

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

Peter B. Howard,)	
Complainant,)	
)	
vs.)	Case No: EC-2013-0524
)	
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. On June 17, 2013, Mr. Peter B. Howard with an unknown residence address¹ (Complainant) and a service address of 4453 Athlone, St. Louis, MO 63115, initiated this proceeding against Company.

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

3. In paragraph 1 of his complaint, Complainant alleges that Respondent, Ameren UE of P.O. Box 66529, St. Louis, MO 63166-6529, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri. The Company admits these allegations, but notes that its name has changed from Union Electric Company d/b/a AmerenUE to Union Electric Company d/b/a Ameren Missouri.

4. In paragraph 2 of his complaint, Complainant alleges that Ameren Missouri has wrongfully charged him \$***.**, and has wrongfully asserted that Complainant resided at 4453 Athlone, and Complainant alleges that the only person residing at that residence was *****
*****. Complainant further alleges that he has attempted to rent said premises to a ***
*****, whom Complainant believes cannot receive utility service there because it has wrongfully been placed in Complainant’s name. Complainant alleges that if the Company would exercise

¹ In his Complaint, Complainant indicates that he resides at P.O. Box 66529, St. Louis, MO 63166-6529, but this is a post office box address. Complainant’s prior known residence address was 4111 Maffitt St., St. Louis, MO.

due diligence, it should be able to unilaterally cure this discrepancy. Ameren Missouri admits that ***** resided at the 4111 Maffitt service address, but denies the remaining allegations of paragraph 2 of the Complaint.

5. In further answer to Paragraph 2 of the Complaint, the Company offers the following chronology related to two electric utility accounts in Complainant's name:

- a. Electric Utility Service Account *****
 - i. Electric utility service was rendered to Complainant at service address 4111Maffitt, St. Louis, MO, under account No. *****, from June 14, 2005 through March 22, 2011. On April 12, 2011, service there was disconnected for nonpayment.
 - ii. The final bill on account No. ***** was \$****. The full amount of the bill remained outstanding as of May 22, 2013.
- b. Electric Utility Service Account *****
 - i. On February 20, 2013, the Company closed the electric utility account for ***** at 4453 Athlone, St. Louis, MO at **. 's request.
 - ii. Service to the premises remained active, however, and between February 20, 2013 and May 24, 2013, meter readings reflected usage of electric utility service.
 - iii. On March 1, 2013, on April 2, 2013, and again on April 30, 2013, postcard notices, addressed to "Occupant" were sent to 4453 Athlone 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.
 - iv. On May 21, 2013, the Company disconnected service at the Athlone address, due to continued usage without any customer account.
 - v. On May 22, 2013, Complainant contacted the Company and asked to place service at 4453 Athlone, St. Louis, MO in his name. Complainant verified that he is the landlord of the premises and that his daughter and tenant, ***** , had moved out of 4453 Athlone on February 20, 2013 and that a new tenant, ***** , was scheduled to move in

June 1, but wanted to move in as soon as service was established. As a condition of having service established there in his name, Complainant agreed to accept responsibility for the electric utility service usage at 4453 Athlone, St. Louis, for the period from February 20, 2013 forward.

- vi. On the same date, the Company issued a connect order in Complainant's name backdated to February 20, 2013, in order to bill Complainant for the usage, and established a new account, *****_*****, in Complainant's name for service at the 4453 Athlone address.
- vii. On May 23, 2013, the Company assessed Complainant a deposit in the amount of \$**.**, charges in the amount of \$***.** for electric utility service to 4453 Athlone for the period February 20, 2013 to April 29, 2013, and \$***.** for the unpaid account balance on account *****_***** for electric utility service to Complainant at 4111 Maffitt Ave., St. Louis, MO, and billed Complainant the total amount of \$***.**.
- viii. On May 24, 2013, service at 4453 Athlone was placed in the name of a new tenant, ***** *****.
- ix. On May 28, 2013, the Company sent Complainant a final bill that included charges of \$**.** for service from April 29, 2013 through May 24, 2013. Because Complainant was no longer receiving service in his name at the Athlone address after May 23, 2013, the Company removed the \$**.** deposit. Complainant's final bill totaled \$***.** (\$***.** less \$**.** plus \$**.**).
- x. As of the date of Complainant's Complaint, Complainant had failed to make any payment towards this bill.

6. In further answer the Company states that it acted in compliance with 4 CSR 240-13.030(1)(B) when it assessed a \$**.** deposit when it established account *****_***** in Complainant's name for service at the 4453 Athlone address. Said Rule permits a utility to require a deposit as a condition of new residential service if the customer has an outstanding unpaid bill accrued within the last five years that remains unpaid and not in dispute. As described in subparagraphs 5.a.i and ii., Complainant received electric utility service from the Company at the 4111 Maffitt address until April 12, 2011, and at the time he asked for service to

be established in his name at the Athlone address there remained outstanding an unpaid bill for that service at the Maffitt address in the amount of \$***.**. Notwithstanding, the Company notes that the charge for the deposit was removed from the account, as explained in subparagraph 5.b.ix, above.

7. In further answer the Company states that it acted properly in requiring Complainant to accept financial responsibility for service provided to the 4453 Athlone address for the period February 20, 2013 through May 24, 2013, as a condition to establishing an account for utility service in Complainant's name at that address as Complainant requested. The Commission has recognized that it is proper for a utility to look to a person who has received the benefit and use of service, even absent a request for the service, for payment for that service. *See, e.g., Staff v. Mo. Public Service Co.*, 27 Mo. P.S.C. 563 (August 6, 1985). As described in subparagraph 5.b.v., above, Complainant requested that service be placed in his name at the Athlone address, and Complainant verified to the Company that he is the landlord of the premises. As landlord, Complainant received the benefit of the electric utility service taken at the premises during the period after his prior tenant/ daughter, ***** *****, moved out, and before his new tenant moved in, even if Complainant did not personally reside at the premises during that time.

8. In further answer, the Company states that its tariffs filed with and approved by the Commission have the force and effect of law. "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." Electric Service Tariff Sheet No. 96, General Rules and Regulations, I. General Provisions, A. Authorization and Compliance. With respect to the service provided at the Athlone address from February 20, 2013 through May 24, 2013, Complainant as customer 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." Electric Service Tariff Sheet No. 103, General Rules and Regulations, I. General Provisions, G. Customer Obligations, 7.

9. In further answer, the Company states that it acted properly when it transferred the outstanding balance of \$***.** on Complainant's prior account *****-***** for residential

electric utility service at the Maffitt address to Complainant's new account ***** for residential electric service at the Athlone address. In particular, 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." Electric Service Tariff Sheet No. 101, General Rules and Regulations, I. General Provisions, C. Application for Service. In accordance with this tariff provision, the Company arranged for payment of Complainant's outstanding balance for residential electric utility service provided to the Maffitt address by transferring that balance to Complainant's new account for residential electric utility service at the Athlone address.

10. In paragraph 3 of the Complaint, Complainant alleges that he has attempted to contact customer service, to no avail. The Company has no record of any calls from his telephone number (as identified in the Company's records) after his May 22, 2013 call requesting service in his name, and no record of any other calls after that date from any other number where the caller is identified as Complainant, and therefore the Company denies the allegations of paragraph 3.

11. In response to Complainant's prayer for relief, the Company denies that Complainant is entitled to the relief requested, and in particular denies that it had any prior agreement with Complainant to reduce the unpaid balance on account ***** to \$***.**.

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 denying Complaint'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 was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 15th day of July, 2013.

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