

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

Dranel J. Clark and Aquilla Canada,	)	
	)	
Complainants,	)	
	)	
v.	)	<b><u>File No. EC-2024-0111</u></b>
	)	
Union Electric Company d/b/a Ameren	)	
Missouri	)	
	)	
Respondent.	)	

**LIST OF ISSUES, WITNESSES, EXHIBITS, AND POSITION STATEMENTS**

**COMES NOW** the Staff of the Missouri Public Service Commission (“Staff”), by and through the undersigned counsel, on behalf of itself, Dranel J. Clark and Aquilla Canada (“Complainants”), and Union Electric Company d/b/a Ameren Missouri (“Ameren” or “Respondent”), and hereby files the following *List of Issues, Witnesses, Exhibits, and Position Statements*:

**I. LIST OF ISSUES**

1. Did Ameren err in billing Complainants and/or reflecting payments made on the account from September 2021 through October 2023?
2. Did Ameren place Complainants on the correct rate plan for billing from September 2021 through October 2023?
3. Did Ameren violate the Cold Weather Rule, 20 CSR 4240-13.055, in its provision of electric service to Complainants?
4. Did Ameren fail to inform and/or allow Complainants to sign up for a medical hardship program?

5. Based on the Commission's finding on Issues 1-4, what relief does the Commission have the authority to grant in this Complaint, and should it grant such?

## **II. ORDER OF WITNESSES AND CROSS EXAMINATION**

1. Complainants  
Aquilla Canada  
Dranel J. Clark  
Order of Cross-examination: Staff, Ameren
2. Ameren  
Aubrey Kcymar  
Order of cross-examination: Staff, Complainant
3. Staff  
Sarah Fontaine  
Order of cross-examination: Ameren, Complainant

## **III. LIST OF EXHIBITS**

1. Complainants  
Complainants anticipate having upwards of 50 exhibits, including:
  - Bills
  - Email communications
  - Confirmation of payment texts and emails
  - Complainant recordings
  - Proof of payments from third party insurance company/payment initiation and completion
  - Written statement of Crystal Hurley
  - Written statement of Tony Olivastro
  - Written statement of Tamika Cole
2. Ameren

Exh. 100	Billing Statements
Exh. 101	Payment History
Exh. 102	Account Activity Statement
Exh. 103	Contact Logs
Exh. 104	Call recording 8-25-2023
Exh. 105	Disconnect Notices

3. Staff  
Staff Report

#### IV. POSITION STATEMENTS

1. Complainants: As stated in the complaint, Ameren billed us on numerous occasions twice per month. For example, in August of 2023. Ameren did in fact ask for two different due dates. Along with two different due amounts. After reviewing our bills from the old service address. We also, noticed for the last 14 days of service at the previous residence. Between June 15th to June 30th when service was stopped. Ameren divided that bill into four different payments from June 16th to the 21<sup>st</sup>, 22nd to the 27<sup>th</sup>, and then finally from the 28th through July 7th. Although again service was terminated June 30th.

Upon moving to our new residence. Services were transferred from our prior address. At which location we were being billed at a peak time service rate rather than a around the clock billing rate. Of which no choice was offered. In fact, we were unaware of the options of payment plans offered by Ameren at all. Until it was brought to our attention by an ex corporate employee of Ameren. Home just so happens to be my sister. After asking her to review our billing statements and usage, we were enlightened with the information of there being a payment option available for Ameren utility customers or residents. This was also mentioned in the informal complaint that was filed by us in August of 2023. After receiving our very first bill at the new residence, which was a disconnection bill in the amount of \$154 to remain connected to electric services at our new residence. After the prior service was paid in full in June not July. When we requested around the clock

billing at our new residence, the representative was shocked that we even knew that we had the option to do so. Stating that they do not make customers privy to these options. Unless they ask about them. After final review of both accounts usage and estimated usage at both locations are an exact duplicate.

In regard to the cold weather rule it states that any residents between November and April do not have to worry about disconnect. However we were not even informed that the cold weather rule existed. However, the Cold weather rule's existence should not have affected us in any regard. Due to our bill being paid in full monthly. In fact, in agreement with the Commission's findings. The representative is not informing customers of any options available to them in regard to the Cold weather rule and other programs. Especially, to those residence like ourselves who suffer from disabilities. Therefore, live on a fixed income. Threat of disconnect for us is life threatening. Mr. Clark for example requires the use of a C-pap machine. Not to mention, I am legally blind myself. Our utility bills are paid through a third party insurance company allowance amount. To be divided between all of our utility bills monthly. Threat of disconnect was given to us not only once, but twice between both residential locations. During the time frame of the Cold weather rule time frame.

On several occasions over the duration of the accounts existence. We have been left with no choice but to take our issues with Ameren. As the only electricity provider in the state of Missouri. Ameren Supervisor and representatives, have bluntly challenge us to move forward in regard to our billing issues and complaints. We have not been taken serious by the company. We have been insulted and disregarded on numerous occasions as well. We have been

lied to in terms of payment options. Furthermore, unbenonced to the company. Since January of 2023, a third-party insurance company allowance has been applied to the current account residence and meter. As well as the prior residence and meter. Therefore, documentation of all payment history since that time. Is being kept record of by Us and them. Ameren has become a Monopoly organization. Taking advantage of the fact that they are the only option for Missouri state residents, not able to go solar. Disabled residents like ourselves and those who do not have a minority-based business from home. Should not have to worry about being disconnected. When a payment has been applied to the account. As all prior account records do not match the amount or information on the next month's billing statement. Upon payment for electric services. The next month's bill increases instead of decreasing. All over payment amounts. Are filed as additional charges, rather than the credits that they are supposed to be accounted as. Usage of this over payment credit, is being used without authorization being given at any time for usage of credit. To which we were told we did not do within a certain time frame. To which no time frame was or to date has been given. We have been threatened disconnected before even accumulating any amount over \$200.00. While others have bills totaling the thousands.

Had we moved out of the service area a check was to be mailed to our new primary residence. Yet, upon request for this to be done. We were told Ameren doesn't do that.

We plan to address any and all claims made by us in regards to the complaint that we have filed. Even the offer from Ameren to reduce our bill amount to zero, if we dropped the complaint.

However, this is not and has never been for that matter about money alone. This is about what is right, and what is wrong. Taking advantage of Missouri state residence. Simply because, the Ameren company feels it can is wrong. This is our position in regard to the case. This is what we will be addressing and providing on the 21st of May, 2024. Thank you for the Public Service Commission's time and consideration of the matter at this time and juncture.

2. Ameren: Ameren has not violated any statutes, Commission rules, or Commission-approved tariffs in the provision of electric service to Complainants.

Ameren correctly billed the Complainants for usage and correctly credited payments made by Complainants to their account. \*\* [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] . \*\*

Ameren billed the Complainants for usage under the correct rate plan.

\*\* [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] . \*\*

Ameren Missouri did not violate the Cold Weather Rule in the provision of service to the Complainants. \*\* [REDACTED]

[REDACTED]

[REDACTED] .\*\*

Ameren Missouri did not fail to inform, or fail to allow, Complainants to

\*\* [REDACTED] .\*\* \*\* [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] .\*\*

3. Staff: Staff has discovered no violations of any applicable statutes, Commission rules, or Commission-approved tariffs by Ameren related to this complaint. However, Staff does recommend that Ameren examine its internal call center procedures to develop ways to be more proactive in identifying and guiding elderly/disabled low income customers to register under the Cold Weather rule.

**WHEREFORE**, the undersigned counsel submits this *List of Issues, Witnesses, Exhibits, and Position Statements*.



Respectfully submitted,

**/s/ Travis J. Pringle**

Travis J. Pringle

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**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed, hand delivered, transmitted by facsimile or electronically mailed to all counsel and/or parties of record on this 14th day of May, 2024.

**/s/ Travis J. Pringle**