

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

Ted Brown)	
)	
Complainant,)	
)	
vs.)	Case No: EC-2012-0097
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER

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

1. Any allegation not specifically admitted herein by the Company should be considered denied.
2. On September 30, 2011, Mr. Ted Brown, with a residence address of 9901 Lilac Drive, St. Ferdinand Township, St. Louis, Missouri 63137 (Complainant), initiated this proceeding against the Company.
3. In paragraph 1 of his Complaint, Complainant alleges that “Ameren public utility co” of “PO Box 66700, St. Louis, MO 63166”, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri. The Company admits it is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri, but denies the remainder of the allegations of paragraph 1 as stated. The Company states in the affirmative that its proper name is Union Electric Company, its location and mailing address is 1901 Chouteau Ave., MC-1310, P.O. Box 66149, St. Louis, Missouri 63166-6149, and it is doing business as Ameren Missouri.
4. Ameren Missouri denies the allegations of paragraph 2 of the Complaint.
5. Ameren Missouri admits that the following payments were received from or on behalf of Complainant since July, 2011: \$***, July 5; \$***.**, August 24; \$**.**, September 14; \$***.** September 21; and \$***.**, November 2. Ameren Missouri is without information sufficient to form a belief about the truth of Complainant’s remaining allegations set out in

paragraph 3 to the effect that: utility payments are beyond Complainant and his wife's means, that his son is a fire captain, that his son made his August 24, 2011 reconnection payment, that Complainant's family car was sold in September of 2011 to avoid a disconnection on September 2011, or that Complainant's wife has a medical condition that worsened due to stress over loss of services and resulted in a hospital trip. Therefore, Ameren Missouri denies said remaining allegations of paragraph 4.

6. In further answer, the Company offers the following chronology related to electric utility services rendered by the Company to Complainant under account number ***** at 9901 Lilac Dr., St. Ferdinand Township, St. Louis, MO 63137, responsive to Complainant's various allegations regarding payment plans, Complainant's payment history, disconnection, threatened disconnection and reconnection of electric utility service:

a. On May 5, 2011, the Company billed Complainant for a prior balance of \$***.**, current charges of \$***.**, and late pay charges of \$*.** (totaling \$***.**).

b. On May 18, 2011, Complainant contacted Ameren Missouri. The Company advised Complainant that \$***.** (50% of the total balance) would be required for a Non Cold Weather Rule payment agreement on the remaining balance. Complainant was also advised there were no pledges on the account at that time.

c. On May 25, 2011, the Company advised Complainant the account was not in collections and a disconnect notice would not be sent simply because he asked for one. Complainant was further advised that a disconnect notice might be mailed out with the next bill cycle.

d. On June 6, 2011, the Company billed Complainant for a prior balance of \$***.**, current charges of \$***.**, and late pay charges of \$*.** (totaling \$***.**).

e. On June 6, 2011, and again on June 9, 2011, the Company also mailed disconnect notices advising Complainant that unless the \$***.** delinquent balance was paid his service would be disconnected on or after June 21, 2011.

f. On June 10, 2011, Community Action Agency (CAA) called the Company's automated Voice Response Unit (VRU) and received account information including Complainant's current and delinquent balances, the date by which payment must be made to avoid disconnection, and the amount of such required payment. CAA then contacted a Company representative and pledged \$***.** toward Complainant's account. The remaining balance of

\$***.** was placed on a Non Cold Weather Rule payment agreement with two installments of \$***.** and one installment of \$**.**. Budget billing for Complainant's account was also established, in the amount of \$***.** per month. On June 13, a letter describing the payment agreement terms was sent to Complainant.

g. On July 5, 2011, the \$***.** pledge payment was posted to Complainant's account. Complainant called the Company and was advised by a representative that \$***.** was the budget billing amount and \$**.** was the payment agreement installment amount. Complainant was also advised that \$***.** would be the amount of the next three bills. Complainant stated that he was unable to pay that amount. The Company offered energy assistance numbers, which Complainant declined. Complainant then advised the Company that his wife had a medical condition and that service couldn't be turned off. The Company representative advised Complainant that the account was not then coded as being included in the Company's Medical Equipment Registry (MER) and inquired as to the medical condition of Complainant's wife. Complainant refused to say.

h. On July 6, 2011, the Company billed Complainant the budget billing amount of \$***.** and the payment agreement installment of \$**.** (totaling \$***.**). Complainant did not make a payment towards his account in July, resulting in a default in the payment agreement which caused the remaining balance under the payment agreement (what would have been the last two monthly installment payments) to become due.

i. On August 4, 2011, the Company billed Complainant a prior balance of \$***.**, current charges of \$***.** (the budget billing amount), late charges of \$**., and the defaulted payment agreement amount of \$***.** (totaling \$***.**).

j. On August 4, 2011 and again on August 9, 2011, the Company also mailed disconnect notices advising Complainant that unless the \$***.** delinquent balance was paid his service would be disconnected on or after August 19, 2011.

k. On August 8, 2011, Complainant contacted the Company's VRU and obtained account information.

l. On August 15, 2011, Complainant contacted the Company's VRU and obtained account information. Later, he contacted a Company representative and inquired about a payment agreement. He was advised by a representative that because there was a defaulted Non Cold Weather Rule payment agreement, the account was not eligible for an extension or

additional arrangements. Complainant stated he was unaware of the payment agreement. The representative advised Complainant that to prevent disconnection, \$***.** would be due by August 19, 2011. Complainant disconnected the call. Complainant again contacted the Company VRU. After that, Complainant again contacted the Company again and a representative again advised Complainant to pay \$***.** by August 19, 2011. The representative also advised Complainant that in the event his service was disconnected for nonpayment, a \$**.** fee would be assessed to reconnect service.

m. On August 18, 2011, Complainant contacted the Company and advised that a \$**.** pledge would be made towards his account. Complainant was advised that amount would not stop disconnection. Complainant's call was transferred to a supervisor who further explained to Complainant that to prevent disconnection \$***.** was due by August 19, 2011. The supervisor agreed to mail Complainant an activity statement for the prior 12 months showing bill/payment history.

n. On August 22, 2011 service was disconnected for nonpayment.

o. On August 23, 2011, the following events occurred. Theodore Brown, Complainant's son, contacted the Company on Complainant's behalf. A representative advised him that \$***.**, the full disconnect service amount, would be required to restore service. The same information was also communicated by the Company to Complainant in a subsequent call. A \$***.** payment toward the account was made on this date. The Company verified the payment and service was restored that morning. Complainant called to verify payment was received and to request MER paperwork be sent. The Company mailed the paperwork to Complainant that day. The account was assessed a deposit due to disconnection for nonpayment. A pledge of \$**.** was made to Complainant's account.

p. On August 25, 2011, Complainant contacted the Company to dispute the deposit billed to the account. He further stated that the Company wasn't working with him. A Company representative agreed to cancel the deposit.

q. On August 29, 2011, Complainant contacted the Company VRU and obtained account information.

r. On August 30, 2011, Complainant contacted the Company VRU and obtained account information. After that, Complainant called and spoke with a Company representative, who advised Complainant that as of August 17, 2011, the account balance due was \$***.**, that

amount was now delinquent, and unless the \$***.** (\$***.** minus the pending \$**.** pledge) was paid, service would be disconnected on or after September 20, 2011.

s. On September 2, 2011, the Company billed Complainant for a prior balance of \$***.**, a reconnect fee of \$**.**, current charges of \$***.** (budget billing amount) and late pay charges of \$*.** (totaling \$***.**). The bill also noted the \$**.** pending pledge.

t. On September 2, 2011 and again on September 8, 2011, the Company also mailed disconnect notices advising Complainant that unless \$***.** was paid service would be disconnected on or after September 20, 2011.

u. On September 7, 2011, Complainant contacted the Company VRU two times and received account information. Afterward, Complainant contacted a Company representative, who advised that a payment of \$***.** was required by September 20, 2011 to prevent disconnection of his service. Complainant was also advised that due to a previously defaulted Non Cold Weather rule payment agreement, the account was not eligible for an extension.

v. On September 14, 2011, the \$**.** pledge payment by Mideast Area Agency on Aging was posted to Complainant's account.

w. On September 16, 2011, Complainant called the Company VRU and received account information. He then called and spoke with a Company representative and was advised to pay \$***.** by September 20, 2011. A supervisor explained to Complainant that the account didn't qualify for an extension and \$***.** needed to be paid to prevent possible disconnection.

x. On September 19, 2011, Complainant called the Company VRU and obtained account information. On that day, the Company also conducted a deposit review of Complainant's account. A deposit was assessed due to the slow pay history. A letter regarding the assessed deposit was mailed to Complainant.

y. On September 20, 2011, Complainant called the Company VRU two times and received account information. Complainant later contacted the Company and spoke with a representative, and informed the Company that a \$***.** payment had been made on the account. The representative verified the \$***.** pending payment and the account was removed from the disconnection list.

z. On September 22, 2011, Complainant contacted the Company regarding the newly assessed deposit. A representative explained that the first deposit, assessed due to disconnection for nonpayment, had been canceled, but that due to his slow pay history, a new

deposit had been assessed. The representative agreed to waive the second deposit, but advised that another disconnect notice would mail out and another slow pay deposit could be assessed if the account was not brought current. The Company also mailed a reminder letter to Complainant that it had been 30 days since the MER paperwork had been sent to Complainant but Complainant had not returned completed paperwork.

aa. On September 27, 2011, Complainant contacted the Company. Complainant read a letter from the Commission and stated he was filing a dispute of unfair treatment for senior citizens. Complainant further made comments on racial and political issues. Complainant further stated he would be sure to pay fifty percent of his disputed amount and requested the Company's fax number.

bb. On October 4, 2011, the Company billed Complainant a prior balance of \$***.**, current charges of \$***.** (budget billing amount) and late charges of \$*.** (totaling \$***.**).

cc. On October 4, 2011 and October 7, 2011, the Company also mailed disconnect notices advising Complainant that unless \$***.** delinquent balance was paid his service would be disconnected on or after October 19, 2011.

dd. On October 11, 2011, the Company mailed a MER equipment expiration letter to Complainant explaining that Complainant could not be placed on the MER because the Company never received any completed MER paperwork from Complainant. Also that day, Complainant contacted the Company and was advised that unless \$***.** was paid his service would be disconnected on or after October 19, 2011.

ee. On October 13, 2011, the Company received a \$***.** pledge to the account from CAA. The remaining balance was placed on a twelve month payment agreement, with \$**.** being paid in eleven installments and \$**.** being paid in one installment. A letter outlining the terms of the agreement was mailed to Complainant the next day.

ff. On November 2, 2011, the \$***.** pledge was paid.

MOTION TO DISMISS

7. The Complaint should be dismissed because the Commission cannot grant the specific relief Complainant requests.

a. In Complainant's request for relief, Complainant requests, in part, one year of free utility ("light") service. This requested relief is prohibited by statute. There is no

provision of Chapter 393 that permits electric utilities to provide electric service without charge. In fact, subsections 393.130.2 and .3 RSMo expressly prohibit electric utilities from directly or indirectly charging, demanding, collecting or receiving less (or for that matter, greater) compensation for electric service than the utility charges any other person for a like service under the same or substantially similar circumstances or conditions, and prohibits the utility from granting any undue or unreasonable preference or advantage to any person. Because the Company charges other residential customers for electric utility service, it must also charge Complainant for electric service provided to him.

- b. In Complainant's request for relief, Complainant also requests that the Commission order the Company to alter Complainant's "pay cycle" so that his bill for electric service will be due after the 3rd of the month, which is his alleged social security check payday, rather than the middle of the month. While the Commission has the authority to regulate the Company, the Commission has long acknowledged that it does not have the authority to *manage* the Company. Our Court of Appeals has made clear, "[t]he powers of regulation delegated to the Commission are comprehensive and extend to every conceivable source of corporate malfeasance. Those powers do not, however, clothe the Commission with the general power of management incident to ownership. The utility retains the lawful right to manage its own affairs and conduct its business as it may choose, as long as it performs its legal duty, complies with lawful regulation, and does no harm to public welfare." *State ex rel. Harline v. Public Serv. Com'n*, 343 S.W.2d 177, 182 (Mo. App. 1960). Complainant has not plainly alleged, and the Company denies any implied allegation, that the Company's billing cycle violates any statute, rule order or tariff. As such, the Company has the right to determine its billing cycles and the Commission is without authority to order the Company adopt any particular billing cycle.

8. 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 was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 10th day of November, 2011.

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