

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

Vivian Houston,)	
Complainant,)	
)	
vs.)	Case No: EC-2015-0213
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

**ANSWER
AND
MOTION TO DENY REQUEST FOR RELIEF**

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer and its Motion to Deny Request for Relief states as follows:

ANSWER

1. On March 5, 2015, Ms. Vivian Houston (Complainant), with a service address of 6829 Virginia Ave., First Floor, St. Louis, Missouri 63111 (the “subject property”), initiated this proceeding against Company.

2. Any allegation not specifically admitted herein by the Company should be considered denied.

3. In answer to paragraph 1 of the Complaint, Ameren Missouri admits that it is a public utility under the jurisdiction of the Missouri Public Service Commission, but states that the location of the Company’s principal offices and its mailing address are: 1901 Chouteau Ave., MC-1310, P.O. Box 66149, St. Louis, Missouri 63166-6149.

4. In answer to paragraph 2 of the Complaint, the Company admits that at 5:08 p.m. on January 15, 2015, Complainant called the Company to stop service. In further answer, the Company states that Complainant reported to a Company representative that pipes had busted on the second floor of 6829 Virginia, causing wires in the ceiling of the subject property (1st floor) to hang down, the ceiling to cave in a little bit, and two to three inches of water to come in the subject property. Complainant told the Company representative that prior to the leak, she was

aware that service was scheduled to be cut for nonpay on January 20, and if it had gotten shut off she was going to call the Company to work that out to have service turned back on the first (presumably of February). But because of the water leak, Complainant requested that electric utility service to the subject property be cut off immediately because the situation was dangerous and she didn't want to take any chances. Complainant stated that she needed to go there and move some stuff, had stuff plugged in walls and didn't want to be electrocuted, and that was why she called. The Company representative agreed to send someone out to shut off the service as soon as possible, and advised that a note would be left for her on the door, indicating that service had been turned off, but that Complainant could also call the Company to verify that service was off, before Complainant did anything. The Company is without information sufficient to admit or deny the remaining allegations of paragraph 2 and therefore denies the same.

5. In answer to paragraph 3 of the Complaint, the Company states as follows:
 - a. Ameren Missouri admits the allegation that it stopped service on January 15, 2015. In further answer, the Company states that the Company booted and plugged the electric meter at the subject property (temporarily disconnected electric utility service) due to the reported broken water line.
 - b. Ameren Missouri denies the allegation, "Unknown to Complainant on January 16, 2015 services was turned back on by owner Anita Hays, saying repairs had been made, and wanted to turn over services in her name[.]" In further answer Ameren Missouri admits that on January 16, 2015, Anita Hays called the Company and requested to transfer service to the subject property to her name. A Company representative advised her that service had been turned off because a water line had broken, and that it couldn't be turned back on until the Company was advised that it had been repaired (the representative mistakenly advised her that the water company had requested that service be turned off because of the leak). Ms. Hays advised that the water line had not yet been repaired, but people were currently at the subject property working on the water line, and asked whether the first floor service could be put in her name. The Company representative advised that there was an outstanding bill for the subject property that would have to be addressed before service could be transferred. The Company representative

did not give any specific information about the bill because Ms. Hays was not the account holder and did not have the account number. Ms. Hays told the representative she would talk to the account holder and they would work it out. Electric utility service to the subject property was not restored on January 16, 2015.

- c. Ameren Missouri denies as stated the allegation, “Ameren Missouri told her she could not because the account was in Vivian Houston’s name.” In further answer, Ameren Missouri states that a Company representative advised Ms. Hays that the Company would need to verify that Ms. Hays was a new tenant, in order to transfer service to Ms. Hays’ name, because of the billing concern. As stated above, Ms. Hays responded that she would talk to the account holder and they would work it out.
- d. Ameren Missouri denies as stated the allegation, “In questioning Ameren why they turned on the service I was told she is the owner.” In further answer, the Company states that on January 21, 2015, at 12:38 p.m., Eddie Nash called the Company and gave the account number for the subject property. He recapped that the account holder had had service turned off because of the water leak, advised that the leak had been repaired, and that service needed to be turned back on so that he could get the furnace back on and keep things from freezing up again, until normal weather. He confirmed that he was the owner of the subject property, and that his tenant, Complainant still had a business at the subject property. The Company representative advised that it appeared that service was still on, and asked what he needed. He corrected the representative and explained that it had been turned off temporarily to address the water and electrical emergency. He confirmed that everything had been repaired and was ready for service to be turned back on. The Company representative advised that the Company would send someone out to reconnect as soon as possible. Although Complainant’s account was in disconnection status due to a delinquent bill, that day was a “no cut” day due to cold weather, so the Company sent field personnel to restore electric utility service to the subject property. At 1:02

p.m. on January 21, 2015, electric utility service to the subject property was restored.

- e. In response to the allegation, “I remind[ed] them the account was in my name, Ameren and Public Service Commission said it is a civil case[,]” Ameren Missouri admits that in a call to the Company on January 22, 2015, Complainant reminded the Company that the account was in her name, and told a Company representative that she thought no one else should have been able to instruct the Company to turn service back on. In further answer, Ameren Missouri states that its records do not reflect that any Ameren Missouri representative advised her that anything was “a civil case” but admits that Complainant alleged during the January 22, 2015 call that someone had accessed her account information. In further answer, the Company states that a Company representative informed Complainant that although Anita Hays called and requested transfer of service to Ms. Hays’ name on January 16th, the Company did not do so, and did not restore service on that date.
- f. In further answer, the Company states that during another call to the Company on January 22, 2015, in response to Complainant’s concern that electric service to the subject property had been restored, a Company representative explained that since her January 15, 2015 request to terminate was due to an emergency, the Company can reinstate service at the request of a party other than the account holder; in addition, the representative offered to terminate the service being rendered to the subject property in her name, and to send her a final bill, so that she would no longer be billed. However, Complainant specifically declined that offer. On January 26, 2015, Complainant again called the Company. A Company representative again asked if she would like to terminate her account so that she would not continue to be billed, and Complainant again specifically declined that offer.
- g. In response to the remaining allegations of paragraph 3, the Company is without information sufficient to admit or deny the following and therefore denies them: that “today repairs have not been repaired” and that the

Commission “stated [to Complainant] Ameren does not check if repairs was made.” The Company denies the remaining allegations of paragraph 3, including the allegations: that electric utility service was restored on January 16th, 2015; and that the Company has committed the crime of tampering in the first degree and the crime of tampering in the second degree, §569.080 and §569.080 RSMo.

6. The Company has complied with the Commission’s disconnection of service rules, which provide, “[n]otwithstanding any other provision of this rule, a utility may discontinue residential service temporarily for reasons of maintenance, health, safety or a state of emergency.” 4 CSR 240-13.050(11). “Temporarily,” implies that the Company will also restore service, after the reason for discontinuance has been resolved. It was reasonable for the Company to conclude that Complainant was requesting a *temporary* termination of service, since she cited a water leak, standing water, her fear of electrocution, and a dangerous situation, in her request for termination, and because she stated that if her account had instead been cut for nonpay as scheduled for January 20th, 2015, she had intended to “work it out” so that she could have had service turned back on by the first.

7. The above-cited rule does not require the Company to obtain the permission of the account holder to restore service that has been disconnected temporarily. When the Company restored service on January 21st, 2015, it reasonably relied on information provided by Complainant’s landlord, Eddie Nash, who reported that repairs had been made. The Company acted in the best interests of the customer in restoring service since, as the landlord pointed out, restoring service would permit the furnace to be turned back on, to help prevent the pipes that had just been repaired from freezing.

8. Even though Complainant herself did not specifically request that her service be restored, she is responsible for the continuation of her electric service. The Company’s tariffs provide, “[i]n applying for electric service from the Company, and receiving such service thereafter, customer shall:...[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.*” Sheet 103, General Rules and Regulations, I. General Provisions, G. Customer Obligations, ¶7. Complainant was asked on at least two occasions, first on the day immediately

following the reconnection, and second five days after the reconnection, if she wanted the service terminated and a final bill issued, and she declined.

MOTION TO DENY REQUEST FOR RELIEF

9. In further answer to Paragraph 3, and in support of the Company's motion to deny Complainant's request for relief, the Company states that the Commission does not have the statutory authority to adjudicate whether or not the Company committed any criminal act. Except as otherwise provided by law, our *circuit courts* have exclusive original jurisdiction in all cases of felony, misdemeanor and infractions, and may hear and determine originally all cases of felony, misdemeanor and infractions. §541.020 RSMo. No provision of law confers on the Commission the statutory authority to hear and determine a criminal matter. The Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, is not a court, and has no power to award damages or pecuniary relief. *American Petroleum Exchange v. Public Service Commission*, 172 S.W.2d 952, 955 (Mo. 1943); *State ex rel. Fee Fee Trunk Sewer, Inc. v. Litz*, 596 S.W.2d 466, 468 (Mo. App. W.D. 1980).

10. The Company denies the allegations of fact set forth in the unnumbered paragraph following paragraph 3 of the Complaint, which also contains Complainant's request for relief.

11. For relief, Complainant requests "the relief of \$5,000.00." The request for relief must be denied because as stated above, the Commission has no power to award damages or pecuniary relief. *American Petroleum Exchange*, 172 S.W.2d at 955; *Fee Fee Trunk Sewer, Inc.*, 596 S.W.2d 466.

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

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WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order dismissing the Complaint, or in the alternative denying Complainant's request for relief or, in the alternative, setting 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 and Motion to Deny Request for Relief was served on the following parties via electronic mail on this 3rd day of April, 2015.

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