

EC-2023-0395

Brett Felber  
VS  
Ameren Missouri

Complainants Response to Respondents Filing.

Complainant comes before the Commission and the Honorable Judge Clark to file a response to Respondents 5 pm filing for the order issued.

- 1) Complainant reached out to Ameren at approx 10:30 am on Wednesday November 1, 2023 and received a call back from Ameren Missouri at approx 10:57 am.
- 2) Complainant expressed to the customer service representative options to setup Cold Weather Rule Payment agreement. (See attached call log)
- 3) During the phone call the customer service representative with Ameren Missouri stated that he could no setup a payment agreement whill there was a open complaint with the MPSC.
- 4) Immediately after being denied a payment agreement under the CWR, Complainant reached out the AG's Office and initiated a complaint with the AG's Office as a denial of CWR was given and the AG's Office opened a active complaint.
- 5) Immediately after the AG phone call, Complainant filed a motion through EFIS informing the Commission and the Honorable Judge Clark that Complainant was denied a CWR.
- 6) Immediately filing a motion, Complainant reached out to the informal side of the PSC and filed a complaint about being denied.
- 7) Respondents reference in 2021 as to a default of a CWR is inaccurate, in fact it resulted in a complaint being filed with the AG's Office because Ameren has a three month billing glitch in total that lasted four bill cylces of inaccurate amounts that had to be fixed and correct, which I'm surprised Respondent doesn't mention the billing problem and upon the complaint with the AG's Office Ameren put me back on a agreement that I originally had, but it was CWR.
- 8) Respondents submitted new information to Complainant in which a letter dated October 30, 2023 in the bottom paragraph Ameren Missouri acknowledge the balance is in dispute and the direct response from Mrs. Krcmar is " As this Ameren Missouri account is involved in a pending formal MPSC complaint (File EC-2023-0395), there will be no further attempts to collect on this debt until the complaint proceedings are complete.
- 9) In Respondents response back to the order for a response, they are wanting 50% of the balance to restore services now.
- 10) Complainant must be missing something, for a party to write in their own words that while this is in formal complaint with MPSC there will be no further attempts to collect, however, Respondent is misleading not only I the Complainant, but the Commission and the Honorable Judge Clark, but now they want a payment?

11) Complainant asks the Commission and the Honorable Judge Clark to force Ameren to clarify their stance and why they sent me a certified letter stating they wouldn't try to collect on the matter, but yet are demanding a 50% payment? Seem as if the Respondents are trying to complicate the matter and again, use stalling methods.

12) Complainant is surprised that counsel only put Mrs. Krcmar's email and not the emails that Complainant submitted back to Mrs. Krcmar.

13) The Respondents waited until 4:39 pm on Wednesday November 1, 2023 to respond back to Complainant.

14) It was only after the Complainant filed a new complaint with the AG's Office and filed a complaint and Motion with the Commission that Respondent offered a payment agreement, even though they had already denied earlier in the day that complainant couldn't setup a payment agreement.

15) Complainant is surprised that Respondents legal counsel didn't submit the emails that Complainant sent to Mrs. Krcmar and counsel.

16) Complainant did in fact offer to make a payment to Respondents, not once, but twice, but it was after services were reconnected and Complainant's accountant would overnight them a cashier's check.

17) Respondent violated 20 CSR 4240-13.055.

18) Respondent thinks because 6 hours later and after two new complaints filed that Respondent shouldn't be held liable or responsible for a violation of 20 CSR 4240-13.055.

19) Complainant in both emails stated he wanted assurance from Ameren Missouri, as he believes that if he was to make a payment prior, that Respondent would demand more after.

20) Complainant is surprised that Respondents Counsel stated that it would be without payment as Complainant offered after services were restored that Complainant would reach out to his accountant to overnight a cashier's check for \$ [REDACTED], even though he doesn't believe he owes that, as there is a billing dispute.

21) Respondents response to the Commission should be denied, as they have failed to tell the accurate story of what has been said on the CWR.

22) Respondent again, is blaming their clear violations on 20 CSR 4240-13.055.

23) Complainant is willing to do either of the two options below.

A) Respondent clarifies their stance in the letter dated October 30, 2023 where Mrs. Krcmar specifically stated they would not try to collect on this debt until the complaint proceedings are complete. I fail to comprehend or maybe my comprehension just isn't there, but demanding a payment of \$ [REDACTED] that is written on paper that you aren't going to attempt to collect, is misleading, hypocritical and breaches what the letter states.

The Commission and the Honorable Judge Clark should deny Ameren's response, issue a default judgment for violating 20 CSR 4240-13.055. Ameren Missouri denied me the CWR on the initial call that was placed to them. Ameren Missouri and the Respondents only offered the CWR after the fact and six hours later, because they knew they violated that and only after two complaints were registered against them.

The Commission and the Honorable Judge Clark should order that Ameren restore services to the premises by no later than Friday November 3, 2023, as a result of violation of 20-CSR 4240-13.055. In addition based on the letter that Mrs. Krcmar sent to Complainant should require 0 down until the complaint is completed as stated in the letter Ameren sent complainant.

Or two, the Commission and the Honorable Judge Clark if Ameren is demanding a payment and trying to contradict their own letter. Ameren should be ordered to restore services first, prior to any payment being given to Ameren and upon restoration of services by Ameren Missouri, Complainant will certify mail from his bank and personal accountant a certified cashiers check in the amount of \$ [REDACTED]. That would be in the hands of Ameren Missouri by no later than Monday November 6, 2023.

Then again, Ameren stated during the evidentiary hearing and Mrs. Krcmar stated that if you engage in a payment agreement that you are agreeing to the charges on your bill, so there would need to be some better clarification on that.

It seems to me that Respondents are trying to change their policies as they go or when they are clearly caught in violation of something.

Personally, I believe that based off Mrs. Krcmar's letter on the 30<sup>th</sup> stating that until the complaint proceedings are complete Ameren should honor \$ [REDACTED] down and the Commission and Honorable Judge Clark should rule in favor the Complainant on this disposition. Demanding payment goes against, exactly what Ameren's liasion specifically stated.

Attached is the emails sent to Mrs.Krcmar and the letter Ameren sent.

Brett Felber  
[REDACTED]