

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on the 22nd day of
December 2015.

The Staff of the)	
Missouri Public Service Commission,)	
)	
Complainant,)	
)	
vs.)	File No. EC-2016 -0104
)	
Union Electric Company)	
d/b/a Ameren Missouri,)	
)	
Respondent.);;	

ORDER INCORPORATING STIPULATION AND AGREEMENT

Issue Date: December 22, 2015

Effective Date: December 22, 2015

The Commission's staff ("Staff") filed a complaint¹ charging a violation of
cites 4 CSR 240-13.045(5), which provides:

If a customer disputes a charge, [the customer] shall pay to the
utility an amount equal to that part of the charge not in dispute.
The amount not in dispute shall be mutually determined by the
parties. The parties shall consider the customer's prior
consumption history, weather variations, the nature of the
dispute, and any other pertinent factors in determining the
amount not in dispute.

The complaint alleges that Union Electric Company d/b/a Ameren Missouri ("Ameren
Missouri") violated that regulation through an automatic withdrawal from a customer's

¹ Electronic Filing Information System ("EFIS") No. 1, (November 6, 2015) *Staff Complaint*.

account. Staff and Ameren Missouri filed a *Stipulation and Agreement*² in settlement of the complaint (“settlement”). The settlement is not signed by all parties,³ but the Commission received no response to the settlement within the time provided by regulation, so the settlement is deemed unanimous.⁴

In the settlement, Ameren Missouri admits the conduct charged⁵ and pledges to improve its processes:

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. [6]

Also, Ameren Missouri agrees to pay \$1,000 in to the Public School Fund in lieu of a Commission action in circuit court seeking a penalty. Moreover, the parties agree that Ameren Missouri has also settled with the customer whose funds were wrongly taken.

Therefore, the Commission will incorporate the settlements’ provisions into this order either as the Commission’s rulings or, for those matters to which the parties agreed but the

² EFIS No. 9, (December 10, 2015) *Stipulation and Agreement*.

³ The Office of the Public Counsel is a party to this action under 4 CSR 240-2.010(10) but has elected to enter no appearance.

⁴ 4 CSR 240-2.115(2).

⁵ EFIS No. 9 (December 10, 2015) *Stipulation and Agreement* page 2, paragraph 4.

⁶ EFIS No. 9 (December 10, 2015) *Stipulation and Agreement* page 3, paragraph 6 and 7.

Commission has no authority to order, as the Commission's consent order.⁷ This file will remain open for a status report on the execution of the settlement's terms.

THE COMMISSION ORDERS THAT:

1. The provisions of the *Stipulation and Agreement* are incorporated into this order as if fully set forth, either as the Commission's order or as a consent order, as described in the body of this order.
2. No later than January 21, 2015, the Commission's staff shall file a status report as described in the body of this order.
3. This order shall be effective when issued.

BY THE COMMISSION



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

Morris L. Woodruff
Secretary

Hall, Chm., Stoll, Kenney, Rupp, and
Coleman, CC., concur.

Jordan, Senior Regulatory Law Judge

⁷ Section 536.060, RSMo 2000.