

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 27th day of February, 2025.

Brett Felber,)	
)	
Complainant,)	
)	<u>File No. EC-2025-0165</u>
v.)	
)	
Union Electric Company d/b/a Ameren)	
Missouri,)	
Respondent.)	

ORDER DENYING COMPLAINT

Issue Date: February 27, 2025

Effective Date: March 29, 2025

Commission Rule 20 CSR 4240-2.117 provides that the Commission may on its own motion dispose of a case on the pleadings whenever such disposition is not contrary to law or the public interest. This order denies Brett Felber’s complaint against Union Electric Company d/b/a Ameren Missouri.

Felber’s Complaint

On November 20, 2024, Complainant, Brett Felber, filed a complaint with the Commission against Union Electric Company d/b/a Ameren Missouri. Felber’s complaint asserts that he and Ameren Missouri entered into a payment agreement on November 1, 2024, whereby Felber agreed to pay \$277.00 with the remaining balance at that time of \$781.10 spread over 12 months with monthly payments of \$66.00 on the past due balance. Felber’s complaint claims that Ameren Missouri canceled the agreement prior to the required payment date by sending him a disconnection notice directing him to

pay the full balance of his account.

In its November 21, 2024, order providing notice of the case and directing Ameren Missouri to answer the allegations the Commission directed Felber to file a pleading stating what specific Commission Rule, order, or tariff provision was violated and how Ameren Missouri's actions violated that rule, order, or tariff provision.

On November 24, 2024, Felber filed a response citing Commission Rule 20 CSR 4240-13.060(1), which provides:

When a utility and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the utility but claims inability to pay the outstanding bill in full, a utility and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.

Felber's complaint asserts that the same day he was to pay the \$277.00, Ameren Missouri sent him a notice stating he had to pay \$1,354.00 by December 2, 2024, to avoid having his electric service disconnected. Felber's complaint claims that disconnection notice "effectively terminated" his payment agreement. Felber's complaint did not explain how the disconnection notice terminated the agreement.

Ameren Missouri filed an answer to Felber's complaint on December 23, 2024. Ameren Missouri agreed that Felber had entered into an agreement with Ameren Missouri to pay \$277.00 by November 20, 2024. Ameren Missouri agreed that a disconnect notice was sent on November 19, 2024, requesting payment of his balance of \$1,343.10. Both Felber's complaint and Ameren Missouri's answer agree on the facts alleged in Felber's complaint. They disagree on whether his receipt of a disconnection notice terminated his agreement to pay \$277.00 by November 20, 2024.

The Commission issued an *Order Directing Response* on February 5, 2025. That

order explained that the question before the Commission was a question of law and not a factual dispute. The order informed Felber that the Commission was considering disposing of the case on the pleadings pursuant to Commission Rule 20 CSR 4240-2.117. The order also directed Felber to explain what law supported his argument that the disconnection notice he received terminated his obligation to make an initial payment to activate his payment agreement.

Felber filed two responses on February 13, 2025. Felber's first response stated: "Ameren cancelled the payment agreement clearly on November 19, 2024 with the threate (sic) of disconnection." Felber's second response stated: "Also as an FYI, most States have consumer protection laws regulating utility companies, which typically require them to adhere to (sic) reasonable notification period prior to sending the disconnection letter or disconnecting utility services, therefore receiving a disconnect notice prior to the agreed upon-date could be considered a violation of these state laws, effectively voiding the payment plan."

Felber's complaint does not allege that the disconnection notice was a violation of the Commission's rules, a Commission order, or Ameren Missouri's tariff. Felber cites no law supporting his contention that his receipt of a disconnection notice terminated his obligation to make a \$277.00 initial payment to activate his payment agreement.

Decision

Felber's complaint asserts that Ameren Missouri terminated the payment agreement by sending him a disconnection notice. Felber's complaint did not explain how the disconnection notice terminated the agreement. The disconnection notice attached to Felber's complaint does not say that it is terminating his payment agreement. It does

state: “If you have already sent or scheduled your payment, please disregard this notice.”

Whether the disconnection notice Felber received terminated the payment agreement is a question of law. The Commission is not aware of any law supporting Felber’s contention that his receipt of a disconnection notice nullified his payment agreement. Felber admitted in his pleadings he entered into the payment agreement. The mere fact that Felber received a disconnection notice prior to satisfying a condition precedent to the activation of his payment agreement does not relieve him of the obligations under that agreement. Felber’s contentions involving his interpretations of the law or its meaning does not give rise to a factual dispute about the validity of the payment agreement or the obligations of the parties under that agreement.

Commission Rule 20 CSR 4240-2.117 gives the Commission the authority to resolve a complaint on the pleadings and determining the case on the pleadings is not contrary to the public interest when there is not factual dispute and the Complainant is given an opportunity to respond. Therefore, because the disconnection notice did not terminate the payment agreement as a matter of law, Felber’s complaint fails.

Outstanding Motions In This Case

Felber additionally filed motions for judicial review of his prior Commission complaint (File No. EC-2023-0395),¹ for a default judgment,² to compel discovery,³ to hold a hearing on Ameren Missouri harassment,⁴ for a default judgement for violating Commission Rule 20 CSR 4240-13.060,⁵ and a motion to have the Commission's Chair recuse herself.⁶ These motions are denied and any relief not specifically granted is denied.

Any requests for reconsideration of this order pursuant to 20 CSR 4240-2.160(2) or any application for rehearing of this order pursuant to Section 386.500.1 RSMo shall be filed prior to the effective date of this order. The denial of an application for rehearing under Section 386.500 is a necessary prerequisite to filing a notice of appeal in an appropriate appellate court pursuant to Section 386.510. In the event that a motion for reconsideration or rehearing is granted, the Commission will make appropriate orders at that time.

¹ Felber's main concern in that case is his belief that www2.ameren.com was not a valid email address. Felber is correct, Ameren Missouri's response to Staff's data request, MPSC 0027, indicates that www2.ameren.com is the "ExternalHostName". Addresses with a www2 prefix are used to identify subdomains or hostnames that belong to different servers. However, Ameren Missouri's email address was not relevant or at issue in Felber's prior complaint.

² Felber alleges Ameren Missouri filed its answer late. The Commission's November 24, 2024, notice order allows Ameren Missouri until December 23, 2024, to answer the complaint. The Commission's Rule 20 CSR 4240-2.050, regarding computation of time, correctly sets the due date for Ameren's answer to be December 21, 2024. Because that is a Saturday the rule allows Ameren Missouri until Monday, December 23, 2024, to file its answer unless the Commission ordered otherwise.

³ Felber's request for all documents that show Ameren Missouri is in clear violation of Commission rules and regulations, settlements, agreements, and disconnect notices. This request is both overly broad and not appropriately limited to this matter. Felber's request also did not indicate it had satisfied the requirements of Commission Rule 20 CSR 4240-2.090(8).

⁴ The alleged harassment was an Ameren Missouri paperless billing statement.

⁵ Commission Rule 20 CSR 4240-13.060, regarding settlement agreements and payment agreements, is a central issue in this complaint.

⁶ Felber claims that the Chair's involvement with the University of Missouri's Financial Research Institute (FRI) results in the Chair being biased.

THE COMMISSION ORDERS THAT:

1. Felber's motions discussed in the body of this order are denied.
2. Felber's Complaint is denied.
3. This order shall be effective March 29, 2025.



BY THE COMMISSION

Nancy Dippell

Nancy Dippell
Secretary

Hahn, Ch., Coleman, Holsman
Kolkmeier, and Mitchell CC., concur.

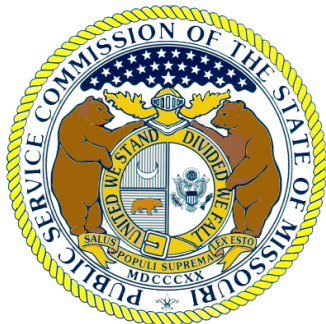
Clark, Senior Regulatory Law Judge,

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 27th day of February 2025.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

February 27, 2025

File/Case No. EC-2025-0165

MO PSC Staff

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

**Office of the Public Counsel
(OPC)**

Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@psc.mo.gov

Brett Felber

Brett Felber
2865 Dividend Park
Florissant, MO 63031
bfelber14@gmail.com

MO PSC Staff

Ron Irving
200 Madison Street
Jefferson City, MO 65101
ron.irving@psc.mo.gov

Union Electric Company

Jennifer Hernandez
1901 Chouteau Avenue
Saint Louis, MO 63103
amerenmoservice@ameren.com

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

Sincerely,



**Nancy Dippell
Secretary**

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