EC-2023-0395

Brett Felber

 Vs

Ameren Missouri

 Complainants Proposed Order for Reconnection & Immediate Delivery of Utility Services.

1. Complainant prior to the hearing date of September 21, 2023, has given the Respondent a copy of the exact agreement confirming Respondent illegally disconnected services.
2. Respondent filed a Objection and asking the Commission to further delay and allow Respondent “more “ time to conclude matters involving introduction of documentation that shows Respondent clearly violated PSC rules, regulations & tariffs in payment agreements and clearly violated PSC rules , regulations & tariffs in illegally disconnecting utility services.
3. Complainant as a result has filed numerous motions and proposed orders for reconnection of utility services and has filed exhibits in which clearly support the reconnection and order of utility services without payment as a result of an illegal disconnection and violation of PSC rules, regulations and tariffs.
4. Respondent in a pre-hearing matter stated to complainant when asked about payment agreement data stated that they didn’t have any data to give Complainant. in fact in a earlier filing on Monday September 18, 2023, Complainant pointed out two key statements in which doesn’t allow Respondent more time to stall the process and give the Respondent additional time to delay, as they failed to introduce or forward any DR documentation when specifically requested.
5. Complainant not only once, but twice opened up the invitation of setting up a conference call between a Twilio Channel Manager, the Respondent and the Complainant, to discuss the documentations exhibited , not once, but twice, yet Respondent fails to respond to the Complainant and Respondent has shown no motivde towards actually rectifying this matter.
6. Complainant further to submit data proof will supply both emails, sent to numerous parties.
7. Respondents want to further impede the time and instead of restoring utilty services like they should, would rather ask for more time to stall the process and interfere with the process and continue using deceptive and deceiving tactics, instead of doing the correct thing and restoring utilty services.
8. Respondent further wants to impede the process by stalling and continue to practice in the manner of hoping the Complainant will just give up in the matter and Complainant will just eventually pay a balance that wasn’t owed on the said date of the illegal disconnection.
9. Respondent further wants to corrupt the process without submitting any factual data which supports that services should remain off while they “ try to get more data.”

10 Respondent in good faith and prior to the hearing scheduled for September 21, 2023 at 2:00 pm should submit a work order restoring services to the premises in question as a result of failing to oblige and honor the payment agreement exhibited upon them and since Respondent has failed to submit any conclusive facts supporting why services shall remain disconnected.

1. Under PSC rules, regulations and tariffs, it doesn’t allow the Respondent to manipulate the terms, conditions and the agreements of the said payment agreement in question, to allow the services to remain off. In fact, with services remaining off each day, the Respondent is in violations of all sections and paragraphs sub-sections of disconnections of services and all sections, paragraphs and sub-sections of payment agreement terms and conditions.
2. Respondents have manipulated, abused all sections, paragraphs and sub-sections and abused the process of PSC rules, regulations, tariffs, etc.
3. Respondents know they are in the wrong on this matter, yet instead of doing the right thing, they would rather impede the process and extend their manipulating terms past 122 days of an illegal disconnection of utility services.
4. Respondents counsel shall order their regulatory department as result of the failing to oblige to the payment agreement and to show they aren’t prejudice in this matter, shall order their regulatory departmenty to restore and reconnect all utility services by no later than 3 pm on Tuesday September 19, 2023. for the following articles below.
5. Failing to oblige by the payment agreement submitted from the direct source.
6. Failing to rectify the matter with the Complainant , as the Respondent was offered once again a generous timeline to clear the status up with the source directly in a conference call between all parties.
7. Purposely and failing to rectify the matter with the Complainant and ghosting the complainant again, when trying to reasonbly rectify the situation.
8. Respondent doesn’t want to have a conference call with Twilio and the Complainant at the same time, because the Respondent knows that they are in the wrong and Twilio will confirm the payment agreement uploaded to EFIS is accurate and favors the Complainant. Thus, would order a reconnection of utility services without payment.
9. Respondent wants further stall the process, in the fraudulent manner in which fails to allow the Complainant their due process right, in which services should have been restored upon submittal of the exhibit uploaded.
10. Respondent isn’t out to seek the truth in this matter. If anything, they have shown a clear history of wanting to continue to taint the process .
11. Respondents are no longer entitled to keeping services disconnected as a result of failing to oblige by the payment agreement, terms and conditions outlined in the agreement.
12. Respondentsd are no longer entitled to keeping services disconnected as a result of failing to rectify this matter with the Complainant and as a result of being given two opportunities to reach out and resolve this matter in a conference call with direct parties.
13. Complainant is entitled to further relief and further more immediate restoration of utility services as a result of Respondent failing to oblige by payment agreement.
14. It would furthermore paint a process of abuse and continued pattern of abuse and extreme prejudism if the Commission and the Honorable Judge Clark allowed for Respondent to keep services disconnected without any clear, proof that shows different than the payment agreement entered and exhibited to the Commission and Honorable Judge Clark.
15. Respondent in response to payment agreement has made unfound, untrue , unethical and absurd claims, because they don’t have the authorization or power in their control, as the payment agreements submitted thus confirm that Respondent is in the wrong and Complainant is entitled to the relief in the form of utility services being reconnected and restored.
16. If the Respondent wants to continue their frivilous, fraudulent, and impede the process of keeping utility services disconnected illegally the Commission and the Honorable Judge Clark should order that Respondents are required to reimburse and be prepared to give Complainant all monies owed for the forms the the generator, gas monies, circuit panels, cords, attachments as a result of Respondents illegal disconnection.

Whearas the Complainant prays that the Commission and the Honorable Judge Clark order Respondent Ameren Missouri to restore utility services and immediately demand Respondent to order reconnection of utility services by no later than 3 pm on Tuesday September 19, 2023, as a result of their illegal disconnection of services.

It would be continued further forms of abuse, fraud, deceptive and allowing Respondent to continue theri same deceptive behavior and prejudice behavior if Respondent wasn’t ordered to restore services as a result of their illegal actions.

 Respectfully,

 Brett Felber