

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

Dranel J. Clark and Aquilla Canada,	)	
Complainants,	)	
	)	
v.	)	Case No: EC-2024-0111
	)	
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 "the Company"), and for its *Answer and Affirmative Defenses* states as follows:

**Background**

1. On September 28, 2023, Dranel J. Clark and Aquilla Canada (“Complainants”) filed a formal complaint against the Company ("Complaint") with the Missouri Public Service Commission ("Commission").
2. On September 28, 2023, the Commission issued its Order Giving Notice of Case Filing, Directing an Answer, and Directing a Staff Investigation ("*Order*"), ordering Ameren Missouri to file an answer to the Complaint or request for mediation no later than October 30, 2023.
3. On October 24, 2023, in accordance with an option under the *Order*, the Company filed its Request for Mediation.
4. On October 25, 2023, an email from Complainants was filed in EFIS wherein Complainants do not agree to participate in mediation of their Complaint.
5. On October 25, 2023, the Commission issued its Order Denying Mediation Request and Extending Time Periods, which extended the time period for Ameren Missouri to file its answer until no later than October 31, 2023.

Answer

6. The Company hereby timely answers Complainants' Complaint.

7. Paragraphs 1, 2, and 3 of the Complaint are not allegations, and therefore, no response is required to those paragraphs.

8. Ameren Missouri admits the allegation set forth in paragraph 4 of the Complaint that it is a public utility under the jurisdiction of the Commission.

9. Complainant does not explain how the amount allegedly at issue was arrived at, and therefore, Ameren Missouri is without sufficient information to respond to the alleged amount in paragraph 5 of the Complaint.

10. Regarding paragraph 6 of the Complaint, Ameren Missouri has investigated Complainants' Complaint, and denies any billing errors occurred on their accounts. As for Complainants' request for "one due date and/or payment request per month," Ameren Missouri can enroll Complainants' account in the Pick a Due Date program, which allows them to select the day of the month that is most convenient for them to pay their Ameren Missouri energy bill, if they would like to be so enrolled. Ameren Missouri denies that the bills delivered to Complainants do not reflect "Around the clock billing cycles." Ameren Missouri denies that any over-charges occurred, and denies that any refund is due to Complainants. Ameren Missouri offers programs, such as the Medical Equipment Registry, that Complainants may wish to further explore.

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**\*\*\*** If there are any remaining allegations in paragraph 6 that have not been answered, Ameren Missouri denies the allegations.

11. Regarding paragraph 7 of the Complaint, Ameren Missouri denies that it has violated any statute, tariff, or Commission regulation or order. Ameren Missouri denies the Complainants' reference to Section 536.010(1), RSMo., is applicable. Section 536.010(1), RSMo, which is in the "Administrative Procedure and Review" chapter, provides the following definition (emphasis added):

"Affected small business" or "affects small business" means any potential or actual requirement imposed upon a small business or minority small business *through a state agency's proposed or adopted rule* that will cause direct and significant economic burden upon a small business or minority small business, or that is directly related to the formation, operation, or expansion of a small business.

Accordingly, the referenced definition relates to the evaluation of a state agency's proposed or adopted rules, and not to the subject matter of Complainants' Complaint. While Ameren Missouri admits that the Commission's Cold Weather Rule, 20 CSR 4240-13.055, applies to heat-related utility service from November 1 through March 31 each year, the Company denies that such Rule is applicable to the subject matter of the Complaint. Complainants do not allege any disconnection of service for nonpayment of bills during the Cold Weather Rule period nor any Cold Weather Rule payment agreement should have been established during such period.

12. Regarding paragraph 8 of the Complaint, Ameren Missouri admits that Complainants have contacted Ameren Missouri's customer service center multiple times over the last year, and Company customer care advisors tried to answer Complainants' questions. However, Ameren Missouri denies the remaining allegations in paragraph 8.

**Affirmative Defenses**

1. Complainants were properly billed for service at both their service addresses in the last year. \*\*

[Redacted]

2. Ameren Missouri's Commission-approved tariffs have the force and effect of law. *See e.g., State ex rel. Missouri Gas Energy v. Public Service Commission*, 210 S.W.3d 330, 337 (Mo. App. W.D. 2006).

3. Ameren Missouri's General Rules and Regulations, V. Billing Practices, F.

Transfer of Balances, at electric tariff sheet no. 132 states:

**F. TRANSFER OF BALANCES**

In the event of disconnection or termination of service at a separate customer metering point, premise or location, Company may transfer any unpaid balance to any other service account of the customer having a comparable class of service.

4. On August 22, 2023, a 10-day notice of potential disconnection was mailed to Complainants indicating disconnection could occur after September 1, 2023.

5. On August 30, 2023, in response to the Informal Complaint Complainants submitted through the Commission on August 29, 2023, the Company explained that Complainants could establish a payment agreement upon payment of \*\*

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6. Both the 10-day notice of potential disconnection and the payment agreement explanation occurred in August of 2023, which is not within the Cold Weather Rule time period of November 1 through March 31 each year.

7. The Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, and cannot require a refund, order damages or grant equitable relief. *See e.g., State ex. rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 695 (Mo. App. 2003); *American Petroleum Exchange v. Public Service Comm'n*, 172 S.W.2d 952, 956 (Mo. 1943). All of Complainant's claims for refund, damages or equitable relief are not within the Commission's jurisdiction.

**WHEREFORE**, the Company respectfully requests that the Commission set the matter of whether the Company has violated a statute, tariff, Commission regulation or Commission order, for hearing.

Respectfully submitted,

*/s/ Jermaine Grubbs*

**Jermaine Grubbs, # 68970**

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**Attorney for Union Electric Company  
d/b/a Ameren Missouri**

**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been emailed to the parties of record on this 27th day of October, 2023.

*/s/ Jermaine Grubbs*  
Jermaine Grubbs