

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

Diamond Snider,)	
Complainant,)	
)	
vs.)	Case No: EC-2017-0111
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER, AFFIRMATIVE DEFENSES, AND MOTION TO DISMISS

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and submits its Answer, Affirmative Defenses, and Motion to Dismiss. After working with Ms. Diamond Snider (“Complainant”), Ameren Missouri is pleased to inform the Missouri Public Service Commission (“Commission”) that while not yet withdrawn, this issue appears to have been resolved between Company and Complainant. Ameren Missouri appreciates the opportunity to work with Complainant in ascertaining the facts surrounding the complaint leading to what the Company believes is a full resolution of this matter. Accordingly, while the Company presents its Answer and Affirmative Defenses below, it also respectfully avers that this matter is ripe for dismissal. In support of its position, Ameren Missouri states as follows:

BACKGROUND

1. On October 11, 2016, Complainant initiated this proceeding against Company. Complainant receives residential electric utility service from the Company and her current service address is 2675 Eltarose Drive, Apt. B, Jennings, Missouri 63136 (“Eltarose”). Due to certain unpaid arrearages, the Company previously disconnected this service; the Complainant disputed a significant portion of the arrearages as being incurred by a third party through a misrepresentation of identity. The Complainant provided information supporting her dispute of certain charges resulting in disconnection of her service. After the receipt of all information and investigation, Ameren Missouri determined that sufficient documentation had been provided to remove a substantial amount of the arrearage from Complainant's account and, after

Complainant's payment of undisputed amounts, to reconnect service. The timeline of events and more detail regarding the arrearages, disconnection, payment, removal of certain charges, and reconnection of service are discussed in more detail below.

ANSWER

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. 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 Complainant told the Company she never lived at 8899 St. Cyr Drive. Ameren Missouri denies the remainder of the allegations of paragraph 2 as stated by Complainant.

5. In further answer, the Company states as follows:

- a. May 16, 2016, the customer in whose name residential electric utility service was being provided to 2675 Eltarose Dr., Apt. B, St. Louis MO requested that service in his name be terminated.
- b. Service to 2675 Eltarose Dr., Apt. B remained active, however, and meter readings reflected usage at the address. June 6, 2016, the Company sent a postcard notice to the address, addressed to "Occupant", advising that there was no order for electric utility service at the address, that the occupant should contact the Company and open an account if the occupant wished for service to remain active, and that the failure to do so may result in service being disconnected.
- c. June 14, 2016, Complainant called the Company, acknowledging receipt of the postcard, and requesting service in her name. Complainant advised she began residing at the address beginning April 1, 2016.
- d. During Complainant's June 14, 2016 call, Complainant asked if she had a prior unpaid balance that needed to be paid in order to establish service. The Company advised Complainant that she was responsible for a prior unpaid balance of \$*,***.**, which would be transferred to her Eltarose account—

\$***.** in charges for electric service in Complainant's name at 1600 Castle Park Dr., Apt. 412, St. Louis, MO ("Castle Park") from January 2, 2010, to August 6, 2010, and \$***.** in charges for electric service in Complainant's name at 8899 St. Cyr Drive, St. Louis, MO ("St. Cyr") from February 10, 2012 to September 26, 2012. Complainant denied responsibility for the St. Cyr balance, and requested that the Company send her an identity theft packet (a list of required documentation and an Identity Theft Victim's Complaint and Affidavit) so that she could dispute the St. Cyr charges. Complainant acknowledged her responsibility for the Castle Park charges.

- e. During the June 14, 2016 call, the Company also advised Complainant that because the prior account holder at the address paid for service through May 16, 2016, the Company would established service in Complainant's name at 2675 Eltarose, Apt. B, St. Louis MO ("Eltarose") effective (backdated to) May 16, 2016.
- f. June 15, 2016, the Company transferred the \$*,***.** unpaid bill for electric utility service into Complainant's Eltarose account.
- g. Complainant called the Company again on July 13, 2016 and requested another identity theft packet.
- h. The Company issued disconnect notices for nonpayment on August 4, 2016 and August 9, 2016.
- i. August 22, 2016, Complainant's service to Eltarose was disconnected for nonpayment.
- j. August 23, 2016, Complainant called the Company and requested that her account for Eltarose be closed. On that date, she also faxed some information to the Company in support of her dispute of the St. Cyr transferred charges, and the information was forwarded to the Company's Final Bill Dispute Desk for review.
- k. August 25, 2016, a final bill for Eltarose was mailed to Complainant, and Complainant was also advised via telephone that her fax had been received but the Company's review was not complete.

- l. August 29, 2016, the Company advised Complainant via telephone that she still needed to submit a notarized affidavit, picture identification, social security card, police report and proof of residency for the year 2012.
- m. September 12, 2016, the Company received some completed portions of Complainant's Identity Theft Victim's Complaint form, but not all.
- n. September 16, 2016, the Company advised Complainant of the specific pages of the Identity Theft Victim's Complaint form that Complainant still needed to complete and submit, and advised her that she also still needed to submit picture identification, social security card, police report and proof of residency for the year 2012.
- o. September 21, 2016, the Company provided Complainant's representative, her father, Mr. Harold Sistrunk, the same list of information needed to complete the bill dispute. Later that day, the Company received Complainant's picture identification, social security card, and the St. Louis County Police Department's investigative report dated September 12, 2016. Mr. Sistrunk was advised that although documentation for proof of residency was submitted, it did not cover the year 2012.
- p. September 29, 2016, the Company advised Mr. Sistrunk that it was waiting for adequate documentation for proof of residency for 2012.
- q. October 6, 2016, the Company received two faxes with information related to Complainant's 2012 residency, the information was provided to the Final Bill Dispute Desk, and Complainant was advised that review might take 48 to 72 hours, because information is reviewed in the order received.
- r. October 10, 2016, the Company determined that two individuals other than Complainant resided at and were responsible for the account balance at St. Cyr for the period in dispute. The Company closed its investigation and removed the St. Cyr charges from Complainant's Eltarose account.
- s. October 11, 2016, around 10:00 a.m., Complainant called the Company. She was advised the investigation had been closed and the St. Cyr charges had been removed from her account. The representative confirmed the outstanding balance on the Eltarose account and Complainant requested

reconnection. She was advised the balance was \$***.**, and that service could be reconnected after a payment of \$***.** (which included the arrearage from service at the Castle Park address). Complainant called back shortly thereafter, reported a \$***.** payment, and provided a payment receipt number.

- t. The same day, October 11, 2016, at 4:18 p.m., Complainant's electric utility service at Eltarose was reconnected.

6. In answer to paragraph 3 of the Complaint, the Company admits that Complainant submitted part of an Identity Theft Victim's Complaint form to the Company via fax on September 12, 2016, but denies that Complainant submitted a completed Identity Theft Victim's Complaint and Affidavit to the Company on that date.

AFFIRMATIVE DEFENSES

7. The Company's tariffs filed with and approved by the Commission have the force and effect of law. Tariff Sheet 96, I. General Rules and Regulations Section A. Authorization and Compliance states, in part, "[i]n accepting service provided by Company, a customer agrees to comply with all applicable rules and regulations contained [in the Electric Service Tariff]." As to unpaid balances for residential electric service, the Company's tariff provides, "[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." Electric Service Tariff Sheet No. 101, General Rules and Regulations, I. General Provisions, C. Application for Service. In addition, Missouri Public Service Commission Rule 4 CSR 240-13.050(2)(B) provides, with regard to unpaid balances for service received by the customer at a separate residence, "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[.]" In accordance with these Company's tariffs and the above Commission Rule, the Company properly arranged for payment of Complainant's outstanding balances for residential electric service in Complainant's name at Castle Park and at St. Cyr by transferring those balances to Complainant's account for residential electric utility service at

Eltarose. Once the Company reviewed the submitted information and determined that Complainant was not responsible for the charges for service at St. Cyr, the Company promptly removed the charges from the Eltarose account.

MOTION TO DISMISS

8. The Commission may dismiss a complaint for good cause. 4 CSR 240-2.116(4). If a tribunal cannot grant effectual relief due to an intervening event, the case is moot and generally should be dismissed. *State ex rel. Reed v. Reardon*, 41 S.W.3d 470, 473 (Mo. banc 2001); *Armstrong v. Elmore*, 990 S.W.2d 62, 64 (Mo. App., W.D. 1999). In her prayer for relief, Complainant requests, “Since the bill in question is not mine, I would like my service restored immediately.” As noted above, \$***.** of the transferred bill was for service in Complainant’s name at Castle Park from January 2, 2010, to August 6, 2010. Complainant has not disputed her responsibility for the Castle Park charges, and in fact has paid them. As to the remainder of the transferred bill charges, the \$***.** for service at St. Cyr was removed from Complainant’s bill on October 10, 2016, and Complainant was advised of that fact on October 11, 2016. As to Complainant’s service, it was restored on October 11, 2016. For all these reasons, her Complaint is moot and therefore good cause exists to dismiss it.

9. 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 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, Affirmative Defenses and Motion to Dismiss was served on all the following parties via electronic mail, and additionally on Complainant via regular mail, this 10th day of November, 2016.

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