

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

Timothy Watson,)	
Complainant,)	
)	
vs.)	Case No: EC-2014-0133
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER AND MOTION TO DISMISS

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer to and Motion to Dismiss the Complaint filed in this proceeding states as follows:

ANSWER

1. On November 8, 2013, Mr. Timothy Watson, with a residence address of 2823 Osage St., St. Louis, Missouri and a service address of 2923 California, St. Louis, Missouri (Complainant), initiated this proceeding against Company.
2. Any allegation not specifically admitted herein by the Company should be considered denied.
3. Ameren Missouri denies the allegations of paragraph 1 of the Complaint.
4. In answer to paragraph 2 of the Complaint, the Company admits: that on August 30, 2011, a Company representative spoke with Complainant; and that the bill for service at 2923 California, St. Louis, Missouri was previously under account ***** (the “California Account”) in Complainant’s name. Complainant denies the remainder of the allegations of paragraph 2 as stated. In further answer, the Company states as follows.
 - a. On August 30, 2011, service to 2923 California had been disconnected for nonpayment. After the disconnection, a person claiming to have moved to the address as a tenant two days prior called the Company in the early afternoon and requested that service be reconnected there, in his name. The Company advised

the caller that Complainant would need to call the Company to discuss the California Account.

- b. Complainant called the Company mid- afternoon to discuss service and the balance. He asked if he could transfer the balance on the California Account to account ***** for residential electric utility service at 2823 Osage St., St. Louis, MO in the name of Oralee Stovall (the “Osage Account”). A Company representative advised Complainant that he would need to make a payment of \$***.** towards the then \$***.** balance on the California Account in order to reconnect, and in order to transfer the remainder of the California Account balance to the Osage Account, Ms. Stovall must call the Company and agree to accept responsibility for the remainder of the balance.
- c. Complainant called the Company again that evening and wanted to know if his payment had been received. A Company representative acknowledged receipt of a \$***.** payment. The representative then reminded Complainant that Ms. Stovall needed to speak with the Company in order to transfer the balance. He stated he would call back with her. Due to the payment, service was reconnected. However, at no time did Ms. Stovall call the Company to accept responsibility for the balance of the California Account, as required, so no account in the name of the tenant was ever established for the 2923 California residence, and service there remained in Complainant’s name under the California Account.
- d. Service at 2923 California was disconnected for nonpayment on July 31, 2013.
- e. On September 23, 2013, Company field personnel found tampering at the meter at 2923 California. The seal had been removed, the meter had been damaged and service had been established by by-passing the meter. Company field personnel removed the meter and cut service back to the pole.

5. In response to paragraph 3 of the Complaint, the Company admits that between July 31, 2013 and the filing of the Complaint, Complainant called the Company on several occasions and asked that it hold his tenants responsible for the balance at the California Account. In further answer, the Company states that during an October 3, 2013 call, Complainant was advised that the Company had discovered tampering and diversion, was advised of diversion-

related charges assessed to the California Account, and was advised that the account balance would need to be paid in full before reconnection.

6. In his prayer for relief, Complainant requests that he “be free and clear of this problem and to be able to rent my property at 2923 California and the new tenants be able to have the electric turned[ed] on.” The Company states in response that at Complainant’s request so that Complainant could re-let the premises, in the Company’s discretion it agreed to reconnect electric utility service at 2923 California in a new account in Complainant’s name, #*****-**** (the “New Account”), on November 26, 2013. Although it agreed to reconnect service, the Company maintains its position that Complainant and his tenants between August 2011 and July 2013 remain responsible for the fact that service at the California address remained in Complainant’s name.

7. Because the Company has already provided to Complainant the relief he has requested, the Complaint is moot. Counsel for the Company attempted to contact Complainant and left him two telephone messages suggesting dismissal for this reason. On December 10, 2013, Complainant contacted Company’s counsel and agreed that he would dismiss his Complaint after he receives his first month’s bill on the New Account and is able to verify that the California Account balance has not been transferred to his New Account. The bill for the New Account will not be issued until around December 20, 2013, after the date this Answer is due.

MOTION TO DISMISS

8. 4 CSR 240-2.116(4) provides that, “[a] case may be dismissed for good cause found by the commission after a minimum of ten (10) days notice to all parties involved.” Because the Complaint is moot, good cause exists for the Commission to dismiss the Complaint, even if Complainant does not.¹

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

¹ When a tribunal’s decision would have no practical effect upon any live controversy, the case is moot. *State ex rel. Reed v. Reardon*, 41 S.W.3d 470, 473 (Mo. banc 2001). If granting effectual relief is impossible due to an intervening event Where an event occurs that makes granting effectual relief impossible, the case is moot and generally should be dismissed. *Id.*; *Armstrong v. Elmore*, 990 S.W.2d 62, 64 (Mo. App., W.D. 1999).

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WHEREFORE, Ameren Missouri respectfully requests that if Complainant does not file a dismissal within a reasonable time after December 20, 2013, that the Commission enter an order requiring Complainant to show cause why his Complaint should not be dismissed for good cause; and in the event Complainant shall not respond and show cause, Ameren Missouri respectfully requests that the Commission enter an order dismissing the Complaint for good cause.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer and Motion to Dismiss was served on the following parties via electronic mail on this 10th of December, 2013.

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