

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

Frances Ann Holley,)	
)	
Complainant,)	
)	
vs.)	Case No. GC-2010-0225
Union Electric Company, d/b/a)	
AmerenUE,)	
Respondent.)	

ANSWER

COMES NOW Union Electric Company d/b/a AmerenUE (AmerenUE or Company), and for its Answer to the Complaint filed in this proceeding, states as follows:

1. On January 25, 2010, John W. Holley, with mailing address of 4211 Mexico Gravel Road, Columbia, Missouri 65202 (“Reporting Party” or “Mr. Holley”), initiated this proceeding on behalf of Frances Ann Holley, 532 W. End Place, Moberly, Missouri 65270 (“Complainant”) by filing a Complaint on behalf of Complainant against Union Electric Company, d/b/a AmerenUE (“the Company” or “AmerenUE”). Mr. Holley noted on an informal complaint form filed with the Commission on December 4, 2009 that he is the contact and “P.O.A.” for Frances Ann Holley. AmerenUE presumes that Mr. Holley claims by this notation that he is Frances Ann Holley’s agent under a power of attorney, but AmerenUE is without sufficient information to form a belief about the truth of whether he is her agent under a power of attorney, and whether he has standing to bring this Complaint.

2. Any allegation not specifically admitted herein by the Company should be considered to be denied.

3. As an aid to the Commission, AmerenUE offers the following summary that it believes accurately characterizes Mr. Holley’s allegations: the gas meter at Complainant’s address was replaced in January of 2009; the gas meter was functioning properly from January 2009 through October 2009; the gas usage reported on Complainant’s original bills for the period January 1, 2009 through September 29, 2009 were correct; the amounts charged on said bills were correct; said amounts were paid in full through an energy grant he received and through a

payment made by him; the gas usage and amounts charged on the corrected bill issued by AmerenUE with a bill date of November 4, 2009 is incorrect; and he does not owe the amounts charged on the corrected bill. AmerenUE denies each of these allegations, as set out more specifically below.

4. In the prayer for relief on the second page of Mr. Holley's Complaint, Mr. Holley alleges that, "AmerenUE has been paid through the grant plus what [he] has paid." AmerenUE denies this allegation.

5. In the first paragraph of the letter dated January 15, 2010 attached to the Complaint (the "Letter"), Mr. Holley alleges he made a complaint to AmerenUE in February of 2008 regarding "excessive heating bills." AmerenUE admits that Mr. Holley contacted AmerenUE on January 7, 2008, with a complaint about Complainant's gas bill. AmerenUE offers as additional information: that on January 11, 2008, in response to the complaint, an AmerenUE employee inspected Complainant's meter and took a manual meter reading and verified that the manual meter reading was in line with the automated readings on which Complainant had been billed; that on February 7, 2008, an AmerenUE employee spoke with Mr. Holley by telephone and advised that the meter readings were correct; that on February 15, 2008, AmerenUE sent a letter to Mr. Holley explaining that the meter readings were correct; and there were no further contacts from Mr. Holley until October 2009. AmerenUE denies the remaining allegations of Paragraph 1 of the Letter. On information and belief, AmerenUE states that Mr. Holley has not included this allegation in any informal complaint filed with the Commission.

6. In further answer to the allegations in Paragraph 1 of the Letter, AmerenUE states that unfortunately it is not possible to compare gas usage on Complainant's account for January and February 2008 to gas usage for January and February of 2007, to support the correctness of the meter readings complained of by Mr. Holley, because Complainant's service with AmerenUE did not begin until December of 2007, but AmerenUE does not believe it is appropriate to use another customer's usage for comparison.

7. In Paragraph 2 of the Letter, Mr. Holley alleges that, "the heating bill for January 2009 magically fell to a range that I believe to be the correct range." AmerenUE is without sufficient information to form a belief as to this allegation and therefore denies the same. Mr. Holley also alleges that Grant and Energy Assistance paid Complainant's heating bills from

January 2009 through July 2009. AmerenUE admits that Complainant received an Energy Grant in the amount of \$370.00, sometime between November 30, 2008 and March 2, 2009.

AmerenUE admits that this grant was applied against Complainant's bills beginning January 9, 2009 through August 30, 2009, but denies that this grant was sufficient to cover the charges for his gas service during this period. AmerenUE believes all of the documents referenced in Paragraph 2 and attached and alleged by Mr. Holley to be copies of his AmerenUE bills are accurate, except that AmerenUE is without sufficient information to form a belief as to the truth of the matters that appear to be handwritten on the face of the bills (such as "PAID 1-8-09 check 188") and therefore deny the same, and except that Mr. Holley alleges that the bills for the time period January 2009 through July 2009 are attached but the bill for the period January 2, 2009 through November 30, 2009 does not appear to be attached.

8. As to the third paragraph of the Letter, AmerenUE admits that it advised Mr. Holley that Complainant's gas meter had malfunctioned from January through October 2009. AmerenUE denies each of the remaining allegations of Paragraph 3. In further answer, AmerenUE states the following. On October 21, 2009, an AmerenUE employee investigated the meter at Complainant's address and determined that it had stopped reporting usage in January of 2009. On October 21, 2009, the employee also changed the meter. On November 5, 2009, AmerenUE sent Mr. Holley a letter advising that the meter had stopped, and sent a corrected bill. The corrected bill included a gas meter adjustment for two hundred and ninety-five (295) days, covering the period January 1, 2009 through October 23, 2009. The adjustment was made in accordance with the estimated billing provisions of AmerenUE's tariff. A spreadsheet detailing the calculations and information used to make the gas meter adjustment is attached hereto as Schedule 1HC.

9. In further answer to Paragraph 3, AmerenUE states that although the meter malfunction began in January, 2009, it was not detected until September, 2009 because a work order for a manual inspection of a meter is not automatically generated by AmerenUE's system until a fourth consecutive *winter* month of zero usage is reported by the meter's automated meter reading module ("AMR"). Only January, February, March, September, October, November and December are "winter" months. As such, zero usage readings in April, May, June, July and August of 2009 did not trigger the work order for a manual inspection. Since the zero usage readings began in January, September was the fourth consecutive winter month in which zero

usage was reported by the AMR. As a result, the meter malfunction was not detected until September, 2009.

10. In further answer to Paragraph 3, AmerenUE states that the writing, “P 1-30-9” that appears on the top of meter, as evidenced in the photograph taken by Mr. Holley and attached to the Complaint, indicates the date (“1-30-09” or January 30th, 2009) on which the meter module, the device on the meter that transmits daily readings, was programmed (“P”) in AmerenUE’s shop. Marking the meter in this manner is a standard shop procedure, used when the meters are cleaned, programmed, etc. to be installed at a later date. As such, the date does not indicate the date the meter was installed, and in practice meters may be programmed several months before they are installed.

11. In further answer, AmerenUE states that on January 7, 2010, Mr. Holley entered into a payment agreement whereunder Mr. Holley agreed to make installment payments to pay off the amount of Complainant’s corrected bill, and to date, only \$156.47 of the corrected bill amount remains to be paid. Per the agreement, the amount may be paid in three installments of \$51.88 each.

12. The following attorneys should be served with all pleadings in this case:

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WHEREFORE, AmerenUE respectfully requests that the Commission issue an order dismissing this Complaint or, in the alternative, set the matter for hearing.

Respectfully submitted,

SMITH LEWIS, LLP

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following parties via electronic mail (e-mail) or via regular mail on this 9th day of December, 2009.

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/s/ Sarah E. Giboney
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Schedule 1 has been marked
HIGHLY CONFIDENTIAL

NP