

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

Nancy Hurt, )  
Complainant, )  
v. ) **File No. EC-2024-0108**  
Union Electric Company d/b/a Ameren )  
Missouri, )  
Respondent )

**NOTICE OF RECOMMENDED REPORT AND ORDER**

Issue Date: October 1, 2024.

The Regulatory Law Judge is issuing the Recommended Report and Order attached. Pursuant to Commission Rule 20 CSR 4240-2.070(15)(H), the parties have ten days to file comments supporting or opposing this recommended order.



**BY THE COMMISSION**

*Nancy Dippell*

Nancy Dippell  
Secretary

John T. Clark, Senior Regulatory Law Judge,  
by delegation of authority pursuant to  
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,  
on this 2nd day of October, 2024.

## **APPEARANCES**

### **Appearing for Nancy Hurt:**

**Nancy Hurt**, 21794 Potter Road, Kirksville, Missouri 63501

### **Appearing for Union Electric Company d/b/a Ameren Missouri:**

**Jennifer Hernandez**, Corporate Counsel, 1901 Chouteau Avenue, Saint Louis, Missouri 63103

### **Appearing for the Staff of the Missouri Public Service Commission:**

**Carolyn Kerr**, Senior Counsel, Governor Office Building, 200 Madison Street, Jefferson City, Missouri 65102-0360.

### **Appearing for the Office of the Public Counsel:**

**Lindsey VanGerpen**, Associate Counsel, P.O. Box 2230, Jefferson City, Missouri 65102.

**Regulatory Law Judge:** John T. Clark

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

Nancy Hurt,		)	
	Complainant,	)	
		)	
v.		)	<b><u>File No. EC-2024-0108</u></b>
		)	
Union Electric Company d/b/a Ameren		)	
Missouri,		)	
	Respondent	)	

**RECOMMENDED REPORT AND ORDER**

The Missouri Public Service Commission, having considered the competent and substantial evidence upon the whole record, makes the following findings of fact and conclusions of law. The positions and arguments of all of the parties have been considered by the Commission in making this decision. Any failure to specifically address a piece of evidence, position, or argument of any party does not indicate that the Commission did not consider relevant evidence, but indicates rather that omitted material is not dispositive of this decision.

**I. Procedural History**

Complainant, Nancy Hurt, filed a formal complaint with the Commission against Union Electric Company d/b/a Ameren Missouri (Ameren Missouri) on September 27, 2023. Ms. Hurt alleges that Ameren Missouri disconnected her electric service even though she was current on payment for electric service. Her complaint states that the amount at issue is \$4 million dollars. However, the core of Ms. Hurt’s complaint is that she does not believe that she should have to pay Ameren Missouri to opt out of having

an automated meter infrastructure (AMI)<sup>1</sup> meter. Ameren Missouri charges a one time fee of \$100 and a monthly charge of \$40.00 to opt out of having an AMI meter. Accordingly, the Commission addresses this complaint pursuant to Commission Rule, 20 CSR 4240-2.070(15), concerning small formal complaints.

On September 28, 2023, the Commission issued notice of the complaint and directed Ameren Missouri to file an answer to the complaint by October 28, 2023. The Commission also directed the Staff of the Commission (Staff) to file its report on this complaint by November 13, 2023. Staff later requested to have until December 21, 2023, to submit its report.

On December 20, 2023, Staff submitted its report and memorandum. Staff's report concluded that Ameren Missouri violated the Commission's rules by not including Spanish language instructions and by not including a statement that the customer may contact the Commission in its denial of service letters. Staff did not find that Ameren Missouri committed any violations related to its disconnection of service or AMI meter opt-out provisions.

The Commission scheduled a two-day evidentiary hearing for July 11-12, 2024. On July 9, 2024, Ms. Hurt requested that the Commission continue the hearing to a different date. Ms. Hurt's request was granted.

On August 20, 2024, the Commission conducted an evidentiary hearing via WebEx videoconference. During the evidentiary hearing, the Commission admitted the testimony of five witnesses and received 12 exhibits into evidence. Ms. Hurt testified on her own behalf. Ameren Missouri presented witnesses Aubrey Krcmar, Regulatory Liaison, and

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<sup>1</sup> Transcript Vol. 3, Page 212.

John Herron, Manager of the AMI Smart Meter Engineering Group. Staff presented witnesses Claire Eubanks, Manager of the Commission's Engineering Analysis Department, and Tammy Huber, a senior research and data analyst with the Commission's Customer Experience Department. In addition, the Commission took official notice of Ameren Missouri's approved tariff sheets 63, 129 and 142.

### **Confidential Information**

Customer specific information is confidential under Commission Rule 20 CSR 4240-2.135(2); however, the Commission may waive this provision under Commission Rule 20 CSR 4240-2.135(19) for good cause. Good cause exists to waive confidentiality as to Ms. Hurt's testimony at the evidentiary hearing. Ms. Hurt is the holder of her information and her choice to testify as to certain customer specific information in a public hearing waives that confidentiality as to confidential information testified about and because the Commission would be unable to write findings of fact or a decision that did not use some of Ms. Hurt's customer specific information. Ms. Hurt waived confidentiality of customer specific information that she testified to at the evidentiary hearing.<sup>2</sup> The confidential information disclosed in this Report and Order is the minimal amount necessary to support the decision.

## **II. Findings of Fact**

1. Ameren Missouri is a utility regulated by the Commission.

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<sup>2</sup> Transcript Vol. 3, Pages 5-6.

2. Ms. Hurt receives electrical service from Ameren Missouri at a part-time retirement residence.<sup>3</sup> Ms. Hurt believes Ameren Missouri violated a bilateral contract with her when it disconnected service for non-payment of AMI opt-out charges.<sup>4</sup>

3. In File No. EE-2019-0382 the Commission approved a unanimous stipulation and agreement authorizing Ameren Missouri to deploy AMI meters. As part of that stipulation and agreement, Ameren Missouri agreed to charge a one-time set-up charge for remote reading opt-out customers of \$100 and a monthly non-standard meter charge of \$40.

4. Ms. Hurt was aware that the Commission regulated Ameren Missouri's rates, but was not aware that Commission also regulates terms of service.<sup>5</sup>

5. In 2020 Ameren Missouri began replacing its older Automated Meter Reading (AMR) meters with newer AMI meters. AMR meters allow for one-way communication from the meter to Ameren Missouri. AMI meters allow for two-way communication with Ameren Missouri. The company providing the technology for AMR communication will no longer support that network after 2025.<sup>6</sup>

6. Benefits of AMI technology include reduced operation and maintenance expense, remote connection and disconnection, revenue protection, improved outage detection and notification, advanced rate options, and enhanced collection of operational and safety event data.<sup>7</sup>

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<sup>3</sup> Transcript Vol. 3, Page 9.

<sup>4</sup> Transcript Vol. 3, Pages 40,107.

<sup>5</sup> Transcript Vol. 3, Pages 107-108.

<sup>6</sup> Exhibit 200, Staff Report.

<sup>7</sup> Exhibit 200, Staff Report.

7. Ms. Hurt has an AMR meter that was purchased May 11, 2004, and installed on July 5, 2006. Therefore, Ms. Hurt's AMR meter is 20 years old.<sup>8</sup> Ms. Hurt's AMR meter is operational and working.<sup>9</sup>

8. Ameren Missouri witness John Herron, Manager of the AMI Smart Meter Engineering Group, testified that the lifespan of an AMR meter would be at least 20 years.<sup>10</sup>

9. AMR meters are remote read meters like the AMI meters. Both meters use 900-megahertz frequency radios to transmit data.<sup>11</sup> Ms. Hurt's AMR meter is electromechanical with an electronic radio that broadcasts a digital signal.<sup>12</sup>

10. AMR meters transmit more frequently than AMI meters. AMR meters provide data every five minutes to the network device and router. By contrast, AMI meters transmit data every four hours (six times daily). However, unlike AMR meters that only communicate from the meter to Ameren Missouri, AMI meters allow for two-way communication with Ameren Missouri.<sup>13</sup>

11. Ameren Missouri has been unable to buy new AMR meters since 2008.<sup>14</sup>

12. Ameren Missouri made several attempts from May 7, 2023, to September 25, 2023, to contact Ms. Hurt about exchanging her electric AMR meter.<sup>15</sup>

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<sup>8</sup> Transcript Vol. 3, Page 170.

<sup>9</sup> Transcript Vol. 3, Page 60.

<sup>10</sup> Transcript Vol. 3, Page 207.

<sup>11</sup> Transcript Vol. 3, Pages 170-171.

<sup>12</sup> Transcript Vol. 3, Page 181.

<sup>13</sup> Transcript Vol. 3, Pages 170-171.

<sup>14</sup> Transcript Vol. 3, Page 172.

<sup>15</sup> Exhibit 200, Staff Report.

13. Ameren Missouri implemented a communication plan to inform customers about the installation of AMI meters. An initial communication was sent to customers informing customers that their meters were going to be upgraded to AMI meters. That initial notice is followed up with a postcard when Ameren Missouri is three weeks from installing AMI meters in a customer's neighborhood.<sup>16</sup>

14. Ms. Hurt received a postcard in May 2023 offering an opt-out choice for Ameren Missouri's meter replacement. Ms. Hurt called the number on the postcard to opt-out of meter replacement. She was informed that she would need to pay a \$100 one-time fee and an additional \$40 per month to opt-out of having the meter at her residence replaced. Ms. Hurt informed Ameren Missouri's representative that she would not pay those charges.<sup>17</sup>

15. Ameren Missouri called again and Ms. Hurt again declined to pay to opt-out of having her meter replaced.<sup>18</sup>

16. After that Ameren Missouri called Ms. Hurt and left a voicemail. Ms. Hurt then ignored a second voicemail from Ameren Missouri.<sup>19</sup>

17. Ameren Missouri left a voicemail that gave additional information about nonstandard meters and the fees associated with a nonstandard meters (NSM) and requested that Ms. Hurt contact Ameren Missouri.<sup>20</sup>

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<sup>16</sup> Transcript Vol. 3, Pages 116-117.

<sup>17</sup> Transcript Vol. 3, Pages 26-27.

<sup>18</sup> Transcript Vol. 3, Page 27.

<sup>19</sup> Transcript Vol. 3, Page 27.

<sup>20</sup> Transcript Vol. 3, Pages 118-119.



18. Ameren Missouri did not receive a return call from Ms. Hurt and Ms. Hurt had not informed Ameren Missouri of any decision between an NSM and AMI meter.<sup>21</sup>

19. Ameren Missouri then sent a 30-day notification letter explaining the AMI installation process. Ameren Missouri did not hear back from Ms. Hurt.<sup>22</sup>

20. Ameren Missouri mailed another letter on August 18, 2023, informing Ms. Hurt that her services would be subject to disconnection after August 28, 2023, if she did not choose between an AMI meter or a NSM.<sup>23</sup>

21. John Herron testified that the \$40 covers some of the costs of sending an Ameren Missouri employee to the customer's residence to read the meter on a monthly basis.<sup>24</sup> The \$100 setup fee is to compensate Ameren Missouri sending an employee from its metering group to install a NSM.<sup>25</sup>

22. Staff first recommended that Ameren Missouri charge a one-time setup fee of \$150 and a \$45 monthly fee for opting out of AMI meters installation in File No. ER-2016-0179. As part of a settlement agreement those opt-out fees were reduced to a \$100 setup fee and \$40 per month in File No. EE-2019-0382.<sup>26</sup>

23. Claire Eubanks, Manager of the Commission's Engineering Analysis Department, testified that in her opinion Ameren Missouri would be violating its

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<sup>21</sup> Transcript Vol. 3, Page 119.

<sup>22</sup> Transcript Vol. 3, Page 119.

<sup>23</sup> Transcript Vol. 3, Page 119, and Exhibit 103 Ameren letters to Hurt.

<sup>24</sup> Transcript Vol. 3, Page 175.

<sup>25</sup> Transcript Vol. 3, Page 176.

<sup>26</sup> Transcript Vol. 3, Page 225-226, 230, and Exhibit 200, Staff Report. The transcript erroneously shows the file number as EC-2019-0382 instead of EE-2019-0382.

Commission approved tariff if it did not charge Ms. Hurt a \$100 setup fee and \$40 per month to opt-out of AMI meter replacement.<sup>27</sup>

24. Ameren Missouri was unable to provide the exact price it pays for AMI meters but indicated that it was in the three digits, but less than \$500. Ameren Missouri projects that AMI meters will have a lifespan of 20 years.<sup>28</sup>

25. Ameren Missouri has over 1.2 million AMI meters installed on its system. There are less than 1,000 NSMs installed on Ameren Missouri's system.<sup>29</sup>

26. Ameren Missouri has three call centers. One call center is in St. Louis, one call center is in Jefferson City, and a third call center is out of state and is answered by contractors with Ameren Missouri. Those contractors identify themselves as Ameren Missouri employees when speaking with Ameren Missouri customers.<sup>30</sup>

27. Ms. Hurt was current on her electric bills with Ameren Missouri. Ms. Hurt stated that even if an actual paper notice were prepared and sent to her, it was not opened because she was current on her bills and so the paper notice would have been thrown away as junk mail.<sup>31</sup>

28. During August and September of 2023, three Ameren Missouri employees visited Ms. Hurt's residence. Ms. Hurt informed all three employees that she opted out of the new meter program.<sup>32</sup>

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<sup>27</sup> Transcript Vol. 3, Page 222.

<sup>28</sup> Transcript Vol. 3, Pages 190-191.

<sup>29</sup> Transcript Vol. 3, Page 176.

<sup>30</sup> Transcript Vol. 3, Page 163.

<sup>31</sup> Transcript Vol. 3, Page 34.

<sup>32</sup> Transcript Vol. 3, Page 28.

29. The first Ameren Missouri employee told Ms. Hurt that he was there to install an NSM<sup>33</sup> in place of her AMR meter. That Ameren Missouri employee told Ms. Hurt that NSM meant “not a smart meter.” Ms. Hurt declined the NSM installation.<sup>34</sup>

30. NSMs require a manual monthly meter reading by an Ameren Missouri employee.<sup>35</sup>

31. According to Ameren Missouri’s records, Ameren Missouri attempted to install a NSM on June 13, 2023 at Ms. Hurt’s residence. However, Ms. Hurt was adamant that she wanted to keep her existing AMR meter.<sup>36</sup>

32. The second Ameren Missouri employee knocked on Ms. Hurt’s door, asked her name, and placed a doorknob fob on her doorknob. The Ameren Missouri employee wrote “refused” on the doorknob fob.<sup>37</sup>

33. On September 25, 2023, Ameren Missouri left a voicemail for Ms. Hurt informing her that if she did not agree to the NSM fees or select an AMI meter then electric service would be disrupted.<sup>38</sup>

34. On September 26, 2023, Ameren Missouri disconnected Ms. Hurt’s electric service.<sup>39</sup> A third Ameren Missouri employee knocked on Ms. Hurt’s door and informed her that he was there to disconnect her electric service. Ms. Hurt testified that the Ameren

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<sup>33</sup> Transcript Vol. 3, Page 212.

<sup>34</sup> Transcript Vol. 3, Page 28.

<sup>35</sup> Transcript Vol. 3, Page 138.

<sup>36</sup> Exhibit 200, Staff Report.

<sup>37</sup> Transcript Vol. 3, Page 29.

<sup>38</sup> Exhibit 200, Staff Report.

<sup>39</sup> Exhibit 200, Staff Report.

Missouri employee told her that he was instructed by Ameren Missouri not to speak with her.<sup>40</sup>

35. Ameren Missouri disconnected Ms. Hurt's electric service for refusing, after reasonable notice, to permit replacement of Ameren Missouri equipment.<sup>41</sup>

36. Many food items in Ms. Hurt's refrigerator and freezer were ruined as a result of her electric service being disconnected.<sup>42</sup>

37. Ameren Missouri contracts with Brentwood Services as claims administrator where an Ameren Missouri customer has lost food, or has damage as a result of a power outage. Aubrey Krcmar, Regulatory Liaison, testified that Ms. Hurt was provided the phone number for Brentwood Services, but that Ms. Hurt had not contacted Brentwood Services.<sup>43</sup>

38. Ms. Hurt contacted the Commission's Staff and they referred her to Geoff Marke with the Office of the Public Counsel. Marke emailed Ms. Hurt a medical needs form for Ameren Missouri. Ms. Hurt refused to fill out that form. She wanted to keep her personal, physical, social, medical, and appliance data private.<sup>44</sup>

39. On September 26, 2023, Ameren Missouri also emailed Ms. Hurt a medical equipment registry form.<sup>45</sup>

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<sup>40</sup> Transcript Vol. 3, Page 30.

<sup>41</sup> Transcript Vol. 3, Pages 139-140.

<sup>42</sup> Transcript Vol. 3, Page 59.

<sup>43</sup> Transcript Vol. 3, Pages 167-168.

<sup>44</sup> Transcript Vol. 3, Page 35.

<sup>45</sup> Transcript Vol. 3, Page 162.

40. After Ms. Hurt's electric service was disconnected, she was unable to get her car out of her garage because she could not reach the release lever to open her powered overhead garage door safely. However, she was eventually able to climb on top of her vehicle and reach the release lever.<sup>46</sup>

41. Ms. Hurt stated during the hearing: "I will not pay for what I do not want, need or approve on my private property, nor do I knowingly consent to any entity, whatsoever, to capture, manipulate, hold, share, track or delete my personal and private thoughts, words, property, biodata or biomovement."<sup>47</sup>

42. Ms. Hurt acknowledged at the evidentiary hearing that she had no evidence that Ameren Missouri had shared her information with third parties. Ms. Hurt stated that Ameren Missouri does not disclose whether it shares information with third parties on its website.<sup>48</sup>

43. Ms. Hurt never asked Ameren Missouri what its privacy policy is for electric meters.<sup>49</sup>

44. Ms. Hurt's exhibits show that she is concerned about the privacy of her personal information and is wary of wireless technologies and connected devices like an AMI meter.<sup>50</sup>

45. Ms. Hurt does not have Wi-Fi in her residence.<sup>51</sup>

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<sup>46</sup> Transcript Vol. 3, Pages 36-37.

<sup>47</sup> Transcript Vol. 3, Page 41.

<sup>48</sup> Transcript Vol. 3, Page 107.

<sup>49</sup> Transcript Vol. 3, Page 112.

<sup>50</sup> Exhibit 5, Articles: *Millions Missing Out on Smart Meter Benefits Due to Faults and Poor Supplier Service, Warns Citizens Advice* and *Turning the Body into a Wire*.

<sup>51</sup> Transcript Vol. 3, Page 112.

46. John Herron credibly testified that there is no personally identifiable information being sent from a customer's meter. The meter transmits usage values, engineering data, volts, amps and similar data. Information sent from the meter is encrypted with 256-bit encryption.<sup>52</sup>

47. Ameren Missouri performs yearly penetration tests during which its hackers try to hack into Ameren Missouri's system. John Herron noted that even if hackers were able to infiltrate Ameren Missouri's system they would only be able to obtain usage value for a customer, but not that customer's identity or any personally identifiable information.<sup>53</sup>

48. At the hearing Ms. Hurt could not explain what law, tariff, or order Ameren Missouri violated. Ms. Hurt did say that she believed the meter replacement and opt-out tariff violates the law.<sup>54</sup>

49. Ms. Hurt asks that the Commission not allow Ameren Missouri to disconnect her electric service as long as she is current with her electric bills. Ms. Hurt stated that she will personally take the meter readings and send them directly to Ameren Missouri.<sup>55</sup>

50. Ameren Missouri has concerns about the accuracy of readings done by customers.<sup>56</sup>

51. Ms. Hurt also requests that the Commission change Ameren Missouri's tariff to remove fees from customer opt-out requests.<sup>57</sup>

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<sup>52</sup> Transcript Vol. 3, Pages 172-173.

<sup>53</sup> Transcript Vol. 3, Page 173.

<sup>54</sup> Transcript Vol. 3, Pages 55-56.

<sup>55</sup> Transcript Vol. 3, Pages 63-64.

<sup>56</sup> Transcript Vol. 3, Pages 177-178.

<sup>57</sup> Transcript Vol. 3, Page 68.

52. Staff's investigation found that the notification sent to Ms. Hurt did not satisfy Commission Rule 20 CSR 4240-13.035(1)(C)2.D. and E, which require that a denial of service notice contain a statement in Spanish advising the applicant that if they do not read English to ask someone to translate or call the utility for assistance in Spanish. The notice also did not contain a statement stating that if the applicant is unable to satisfactorily resolve their matter with the utility they may contact the Commission.<sup>58</sup>

53. Staff witness Tammy Huber, a senior research and data analyst with the Commission's Customer Experience Department, testified at the evidentiary hearing that Ameren Missouri has remedied the deficiencies with its denial of service letters.<sup>59</sup>

54. Staff found no violations of the disconnection process or of Ameren Missouri's tariff.<sup>60</sup>

### **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, provides that a person may file a complaint against a utility, regulated by this Commission, setting forth any act or thing done or omitted to be done by any corporation, person or public utility in violation, or claimed to be in violation,

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<sup>58</sup> Exhibit 200, Staff Report.

<sup>59</sup> Transcript Vol. 3, Page 234.

<sup>60</sup> Transcript Vol. 3, Page 234.

of any provision of law subject to the Commission's authority, of any rule promulgated by the Commission, of any utility tariff, or of any order or decision of the Commission.

C. Ameren Missouri electric service tariff, MO PSC No. 6, 6th Revised Sheet No. 63, concerning Miscellaneous Charges, provides that for Opt-Out Charges including Remote Meter Reading Opt-Out, Ameren Missouri is authorized to charge a one-time setup charge of \$100 and an NSM charge of \$40 per month.

D. Ameren Missouri electric service tariff, MO PSC No. 6, 2nd Revised Sheet No. 129, concerning General Rules and Regulations, IV. Measurement of Service, E. Remote Meter Reading Opt-Out provides:

Customers receiving Residential Service have the option of refusing the installation of remotely read metering or requesting the removal of previously installed remotely read metering. In such instances, non-standard metering equipment will be installed that requires a manual meter read. Customers requesting non-standard metering service after April 1, 2017 will be charged a one-time setup charge and a monthly recurring Non-Standard Meter Charge. Charges are listed on Sheet No. 63, Miscellaneous Charges.

To the extent that a customer denies access to property through verbal denial or threats of violence, or fails to establish a suitable time for access or allow access, customer will be notified, in writing, that failure to provide access to install remotely read metering equipment will result in customer being considered an opt-out customer not sooner than 30 days after Company's notice. Company's notification will include charges that will be added to the customer's bill as listed on Sheet No. 63, miscellaneous charges and provide information for the customer to understand the financial impact of opt-out status. Prior to deeming a residential customer to have accepted opt-out status, Company shall follow the notice procedures found in 20 CSR 4240- 13.035(1)(C), with the exception of 20 CSR 4240-13.035(1)(C)2.B.

E. Ameren Missouri electric service tariff, MO PSC No. 6, 2nd Revised Sheet No. 129, concerning General Rules and Regulations, VII. Disconnection and Reconnection of Service, provides that Ameren Missouri has the right to deny or



disconnect service after written notice for refusal to permit inspection, maintenance, replacement or meter reading of Ameren Missouri equipment after reasonable notice.

F. Commission Rule 20 CSR 4240-13.035(1)(C), concerning Denial of Service, provides that Ameren Missouri may deny service for refusal or failure to permit inspection, maintenance, replacement, or meter reading of utility equipment.

G. Commission approved tariffs have the same force and effect as statutes.<sup>61</sup>

H. The burden of showing that a regulated utility has violated a law, rule or order of the Commission is with Ms. Hurt.<sup>62</sup>

#### **IV. Decision**

Ms. Hurt alleges that Ameren Missouri disconnected electric service to her residence even though she was current on payment for her electric usage. Ms. Hurt does not want an AMI meter on her property and has privacy concerns about an AMI meter collecting personal information that she does not want shared with Ameren Missouri or third parties. It is unclear from the evidentiary hearing what information, beyond electric usage data, Ms. Hurt believed an AMI meter would collect. Ms. Hurt alleges that charging a \$100 one-time set up fee for remote reading opt-out and a \$40 monthly NSM charge penalize customers for opting out of having an AMI meter installed. Ms. Hurt does not

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<sup>61</sup> *A.C. Jacobs and Company v. Union Electric Company*, 17 S.W.3d 579, 581 (Mo. App. 2000); *State ex rel. St. Louis County Gas Co. v. Public Service Commission of Missouri*, 286 S.W. 84, 86, (Mo. 1926); *Wheelock v. Walsh Fire Clay Products Co.*, 60 F.2d 415 (8<sup>th</sup> Circuit 1932); *Updike Grain Co. v. Chicago & N.W. Ry. Co.*, 35 F.2d 486 (8<sup>th</sup> Circuit 1929); *Chicago, R. I. & P. R. Co. v. Furniture Forwarders of St. . . .*, 267 F.Supp. 175 (D.C. Mo. 1967).

<sup>62</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).

want an AMI meter, but also does not want to pay the one-time setup fee of \$100, or the monthly \$40 charge.

Ms. Hurt does not allege that Ameren Missouri violated any law, rule, tariff, or order of the Commission. Instead she alleges that Ameren Missouri's tariff violates the law. However, Ameren Missouri was authorized to deploy AMI meters and charge the \$100 setup fee and \$40 monthly charge for having an NSM under a stipulation and agreement approved by the Commission in File No. EE-2019-0382 and in its Commission-approved tariffs.

Section 386.390 RSMo, provides that a person may file a complaint against a utility, regulated by this Commission, setting forth any act or thing done or omitted to be done by any corporation, person or public utility in violation of the law or an order of the Commission. Commission approved tariffs have the same force and effect as statute. The complaint statute does not authorize Ms. Hurt to challenge the Commission's authority to approve a tariff or a stipulation and agreement.

Other than the violations Staff noted related to Spanish language services available to customers and contacting the Commission in the disconnection notice sent to Ms. Hurt, which Ameren Missouri has addressed, the Commission finds that Ameren Missouri did not violate its tariff, any law subject to the Commission's authority, or any order of the Commission. Therefore, the Commission will deny Ms. Hurt's complaint.

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. If the Commission denies an

application for rehearing, the party filing the request for rehearing may appeal the Commission's decision as provided by Missouri statutes.<sup>63</sup>

**THE COMMISSION ORDERS THAT:**

1. Ms. Hurt's complaint is denied.
2. Ameren Missouri may proceed, consistent with the law and the Commission's rules, with Ms. Hurt's account as appropriate.
3. Any relief not specifically granted is denied.
4. This order shall become effective on \_\_\_\_\_, 2024.

**BY THE COMMISSION**

Nancy Dippell  
Secretary

[voting notation]

Clark, Senior Regulatory Law Judge

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<sup>63</sup> Section 386.510, RSMo (Supp. 2023).

**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 2<sup>nd</sup> day of October 2024.



*Nancy Dippell*  
\_\_\_\_\_  
Nancy Dippell  
Secretary

**MISSOURI PUBLIC SERVICE COMMISSION**

**October 2, 2024**

**File/Case No. EC-2024-0108**

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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.