balance 220.48?

7 A Correct.

8 Q Okay. And, then, go to Exhibit F, it shows  
9 a prior balance of 443.10?

10 A Okay.

11 Q And Exhibit E, it shows a prior balance of  
12 477. But if we go to Exhibit C, it doesn't show any prior  
13 balance, and it shows amount due 162.66. Is that correct?

14 A Uh, that's right.

15 MR. HARTER: I have no other questions. Thank  
16 you.

17 JUDGE BUSHMANN: Redirect.

18 MS. GIBONEY: Yes, please. I'm sorry.

19 REDIRECT EXAMINATION BY MS. GIBONEY:

20 Q We had some testimony about the cradle-to-  
21 grave technology?

22 A Yes.

23 Q I'm handing you what's been marked Ameren  
24 Missouri Exhibit 10HC. Can you identify that document?

25 A Yes. This is the cradle-to-grave report.

1           Q       And, earlier, I believe Mr. Harter was  
2 asking you about a call on April 30th, and this is the  
3 report for that date; is that correct?

4           A       Yes, it is.

5           Q       Now, does this report tell you on the  
6 second page what the caller hold time is?

7           A       It says caller hold time is 22 seconds.

8           Q       Does the report also tell you who abandoned  
9 the call?

10          A       It does. Says abandoned from hold. That  
11 would be the caller that called in abandoned.

12          Q       I believe there was some --

13          MS. GIBONEY: Oh, I'm sorry. I offer Ameren  
14 Exhibit 10HC into the record.

15          JUDGE BUSHMANN: Any objections?

16          MS. HERNANDEZ: No objections.

17          MR. HARTER: No.

18          JUDGE BUSHMANN: 10HC is admitted into the record.

19          Q       (By Ms. Giboney) I believe there were some  
20 earlier testimony on cross-examination about the payments  
21 and reinstatement. Was this -- your earlier testimony on  
22 direct, that was just an example, if a customer was behind  
23 by two payments, they would have to make two payments to  
24 catch up?

25          A       Correct.

1           Q       That was just an example?

2           A       Yes, it was.

3           Q       But, in general, to be reinstated during  
4 the cold weather rule period, you have to come current on  
5 all the charges that are due; is that correct?

6           A       Well, you would come -- you would come  
7 current on any charges that you were past due on your  
8 payment agreement of paying, and then we would take the  
9 rest and put into a payment agreement and mirror that  
10 number of months. So, you're catching up the payments  
11 that you actually missed. If they were \$25 payments and  
12 you missed two, then you would have to pay those two.

13          Q       But, again, the \$25, that's just an  
14 example?

15          A       That's just an example.

16          Q       Okay. Just a moment ago, Mr. Harter asked  
17 you to look at Exhibit C.

18          A       Okay.

19          Q       I believe he asked you whether or not,  
20 under the cold weather rule agreement, the amount was  
21 stated in the box on the left-hand side?

22          A       Yes.

23          Q       And is there a payment agreement amount  
24 stated there?

25          A       There is, of 314.84/10, meaning 10 months

1 remaining.

2 Q And that's on the right-hand side, correct?

3 A I'm sorry. Yes, it was.

4 Q And, then, on the left-hand side, does that  
5 show just the monthly payment agreement amount?

6 A Yes, it does. 162.66.

7 Q And, then, the payment agreement amount of  
8 \$32?

9 A Yes.

10 Q There was some testimony also about cold  
11 weather rule agreement letters and non-cold weather rule  
12 agreement letters. It's in keeping with the regulations  
13 and the Company's policy not to send the cold weather rule  
14 payment agreement letter until the payment is received,  
15 correct?

16 A That is correct.

17 Q That may not be the case with the non-cold  
18 weather rule payment agreement letter, correct?

19 A The non-cold weather rule payment agreement  
20 would be the same.

21 Q Okay.

22 A Until that payment agreement -- until the  
23 down payment is made and you actually -- that shows that  
24 you're entering into the payment agreement, then the  
25 letter's going to be sent, not beforehand.

1           Q       And, again, the call with Mr. Harter  
2 entered into the non-cold weather rule payment agreement,  
3 that was March -- I'm sorry -- May 3rd, correct?

4           A       Yes.

5           Q       And your call contacts indicate that?

6           A       They do indicate that, and then we sent the  
7 letter out.

8           Q       And, in fact, you actually received the  
9 amount that the call contacts indicate that needed to be  
10 paid, right?

11          A       Yes. To begin that agreement, yes, we did.

12          Q       The exact same amount that was referred?

13          A       Yes, it was.

14          MS. GIBONEY: No further questions.

15          JUDGE BUSHMANN: Thank you, Ms. Hart. You may  
16 step down.

17          MR. HARTER: Do I have --

18          JUDGE BUSHMANN: I'm going to give you an  
19 opportunity right now.

20          Ms. Hart, you can step down.

21          MR. HARTER: I have one question in response to  
22 those.

23          JUDGE BUSHMANN: All right. I'll let you -- I'll  
24 let him ask one more question.

25          THE WITNESS: Okay.

1       REXCROSS-EXAMINATION BY MR. HARTER:

2                   Q       I'm looking at 1HC, middle of page 2.

3                   A       Okay.

4                   Q       And there's two entries, one on May --  
5       well, one on May 3rd, I understand, says 555.38 payment  
6       agreement, but next one, 6-18, says 184.38 default PAG  
7       reversal?

8                   A       Uh-huh.

9                   Q       And it's listed as a credit?

10                  A       That shows that we are taking that amount  
11       and we're going to add it back into your regular bill.  
12       That means a default, you defaulted on the payment  
13       agreement.

14                  Q       Why is it listed as a payment?

15                  A       Well, it's going to show that way until it  
16       actually -- you see the next -- next line down under  
17       charges, then it was all added back into the next bill.  
18       So, it's just an offset of that amount. The 184.38 was  
19       going to be added back into the regular bill. The 220.48,  
20       we have suspended, and still owed it.

21                  Q       And the 36.10, is that default PAG  
22       reversal?

23                  A       Yes. That's all part of that payment  
24       agreement amount.

25                  Q       I'm just not seeing that on the other side.

1 MS. GIBONEY: Would you repeat that? I'm sorry.

2 MR. HARTER: I don't see the 36.10. She said it  
3 was balancing out, and I don't see that one balancing out.

4 A (By the Witness) I think the 36.10 was the  
5 amount you were short in paying, and that's what caused  
6 that to default. So, that's -- that's just stating that  
7 that was the reason why that your payment agreement  
8 defaulted, because you were short by 36.10. The total --  
9 because the totals would have been actually, with late pay  
10 charges, 186.10, I believe, best I can figure there.

11 JUDGE BUSHMANN: Anything further, Mr. Harter?

12 MR. HARTER: No. Thank you. Thank you very much.

13 JUDGE BUSHMAN: Thank you, Ms. Hart. Wait a  
14 minute. Any redirect?

15 MS. GIBONEY: No.

16 JUDGE BUSHMANN: Thank you, Ms. Hart.

17 (Whereupon, the Witness left the witness stand.)

18 JUDGE BUSHMANN: Mr. Harter, is there anything  
19 further you wanted to add for the record? This would be  
20 your opportunity if you wanted to make any statements  
21 about Ameren Missouri Exhibit 3HC or if you want to make  
22 any statements about additional recordings that you --

23 MR. HARTER: Yes.

24 JUDGE BUSHMANN: Go right ahead.

25 MR. HARTER: Well, my position was that none of



1     them were actually needed; but, if you're going to listen  
2     to them, you should listen to them all, and there are two  
3     more that UE has and one, apparently, that the Staff said  
4     they were going to introduce and now they say they're not.

5             JUDGE BUSHMANN: Do you have those that you would  
6     like to offer as your own exhibit?

7             MR. HARTER: I have them but not in a technical  
8     way in which I could -- I could -- I could produce them on  
9     this computer (indicating), and then they --

10            JUDGE BUSHMANN: I would need them in a form that  
11     could be retained in the record, like a disk or something  
12     like that that could be kept in the file.

13            MR. HARTER: I -- I know what happens when you  
14     assume, and I did. I assumed that they would be here in  
15     some form. I could -- go home burn a disk and send it in.

16            JUDGE BUSHMANN: Is there something you want to  
17     testify to about those calls that you think is important  
18     for the Commission to understand?

19            MR. HARTER: No. I think they're just the same as  
20     others. I just don't want to see a portion omitted. They  
21     are similar to the others.

22            JUDGE BUSHMANN: Well, was there anything else  
23     that you wanted to add, also, about the Exhibit 3HC? That  
24     was the contacts document that you said that you needed  
25     time to review.

1 MR. HARTER: Oh, thank you for allowing that, and  
2 I didn't realize the hour. No, I don't -- no.

3 JUDGE BUSHMANN: Anything else you wanted to add  
4 for the record before we conclude the hearing?

5 MR. HARTER: Yes. I just don't know if it's in  
6 the form of a testimony or speaking, but I'll just -- I'll  
7 informally -- I believe, when we began, you said it's  
8 informal?

9 JUDGE BUSHMANN: It's informal. If you want to  
10 say something, so now is your chance.

11 MR. HARTER: I will answer the question, your  
12 question. I am actually glad that they played the tape  
13 from March 1st, and I am disabled, and it's easy to get  
14 the best of me sometimes in these regards. And that  
15 conversation marks my first understanding, realization,  
16 that I had not paid the bill in full as I thought I had on  
17 February 14th. If you -- you did listen to that. That's  
18 what's going on there, and that's why -- I didn't know how  
19 to respond because it was right, I didn't pay the bill in  
20 full, and I didn't know that, and that was -- that's --  
21 that is not this whole case, but that is the genesis of  
22 this whole case. That is where there's a confusion and a  
23 misunderstanding of mine. I admit.

24 But my misunderstanding was based, I believe, on  
25 the bill which didn't -- and, when I called up and was

1 told to pay the amount that was on the bill, and they were  
2 both the same, and that's what I paid. And had they been  
3 corrected, as she testified, I could have been reinstated  
4 to the cold weather rule and everything would have been  
5 fine. And I think that -- might request can't be -- to do  
6 that yet, that's what it -- that's what it is. I wish  
7 that that's what we could have done, and to return it to  
8 as close to that as could be.

9 JUDGE BUSHMANN: Okay. Ms. Giboney, anything  
10 further on behalf of Ameren Missouri?

11 MS. GIBONEY: No, your Honor. Well, we do have a  
12 motion we would like to file, but nothing further with  
13 regards to the hearing.

14 JUDGE BUSHMANN: And, Ms. Hernandez?

15 MS. HERNANDEZ: No. Thank you.

16 JUDGE BUSHMANN: Parties have the option of filing  
17 a brief if you want to. And I believe that's October 3rd.  
18 Since it's coming up quickly, I would like to have the  
19 transcript expedited to September 24th to give the parties  
20 a chance to review those and submit what you would like in  
21 the way of a brief, if you want to.

22 And you said you had a motion. Do we need to do  
23 that up on the record or is it something you're going to  
24 be filing after the hearing?

25 MS. GIBONEY: I would like to discuss it.

1           Company's filing a motion for expedited treatment  
2   and authority to proceed with disconnection. This is  
3   related solely to the amounts that were not in dispute and  
4   to the amounts that are delinquent at this time, but the  
5   Company is asking for authorization to proceed with normal  
6   disconnection actions related to notices of delinquent  
7   amounts.

8           We're asking for expedited treatments, and we're  
9   asking for an order by September 23rd -- so, just  
10   beginning next week -- that would authorize the Company to  
11   disconnect the service after October 2nd. So, another  
12   nine or ten days. Only in the event the Company has  
13   provided all the required notices under the rules and  
14   complainant has failed to make the payments for the  
15   delinquent amounts as of this date.

16           JUDGE BUSHMANN: Okay. You'll be filing that in  
17   efis?

18           MS. GIBONEY: Yes. I'll just be giving a copy of  
19   it that's in my hand right now to the parties, but we will  
20   be filing that in efis as soon as we return.

21           JUDGE BUSHMANN: All right. I'll take that in  
22   consideration.

23           MR. HARTER: Your Honor, a response to that which  
24   I have not seen --

25           JUDGE BUSHMANN: If you have a response, you can

1 submit that in writing once they filed it. And when  
2 you've had a chance to review it, you will be given an  
3 opportunity for you to respond.

4 MR. HARTER: I understand, but there's also  
5 testimony today about some sort of notice mailed on the  
6 17th, which I have not received and not seen.

7 JUDGE BUSHMANN: If you have a response to their  
8 motion, once you've reviewed it, you can submit that in  
9 writing to the Commission.

10 MR. HARTER: May I ask in any way what amount they  
11 need, not to disconnect?

12 JUDGE BUSHMANN: Well, if you want to have a  
13 conversation about that after --

14 MR. HARTER: I don't know why it should be secret  
15 from me. Can't somebody tell me now, please?

16 MS. GIBONEY: It's in our motion.

17 JUDGE BUSHMANN: I've not seen it. All right. It  
18 sounds like that's all that we need to do today.

19 In that case, we're off the record, and this  
20 hearing is now adjourned.

21 MS. HERNANDEZ: Thank you.

22 (Adjournment.)

23 (Whereupon, the record ended at 1:45 p.m.)

24 \* \* \* \* \*

25

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15	Of Non-Disputed Material Facts		
16	By Staff/Complainant/Company/		
17	Office of Public Counsel 9/11/13)		
18	Ameren Missouri Exhibit 10HC	152	152
19	(Cradle-To-Grave Report for		
20	Call of 5/30)		
	(The following original exhibits were retained by		
21	the Court Reporter: Staff Exhibit No. 1; Ameren Missouri		
	Exhibit 5HC; Ameren Missouri Exhibit 6HC; Ameren Missouri		
22	Exhibit 7HC; Ameren Missouri Exhibit 8HC; Ameren Missouri		
23	Exhibit 9HC; Ameren Missouri 10HC, to be attached to Judge		
24	Bushmann's transcript.)		
25			



1 C E R T I F I C A T E

2

3 STATE OF MISSOURI )

4 ) ss.

5 COUNTY OF COLE )

6 I, Pamela S. Gentry, Certified Court

7 Reporter with the firm of Midwest Litigation Services, do

8 hereby certify that I was personally present at the

9 proceedings had in the above-entitled cause at the time

10 and place set forth in the caption sheet thereof; that I

11 then and there took down in Stenotype the proceedings had;

12 and that the foregoing is a full, true and correct

13 transcript of such Stenotype notes so made at such time

14 and place.

15 Given at my office in the City of

16 Jefferson, County of Cole, State of Missouri.

17

18

19

20

\_\_\_\_\_  
Pamela S. Gentry, CCR #426

21

22

23

24

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