

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

The Staff of the)	
Missouri Public Service Commission,)	
)	
Complainant,)	
)	<u>Case No. EC-2016-0104</u>
v.)	
)	
Union Electric Company d/b/a)	
Ameren Missouri,)	
)	
Respondent.)	

STIPULATION AND AGREEMENT

COME NOW Staff of the Missouri Public Service Commission (“Staff”) and Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”), by and through their respective undersigned counsel, and stipulate and agree as follows in settlement of the captioned case:

Background:

1. On November 6, 2015, Staff filed a *Complaint* against Ameren Missouri before the Missouri Public Service Commission (“Commission”) stating that Ameren Missouri, an electric corporation and a regulated public utility under the jurisdiction of the Commission, failed to suspend collection of a disputed balance that was the subject of a formal consumer complaint¹ and allowed the disputed amount to be automatically withdrawn from the customer's bank account. Further, upon discovery of the unauthorized collection, Ameren Missouri did not immediately refund the disputed amount to the customer.

¹ Case No. EC-2015-0347.

2. On November 6, 2015, the Commission issued notice of Staff's *Complaint* and directed Ameren Missouri to file an answer no later than December 4, 2015. On December 4, 2015, Ameren Missouri filed a *Motion for Continuance* requesting an additional seven days either to file a formal stipulation and agreement or to file its answer.

3. Ameren Missouri has settled the customer complaint that gave rise to Staff's *Complaint*, and, as part of this agreement, acknowledges that it made mistakes in handling the disputed amount at issue in the customer complaint. Further, Ameren Missouri commits to undertake an effort to ensure such mistakes will not be made in the future. Therefore, Staff and Ameren Missouri desire to settle the issues raised in the instant *Complaint* by entering into this *Stipulation and Agreement* ("Agreement"). This *Agreement* is in the public interest because it will provide funds to the Missouri school fund, eliminates the need for further prosecution of this case, leads to a broader resolution of issues, and provides a reasonable and just solution to resolve the matters raised in the *Complaint*.

The Agreement:

4. Ameren Missouri admits that it failed to suspend collection of a disputed balance that was the subject of a customer complaint and allowed the amount to be automatically withdrawn from the customer's bank account.

5. Within thirty days of the effective date of a Commission order approving this *Agreement*, Ameren Missouri shall remit a payment for the Missouri Public School Fund of One Thousand Dollars (\$1,000.00), made payable to the Missouri Director of Revenue, and sent addressed to the Missouri Public Service Commission, Budget and

Fiscal Services Department, Attn: Helen Davis, 200 Madison Street, P.O. Box 360, Jefferson City, MO 65102, for the sole purpose of settlement of the *Complaint*. Ameren Missouri agrees that it will not make this payment the subject of any advertising or promotion.

6. Ameren Missouri agrees that if a customer is subscribed to automatic payments and disputes all or part of a charge, that it will ensure the automatic payment of any amount in dispute will be suspended until the dispute is resolved.

7. Ameren Missouri also agrees that in the event of a situation where it is unable to suspend an automatic payment of a disputed amount for any reason, Ameren Missouri will refund to the customer the disputed amount as soon as possible.

8. Staff agrees to dismiss the *Complaint* as part of this *Agreement*.

9. In the event that Ameren Missouri fails to remit a payment for the Missouri Public School Fund of One Thousand Dollars (\$1,000) within thirty days of the effective date of a Commission order approving this *Agreement*, Staff reserves the right to ask the Commission to authorize the General Counsel to seek penalties on the basis of the admissions made by Ameren Missouri herein.

10. Ameren Missouri and Staff have agreed to each and every term and provision of this *Agreement* as a compromise to avoid further expense and to terminate all controversy concerning the *Complaint*.

11. This *Agreement* has resulted from negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not adopt this *Agreement* in total, then this *Agreement* shall be void and no signatory shall be bound by any of the agreements or provisions hereof. The agreements herein are specific to

the resolution of this proceeding and are made without prejudice to the rights of the signatories to take other positions in other proceedings.

12. In the event the Commission accepts the specific terms of this *Agreement*, the parties and participants waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.080.1, RSMo, to present testimony, to cross-examine witnesses, and to present oral argument or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo; and their respective rights to seek rehearing pursuant to Section 386.500, RSMo; and to seek judicial review pursuant to Section 386.510, RSMo. Ameren Missouri and Staff agree to cooperate in presenting this *Agreement* for approval to the Commission and shall take no action, direct or indirect, in opposition to the request for approval of the Agreement.

13. Staff shall also have the right to provide, at any agenda meeting at which this *Agreement* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that Staff shall, to the extent reasonably practicable, provide Ameren Missouri with advance notice of when Staff shall respond to the Commission's request for such explanation once such explanation is requested from the Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure.

WHEREFORE, the signatories respectfully request the Commission to issue its Order approving the terms of this *Stipulation and Agreement*.

Respectfully submitted,

/s/ Mark Johnson

Mark Johnson

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**Attorney for Staff of the
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been electronically mailed to all counsel of record this 10th day of December, 2015.

/s/ Mark Johnson