

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

Nancy Hurt,)	
Complainant,)	
v.)	File No. EC-2024-0108
)	
Union Electric Company d/b/a Ameren Missouri,)	
Respondent)	

AMEREN MISSOURI'S ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "the Company"), and for its *Answer and Affirmative Defenses* states as follows:

Background

1. On September 27, 2023, Complainant filed a complaint with the Missouri Public Service Commission ("Commission") against the Company ("Complaint").
2. On September 28, 2023, the Commission issued its Order Giving Notice of Case Filing, Directing an Answer, a Staff Investigation, and to Cease Disconnection or Restore Service ("*Order*").
3. On September 29, 2023, pursuant to the *Order*, the Company restored electric service to Complainant's residence.
4. On October 17, 2023, Complainant submitted an amendment to her complaint ("*Amended Complaint*"). Complainant's Amended Complaint explains that she chooses to opt out of installation of the Advanced Meter Infrastructure ("AMI") meter, sometimes referred to as a "smart" meter. However, Complainant does not want to pay the corresponding Opt-Out Charges set out in the Company's Commission-approved tariff, at electric sheet no. 63. In the Amended Complaint, Complainant calculates a potential billing amount for the Opt-Out Charges of ** [REDACTED]

*** plus replacement expenses and spoilage disposal" due to disconnection of electric service allegedly without written notice.

Answer

5. In accordance with the *Order*, the Company hereby answers Complainant's original complaint, and amended complaint.

6. Paragraphs 1, 2, and 3 of the Complaint are not allegations, and therefore, no response is required to those paragraphs.

7. Ameren Missouri admits the allegation set forth in paragraph 4 of the Complaint.

8. Complainant does not explain how the amount at issue could be ***
*** and therefore Ameren Missouri is without sufficient information to respond to the alleged amount in paragraph 5 of the Complaint.

9. Regarding paragraph 6 of the Complaint, Ameren Missouri admits that electric service to Complainant's residence was disconnected on September 26, 2023 due to Complainant's refusal to allow access to meter and decision on which meter would be installed. While Complainant states in paragraph 6 that she "opt[s] out of [the] smart meter," she has refused to pay the corresponding non-standard metering charges for such opt-out. Accordingly, the Company admits paragraph 6 in part and denies paragraph 6 in part.

10. Regarding paragraph 7 of the Complaint, Ameren Missouri's answer to paragraph 4 is incorporated by reference.

11. Regarding paragraph 8 of the Complaint, Ameren Missouri admits that electric service to Complainant's residence was disconnected on September 26, 2023 due to Complainant's refusal to allow access to meter and decision on which meter would be installed after repeated communications between Ameren Missouri and Complainant. The remainder of the allegations in

paragraph 8 of the Complaint are unintelligible, and the Company is without sufficient information to respond to them.

12. Regarding the first point in Complainant's Amended Complaint, in accordance with Commission-approved electric tariffs, Ameren Missouri admits that it allows customers receiving Residential Service the option of refusing the installation of remotely read metering, but the non-standard metering equipment requires a manual meter read and those customers will be charged Opt-Out Charges. See Company's electric tariff sheet nos. 129 & 63.

13. Regarding Complainant's calculation of a potential billing amount for the Opt-Out Charges over a 15-year period, there is no allegation against Ameren Missouri but rather a calculation.

14. In further answer, the Company states that its tariffs filed with and approved by the Commission have the force and effect of law.

15. Regarding Complainant's third point in her Amended Complaint, Ameren Missouri denies that Complainant's electric service was disconnected without written notice. On August 18, 2023, the Complainant was mailed a 10-day disconnection notice explaining that disconnection could occur after August 28, 2023.

Affirmative Defenses

1. In accordance with Commission-approved electric tariffs, Ameren Missouri allows customers receiving Residential Service, like Complainant, the option of refusing the installation of remotely read metering, but the non-standard metering equipment requires a manual meter read and those customers will be charged Opt-Out Charges. See Company's electric tariff sheet nos. 129 & 63.

2. Ameren Missouri's General Rules and Regulations, IV. Measurement of Service, at electric tariff sheet no. 129 states:

E. REMOTE METER READING OPT-OUT

Customers receiving Residential Service have the option of refusing the installation of remotely read metering or requesting the removal of previously installed remotely read metering. In such instances, non-standard metering equipment will be installed that requires a manual meter read. Customers requesting non-standard metering service after April 1, 2017 will be charged a one-time setup charge and a monthly recurring Non-Standard Meter Charge. Charges are listed on Sheet No. 63, Miscellaneous Charges. Charges shall not be applicable to customers who have not been offered remote metering equipment by the Company due to geographic or similar considerations.

To the extent that a customer denies access to property through verbal denial or threats of violence, or fails to establish a suitable time for access or allow access, customer will be notified, in writing, that failure to provide access to install remotely read metering equipment will result in customer being considered an opt-out customer not sooner than 30 days after Company's notice. Company's notification will include charges that will be added to the customer's bill as listed on Sheet No. 63, miscellaneous charges and provide information for the customer to understand the financial impact of opt-out status. Prior to deeming a residential customer to have accepted opt-out status, Company shall follow the notice procedures found in 20 CSR 4240- 13.035(1)(C), with the exception of 20 CSR 4240-13.035(1)(C)2.B.

3. Ameren Missouri's Miscellaneous Charges are set out as follows in electric tariff sheet no. 63:

Opt-Out Charges

Applicable to General Rules & Regulations IV. Measurement of Service, Remote Meter

Reading Opt-Out:

One-time setup charge \$100.00

Non-Standard Meter Charge – per month \$40.00

4. On August 18, 2023, a 10-day notice of potential disconnection was mailed to Complainant indicating disconnection could occur after August 28, 2023.

5. The Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, and cannot require a refund, order damages or grant equitable relief. *See e.g., State ex. rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 695 (Mo. App. 2003); *American Petroleum Exchange v. Public Service Comm'n*, 172 S.W.2d 952, 956 (Mo. 1943). All of Complainant's claims for refund, damages or equitable relief are not within the Commission's jurisdiction.

WHEREFORE, the Company respectfully requests that the Commission set the matter of whether the Company has violated a statute, tariff, Commission regulation or Commission order, for hearing.

Respectfully submitted,

/s/ Jermaine Grubbs

Jermaine Grubbs, # 68970

Corporate Counsel

P.O. Box 66149, MC 1310

St. Louis, MO 63166-6149

(314) 554-2041 (phone)

(314) 554-4014 (fax)

AmerenMOService@ameren.com

**Attorney for Union Electric Company d/b/a
Ameren Missouri**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed to the parties of record on this 26th day of October, 2023.

/s/ Jermaine Grubbs
Jermaine Grubbs