

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

Dora Michelle Middleton,)	
Complainant,)	
)	
vs.)	Case No: EC-2020-0083
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

AMEREN MISSOURI’S ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer and Affirmative Defenses states as follows.

1. On September 19, 2019 Complainant initiated this proceeding against the Company (the “*Complaint*”), pertaining to amounts the Company has charged her for residential electric (1M) service (“service”) the Company has provided to her at *** [REDACTED] [REDACTED] *** (“Fulton”), *** [REDACTED] *** (“Spencer”), and *** [REDACTED] *** (“Mallard Pointe”).

Answer

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

3. The Company admits the allegations of paragraph 1 of the *Complaint*.

4. The Company admits the allegations of paragraph 2 of the *Complaint*.

5. In answer to paragraph 3, the Company admits that its mailing address for purposes of this proceeding is: 1901 Chouteau Ave., MC-1310, P.O. Box 66149, St. Louis, Missouri 63166-6149.

6. The Company admits the allegations of paragraph 4.

7. In answer to paragraph 5, the Company admits that the amount Complainant has placed at issue is ***\$ [REDACTED].***.

8. In answer to paragraph 6, the Company denies Complainant’s claims that: she is not responsible for the amount in dispute; the entire amount in dispute relates to a bill for service

to Fulton; she moved out of Fulton in June of 2016 and around that time told the Company to shut off service; upon request the Company failed to do so; and someone else moved in to Fulton and used electric service for which she was billed. In further answer, the Company denies that Complainant is entitled to the relief requested—a stay to avoid disconnection at Mallard Pointe over a ***\$[REDACTED].[REDACTED]*** bill—for the following reasons. The amount for which Complainant seeks to avoid disconnection far exceeds the ***\$[REDACTED].[REDACTED]*** final bill issued to her for service to Fulton, as detailed in paragraphs 11.a. through 11.g., below, yet Fulton is the only address where Complainant claims the Company billed her for service used by someone else after she called the Company to terminate service there. The amount even exceeds the amount last billed to her as of the date the *Complaint* was filed, as detailed in paragraph 11.z., below. Complainant’s service at Mallard Pointe was not in threat of disconnection as of September 11, 2019, as detailed in paragraph 11.dd., below. Lastly, Complainant is responsible for the entire amount billed to her under her Second Mallard Pointe Account as of the date she filed the *Complaint*, as detailed in paragraph 11, below.

9. In answer to paragraph 7, the Company denies that it has violated any statute, tariff, or Commission regulation or order. The Company also denies Complainant’s allegations that: the amount in dispute is not her bill because the Company failed to disconnect service when requested and a new renter used the service for which Complainant is being charged.

10. In answer to paragraph 8, the Company admits: that Complainant has provided to Company personnel documentation that appears to pertain to her residency address, including emails between Complainant and an apartment manager; that Complainant has called and received calls from and spoken with Company customer experience supervisors regarding the accounts referenced in the Complaint; and that Complainant contacted the Commission regarding her bill. The Company denies the remainder of the allegations of paragraph 8.

11. In further answer, the Company provides the following account information for Spencer, Fulton and Mallard Pointe demonstrating that the Complainant is responsible for the entire amount previously billed and currently owed.

Fulton

a. The Company began providing service to Complainant at Fulton on September 12, 2015.

b. On May 18, 2016, the Company confirmed that Complainant had filed for Chapter 7 bankruptcy on May 9, 2016. As a result of the automatic stay, the Company set aside her outstanding balance for service to Fulton as of May 9, 2016 (pending an order from the bankruptcy court granting a discharge, lifting or terminating the automatic stay, or dismissing the bankruptcy petition). The Company then closed the account (the “First Fulton Account”), assigned her a new account number and began billing her for service to Fulton under the new account number (the “Second Fulton Account”).

c. Complainant claims that she moved out of Fulton in June of 2016 and contacted the Company to shut off service, but the Company simply failed to do so, and that someone else moved in and used and is responsible for charges for the service at Fulton after Complainant moved.

d. The Company’s records, however, show that Complainant called the Company on July 27, 2016 to inquire if an energy assistance pledge had been received on her Second Fulton Account, and proceeded to discuss her May and June bills under that account and how budget billing was going. The nature and content of this call directly contradict Complainant’s assertion that in June of 2016 she moved from Fulton and called the Company to terminate service there in her name.

e. In addition, Company records show that on August 17, 2016, Complainant called the Company to terminate service in her name at Fulton. During that call, she stated that she had moved out five days earlier, which also contradicts her assertion that she moved from Fulton in June 2016 and contacted the Company at that time about terminating service in her name at that time.

f. Between May 10, 2016 and August 17, 2016, the Company charged Complainant a total of ***\$[REDACTED].** for service it provided to her at Fulton and charged her an additional ***\$[REDACTED].** in late fees, for a total of ***\$[REDACTED].** but over that period the Company only received a single payment toward her Second Fulton Account, ***\$[REDACTED].** on August 17, 2019, which was from an energy assistance agency in payment of the pledge Complainant had called about in July. As a result, at the time Complainant closed the Second Fulton Account, she had an outstanding balance of ***\$[REDACTED].**.

g. On August 19, 2016, the Company issued a final bill to Complainant for her Second Fulton Account, in the amount of ***\$[REDACTED].***. Complainant did not pay the final bill for the Second Fulton Account.

Spencer

h. On May 5, 2017, Complainant called the Company and requested service to Spencer, to commence May 14, 2017. She was advised that the Second Fulton Account outstanding balance would be transferred in to her new Spencer account. It was transferred in on May 16, 2017.

i. Nearly a year later, on April 24, 2018, Complainant notified the Company that she had filed for Chapter 13 bankruptcy, which the Company verified.

j. Between May 14, 2017 and April 24, 2018, the Company charged Complainant a total of ***\$[REDACTED].** for service it provided to her at Spencer. Those charges, plus the ***\$[REDACTED].** transferred in from her Second Fulton Account, and an additional ***\$[REDACTED].** in late fees and returned check fees, totaled ***\$[REDACTED].**, but over that period, the Company only received ***\$[REDACTED].** in payments toward Complainant's Spencer account. As a result, at the time the Chapter 13 bankruptcy petition was filed, Complainant had an outstanding balance of ***\$[REDACTED].**.

k. Due to the Chapter 13 bankruptcy filing, the Company set aside the ***\$[REDACTED].** outstanding balance for service as of that date 2016 (pending an order of the bankruptcy court confirming a repayment plan, discharge, lift or termination of the automatic stay, or dismissal of the bankruptcy petition). The Company then closed the account (the "First Spencer Account"), assigned Complainant a new account number and began billing her for service to Spencer under the new account number (the "Second Spencer Account").

l. Complainant continued to receive service to Spencer until February 6, 2019, when she called the Company and asked to terminate service as of that date.

m. Between April 25, 2018 and February 6, 2019, the Company charged Complainant a total of ***\$[REDACTED].** for service it provided to her at Spencer. Those charges, plus an additional ***\$[REDACTED].** in late fees and deposits, totaled \$[REDACTED].**. Over that period, the Company received ***\$[REDACTED].** in payments and applied

\$[REDACTED].[REDACTED] in paid deposits plus interest as a credit toward the charges, resulting in an outstanding balance of ***\$[REDACTED].[REDACTED]*** when the Second Spencer Account was closed.

n. On February 8, 2019, the Company issued a final bill to Complainant for her Second Spencer Account, in the amount of ***\$[REDACTED].[REDACTED]***. Complainant did not pay the final bill.

Mallard Pointe

o. On December 19, 2018, Complainant called and requested service in her name at Mallard Pointe. She did not yet want to make changes to her Second Spencer Account.

p. The Company began providing service to her at Mallard Pointe as of that date.

q. The Company transferred the ***\$[REDACTED].[REDACTED]*** outstanding balance for Complainant's Second Spencer Account into her Mallard Pointe account on March 11, 2019.

r. On April 16, 2019, the Company was notified that on April 4, 2019, the bankruptcy court dismissed Complainant's Chapter 13 bankruptcy case from 2018 involving her First Spencer Account prior to entry of an order of discharge and terminated the stay. As a result, the Company transferred the ***\$[REDACTED].[REDACTED]*** outstanding balance on the First Spencer Account (that had been set aside pending the outcome of the bankruptcy action) into Complainant's Mallard Pointe account.

s. On May 30, 2019, the Company was notified that Complainant had filed another Chapter 13 bankruptcy petition.

t. Between December 19, 2018 and May 30, 2019, the Company charged Complainant a total of ***\$[REDACTED].[REDACTED]*** for service it provided to her at Mallard Pointe. Those charges, plus ***\$[REDACTED].[REDACTED]*** in late fees, the ***\$[REDACTED].[REDACTED]*** transferred in from the Second Spencer Account, and the ***\$[REDACTED].[REDACTED]*** transferred in from the First Spencer Account, totaled ***\$[REDACTED].[REDACTED]***. Over that period, the Company only received ***\$[REDACTED].[REDACTED]*** in payments toward Complainant's Mallard Pointe account. As a result, as of the date of the filing of Complainant's second Chapter 13 bankruptcy petition, Complainant's Mallard Pointe account had an outstanding balance of ***\$[REDACTED].[REDACTED]***.

u. Due to the filing of the second Chapter 13 bankruptcy petition, the Company set aside the ***\$[REDACTED].[REDACTED]*** outstanding balance as of that date (pending an order of the

bankruptcy court confirming a repayment plan, discharge, lift or termination of the automatic stay, or dismissal of the bankruptcy petition). The Company then closed the account (the “First Mallard Pointe Account”), and assigned Complainant a new account number and began billing her for service to Mallard Pointe under the new account number (the “Second Mallard Pointe Account”).

v. The Company has provided service to Complainant at Mallard Pointe under the Second Mallard Pointe Account since May 30, 2019. From that date through July 21, 2019, the Company provided and billed Complainant for ***\$[REDACTED].[REDACTED]*** worth of service, along with ***\$[REDACTED].[REDACTED]*** in late fees and ***\$[REDACTED].[REDACTED]*** for two (***\$[REDACTED].[REDACTED]*** each) deposit installments, for a total outstanding balance of ***\$[REDACTED].[REDACTED]***. A bill in that amount was issued to Complainant on July 23, 2019, and was due August 13, 2019.

w. On August 12, 2019, the Company was notified that on August 7, 2019 the bankruptcy court dismissed Complainant’s second Chapter 13 bankruptcy petition, involving her First Mallard Pointe Account prior to entry of an order of discharge and terminated the stay. As a result, the Company transferred the ***\$[REDACTED].[REDACTED]*** outstanding balance on her First Mallard Pointe Account (that had been set aside pending the outcome of the bankruptcy action) into Complainant’s Second Mallard Pointe Account.

x. Complainant did not pay the ***\$[REDACTED].[REDACTED]*** July bill by its due August 13, 2019 due date, and as a result, on August 16, 2019, the Company issued a disconnection notice to Complainant, advising that her service would be disconnected for nonpayment if payment was not received by August 28, 2019.

y. On August 21, 2019, the Company issued a bill to Complainant in the amount of ***\$[REDACTED].[REDACTED]***. It included charges for service to Mallard Pointe from July 21, 2019 through August 19, 2019 in the amount of ***\$[REDACTED].[REDACTED]***, ***\$[REDACTED].[REDACTED]*** in late fees, the third and final deposit installment of ***\$[REDACTED].[REDACTED]***, the ***\$[REDACTED].[REDACTED]*** July prior balance and the transferred First Mallard Pointe Account balance of ***\$[REDACTED].[REDACTED]***, due September 12, 2019.

z. On August 23, 2019, a ***\$[REDACTED].[REDACTED]*** energy assistance pledge was received on the Second Mallard Pointe Account. Because of the pledge, the August 16, 2019 disconnection notice was cancelled and the ***\$[REDACTED].[REDACTED]*** in deposit charges were

cancelled. On August 26, 2019, a customer payment of ***\$[REDACTED].[REDACTED]*** was received. This left a remaining balance on the Second Mallard Pointe Account of ***\$[REDACTED].[REDACTED]***.

aa. The ***\$[REDACTED].[REDACTED]*** balance was set up on a payment agreement, to be billed and paid in three equal monthly installments of ***\$[REDACTED].[REDACTED]*** and the account was set up on budget billing.

bb. On August 26, 2019, Complainant called the Company to verify that it had received the ***\$[REDACTED].[REDACTED]*** energy assistance pledge on her Second Mallard Pointe Account. However, she advised the Company representative that she would not be paying the payment agreement installment amounts because she felt she was not responsible for the bill. She also advised that she had contacted the Commission and the Company would be receiving a formal request from the Commission regarding the balance.

cc. On September 11, 2019, Complainant called to request the address to send a formal complaint to the Commission. During the call, the Second Mallard Pointe Account balance was discussed.

dd. On September 20, 2019, the Company issued a bill to Complainant in the amount of ***\$[REDACTED].[REDACTED]***. It included a budget bill amount of ***\$[REDACTED].[REDACTED]*** for service from August 19, 2019 to September 18, 2019, and a payment agreement installment of ***\$[REDACTED].[REDACTED]***, due October 11, 2019. A note on the bill advised that the payment agreement amount remaining after payment of the bill was ***\$[REDACTED].[REDACTED]***, over two months.

ee. As of the date of this filing, the Company has not received a payment from Complainant toward her September bill.

12. In further answer, the Company notes that while it will suspend the amount owed by Complainant at the time of the filing of this *Complaint* (which was less than the ***\$[REDACTED].[REDACTED]*** stated as being in issue in paragraph 5 of the *Complaint*) from collections if such amount falls into arrears, in order to prevent the issuance of a disconnection notice for nonpayment of that amount while this *Complaint* is pending, certain energy assistance funding that Complainant may wish to apply for and might otherwise be eligible to receive, and which

might help her pay a substantial portion of her Second Mallard Pointe Account outstanding balance, may not be available to her if the amount is suspended from collections. This is because an applicant's receipt of a disconnection notice indicating a specific disconnection date is a precondition of receiving federally-funded energy crisis intervention program (ECIP) assistance.

Affirmative Defenses

13. "In accepting service provided by Company, a customer agrees to comply with all applicable rules and regulations contained herein and any subsequent revisions or additions to such rules which are approved by the Commission." Union Electric Company Electric Service Tariff Sheet No. 96, General Rules and Regulations, I. General Provisions, A. Authorization and Compliance. As a customer of the Company, Complainant was obliged under the Company's tariffs for electric utility service to, "[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.*" Union Electric Company Electric Service Tariff Sheet No. 103, General Rules and Regulations, I. General Provisions, G. Customer Obligations, 7. As explained in detail above, Complainant *is* responsible for the Second Fulton Account ***\$[REDACTED].***) outstanding balance that was transferred to her First Spencer Account because it is attributable to the amount the Company charged her for service to Fulton during the period beginning May 10, 2016, the day after she filed for Chapter 7 bankruptcy and was assigned the Second Fulton Account number, and ending on August 17, 2016, the date that she called the Company and asked for service at Fulton to be taken out of her name.

14. The Company acted properly, under its tariffs and the Commission's rules, when it:

- a. transferred the Second Fulton Account outstanding balance to Complainant's First Spencer Account,
- b. transferred the Second Spencer Account outstanding balance to the First Mallard Pointe Account,
- c. transferred the First Spencer Account outstanding balance (after dismissal of Complainant's 2018 Chapter 13 bankruptcy action) to the Second Mallard Pointe Account, and

d. transferred the First Mallard Pointe Account outstanding balance (after dismissal of Complainant's 2019 Chapter 13 bankruptcy action) to the Second Mallard Pointe Account.

This is because the Company's tariffs provide, "[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." Union Electric Company Electric Service Tariff Sheet No. 101, General Rules and Regulations, I. General Provisions, C. Application for Service. The Company arranged for payment of these outstanding balances for residential electric utility service provided to Complainant by transferring the balances to accounts for residential electric utility service in Complainant's name. The Commission's rules also expressly provide for the Company to transfer the outstanding balance. "[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[.]" 20 CSR 4240-13.050(2)(B).

WHEREFORE, Ameren Missouri respectfully requests that the Commission set the matter for hearing.

SMITH LEWIS, LLP

/s/ Sarah E. Giboney

Sarah E. Giboney, #50299
111 South Ninth Street, Suite 200
P.O. Box 918
Columbia, MO 65205-0918
(573) 443-3141
(573) 442-6686 (Facsimile)
giboney@smithlewis.com

/s/ Jermaine Grubbs

Jermaine Grubbs, #68970
Corporate Counsel

1901 Chouteau Avenue, MC 1310
P.O. Box 66149
St. Louis, MO 63166-6149 (314) 554-3533
(phone) (314) 554-4014 (facsimile)
amerenmoservice@ameren.com

Attorneys for Union Electric Company d/b/a
Ameren Missouri

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer and Affirmative Defenses was served on the following parties via e-mail this 17th day of October, 2019.

Missouri Public Service Commission
Travis Pringle
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov
travis.pringle@psc.mo.gov

Office Of Public Counsel
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

Dora Michelle Middleton
72 Mallard Pointe Drive
O'Fallon, MO 63368
Middletondora42@gmail.com

/s/ Sarah E. Giboney