

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

Dora M. Middleton)	
Complainant,)	
)	
vs.)	Case No: EC-2018-0076
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer states as follows.

1. On September 15, 2017, Complainant initiated this proceeding against Company.
2. Any allegation not specifically admitted herein by the Company should be considered denied.
3. The Company admits the allegations of paragraph 1 of the Complaint and in further answer states that the Company currently provides residential electric (1M) service to Complainant at 1107 Spencer Rd. (herein, “Spencer”), St. Peters, Missouri.
4. The Company admits the allegations of paragraph 2, but for clarification notes that the Company previously provided residential electric (1M) service to Complainant at 132 Fulton St., Apt. 132 (herein “Fulton”), and that said address is in St. Charles, Missouri, not St. Peters, Missouri.
5. The Company admits the allegations of paragraph 3 and in further answer states that the location of the Company’s principal offices and its mailing address for purposes of this proceeding are: 1901 Chouteau Ave., MC-1310, P.O. Box 66149, St. Louis, Missouri 63166-6149.
6. The Company admits the allegation of paragraph 4.
7. The Company denies the allegation of paragraph 5, as stated. In further answer, the Company states as follows. Complainant appears to dispute the balance transferred from an account for service in her name at Fulton, to the account in her name for service to Spencer. The

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balance transferred from Complainant's account for service at Fulton to the Spencer account was ** _____ **, not ** _____ **, as stated in paragraph 5 of the Complaint.

8. In answer to paragraph 6, the Company denies that Complainant is entitled to the relief requested. In further answer to paragraph 6, the Company denies the allegations that Complainant does not owe the Company any money.

9. In answer to paragraph 7, the Company is without information sufficient to form a belief about the allegation that she gave proof to the Commission or to Gay Fred or emailed documentation to Ms. Fred and therefore denies the same. In further answer to paragraph 7, the Company denies the remaining allegations of paragraph 7.

10. In answer to paragraph 8, the Company is without information sufficient to form a belief about the alleged communications between Complaint and the Commission or its Consumer Services Staff and therefore denies the same. In further answer to paragraph 8, the Company admits that Complainant filed for Chapter 7 bankruptcy in May of 2016, but denies the allegation that the Company received any documentation regarding the bankruptcy filing from her, and denies that the Company has refuse to permit her to provide such documentation. In further answer to paragraph 8, the Company notes that when Complainant called the Company to advise the Company of her bankruptcy, a Company representative was able to locate the bankruptcy filing by searching the bankruptcy court's electronic filing system. The address provided for the Company in Complainant's bankruptcy filing, for notice by the bankruptcy court to the Company as a creditor, was not the address of the Company's registered agent for service or process, nor was it the Company address to which the court's notice of filings are commonly sent to the Company. In further answer to paragraph 8, the Company admits that Complainant has spoken with several Company representatives including supervisors.

11. In further answer to the Complaint, the Company provides the following information about Complainant's outstanding account balance with the Company and how it has accrued:

Pre-Bankruptcy Fulton Account

- a. Complainant began receiving residential (1M) electric utility service at Fulton under account #** _____ ** ("pre-bankruptcy account") in her name on September 12, 2015.

- b. On May 17, 2016, Complainant called the Company, reported that she had filed for bankruptcy, and requested a new account number for service to Fulton. The Company representative checked the Company's records and advised that it had no record of the bankruptcy filing, and asked Complainant to fax documentation regarding the bankruptcy. Complainant became upset, stated every other creditor had received notice of the bankruptcy, asked to speak to a leader, then hung up while waiting to be transferred. Complainant called back a short time later, was again advised that the Company records did not reflect notice of the bankruptcy filing, was again provided with the fax number by which she could submit documentation, as well as an email address, was advised her account was not in threat of disconnection, and was advised of her current bill's due date.
- c. On May 18, 2016, the Company independently confirmed by researching the bankruptcy court's filings that Complainant had filed for Chapter 7 bankruptcy on May 9, 2016. As of May 9, 2016, the outstanding account balance on the pre-bankruptcy account was **_____**. On May 18, 2016, the Company closed the pre-bankruptcy account and charged off the **_____** final bill for the outstanding account balance as of the May 9, 2016 filing date.

Post-Bankruptcy Fulton Account

- d. Although the Company closed the pre-bankruptcy account, it continued providing service in Complainant's name to Fulton. So, on May 18, 2016, the Company created a new account in Complainant's name, #**_____** (the "post-bankruptcy account") for the service it provided to Complainant at Fulton on and after May 10, 2016.
- e. Complainant did not make any payments towards the amounts due for service to Fulton under the post-bankruptcy account, and as a result, her account fell into arrears. Only one payment was ever received for the service provided to Complainant at Fulton under the post-bankruptcy account, a **_____** energy assistance payment. That payment was less than the total amounts due for service, however, so her account remained in arrears.

- f. Between May 10, 2016 and August 17, 2016, Complainant never registered a dispute with the Company about her Fulton post-bankruptcy account.
- g. On August 17, 2016, Complainant called the Company and requested that it terminate service to Fulton in her name. The representative asked if she would like service to be terminated in her name that same day. Complainant said yes, stating that she had moved out five days earlier. The representative asked Complainant where she would like the final bill mailed. Complainant instructed the representative to mail the bill to the Fulton address. She advised that she would actually pick it up at the post office because her mail to the Fulton address was being held at the post office. The representative agreed to mail the bill to Fulton per Complainant's instruction. The representative said she would stop service in Complainant's name as of August 17, and Complainant replied, "All right. Thank you."
- h. On August 19, 2016, the Company issued a final bill to Complainant for the post-bankruptcy account for service to Complainant at Fulton through August 17, 2016, in the amount of ** _____ **. After the final bill was issued, Complainant did not make any payments on her ** _____ ** outstanding account balance for her Fulton post-bankruptcy account.

Spencer Account

- i. Nearly nine months later, on May 5, 2017, Complainant called the Company and requested service at Spencer, to commence May 14, 2017. She spoke with three different Company representatives. She was advised that the balance from her post-bankruptcy Fulton account would be transferred to the new Spencer account. She claimed that she did not have an outstanding balance for Fulton, and claimed that she asked for service there to be terminated when she filed for bankruptcy. She was advised that there was no record of a call requesting that service to Fulton be terminated when her bankruptcy was filed. She was also advised that as soon as Complainant received her first bill for Spencer, she could call back and request a payment agreement to assist in paying off the Fulton post-bankruptcy account

transferred balance. Complainant was not satisfied and threatened to call her attorney.

- j. Per Complainant's request for service, the Company began providing service to Complainant at Spencer under an account in her name on May 14, 2017.
- k. On May 16, 2017, the Company transferred the **_____** outstanding balance from Complainant's Fulton post-bankruptcy account to her Spencer account.
- l. On June 14, 2017, the Company issued a bill to Complainant in the amount of **_____**, due July 7, 2017. This included current charges of **_____** for service to Spencer for the period May 14, 2017 through June 13, 2017, and the **_____** Fulton post-bankruptcy account transferred balance. After the bill was issued, Complainant did not call and request a payment agreement. Complainant did not make any payment by the bill's due date.
- m. On July 12, 2017, the Company issued a disconnection notice to Complainant, advising that unless the **_____** delinquent balance was paid on or before July 24, 2017, her service would be disconnected for nonpayment.
- n. On July 14, 2017, the Company issued a bill to Complainant in the amount of **_____**, due August 7, 2017. This included current charges of **_____** for service to Fulton for the period June 13, 2017 through July 13, 2017, the prior balance of **_____**, and late pay charges of **_____**.
- o. On July 18, 2017, Complainant called the Company. She asserted that her service to Fulton was not terminated in her name at the time she called the Company to have it terminated and as a result she had been billed for service provided to someone else after that date. She also asserted that when her Spencer account was established, the Company was supposed to have, but did not, automatically set up a payment arrangement by which she could pay in installments the post-bankruptcy Fulton balance that had been transferred into the Spencer account. She also claimed that she had received a

disconnection notice for Spencer but had never received a regular bill for Spencer.

- p. During the July 18, 2017 call, because Complainant alleged that she was billed for service provided to another person, the Company representative told her she would suspend the **_____** transferred balance amount from collections for 30 days, and send Complainant a fraud packet which would need to be filled out and returned in the 30 days, but that in the meantime, Complainant needed to pay the portion of her Spencer bill for service to Spencer, **_____**. (actually **_____**). Complainant alleged she had only moved to Spencer in June and couldn't possibly owe that much. The representative reviewed the bills and confirmed Complainant's mailing address. Complainant inquired about setting up a payment arrangement to pay the **_____** portion of her bill, but the representative advised that the initial payment would be more than if she simply paid the past due portion of her non-suspended current charges, **_____**. Complainant agreed to pay **_____** by July 24, 2017, then call back to discuss a payment arrangement to pay the remaining current balance of **_____**.
- q. Complainant did not pay **_____** by July 24, 2017. Instead, she called the Company on July 21, 2017, and again inquired about a payment arrangement. She and the representative discussed that, setting aside the **_____** that had been temporarily suspended from collections, Complainant owed about **_____** for her first two months of service. The representative advised that to set up an arrangement to pay the **_____**, Complainant would be required to pay **_____**, 75% of the balance. Complainant asked if she could simply pay **_____**. The representative advised Complainant that she could pay the past due amount of **_____**, and call back about the **_____** that would be due on August 7, to discuss a payment arrangement to pay that amount.
- r. During the July 21, 2017 call, they also discussed the various ways Complainant could make payments, and how quickly they would be credited

toward her account. Complainant inquired again about entering into a payment agreement involving a **_____** payment by August 11. The representative reminded her that she would need to actually set up that arrangement before making the **_____** payment that would activate the arrangement. Complainant decided not to make an arrangement to pay **_____** at that time, and rather, to pay the **_____** that was past due.

- s. Later that same day, Complainant called to set up a pending payment arrangement. The arrangement called for a **_____** initial payment by August 11, 2017, and split the remaining, non-suspended amount of **_____** account balance into three monthly installments.
- t. On August 3, 2017, the payment agreement was activated by the Company's receipt of a **_____** payment.
- u. On August 14, 2017, the Company issued a bill to Complainant in the amount of **_____**, due September 6, 2017. This included the **_____** portion of her account balance that had been temporarily suspended from collections on July 18, 2017 to give Complainant 30 days to return of the completed fraud packet, current charges of **_____** for service to Spencer for the period July 13, 2017 through August 13, 2017, a **_____** payment agreement installment, and late pay charges of **_____**.
- v. By August 22, 2017, Complainant had not returned a completed fraud packet to the Company, and therefore she had provided no proof within the 30 days provided to her by the Company that anyone except her had received service in her name under her Fulton post-bankruptcy account. In addition, the Company's research showed that Complainant did *not*, as she asserted in her May 5, 2017 call, call to terminate her Fulton post-bankruptcy account at the time she filed for bankruptcy on May 9, 2016 or when she called the Company on May 18, 2016 to ask for a new account number for Fulton, but rather had called to terminate that account on August 17, 2016, more than three months after she filed for bankruptcy. The Company determined that

Complainant was responsible for the ** _____ ** balance that had been transferred from her Fulton post-bankruptcy account to her Spencer account, and the amount again became subject to collection activities.

- w. On September 5, 2017, the Company received a payment of ** _____ ** from Complainant. The Company did not receive any additional payments from Complainant toward her bill that was due on September 6, 2017. Complainant's failure to pay the bill in full by the due date caused her payment agreement to default, and caused the remaining two payments on the agreement totaling ** _____ ** to become immediately due and payable.
- x. On September 11, 2017, the Company issued a disconnection notice to Complainant, advising that unless her ** _____ ** delinquent Spencer account balance (the ** _____ ** due by September 6, 2017, less the ** _____ ** payment received on September 5, 2017) was paid on or before September 21, 2017, her service would be disconnected for nonpayment.
- y. On September 13, 2017, the Company issued a bill to Complainant in the amount of ** _____ **, due October 5, 2017. This included current charges of ** _____ ** for service to Spencer for the period August 13, 2017 through September 12, 2017, the ** _____ ** prior account balance, the ** _____ ** immediately due and payable as a result of the defaulted payment agreement, and late pay charges of ** _____ **.
- z. On September 15, 2017, Complainant filed this Complaint.
- aa. On September 18, 2017, the Commission entered its Order to Cease Disconnection or Restore Service. Upon receipt of that order, the Company suspended Complainant's full past-due balance from collection.
- bb. On September 21, 2017, the Company received a check for ** _____ **, which appeared to be in payment of the ** _____ ** charges for services to Spencer for August 13, 2017 through September 12, 2017, plus the late pay charges of ** _____ **. On September 26, 2017, the check was returned for insufficient funds.
- cc. On October 2, 2017, Complainant called the Company and asked to be set up on budget billing.

- dd. On October 3, 2017, the Company received a check for ** _____ **, which was returned on October 6, 2017, due to insufficient funds.
- ee. On October 10, 2017, the Company received a payment of ** _____ ** from Complainant.
- ff. On October 13, 2017, the Company issued a bill to Complainant in the amount of ** _____ **, due November 3, 2017. This included a budget bill amount of ** _____ ** for service to Spencer for the period September 12, 2017 through October 11, 2017, a prior account balance of ** _____ ** (** _____ ** less the ** _____ ** payment), and a ** _____ ** returned check insufficient funds charge.

Affirmative Defenses

12. Complainant has asked the Commission to stop the threat of disconnection of her service at Spencer, because Complainant alleges she does not owe the ** _____ ** outstanding balance for her Fulton post-bankruptcy account that was transferred to her Spencer account. “In accepting service provided by Company, a customer agrees to comply with all applicable rules and regulations contained herein and any subsequent revisions or additions to such rules which are approved by the Commission.” Union Electric Company Electric Service Tariff Sheet No. 96, General Rules and Regulations, I. General Provisions, A. Authorization and Compliance. As a customer of the Company, Complainant was obliged under the Company’s tariffs for electric utility service to, “[b]e responsible for payment of all electric service used on customer's premises and for all requirements of the provisions of the Service Classification under which the electric service is provided, *until such time as customer notifies Company to terminate service.*” Union Electric Company Electric Service Tariff Sheet No. 103, General Rules and Regulations, I. General Provisions, G. Customer Obligations, 7. As explained in detail above, Complainant is responsible for the ** _____ ** because it is attributable to the amount the Company charged her for service to Fulton during the period beginning May 10, 2016, the day after she filed for bankruptcy and was assigned a new account number at her request, and ended on August 17, 2016, the date that she called the Company and asked for service to be taken out of her name.

13. Complainant failed to pay the bill for the residential electric service provided to her at Fulton under the post-bankruptcy account and the Company acted properly, under its tariffs and the Commission’s rules, in transferring the ** _____ ** outstanding balance for that

service to Complainant's account for residential electric service at Spencer. In particular, the Company's tariffs provide, "[t]he Company shall not be required to commence supplying service to a customer, or if commenced the Company may disconnect such service, if at the time of application such customer...is indebted to the Company for the same class of service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made." Union Electric Company Electric Service Tariff Sheet No. 101, General Rules and Regulations, I. General Provisions, C.

Application for Service. The Company arranged for payment of Complainant's outstanding Fulton post-bankruptcy account balance for residential electric utility service by transferring that balance to Complainant's new account for residential electric utility service at Spencer. The Commission's rules also expressly provide for the Company to transfer the outstanding balance. "[A] utility may transfer and bill any unpaid balance to any other residential service account of the customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule[.]" 4 CSR 240-13.050(2)(B).

14. The Company did not violate any statute, rule, order or tariff in issuing the July 12, 2017 disconnection notice or the September 11, 2017 disconnection notice to Complainant or by advising Complainant by such notices that her service may be discontinued for nonpayment. The Company may discontinue service to a customer, upon proper notice, for: "[n]onpayment of an undisputed delinquent charge[.]" 4 CSR 240-13.050(1)(A). A utility may not discontinue residential service pursuant to section (1) of 4 CSR 240-13.050 "unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance...[or in the] alternative, a utility may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance." 4 CSR 240-13.050(5). At no time while Complainant's post-bankruptcy Fulton account was active did Complainant give the Company written, personal or telephonic notice that all or part of the outstanding Fulton post-bankruptcy account balance was in dispute, as required by 4 CSR 240-13.045(1) to place the amount "in dispute." Nor did Complainant give any such notice regarding any portion of her Spencer account balance prior to the Company's July 12, 2017 disconnection notice. Therefore, the amount for which the Company advised Complainant in the July 12, 2017 notice that her service might be disconnected for nonpayment was not "in dispute" and the Company was authorized to discontinue service upon issuance of the July 12, 2017 notice.

15. When Complainant called on July 18, 2017, she challenged her transferred balance and effectively placed the **_____** in dispute. While she questioned the amounts billed for her current service, and denied having received regular bills, she did not dispute those amounts. As a result, the Company properly suspended the **_____** from collections for a period, to effectuate Complainant's right to continuance of service while the parties made efforts to resolve the dispute, as provided by 4 CSR 240-13.045(3). The Company gave Complainant 30 days to provide proof of her claim that someone else had taken service in her name at Fulton—far in excess of the five days required by the aforementioned rule. Complainant, on the other hand, did not “participate with the utility in efforts to resolve” the dispute, as required by the rule, in that Complainant did not ever return a completed fraud packet to the Company. Her failure to participate constituted a waiver of her right to continuance of service. *Id.* In addition, Complainant did not pay any portion of the amount in dispute, as required by 4 CSR 240-13.045(5) or (6), and as a result, waived her right to continuance of service and gave the Company the right to proceed with disconnection. *Id.* at (7).

16. The Company again suspended any discontinuance when Complainant filed her informal complaint on August 18, 2017. The informal complaint was closed by Commission Consumer Services Staff on August 23, 2017. As a result, on September 12, 2017, when the second disconnection notice was sent to Complainant, it was not improper to send the disconnection notice because there was no “complaint before the commission” on that date that would have precluded issuance of a disconnection notice. 4 CSR 240-13.050(6).

17. Upon the Commission's Order to Cease Disconnection or Restore Service, issued the same date as the Commission's Notice of Small Formal Complaint, September 18, 2017, the Company suspended Complainant's entire past due balance, in compliance with the Commission's order that “Ameren Missouri [] cease any disconnection of Ms. Middleton's service pending the Commission's decision on the merits of Ms. Middleton's complaint.”

18. While the Company will continue to comply with the Commission's order precluding disconnection, the Company respectfully notes that the order appears to also preclude a disconnection (and possibly the issuance of a notice of disconnection) for a failure by Complainant to pay amounts that will become due for service the Company will provide during the pendency of the Complaint. In contrast, 4 CSR 240-13.070(7) provides that, “[f]ailure of the customer to pay the amount of a bill *which is not in dispute*, as determined pursuant to sections 4

CSR 240-13.045(5) or (6) of these rules, *shall be grounds for discontinuance of service* and dismissal of a formal or informal complaint.” (emphasis added). In addition, certain energy assistance funding that Complainant may wish to apply for and might otherwise be eligible to receive, and which might help her pay a substantial portion of her bill, may not be available to her if the Company is precluded from issuing disconnection notices to her for a failure to pay the amount of her bill not in dispute. For example, an applicant’s receipt of a disconnection notice indicating a specific disconnection date is a precondition of receiving federally-funded energy crisis intervention program (ECIP) assistance.

19. The following attorneys should be served with all pleadings in this case:

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WHEREFORE, Ameren Missouri respectfully requests that the Commission set the matter for hearing.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on all of the following parties via electronic mail (e-mail), and also served on Complainant via U.S. Mail, on this 18th day of October, 2017.

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