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Witness: Sarah Fontaine
Sponsoring Party: MoPSC Staff
Type of Exhibit: Direct Testimony
Case No.: ER-2024-0319
Date Testimony Prepared: December 3, 2024

MISSOURI PUBLIC SERVICE COMMISSION
FINANCIAL AND BUSINESS ANALYSIS DIVISION
CUSTOMER EXPERIENCE DEPARTMENT

DIRECT TESTIMONY

OF

SARAH FONTAINE

**UNION ELECTRIC COMPANY,
d/b/a Ameren Missouri**

CASE NO. ER-2024-0319

Jefferson City, Missouri
December 2024

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SARAH FONTAINE
UNION ELECTRIC COMPANY,
d/b/a Ameren Missouri
CASE NO. ER-2024-0319**

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1 **DIRECT TESTIMONY**

2 **OF**

3 **SARAH FONTAINE**

4 **UNION ELECTRIC COMPANY,**
5 **d/b/a Ameren Missouri**

6 **CASE NO. ER-2024-0319**

7 Q. Please state your name and business address.

8 A. My name is Sarah Fontaine. My business address is 200 Madison Street,
9 Jefferson City, MO 65101.

10 Q. By whom are you employed and in what capacity?

11 A. I am employed by the Missouri Public Service Commission (“Commission”) as
12 a Senior Research/Data Analyst in the Customer Experience Department (“CXD”), Financial
13 and Business Analysis Division. My duties as a Senior Research/Data Analyst for the
14 Commission include, but are not limited to, tracking call center statistics for large regulated
15 utilities, researching and managing formal complaints, preparing and reviewing investigative
16 reports at the Commission, and participating in Commission Staff (“Staff”) recommendations.

17 Q. Please describe your educational background and work experience.

18 A. My education and work experience are attached as Schedule SF-d1.

19 Q. Have you previously filed testimony before the Commission?

20 A. Yes, also on Schedule SF-d1 is a list of cases in which I have testified or
21 provided a Report or Recommendation to the Commission.

22 **EXECUTIVE SUMMARY**

23 Q. What is the purpose of your direct testimony?

1 A. The purpose of my direct testimony is to update the Commission regarding
2 progress made on customer service related items addressed in the Stipulation and Agreement
3 from Ameren Missouri’s most recent rate case, Case No. ER-2022-0337.

4 **ER-2022-0337 STIPULATION AND AGREEMENT**

5 Q. What agreements did Ameren Missouri make with CXD Staff as a result of the
6 Stipulation and Agreement in its most recent rate case, ER-2022-0337?

7 A. The following CXD related items were agreed to in that case:

8 27. Ameren Missouri will submit tariff revision, along with its other
9 compliance tariffs, regarding postcards to be sent to customers who do
10 not have an AMI meter and have received more than three consecutive
11 estimated bills so that the customer may provide meter readings to the
12 company. Company agrees to send a letter via first class mail to all
13 customers who have received more than three consecutive
14 estimated bills.

15 28. The Company agrees to meet with Staff and OPC on a quarterly
16 basis to discuss customer service, billing and outreach updates.

17 29. The Company agrees to provide monthly reporting on the following:
18 total number of customers with estimated bills for the month, and total
19 customers with more than three consecutive estimated bills for the month
20 and number of customers with “no bills”, i.e., customers not billed within
21 30 days of the close of their billing period.

22 30. The Company agrees that paperless billing enrollment shall be opt-in
23 as opposed to opt-out. The Company will no longer pre-check the
24 customer enrollment box

25 Q. Has Ameren Missouri followed through with the agreement in the above
26 referenced paragraph 27?¹

27 A. Yes. The tariff revision was completed as agreed, effective July 9, 2023.² Staff
28 verified that there have been 104 instances in the past year in which Ameren has sent postcards

¹ Case No. ER-2022-0337, Stipulation and Agreement, pp. 10-11.

² MO.P.S.C. SCHEDULE NO. 6 2nd Revised SHEET NO. 131.1.

1 to customers with Automated Meter Reading (“AMR”) meters. These were sent specifically to
2 customers who have had more than three consecutive estimated bills and it allows the customer
3 to provide meter readings to the company via these postcards.³ Staff also verified that a letter
4 is sent to any customer who has received more than three consecutive estimated bills. A sample
5 copy of this letter is attached as SF-d2.⁴

6 Q. Has Ameren Missouri followed through with the agreement in the above
7 referenced paragraph 28?⁵

8 A. Yes. Ameren Missouri, Staff and the Public Counsel (“OPC”) continue to meet
9 on a quarterly basis to discuss customer service, billing and outreach updates.

10 Q. Why did the parties agree to hold these meetings?

11 A. The agreement to hold these meetings came about due to Staff’s concerns in the
12 previous rate case regarding increased estimations, customers not receiving billing statements,
13 incorrect calculations of re-bills, missed appointments of field service personnel, meter
14 change-outs that were not recorded properly in the system, and Ameren Missouri customer
15 service representatives who were unable to provide explanations to customers. Ameren
16 Missouri attributed these issues to the complexity of interval data associated with time-of-use
17 (“TOU”) rate integration and deployment of advanced metering infrastructure (“AMI”)
18 technology, including the increase in data being supplied along with the storage needs for that
19 data, as causing a few of the issues. At times, a backlog caused mistakes resulting in increased
20 consecutive estimates and missed bills. In some instances, a meter reader would exchange a
21 meter and record the wrong data for the meter or a meter would be replaced but the service

³ Ameren Missouri response to Staff Data Request 0553.

⁴ Ameren Missouri response to Staff Data Request 0552.

⁵ Case No. ER-2022-0337, Stipulation and Agreement, pp. 10-11.

1 order was not canceled. A combination of errors such as these led to the increased Commission
2 complaints and billing errors.

3 Q. Does Staff believe that Ameren Missouri has since addressed these issues and
4 kept Staff informed of updates in these areas through holding the quarterly meetings?

5 A. Yes. While there will always be occasions when billing errors occur,
6 or technology does not perform as expected due to a myriad of reasons, Ameren Missouri
7 improved in the areas of concern and has kept Staff up to date regarding any issues in
8 these areas.

9 Q. Since improvements have been made in the areas of concern, does Staff believe
10 that quarterly meetings should continue?

11 A. Yes. Staff recommends the continuation of quarterly meetings as it provides a
12 scheduled opportunity for Ameren Missouri to bring forward any information that it deems
13 pertinent and for Staff to bring forward any concerns or trends that it should wish to discuss
14 with Ameren Missouri. This ensures open communication and timely response to issues and is
15 beneficial to all stakeholders involved.

16 Q. Has Ameren Missouri followed through with the agreement in the above
17 referenced paragraph 29?⁶

18 A. Yes. Ameren Missouri has provided CXD Staff with monthly reports
19 documenting the total number of customers with estimated bills for the month, and total
20 customers with more than three consecutive estimated bills for the month and number of
21 customers with “no bills”, i.e., customers not billed within 30 days of the close of their
22 billing period.

⁶ Case No. ER-2022-0337, Stipulation and Agreement filed April 7, 2023.

Direct Testimony of
Sarah Fontaine

1 Q. Has Staff reviewed the data to ensure that its concerns with the number of
2 estimated bills, customers with more than three consecutive estimated bills and customers
3 receiving no bill have continued to improve?

4 A. Yes. Staff monitors these numbers on a monthly basis and uses this information
5 to identify any concerning trends. The number of estimated bills held at a reasonable and steady
6 number since the completion of the previous rate case until August 2024. There was a large
7 increase in the number of estimated bills at that time; however, Ameren Missouri shared this
8 information with Staff promptly and explained that it was due to a subset of meters that were
9 not loading intervals into the system command center. During its October 1, 2024, quarterly
10 meeting with Staff and OPC, Ameren Missouri representatives stated that the issue had been
11 resolved and Staff should see estimation numbers come back to normal in October. Staff
12 verified that, while October estimated bill numbers are still higher than average, the number
13 had decreased by around 75% from September 2024 numbers. Staff will continue to monitor
14 this in the coming months. Staff notes that the number of customers receiving more than three
15 consecutive estimated bills has continued to decline and has stayed reasonable, as has the
16 number of customers not receiving a bill (no-bill customers). A “no-bill” customer is a
17 customer who fails to receive a bill from Ameren Missouri within 30 days of the close of their
18 billing period. No-bill numbers have stayed at zero with the exception of March 2024 when
19 there was one.

20 Q. Does Staff recommend that Ameren Missouri continue to share this data with
21 Staff on a monthly basis?

22 A. Yes. As can be noted from the recent increase in estimated bills this past August,
23 billing issues can occur at any time. By providing this information regularly to Staff, it allows

1 Staff to stay informed of issues impacting customers and identify any trends to be
2 communicated with the company.

3 Q. Has Ameren Missouri followed through with the agreement in the above
4 referenced paragraph 30?⁷

5 A. Yes. Ameren Missouri agreed that paperless billing enrollment was to be opt-in
6 as opposed to opt-out. Staff verified that Ameren Missouri no longer pre-checks the customer
7 enrollment box.

8 **RECOMMENDATIONS**

9 Q. Does Staff have recommendations in this case?

10 A. Yes. Staff has two recommendations:

11 1. Ameren Missouri should continue meeting with Staff on a
12 quarterly basis to discuss customer service, billing and outreach updates.

13 2. Ameren Missouri should continue to provide monthly reporting
14 to Staff on the following: total number of customers with estimated bills
15 for the month, the total customers with more than three consecutive
16 estimated bills for the month, and the number of no-bill customers for
17 the month.

18 Q. Does this conclude your direct testimony?

19 A. Yes, it does.

⁷ Case No. ER-2022-0337, Stipulation and Agreement, pp.10-11.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of Union Electric Company)
d/b/a Ameren Missouri's Tariffs to Adjust)
Its Revenues for Electric Service) Case No. ER-2024-0319

AFFIDAVIT OF SARAH FONTAINE

STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

COMES NOW SARAH FONTAINE and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Direct Testimony of Sarah Fontaine*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.



SARAH FONTAINE

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 22nd day of November 2024.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: April 04, 2025
Commission Number: 12412070



Notary Public

Sarah Fontaine

Educational and Employment Background and Credentials

I am currently employed as a Senior Research/Data Analyst for the Missouri Public Service Commission (“Commission”). I previously worked for the Commission from 2004-2008 in the General Counsel’s Office. I earned a Bachelor of Science degree in Human Services with a minor in Education from Columbia College in May 2013.

Prior to my current position at the Commission, I worked for the State of Missouri at the Secretary of State’s Office and with the Department of Revenue. I have also worked in regulatory affairs for a natural gas company and in the real estate field.

The following is a list of cases before the Commission in which I have provided Testimony, Staff Recommendation or Staff Report:

cont'd Sarah Fontaine

Case Number	Company Name/Type of Case	Contribution
AW-2020-0356	Working Case to Consider Best Practices for Recovery of Past-Due Utility Customer Payments After the Covid-19 Pandemic Emergency	Staff Report
AO-2021-0264	Cause of the February 2021 Cold Weather Event and its Impact on Investor Owned Utilities	Staff Report
GR-2021-0108	In the Matter of Spire Missouri Inc.'s d/b/a Spire Request for Authority to Implement a General Rate Increase for Natural Gas Service Provided in the Company's Missouri Service Areas	Direct Testimony
WC-2021-0075	Louis DeFeo v. Missouri-American Water Company – Formal Complaint	Staff Report
WC-2021-0251	William B. Rilenge v. Missouri-American Water Company – Formal Complaint	Staff Report
WA-2023-0071	In the Matter of Missouri-American Water Company's Application for a Certificate of Convenience and Necessity Authorizing it to Install, Own, Acquire, Construct, Operate, Control, Manage and Maintain a Water System and Sewer System in and around the City of Smithton, Missouri	Staff Report
WA-2023-0092	In the Matter of the Application of Confluence Rivers Utility Operating Company, Inc., for Certificates of Convenience and Necessity to Provide Water and Sewer Service in an Area of St. Charles County, Missouri (Stone Ridge Meadows)	Staff Report
WC-2023-0106	Charles Harter, Complainant v. Missouri-American Water Company, Respondent	Staff Report

cont'd Sarah Fontaine

Case Number	Company Name/Type of Case	Contribution
WM-2023-0065	In the Matter of the Joint Application of 188 North Summit, LLC, and Seges Utility Company, LLC For Authority to Sell the Water System and Wastewater System Assets of Seges Mobile Home Park, LLC, to Seges Utility Company, LLC, and For a Certificate of Convenience and Necessity To Provide Water and Sewer Services	Staff Report
ER-2022-0337	In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Adjust Its Revenues for Electric Service	Direct Testimony Surrebuttal Testimony
EC-2023-0395	Brett Felber, Complainant v. Union Electric Company d/b/a Ameren Missouri, Respondent	Staff Report
WA-2023-0345	In the Matter of Missouri-American Water Company for a Certificate of Convenience and Necessity Authorizing it to Install, Own, Acquire, Construct, Operate, Control, Manage and Maintain a Water System and Sewer System in and around the City of Wood Heights, Missouri	Staff Recommendation
WA-2023-0284	In the Matter of the Application of Confluence Rivers Utility Operating Company, Inc., for Certificates of Convenience and Necessity to Provide Water and Sewer Service in an Area of Johnson County, Missouri	Staff Recommendation
WA-2023-0071	In the Matter of Missouri-American Water Company's Application for a Certificate of Convenience and Necessity Authorizing it to Install, Own, Acquire, Construct, Operate, Control, Manage and Maintain a Water System and Sewer System in and around the City of Smithton, Missouri	Staff Recommendation

cont'd Sarah Fontaine

Case Number	Company Name/Type of Case	Contribution
EC-2024-0092	The Staff of the Missouri Public Service Commission vs. Evergy Metro, Inc d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc d/b/a Evergy Missouri West	Direct Testimony Surrebuttal Testimony
EC-2024-0111	Dranel Clark and Aquilla Canada, Complainants v. Union Electric Company d/b/a Ameren Missouri, Respondent	Staff Report
EC-2024-0313	Merlon Jonee Ragland, Complainant, v. Evergy Metro, Inc. d/b/a Evergy Missouri Metro, Respondent	Staff Report
ER-2024-0319	In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Adjust Its Revenues for Electric Service	Direct Testimony
GR-2024-0106	In the Matter of the Request of Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty to Implement a General Rate Increase for Natural Gas Service in the Missouri Service Areas of the Company	Case Coordination
GC-2024-0314	Merlon Jonee Ragland, Complainant, v. Spire Missouri Inc. d/b/a Spire, Respondent	Staff Report
EC-2025-0007	Kevin Kojeski, Complainant v. Evergy Missouri West, Inc. d/b/a Evergy Missouri West, Respondent	Staff Report



October 21, 2024

Customer Name
Address

*****TEST*****
12.7

ESTIMATED BILLING NOTIFICATION

Service Address

Account Number
Meter Number

Dear Customer,

We have been unable to read your meter located at 8658 SPOON DR SAINT LOUIS MO 63132. This could be due to lack of access to your meter or another issue. When this occurs, Ameren Missouri estimates your energy statement based on your past usage. As a result, your previous energy statement(s) may have been based on your estimated usage and may not reflect your actual usage.

To determine if your energy statement is estimated or actual, reference *Reading Type*, which is included in the usage information section on your energy statement.

You will be sent an adjusted energy statement based on your actual usage once the issue has been resolved. If your adjusted energy statement results in an additional amount owed based on your actual usage, you have the option to pay that additional amount over a period of at least double the timeframe covered by the adjusted energy statement. For example, if your statement was estimated for three months, you have six months to pay that balance.

To take advantage of this extended payment period, you'll need to call Customer Service at 1.800.552.7583, 7 a.m. to 7 p.m., Monday through Friday. For customers using Relay, dial 711. Call volume is often higher on Mondays. For Auto Pay customers, your payment will process on the due date listed on your energy statement unless you contact us before that date.

We apologize for any inconvenience and are here to assist you to ensure your satisfaction.

Sincerely,

Ameren Missouri Customer Service

Ameren Missouri
PO Box 790098
Saint Louis MO 63179-0098

From: [Ameren](#)
To:
Subject: [EXTERNAL] SAMPLE PROD: Payment Required to Activate Payment Agreement
Date:

EXTERNAL SENDER STOP.THINK.QUESTION.

Verify unexpected requests before opening links or attachments.

PhishAlarm

If any aspect of this email seems suspicious, click the Report Suspicious button.

[Report Suspicious](#)



[Log In to Your Account](#)

Your payment agreement is pending initial payment

A payment agreement is pending for your Ameren Missouri account ending in #acctNum#.#PAGDueBySentence#.

#PAGTerms# #PAGFirstParagraph#

Once the agreement is activated, the monthly installment amount will be included in your total amount due each month. A confirmation letter will be mailed to you for your records.

Please note, late, partial or missed payments will result in cancellation of the agreement, at which time the entire remaining balance of your agreement will become due immediately.

If you have any questions, or feel that you have received this email in error, [contact us](#).

Thank you,

Ameren Missouri Customer Care

[Manage your communication preferences](#)

This email was sent to: #PrimaryEmailAddress# for the account number ending in #acctNum#. Please do not reply to this message.

Ameren will never contact you by email asking you to validate your personal information such as your UserID, password or account numbers. If you receive such a request please [contact us](#).

© #CurrentYear# Ameren Missouri, 1901 Chouteau Avenue, St. Louis, MO 63103
E3005



July 21, 2023

JANE DOE
1234 MAIN STREET
FLORISSANT MO 63034

TEST
12.7

PAYMENT AGREEMENT DETAILS

Service Address 1234 MAIN STREET
FLORISSANT MO 63034

Account Number 01234-56789

Dear Customer,

This letter confirms the terms of the **Deferred Payment Agreement** you established with Ameren Missouri. The monthly installment will be included on your bill each month.

Terms of Payment Agreement

Beginning Balance	\$485.84
Down Payment	\$0.00
Remaining Balance	\$485.84
Monthly Installment Amount	\$81.00
Number of Installments	6

- Late, partial or missed payments will result in cancellation of the Agreement, at which time the entire remaining balance of your Agreement will become due immediately.
- Failure to meet the terms of this Agreement may result in disconnection for nonpayment.
- Deposit charges are not included in Payment Agreements and must be paid in full on or before the due date listed on your monthly bill.

We appreciate your cooperation in making these payments to satisfy your remaining account balance. If you have any questions, please visit AmerenMissouri.com or call Customer Service at 1.877.206.1234 between 7 a.m. to 7 p.m., Monday through Friday.

Sincerely,

Ameren Missouri Customer Care

Ameren Missouri
PO Box 790098
Saint Louis MO 63179-0098