

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service  
Commission held at its office in  
Jefferson City on the 7th day of  
August, 2024.

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

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

**REPORT AND ORDER**

Issue Date: August 7, 2024

Effective Date: September 6, 2024

**I. Procedural History**

On September 28, 2023, Dranel Clark and Aquilla Canada (“Complainants”) filed a formal complaint against Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri”).<sup>1</sup> The Complaint alleged numerous violations from Ameren Missouri, specifically that the Complainants had been overbilled, their billing statements had not properly reflected credits and payments, they had been billed multiple times in the same month(s), they had not been advised by Ameren Missouri of their options for medical hardships and

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<sup>1</sup> *Formal Complaint (Public and Confidential)* (Sep. 28, 2023).

other forms of relief possibly available to them, and that disconnections and threats thereof had been improper due to Cold Weather Rule<sup>2</sup> protections.<sup>3</sup>

On September 28, 2023, the Commission issued notice and directed Ameren Missouri to satisfy the complaint or file an answer.<sup>4</sup> The Commission directed the Staff of the Commission (Staff) to investigate the complaint and report its findings and recommendations to the Commission. Staff filed a report on December 20, 2023.<sup>5</sup>

On January 2, 2024, the Commission designated the case a small formal complaint under Commission rules<sup>6</sup> and extended the 100-day deadline for filing of a recommended report and order in a small formal complaint case because adequate time did not exist to conduct a hearing before expiration of the period.

The Commission scheduled a prehearing conference on January 17, 2024,<sup>7</sup> but the Complainants did not appear.<sup>8</sup> Another prehearing conference was scheduled for February 9, 2024, for the parties to determine a procedural schedule.<sup>9</sup>

An evidentiary hearing was then scheduled and held on May 21, 2024, virtually by WebEx. All parties appeared at the hearing. During the evidentiary hearing the Commission admitted the testimony of five witnesses and received seven exhibits into evidence with the expectation of several more exhibits to be late-filed by the Complainants. Aquilla Canada, Complainant; Dranel Clark, Complainant; Anthony (“Tony”) Olivastro, Friend and

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<sup>2</sup> 20 CSR 4240-13.055.

<sup>3</sup> *Formal Complaint (Public and Confidential)* (Sep. 28, 2023).

<sup>4</sup> *Order Giving Notice of Case Filing, Directing an Answer and Directing a Staff Investigation* (Sep. 28, 2023).

<sup>5</sup> *Staff Report (Public and Confidential)* (Dec. 20, 2023), Ex. 200.

<sup>6</sup> 20 CSR 4240-2.070(15).

<sup>7</sup> *Order Setting Procedural Conference and Extending the Time to Issue a Recommended Report and Order* (Jan. 2, 2024).

<sup>8</sup> Tr. Vol. 1, p. 3, ll. 2-4.

<sup>9</sup> *Order Setting Procedural Conference* (Jan. 29, 2024).

Tenant, testified for Complainants; Aubrey Krcmar, Regulatory Liaison, Ameren's Regulatory Affairs Department, testified for Ameren Missouri; and Sarah Fontaine, Senior Research Data Analyst, testified for the Staff. The Commission also took official notice of the Stipulation and Agreement in Case Number ER-2019-0335 and the order granting variance in Case Number EE-2021-0103,<sup>10</sup> as well as some tariffs in effect as of the relevant time periods in this case.

A total of 109 exhibits were received by May 23, 2024 and filed on May 29, 2024 and the parties were given a deadline to object by June 5, 2024,<sup>11</sup> seven days later.<sup>12</sup> Ameren Missouri objected to each of those exhibits for lack of foundation, hearsay, best evidence rule and relevance.<sup>13</sup> Respondent's objections to Complainants' exhibits 1C through 99C and 1000C through 1010C are overruled. Complainants' exhibits 1C through 99C and 1000C through 1010C are admitted.

After addressing a correction to its Report during the hearing, Staff filed an *Errata Sheet* on May 24, 2024<sup>14</sup> and on June 3, 2024, Ameren Missouri filed its *Response to Staff's Errata Sheet*.<sup>15</sup>

Briefs were ordered to be filed by June 10, 2024.<sup>16</sup> Staff and Ameren Missouri filed briefs on June 10, 2024, and Complainants filed a brief<sup>17</sup> on June 12, 2024. Upon submission of briefs, the case was deemed submitted for the Commission's decision.<sup>18</sup>

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<sup>10</sup> Tr. Vol. 3, p. 87, l. 22 through p. 88, l. 1.

<sup>11</sup> *Order Extending Deadline for Objections* (June 4, 2024).

<sup>12</sup> Commission Rule 20 CSR 4240-2.130(17) allows the filing of objections to the admission of post-hearing exhibits no later than 10 days after they are filed.

<sup>13</sup> *Objections to Complainants' Exhibits* (June 5, 2024).

<sup>14</sup> *Staff's Errata Sheet* (May 24, 2024), EFIS Item 32.

<sup>15</sup> *Ameren Missouri's Response to Errata Sheet* (June 3, 2024).

<sup>16</sup> Commission Rule 20 CSR 4240-2.140(2).

<sup>17</sup> This document also responded to Ameren Missouri's *Objections to Complainants' Exhibits*.

<sup>18</sup> Commission Rule 20 CSR 4240-2.150(1).

The Commission issued a *Recommended Report and Order* on July 9, 2024.<sup>19</sup> Complainants filed a response to the *Recommended Report and Order* on July 15, 2024.<sup>20</sup> Upon consideration of the filing, the Commission enters this Report and Order with some changes to the decision as well as the findings of fact.

## **II. Findings of Fact**

1. Union Electric Company d/b/a Ameren Missouri is a utility regulated by this Commission.
2. Complainants are customers of Ameren Missouri for electric service.<sup>21</sup>
3. Complainants filed an informal complaint on August 29, 2023<sup>22</sup> after receiving a disconnection notice scheduled for September 1, 2023.<sup>23</sup>
4. This was followed by a formal complaint filed on September 28, 2023<sup>24</sup> after no resolution had been found.
5. Complainants assert the amount at issue is \$311.49, the outstanding amount of charges at the time of filing of the Complaint.<sup>25</sup>
6. Complainants held an account with Ameren Missouri at the Spruce address from September 1, 2021 until June 30, 2023.<sup>26</sup>

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<sup>19</sup> *Recommended Report and Order* (July 9, 2024).

<sup>20</sup> *Response to Notice of Recommended Report and Order* (July 15, 2024).

<sup>21</sup> Tr. Vol. 3, p. 105, ll. 2-4.

<sup>22</sup> Tr. Vol. 3, p. 102, ll. 18-23.

<sup>23</sup> Tr. Vol. 3, p. 102, ll. 21-23, Ex. 105C.

<sup>24</sup> *Formal Complaint (Public and Confidential)* (September 28, 2023). The Complaint included allegations regarding the Complainants' business E-I-T Enjoy-It-Together LLC, which the Complainants allege was also affected. The Complainants are not attorneys and cannot represent the business and the business was not a party to the Complaint. Therefore, those allegations are not addressed herein.

<sup>25</sup> Tr. Vol. 3, p. 103, ll. 23-24, p. 105, ll. 2-4.

<sup>26</sup> Tr. Vol. 3, p. 23, ll. 20-22, p. 59, ll. 14-16.

7. Complainants closed their account at the Spruce address effective June 30, 2023.<sup>27</sup>

8. The dates of service at the Spruce address were typically from the middle of one month until the middle of the following month.<sup>28</sup>

9. The only bills that differed were the first bill, with service dates of September 1, 2021 to September 11, 2021,<sup>29</sup> when the Complainants opened their account,<sup>30</sup> and the final bill, with service dates of June 14, 2023 to June 30, 2023,<sup>31</sup> when the Complainants closed their account.<sup>32</sup>

10. Complainants opened their account at the Waldorf address on June 26, 2023.<sup>33</sup>

11. The dates of service at the Waldorf address are typically from the last week of one month to the last week of the following month.<sup>34</sup>

12. Complainants received one bill each month generated from September 15, 2021 until July 27, 2023.<sup>35</sup>

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<sup>27</sup> Tr. Vol. 3, p. 23, ll. 20-22.

<sup>28</sup> Ex. 100C, pp. 6-86.

<sup>29</sup> Ex. 100C, p. 1.

<sup>30</sup> Tr. Vol. 3, p. 59, ll. 14-16.

<sup>31</sup> Ex. 100C, p. 90.

<sup>32</sup> Tr. Vol. 3, p. 23, ll. 20-22.

<sup>33</sup> Ex. 100C, p. 93.

<sup>34</sup> EX. 100C, pp. 93-110.

<sup>35</sup> Ex. 100C, pp. 1-93.

13. In July 2023, two bills were issued to the Complainants, the first on July 7 as the last bill at the Spruce address,<sup>36</sup> and the second on July 27<sup>37</sup> as the first bill at the Waldorf address.<sup>38</sup>

14. The first bill, generated on July 7, 2023, totaled \$180.53 and included a previous balance carried forward of \$108.82, current charges of \$90.04, and an \$18.33 credit for the Spruce address deposit erroneously listed as an “Additional Charge” on the first page of the bill.<sup>39</sup>

15. The credit was applied to the outstanding balance,<sup>40</sup> leaving a total of \$71.71 for new charges on the July 7, 2023 bill.<sup>41</sup>

16. The July 7, 2023 bill included billing for services from June 14, 2023 through June 30, 2023 at the Spruce address that had not yet been billed.<sup>42</sup>

17. The July 7, 2023 bill also states, “If the prior balance has been paid, pay current amount of \$71.71 only.”<sup>43</sup>

18. Complainants paid \$108.82 on July 11, 2023<sup>44</sup> leaving outstanding the remainder of the final bill at the Spruce address of \$71.71, which was then carried over to the Waldorf address.<sup>45</sup>

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<sup>36</sup> Tr. Vol. 3, p. 144, l. 25 through p. 145, l. 1.

<sup>37</sup> Ex. 100C, pp. 89, 93.

<sup>38</sup> Tr. Vol. 3, p. 190, ll. 17-19.

<sup>39</sup> Ex. 100C, p. 89-91. Witness Aubrey Krcmar stated in testimony that this language has been changed to reflect “Additional Adjustments” as of September 2023. Tr. Vol. 3, p. 69, l. 24 through p. 70, l. 2.

<sup>40</sup> Tr. Vol. 3, p. 145, ll. 3-4.

<sup>41</sup> Tr. Vol. 3, p. 166, l. 25 through p. 167, l. 3.

<sup>42</sup> Ex. 100C, p. 90.

<sup>43</sup> Ex. 100C, p. 89; Tr. Vol. 3, p. 65, ll. 9-13.

<sup>44</sup> Ex. 102C, p. 3; Tr. Vol. 3, p. 33, ll. 22-24, p. 166, ll. 16-17.

<sup>45</sup> Ex. 100C, p. 93; Tr. Vol. 3, p. 167, ll. 8-10.

19. The first bill at the Waldorf address included the \$71.71 transferred from the remaining bill at the Spruce address<sup>46</sup> and included \$157.88 for services that month at the Waldorf address, totaling \$229.59.<sup>47</sup>

20. Complainants paid \$75.00 on August 15, 2023,<sup>48</sup> leaving outstanding \$154.59<sup>49</sup> for electric services at the Waldorf address from June 26, 2023 to July 25, 2023.<sup>50</sup>

21. The bill issued August 25, 2023 reflected the \$75.00 payment, but also included charges of \$235.23 for electric services from July 25, 2023 to August 23, 2023, as well as a late charge of \$1.67 for a total bill of \$391.49.<sup>51</sup>

22. Another payment was made of \$80.00 on September 8, 2023,<sup>52</sup> leaving remaining an outstanding bill of \$311.49,<sup>53</sup> the amount at issue in this case.<sup>54</sup>

23. Ameren Missouri customers were initially to be defaulted to the Daytime/Overnight rate plan beginning January 1, 2021.<sup>55</sup> That default date was delayed to June 1, 2021,<sup>56</sup> both prior to either of Complainants' accounts opening.

24. Customer bills reflect the meter reading type and the usage type as actual or estimated.<sup>57</sup>

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<sup>46</sup> Ex. 100C, pp. 93-94, 98; Tr. Vol. 3, p. 167, ll. 3-10.

<sup>47</sup> Ex. 100C, p. 97.

<sup>48</sup> Ex. 100C, p. 103; Ex. 102C, p. 4; Tr. Vol. 3, p. 157, ll. 5-8.

<sup>49</sup> Ex. 100C, p. 101.

<sup>50</sup> Ex. 100C, pp. 97-101.

<sup>51</sup> Ex. 100C, pp. 101-103.

<sup>52</sup> Ex. 100C, pp. 105-107; Ex. 102C, p. 4; Tr. Vol. 3, p. 157, ll. 22-23.

<sup>53</sup> Ex. 100C, p. 105; Tr. Vol. 3, p. 104, ll. 23-24.

<sup>54</sup> *Formal Complaint (Public and Confidential)*; Tr. Vol. 3, p. 105, ll. 3-4

<sup>55</sup> Case No. ER-2019-0335, Corrected and Non-Unanimous Stipulation and Agreement filed February 28, 2020, approved by Commission Order Approving Stipulation and Agreements effective March 28, 2020.

<sup>56</sup> Case No. EE-2021-0103, Order Granting Variances and Waivers, effective November 28, 2020.

<sup>57</sup> Tr. Vol. 3, p. 60, ll. 21-25 and p. 204, ll.6--10.

25. Complainants called Ameren Missouri on August 25, 2023 requesting to change their rate to the Anytime Users rate plan.<sup>58</sup>

26. A disconnection notice was generated on February 18, 2022.<sup>59</sup>

27. Complainants were called once on March 2, 2022 regarding disconnection and a voicemail was left.<sup>60</sup>

28. Ameren Missouri called again on March 3, 2022 with one of the Complainants answering the phone.<sup>61</sup>

29. Complainants' electric services were disconnected on March 4, 2022.<sup>62</sup>

30. Complainants were not sent a text message or email alert notification because they were not enrolled in the program to receive those notices.<sup>63</sup>

31. Complainants owed \$317.53 at the time of the March 4, 2022 disconnection.<sup>64</sup>

32. When they called to reconnect services on March 7, 2022, Complainants were charged a reconnection fee of \$5.21<sup>65</sup> and made two payments, one of \$50 and a second of \$144.77, totaling \$194.77. Ameren Missouri required these payments in order to reconnect services and allow the Complainants to pay the remainder of the outstanding balance on a payment plan of \$13.00 per month.<sup>66</sup>

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<sup>58</sup> Ex. 103C, p. 1. Tr. Vol. 3, p. 89, ll. 11-24.

<sup>59</sup> Ex. 200, p. 4.

<sup>60</sup> Tr. Vol. 3, p. 129, ll. 5-8.

<sup>61</sup> Tr. Vol. 3, p. 129, ll. 11-12.

<sup>62</sup> Tr. Vol. 3, p. 128, l. 22 through p. 129, l. 14.

<sup>63</sup> Tr. Vol. 3, p. 129, ll. 15-20.

<sup>64</sup> Ex. 100C, p. 21.

<sup>65</sup> Ex. 100C, p. 27; Ex. 102C, p. 1; Tr. Vol. 3, p. 206, ll. 4-13.

<sup>66</sup> Ex. 100C, p. 27; Ex. 102C, p. 1; Tr. Vol. 3, p. 226, ll. 16-20.



33. During the disconnection process in March 2022, Ameren Missouri did not contact 1,066 customers the requisite number of times due to a system error when an answering machine was reached.<sup>67</sup>

34. Of those customers, those who still were disconnected by March 8, 2022 had their reconnection fees waived and their services were reconnected.<sup>68</sup>

35. Witnesses Aubrey Krcmar and Sarah Fontaine explained that not contacting customers the requisite number of times prior to disconnection was a violation of a Stipulation and Agreement<sup>69</sup> made in Case No. EE-2019-0382.<sup>70</sup>

36. Witness Aubrey Krcmar testified that she believed Ameren Missouri sends out energy assistance options once a year prior to the Cold Weather Rule going into effect or, if not done, it would be possible to do so.<sup>71</sup>

37. Another disconnection notice was issued on August 22, 2023 for non-payment to be paid prior to September 1, 2023.<sup>72</sup>

38. This second disconnection was delayed as of the filing of the Complaint.<sup>73</sup>

39. Ms. Canada, Complainant, is legally blind.<sup>74</sup>

40. Mr. Clark, Complainant, requires the use of a Continuous Positive Airway Pressure ("CPAP") machine in order to sleep through the night.<sup>75</sup>

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<sup>67</sup> *Staff Errata Sheet.*

<sup>68</sup> Tr. Vol. 3, p. 206, ll. 4-13.

<sup>69</sup> In Case No. EE-2019-0382, Staff, Ameren Missouri, Office of the Public Counsel and AARP and the Consumers Council of Missouri signed a Unanimous Stipulation and Agreement requiring two phone calls 2-9 days prior to disconnection (7/22/2020; approved 7/29/2020).

<sup>70</sup> Tr. Vol. 3, p. 128, ll. 6-21.

<sup>71</sup> Tr. Vol. 3, p. 210, ll. 6-14.

<sup>72</sup> Ex. 105C, p. 1.

<sup>73</sup> Tr. Vol. 3, p. 102, l. 3 through p. 103, l. 3.

<sup>74</sup> Tr. Vol. 3, p. 77, l. 17, p. 136, ll. 6-7.

<sup>75</sup> Tr. Vol. 3, p. 28, l. 13-14.

41. Complainants repeatedly requested Medical Equipment Registry paperwork at both the Spruce and Waldorf addresses.<sup>76</sup>

42. Ameren Missouri sent the Medical Equipment Registry paperwork by email to both email addresses on file a total of six times: 1) on August 29, 2022; 2) September 15, 2022; 3) October 17, 2022; 4) January 3, 2023; 5) September 5, 2023; and 6) October 25, 2023.<sup>77</sup> Completed forms were never returned.<sup>78</sup>

43. Complainants delivered the Medical Registration paperwork to their doctor.<sup>79</sup>

44. Ameren Missouri's Medical Equipment Registry Form specifically includes various types of electrically operated medical equipment, but does not include a CPAP for an adult; however, there is an "other" option.<sup>80</sup>

45. Witness Aubrey Krcmar testified that critical equipment registered by a customer could be used through a load limiter, which allows a certain amount of electricity to support critical medical equipment, but not to run everything within a home.<sup>81</sup>

46. Krcmar also testified that a CPAP machine is not considered critical equipment because it can be easily transported to another location.<sup>82</sup>

47. Ameren Missouri "advisors," or call services representatives, might find indicators during a call, but try not to overstep or irritate their customers by assuming or asking if a customer is low income, elderly, or disabled.<sup>83</sup>

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<sup>76</sup> Tr. Vol. 3, p. 91, l. 5 through p. 93, l. 24.

<sup>77</sup> Ex. 103C, p. 1-2; Tr. Vol. 3, p. 91, l. 5 through p. 93, l. 24.

<sup>78</sup> Tr. Vol. 3, p. 93, l. 4 through p. 94, l. 13.

<sup>79</sup> Tr. Vol. 3, p. 28, ll. 8-14, p. 42, l. 23 through p. 43, l. 2, p. 92, ll. 10-17.

<sup>80</sup> Ex. 106P.

<sup>81</sup> Tr. Vol. 3, p. 108, ll. 5-18.

<sup>82</sup> Tr. Vol. 3, p. 108, ll. 1-3.

<sup>83</sup> Tr. Vol. 3, p. 111, l. 18 through p. 112, l. 13.

### **III. Conclusions of Law**

A. Ameren Missouri is a public utility as defined by Section 386.020(43), RSMo. Furthermore, Ameren Missouri is an electrical corporation as defined by Section 386.020(15), RSMo. Therefore, Ameren Missouri is subject to the Commission's jurisdiction pursuant to Chapters 386 and 393, RSMo.

B. Section 386.390, RSMo, states that a person may file a complaint against a utility, regulated by this Commission, setting forth violation(s) of any law, rule or order of the Commission. Therefore, the Commission has jurisdiction over this complaint.

C. The Commission may take official notice to the same extent as the courts take judicial notice.<sup>84</sup>

D. Section 393.130.1, RSMo, requires every electrical corporation to provide safe and adequate "service instrumentalities and facilities."

E. Among the general powers of the Commission is the authority, pursuant to Section 393.140(11), RSMo, to require every electrical corporation to file with the Commission and to print and keep open to public inspection "schedules showing all rates and charges made, ... all forms of contract or agreement and all rules and regulations relating to rates, charges or service used or to be used."<sup>85</sup>

F. Such rate schedules and rules and regulations are commonly referred to as "tariffs."<sup>86</sup>

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<sup>84</sup> Section 536.070(6), RSMo (2016).

<sup>85</sup> See also *State ex rel. Inter-City Beverage Co., Inc. v. Pub. Serv. Comm'n*, 972 S.W.2d 397, 400 (Mo. App. W.D. 1998).

<sup>86</sup> In the context of cases before the Commission, the terms "tariffs" and "rate schedule" are synonymous. See *State ex rel. AG Processing, Inc. v. Pub. Serv. Comm'n*, 311 S.W.3d 361, 364 n.3 (Mo. App. W.D. 2010).

G. A tariff is a document that lists a public utility's services and the rates for those services.<sup>87</sup> Both a utility and its customers are presumed to know the contents and effect of published tariffs.<sup>88</sup>

H. Commission approved tariffs may also include provisions governing regulations, practices and services that are prescribed by the Commission and applicable to the public utility and its customers.<sup>89</sup>

I. A tariff approved by the Commission becomes law and has the same force and effect as a statute enacted by the General Assembly.<sup>90</sup>

J. Ameren Missouri's tariffs allow a transfer of an unpaid balance to any other service account of the customer having a comparable class of service.<sup>91</sup>

K. The Commission's Cold Weather Rule states, in pertinent part, registered disabled customers will have filed with the utility a medical form submitted by a medical physician that natural gas or electric services are necessary to maintain life or health or a formal award letter from the federal government of disability benefits.<sup>92</sup>

L. The burden of showing that a regulated utility has violated a law, rule or order of the Commission is with the Complainants.<sup>93</sup>

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<sup>87</sup> *State ex rel. Mo. Gas Energy v. Pub. Serv. Comm'n*, 210 S.W.3d 330, 337 (Mo. App. W.D. 2006) (quoting *Bauer v. Sw. Bell Tele. Co.*, 958 S.W.2d 568, 570 (Mo. App. E.D. 1997)).

<sup>88</sup> *A.C. Jacobs & Co., Inc. v. Union Elec. Co.*, 17 S.W.3d 579, 585 (Mo. App. W.D. 2000) (citing *Bauer v. Sw. Bell Tele. Co.*, 958 S.W.2d 568, 570 (Mo. App. E.D. 1997)).

<sup>89</sup> See Section 386.270, RSMo (2016); *A.C. Jacobs & Co., Inc. v. Union Elec. Co.*, 17 S.W.3d 579, 581-85 (Mo. App. W.D. 2000) (approved tariff that is not subject to challenge is deemed lawful and reasonable and establishes rules governing utility's duty to customers).

<sup>90</sup> *Bauer v. Sw. Bell Tele. Co.*, 958 S.W.2d 568, 570 (Mo. App. E.D. 1997).

<sup>91</sup> Union Electric Company d/b/a Ameren Missouri, P.S.C. MO. No. 6 Second Revised Sheet 132 (effective July 9, 2020).

<sup>92</sup> 20 CSR 4240-13.055.

<sup>93</sup> In cases where a "complainant alleges that a regulated utility is violating the law, its own tariff, or is otherwise engaging in unjust or unreasonable actions,"... "the burden of proof at hearing rests with the complainant." *State ex rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 693 (Mo. App. 2003).

#### **IV. Decision**

After applying the facts to its conclusions of law, the Commission has reached the following decision. Complainants testified and offered evidence onto the hearing record to substantiate that they were billed twice in the month of July 2023 as well as having received Medical Equipment Registration paperwork that was then submitted to Mr. Clark's physician. Ameren Missouri presented credible evidence regarding the reasoning for the multiple bills in July 2023. Ameren Missouri explained that the bills of service for the Spruce address were typically dated from the middle of one month to the middle of the following month. The only exceptions to this were the first bill that began on September 1, 2021 and the final bill that ended on June 30, 2023.

Ameren Missouri further clarified that the Complainants' relocation to the Waldorf address in the middle of their billing cycle at the Spruce address required a final bill to generate after the relocation occurred, but covered only the final dates of service used at the Spruce address, specifically from June 14, 2023 to June 30, 2023. The Complainants opened their account at the Waldorf address on June 26, 2023, beginning a new billing cycle from the last week of one month to the last week of the following month for all subsequent bills. Although Complainants were understandably confused about receiving a first bill on July 7, 2023 and then a second on July 27, 2023, the bills individually covered the different accounts, the final for Spruce and the initial for Waldorf, respectively.

The latter bill also included a transfer of balance of \$71.71 from the first account that had yet to be paid after the July 11, 2023 payment of \$108.82 and deduction of \$18.33 for a deposit that was applied to the balance. Ameren Missouri's tariff states "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.”<sup>94</sup>

Complainants argued they were unaware of their plan type and did not request a change until August 25, 2023. However, Ameren Missouri customers have been required to be on the default rate the Daytime/Overnight Plan (now called Evening/Morning saver) since June 1, 2021,<sup>95</sup> months before Complainants used Ameren Missouri services. The rate plan default was explained to customers upon obtaining Ameren Missouri services and was noted on each bill issued to them. Ameren Missouri changed Complainants’ plan type to Anytime Users upon request on August 25, 2023.

Complainants argued that they were not subject to disconnection in September of 2023 due to Cold Weather Rule protections. The Cold Weather Rule applies only to the months of November 1 to March 31 each year.<sup>96</sup> The September disconnection notice is not subject to Cold Weather Rule provisions, only to rules, regulations, and Ameren Missouri’s tariffs in effect at that time. The March 4, 2022 disconnection does fall under the time period for the Cold Weather Rule, as well as the tariff regarding amount and type of notices given to customers prior to disconnection.<sup>97</sup> Ameren Missouri did not attempt two phone calls to the Complainants due to a system error during the first call in which the voicemail was mistaken for a live answer, which would not have required a second call.

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<sup>94</sup> MO P.S.C. No. 6, Second Revised Sheet 132, General Rules and Regulations, V. Billing Practices, F. Transfer of Balances.

<sup>95</sup> MO P.S.C. No. 6, Second Revised Sheet 54.4, Service Classification No. 1(M) R-Daynight Residential Daytime/Overnight Service, Availability (effective April 1, 2020) required the default rate type to be implemented by January 1, 2021, however, the Commission extended the requirement to June 1, 2021 in Case No. EE-2021-0103.

<sup>96</sup> 20 CSR 4240-13.055.

<sup>97</sup> MO P.S.C. No. 6, Second Revised Sheet 144, General Rules and Regulations, VII. Disconnection and Reconnection of Service, C. Residential Customer Contact and Notice of Disconnection (effective February 19, 2021).

Ameren Missouri took measures to waive the reconnection fees for customers who were still disconnected on March 8, 2022 and reconnected them. Ameren Missouri did not waive or credit the disconnection fee for Complainants who reconnected their electric services on March 7, 2022 with two payments totaling \$194.77 including an additional reconnection fee of \$5.21. The bill issued February 22, 2022 reflects \$317.53 due March 15, 2022. The billing statements reflect this by subtracting the payment of \$194.77 and adding the \$5.21 fee leaving the remaining balance of \$127.97 that was to be covered through a payment agreement of \$13.00 per month. The Complainants paid under this payment plan for the next ten months to completion.

Witness Aubrey Krcmar testified that Ameren Missouri advisors do not assume a customer's medical, economical condition or age, but do seek indicators during calls with customers in order to avoid unnecessary and potentially tedious discussions of financial or other assistance a customer may or may not have available to them. Medical Equipment Registry Forms were sent to Complainants a half dozen times over the course of over a year, having made their way to a physician, but never completed or returned. Ameren Missouri took various steps to both advise and assist Complainants in getting the forms completed and returned.

Finally, Complainants allege an amount at issue of \$311.49. Complainants claim that this is the amount of damages that they incurred as a result of the alleged overbilling and double billing. There is evidence of a violation of the tariff in Ameren Missouri attempting only one of the two required phone calls, 2-9 days prior to the disconnection on March 4, 2022. Ameren Missouri assures the Commission that this has been remedied and offered \$5.00 to rectify the Complainants' concerns. However, there is also a second

violation of overbilling due to the \$5.21 reconnection fee following the improper disconnection of Complainants' electric services.

Although Ameren Missouri violated their tariffs by only calling certain customers one of two required times 2-9 days prior to disconnection, Ameren Missouri and Staff agree that the issue was resolved and that Ameren Missouri will place two calls in the event that a voicemail system is reached moving forward. The Complainants received the required phone call on March 3, 2022, twenty-four hours prior to disconnection, making them aware of the pending disconnection and reconnected their electric services a few days later on March 7, 2022. The Complainants also paid a \$5.21 fee to reconnect their electric services that should not have been disconnected without proper notice.

Complainants have the burden to show that Ameren Missouri has violated a law, rule, or order of the Commission and have met that burden. Ameren Missouri violated their tariffs by providing one of two required disconnection notices 2-9 days prior to the scheduled disconnection due to a system error that has since been rectified. Complainants were then overbilled \$5.21 for a reconnection fee in which the disconnection should not have occurred. Thus, this allegation of the complaint succeeds and the Commission must rule in favor of the Complainants on this issue.

Under Commission Rule 20 CSR 4240-2.070(14), the regulatory law judge shall cause the parties to be notified that the Commission's decision will be final unless an application for rehearing is filed. The application for rehearing must be filed with the Commission before the effective date of this order, which is August 30, 2024.<sup>98</sup>

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<sup>98</sup> Section 386.500, RSMo (2016) and Section 386.515, RSMo (Supp. 2023).



If the Commission denies the application for rehearing, the parties then have 30 days after the denial is issued to file an appeal with the court of appeals.<sup>99</sup> If the Commission grants the application for rehearing, then the Commission will order appropriate actions at that time.

**THE COMMISSION ORDERS THAT:**

1. Respondent's objections to Complainants' exhibits 1C through 99C and 1000C through 1010C are overruled.
2. Complainants' exhibits 1C through 99C and 1000C through 1010C are admitted.
3. Dranel Clark and Aquilla Canada's complaint is granted as the charge for a reconnection fee should not have been issued by Ameren Missouri. Complainants are owed a credit of \$5.21.
4. All other remaining allegations in the complaint are denied.
5. If any party wishes to request a rehearing by the Commission, such request must be filed before September 6, 2024.
6. This order shall become effective on September 6, 2024.

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<sup>99</sup> Section 386.510, RSMo (Supp. 2023).

7. This case shall be closed on September 7, 2024.



**BY THE COMMISSION**

*Nancy Dippell*

Nancy Dippell  
Secretary

Hahn, Ch., Coleman, Holsman, Kolkmeier,  
and Mitchell CC., concur and certify compliance  
with the provisions of Section 536.080, RSMo (2016).

Fewell, Regulatory Law Judge

**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

**I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 7<sup>th</sup> day of August 2024.**



*Nancy Dippell*  
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**Nancy Dippell**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**August 7, 2024**

**File/Case No. EC-2024-0111**

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**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

**Sincerely,**



**Nancy Dippell  
Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.