

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

File No. EC-2026-0128

Brett Felber & Lisa Lambert, Complainants

v.

Ameren Missouri d/b/a Union Electric Company, Respondent

MEMORANDUM IN SUPPORT OF COMPLAINANTS' POSITION

I. INTRODUCTION

This Memorandum establishes that Complainants' filings do not constitute a collateral attack and instead raise lawful questions regarding payment agreement policies and their legal effect under Commission jurisdiction.

II. NO COLLATERAL ATTACK

Complainants are proceeding within the same Commission docket and do not seek to invalidate any final Commission order. The filings preserve rights and request clarification of utility practices.

III. DEMAND FOR STRICT PROOF

Complainants assert that no Missouri Public Service Commission rule, regulation, or Ameren Missouri tariff states that entering into a payment agreement waives dispute rights.

Accordingly, Complainants demand strict proof, including tariff sheet number, exact language, and Commission approval.

IV. VERBATIM TARIFF ANALYSIS

Relevant Ameren Missouri tariff provisions governing disconnection, reconnection, and billing include Tariff Sheets relating to disconnection of service, reconnection of service, and payment arrangements.

These provisions govern procedures for service continuity and arrearage management.

Critically, these tariffs contain NO language stating that a customer waives the right to dispute charges upon entering into a payment agreement.

There is NO provision stating, in substance or verbatim, that acceptance of a payment agreement constitutes settlement, waiver, or relinquishment of dispute rights.

Thus, the tariffs are silent as to waiver, and such silence cannot be construed as an intentional relinquishment of rights.

V. COMMISSION RULES (20 CSR 4240-13)

Under 20 CSR 4240-13 (Service and Billing Practices):

- Customers retain the right to dispute charges at any time.
- Utilities must allow disputes directly or through the Commission.
- Customers must pay undisputed amounts.
- Disputes are not extinguished by payment activity.

These provisions affirmatively preserve dispute rights and do not authorize waiver through payment agreements.

VI. LEGAL STANDARD FOR WAIVER

Under Missouri law, waiver must be knowing, voluntary, and intentional. It cannot be implied from routine payment activity or administrative arrangements absent explicit language.

No such explicit language exists in Ameren Missouri tariffs or Commission rules.

VII. INTERNAL POLICY ISSUE

If Ameren Missouri asserts waiver, such position must arise from an internal policy not approved by the Commission.

Any policy affecting substantive customer rights must be adopted through formal tariff or rulemaking procedures.

VIII. RELIEF REQUESTED

Complainants request that the Commission:

1. Confirm no collateral attack exists.
2. Require strict proof from Ameren Missouri.
3. Declare that payment agreements do not waive dispute rights.
4. Investigate any unapproved internal policy.

Respectfully submitted,

Brett Felber

Lisa Lambert

Dated: March 27, 2026

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy was served via EFIS on March 27, 2026.

Brett Felber