

*Exhibit No.:*

*Issue(s):* *Responsive Actions to  
EC-2023-0395  
Property Management  
Portal*

*Witness:* *Sarah Fontaine*

*Sponsoring Party:* *MoPSC Staff*

*Type of Exhibit:* *Rebuttal Testimony*

*Case No.:* *ER-2024-0319*

*Date Testimony Prepared:* *January 17, 2025*

# **MISSOURI PUBLIC SERVICE COMMISSION**

## **FINANCIAL AND BUSINESS ANALYSIS DIVISION**

### **CUSTOMER EXPERIENCE DEPARTMENT**

#### **REBUTTAL TESTIMONY**

**OF**

**SARAH FONTAINE**

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

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

*Jefferson City, Missouri  
January 2025*

**\*\* Denotes Confidential Information \*\***



1 agreement notice language. Was Ameren required to provide this information to  
2 the Commission?

3 A. Yes. In the Report and Order in Case No. EC-2023-0395,<sup>1</sup> Ameren Missouri  
4 was directed to provide information regarding its efforts to review its disconnection, pending  
5 payment agreement, and payment agreement notice language. Specifically, the Order<sup>2</sup> states:

6 Ameren Missouri is directed to review its disconnection, pending  
7 payment agreement, and payment agreement notice language. Ameren  
8 Missouri is further directed to examine its notice procedures to make sure  
9 that it is following the terms contained in the stipulation and agreement  
10 approved in File No. EE-2019-0382. Ameren Missouri shall make sure  
11 that it sends the required notices at the required time, and not merely  
12 approximate. Ameren Missouri shall explain the results of its review and  
13 any actions taken to clarify its procedures to Staff during its next general  
14 rate case proceeding.

15 Q. Does Staff believe that Ameren Missouri's efforts as documented by  
16 Mr. Harding and as relayed to Staff are sufficient and lead to improvements in the areas of  
17 disconnection, pending payment agreement, and payment agreement notice language?

18 A. Yes. Staff has reviewed Ameren Missouri's updated versions of the pending  
19 payment agreement emails and the payment agreement letter. Staff concludes that the new  
20 language is more clear as to the "pending" nature of the payment agreement email and that the  
21 letter sent to customers appears to be clear as to the terms of agreement, including agreement  
22 amounts, timeframe and expectations in order for the agreement to be fully executed  
23 and continued.

24 Q. Does Staff agree that it appears Ameren Missouri has completed a thorough  
25 review of its processes for disconnection notice?

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<sup>1</sup>EC-2023-0395 Report and Order filed November 29, 2023.

<sup>2</sup> Case No. EC-2023-0395, Report and Order, p. 46.

1           A.     Yes. It does appear that the review has occurred and that improvements were  
2 made. Specifically, Staff believes that the replacement of verbiage and the addition of clarifying  
3 language on the email sent to customers who have a pending payment agreement<sup>3</sup> combined  
4 with the written notification mailed out upon activation of the agreement, make the status of  
5 agreement and terms of the agreement clear to the customer. Staff also believes that  
6 Ameren Missouri's efforts to make additional notifications to Medical Equipment Registry  
7 ("MER") customers and having designated advocacy staff members handle each disconnection  
8 case for these customers, will ensure disconnection notifications are followed as required. Staff  
9 will continue to monitor these adjustments and will ensure verification of these adjustments  
10 should the need arise in formal complaint cases moving forward.

11 **PROPERTY MANAGEMENT PORTAL**

12           Q.     What is Ameren Missouri's Property Management Portal?

13           A.     According to Ameren Missouri's website, its Property Management Portal  
14 allows for property managers, landlords, property owners, and realtors to:

- 15           • schedule electric and natural gas turn-on/off dates to coincide with lease dates;
- 16           • receive emails when turn-on orders are issued or voided, when a shut-off for  
17           nonpayment order is issued and when the name is changed on an account;
- 18           • view and download (usage) reports;
- 19           • turn on service to a property in landlord's name;
- 20           • pre-screen a potential tenant for service eligibility; and,
- 21           • issue turn-on and turn-off orders for a tenant.

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<sup>3</sup> A payment agreement that has not yet been activated due to the necessity of down payment.

1 Q. Does Staff share some of the same concerns regarding Ameren Missouri's  
2 Property Management Portal as discussed in OPC witness Dr. Geoff Marke's direct testimony  
3 in this case?

4 A. Yes. Staff is also concerned with the \*\* [REDACTED] \*\*<sup>4</sup> around the use  
5 of the Portal and the lack of verifications currently in place by Ameren Missouri.

6 Q. What steps did Staff take to gather more information regarding the portal?

7 A. Staff submitted data requests to Ameren Missouri to gain greater insight into its  
8 processes and procedures related to the use of the portal.

9 Q. What information did Staff request from Ameren Missouri regarding the Portal?

10 A. Staff requested information on Ameren Missouri's identification and  
11 verification procedures in place in order to ensure that it is aware of who is signing up for the  
12 portal and what steps it takes to verify that said person is the owner of the property or has a  
13 property management agreement in place with the owner of the property. Staff also requested  
14 information about Ameren Missouri's Lease Addendum that it provides to property managers.  
15 Specifically, Staff asked whether Ameren Missouri itself verifies that the tenant has signed this  
16 agreement and if Ameren Missouri retains a copy of this agreement.

17 Q. How did Ameren Missouri respond to Staff's requests?

18 A. Ameren Missouri responded that it requires users to agree to terms and  
19 conditions when signing up for the portal. The Terms and Conditions are attached as  
20 Schedule SF-r1. The terms and conditions "include an agreement that the property manager  
21 will provide the customer/tenant with a signed copy of the Utility Addendum to Lease".<sup>5</sup>

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<sup>4</sup> Case No. ER-2024-0319 Direct Testimony of Geoff Marke filed December 3, 2024, p. 16.

<sup>5</sup> Ameren Missouri response to Staff Data Request 0687.

Rebuttal Testimony of  
Sarah Fontaine

1 The Utility Addendum to Lease document is attached as Schedule SF-r2. Ameren Missouri  
2 does not currently collect or store the addendum, as this type of storage does not exist within  
3 its current system.<sup>6</sup>

4 Ameren Missouri's response to Staff DR 0686, regarding verification of ownership or  
5 property management agreement for properties, states, "there is not currently validation with  
6 local assessor's offices as to whether a portal user owns the properties that they enroll, but by  
7 agreeing to the Ameren Property Management Portal Terms & Conditions, portal users are  
8 confirming such."

9 Q. Does Staff have concerns with the current practices and procedures related to  
10 the Portal?

11 A. Yes. Staff is concerned with the lack of oversight and verification regarding  
12 who is gaining access to property account information and whether tenants/customers have  
13 given permission for the sharing of specific account information.

14 Q. Is Staff aware of any changes that Ameren Missouri plans to make to the Portal  
15 in response to these concerns?

16 A. To a degree. In Ameren Missouri's responses to Staff data requests, it states that  
17 it "has plans to execute a Property Management Portal Modernization capital project in 2025,  
18 which will be in service by 12/31/25. This modernization project will strengthen security  
19 posture by implementing a role-based authorization flow that will require an Ameren  
20 administrator to approve (and/or reject) all portal end users. Once the project commences, we  
21 plan to ensure that appropriate authentication, authorization and audit flows/mechanisms are in

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<sup>6</sup> Ameren Missouri response to Staff Data Request 0687.

Rebuttal Testimony of  
Sarah Fontaine

1 place to ensure safety, privacy and security of our customers.”<sup>7</sup> Ameren Missouri also states  
2 that it is looking into options for the maintenance of records including the Tenant  
3 Lease Addendum.<sup>8</sup>

4 Q. Is Staff satisfied with Ameren Missouri’s proposal(s)?

5 A. That is to be determined. Staff will need additional details about the  
6 modernization project in which it intends to request via follow up data requests to Ameren  
7 Missouri. At this time, Staff recommends that Ameren Missouri allow for feedback and keep  
8 Staff regularly apprised of progress on this project at a minimum during its quarterly meetings  
9 with Staff.

10 Q. Does this conclude your rebuttal testimony?

11 A. Yes, it does.

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<sup>7</sup> Ameren Missouri response to Staff Data Request 0685.

<sup>8</sup> Ameren Missouri response to Staff Data Request 0687.

**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 *Rebuttal 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*  
**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 15<sup>th</sup> day of January 2025.

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

*D. Suzie Mankin*  
Notary Public



## Ameren Corporation Property Management Portal Terms and Conditions

This Agreement is entered into between a current or prospective user (the "Property Owner/Manager") of the Property Management Portal (the "Portal") and Ameren Corporation, including its subsidiaries (hereinafter referred to as "Company" and collectively referred to with the Property Owner/Manager as "Parties").

**WHEREAS**, the Property Owner/Manager, a participant in Ameren Corporations' Property Management Program (the "program") desires, pursuant to the terms of this Agreement, to have limited access to the Portal to obtain limited customer account information, including certain available electric and/or natural gas usage information of current or prospective tenants. Access to any of this information by Property Owner/Manager is pursuant to, and conditioned upon, each such tenant executing a Utility Addendum to Lease, which shall be made available to Property Owner/Manager by Ameren Corporation;

**And WHEREAS**, the Company desires to facilitate services for both Property Owner/Manager and customers/tenants;

**NOW, THEREFORE**, the Parties, having the authority and capacity to execute this Agreement, agree as follows:

1. **Purpose and Scope.** (A) The purpose and scope of this Agreement is to improve upon and expedite the process of starting utility service for the Property Owner/Manager's tenants, to aid Property Owner/Manager in retaining service between tenants and to enable Property Owner/Manager to provide utility service estimates for prospective tenants or purchasers; (B) By consenting to this Agreement, Property Owner/Manager is certifying that the nature of his/her/its business is leasing property to tenants as a Property Owner/Manager; (C) Property Owner/Manager further certifies by consenting to this Agreement that Property Owner/Manager will not endeavor to obtain any Company-held information as to customers of electric service without first having obtained the written authorization from the customer. Execution by tenant of a Utility Addendum to Lease shall satisfy this requirement; (D) Property Owner/Manager agrees to maintain copies of all written authorizations during the period Property Owner/Manager may obtain customer information (generally the lease term) and for a period of three (3) years thereafter.
2. **Customer/Tenant Eligibility.** Property Owner/Manager shall be responsible for retrieving any available customer information pursuant to Company's procedures, and shall in good faith approve the eligibility of each customer/tenant to start utility service with the Company based upon the Company's guidelines for eligibility.
3. **Internet Access.** Property Owner/Manager shall be responsible for entering the required customer/tenant information in the Portal for the customer/tenant to start and/or stop utility service with the Company. Company reserves the right to terminate Property Owner/Manager's access to any information made available under this Agreement if Company discovers, and in its sole judgment determines, that Property Owner/Manager has failed to comply with the terms of this Agreement, has provided inaccurate or misleading information, has violated any applicable law, regulation or utility tariff provision, or has failed to comply with the Company's security or confidentiality procedures. Company shall not be held responsible for violations of the law or this Agreement by Property Owner/Manager.
4. **Utility Addendum.** Property Owner/Manager agrees to provide customer/tenant with a copy of the signed Utility Addendum to Lease.
5. **Rejections.** The Company shall reserve the right to reject/refuse any customer/tenant for service in accordance with the Company's credit guidelines and any applicable statutes, rules or tariff provisions.
6. **Notification of Rejects.** The Company shall notify the Property Owner/Manager if a customer/tenant is rejected for service or when a customer/tenant is confirmed as eligible for service. Notification for confirmation of service shall be provided to the Property Owner/Manager within the Portal if the customer/tenant is approved for service with the Company.
7. **No Property Rights.** This Agreement is not intended to convey any rights or license to Property Owner/Manager except as specifically set forth herein and Property Owner/Manager agrees to use the information obtained through the Portal and the related software solely for the purposes set forth in this Agreement. Company reserves to itself all rights and ownership in the software, name of the program, and other property and proprietary rights that are the subject of this Agreement.
8. **No Agency or Joint Venture.** By this Agreement neither party is intending to confer on the other any form of agency or other right to bind any other party in any manner, or to form any joint venture or other business or legal combination.
9. **Amendments.** From time to time the Parties may amend any of the terms and conditions contained in this Agreement by a written amendment either signed by both parties or consented to by both parties electronically.
10. **Termination.** Company or Property Owner/Manager may terminate this Agreement at any time, subject to the notice provisions provided above in the Program Agreement section. Any termination of this Agreement shall not affect any obligations of Company and Property Owner/Manager arising prior to such termination, and Sections 3, 7, 8, 9, 15, 17 and 18 shall survive termination of this Agreement.

11. **Entire Agreement.** This Agreement is the complete and exclusive statement of the Agreement between Company and Property Owner/Manager as to the matters set forth therein. In the event any inconsistency of terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Company is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, provided the benefit of the bargain is not lost in the sole discretion of either party. The Company shall incur no liability to Property Owner/Manager as a result of such inconsistency or amendment.

12. **Non-Assignment.** Neither party may assign this Agreement or any of the rights or duties hereunder to any person without the other party's prior written consent which shall not be unreasonably withheld. Notwithstanding the foregoing, the Company may assign this Agreement to an affiliated entity or successor to substantially all of its assets without the Property Manager/Owner's consent.

13. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

14. **No Third Party Benefit.** This Agreement is not for the benefit of any other person, and no other person shall have any right against Property Manager/Owner or Company hereunder.

15. **Electronic Consent.** By using the services governed by this Agreement or consenting to this Agreement electronically Property Manager/Owner agrees to be as bound by this Agreement as if Property Owner/Manager had executed this Agreement by affixing his/her signature.

16. **No Liability.** Company is not responsible for any damages, either actual or consequential, to Property Owner/Manager or any other entity due to any malfunction of the Company's electronic network or of any Internet interconnection.

17. **Titles.** The Section titles of this Agreement have been inserted for convenience only and are not intended to be used for interpreting the meaning of this Agreement.

18. **Governing Law.** This Agreement shall be governed by applicable state law without reference to conflict of law principles.

**UTILITY ADDENDUM TO LEASE**

**(To be retained by Property Owner for no less than three (3) years from date of agreement)**

Tenant, \_\_\_\_\_, having the legal authority and capacity to enter into this agreement, hereby acknowledges that they are aware the Property Owner, \_\_\_\_\_, may have entered into an agreement with a Property Manager to serve as the Property Owner's Agent for the purpose of taking certain actions and making certain decisions regarding the utility service provided to Tenant by Ameren Missouri. These actions or decisions taken by the Property Owner or Property Manager may affect the services provided by Ameren Missouri to Tenant, and the liability of Tenant to Ameren Missouri, as explained below.

Tenant hereby authorizes the Property Owner or Property Manager to make an application in Tenant's name to Ameren Missouri for gas and/or electric service to start on the first day of Tenant's lease term to end on the last day of Tenant's lease term.

Tenant hereby acknowledges that Tenant shall be responsible for paying Ameren Missouri for all utility charges applicable to Tenant during this term.

Tenant hereby acknowledges that Ameren Missouri may assess a deposit on Tenant's account based on information in Tenant's credit report as allowed under the rules, regulations, and conditions applicable to Ameren Missouri and pursuant to the terms and conditions of the utility tariffs on file with the Missouri Public Service Commission (PSC). In the event Tenant's account is assessed a deposit, Ameren Missouri will notify the Tenant in writing, as required by law, and will bill said deposit over a period of time, as required by the PSC and/or stated in Ameren Missouri' tariffs.

Tenant hereby acknowledges that Property Owner or Property Manager may obtain any and all of the electric and/or natural gas usage information associated with Tenant at this premises and may provide this information to future prospective residents, future prospective purchasers of the unit or property, and/or to other entities required by law to receive such information.

Tenant hereby acknowledges that Property Owner or Property Manager will be notified by Ameren Missouri if Tenant should become delinquent in paying one or more utility bills or charges. In the event Tenant's utility service is disconnected by Ameren Missouri for failure to pay, the Property Owner or Property manager will receive notification of the disconnect notice.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Property Manager/Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date