

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

KFVS, LLC,)
)
Complainant,)
) Case No. _____
vs.)
)
AMERENUE,)
)
Respondent.)

COMPLAINT

Complainant resides at 310 Broadway, Cape Girardeau,
Missouri, 63701.

1. Respondent, AmerenUE of St. Louis, Missouri, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

On May 23, 2007, KFVS received a bill from AmerenUE for an additional \$19,706.62 which was said to represent under-billing caused by a defective gas meter. AmerenUE said that the meter was only recording 95% of the gas used and that the additional bill represents a re-billing for the twelve preceding months for the amounts not properly metered.

We attach Complainant's Exhibit 1 which is a letter from AmerenUE dated May 15, 2007, concerning the additional billing.

This matter was the subject of an informal complaint which was ruled against Complainant by a consumer services specialist.

We attach Complainant's Exhibit 2 which is a letter dated January 4, 2008, denying the informal complaint.

Complainant attaches its Exhibit 3 which is UE-MO GAS TARIFF SHEET 55 which provides that re-billing may only be made by AmerenUE during the probable period during which the meter error existed. AmerenUE cannot present, and has not presented, though requested to do so, any evidence that it is more probable than not that the meter defect existed before the testing date of the meter. Because no evidence exists showing a probability (rather than a possibility) that this meter was defective during the re-billing period such re-billing is improper under the existing tariff.

AmerenUE has the burden of proving this probability.

We also believe the additional billing was calculated on a new rate which was effective on April 1, 2007, and that the re-billing should have been calculated on the rate which existed during the time AmerenUE claims the meter was defective. We attach Complainant's Exhibit 4 which is a comparison of the old rates and the new rate.

3. The Complainant has taken the following steps to present this complaint to the Respondent:

Complainant has engaged in numerous telephone calls and correspondence with AmerenUE in an effort to resolve this issue. Even though a request has often been made of AmerenUE, no proof

has been presented showing a probability that this meter defect existed at any time earlier than the date it was removed from the premises and tested.

WHEREFORE, Complainant now requests the following relief:

That the re-billing be disallowed and that the amount of \$19,706.62 be removed from Complainant's bill.

4-1-08

DATE



John L. Cook, MO Bar NO. 24900
Attorney for KEVS, LLC
COOK, BARKETT, MAGUIRE & PONDER, L.C.
715 North Clark, P. O. Box 1180
Cape Girardeau, MO 63702-1180
(573) 335-6651 Telephone
(573) 335-6182 Facsimile
jcook72@hotmail.com

AmerenUE

One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

May 15, 2007

RAYCOM MEDIA KFVS TV GAS
PO BOX 100
CAPE GIRARDEAU, MO 63702

RE: Slow Meter
Account #12100-02119



Dear CUSTOMER:

Enclosed is a corrected bill covering service on your account from 3/21 to 4/22/07.

This bill contains adjustments because of a problem discovered with your meter. That meter was removed and sent to our testing facility. A new meter has been installed.

Tests indicated that the old meter was registering 95% of the service you actually used. We have charged your account for service (using the percentage of inaccuracy above) from 3/22/06 to 3/21/07 in the amount of \$19,706.62.

We apologize for this inconvenience. Be assured that our intention is always to provide you with dependable service and accurate billing information. Should you have any questions or need to make payment arrangements on your account, please contact us from 7:00 a.m.-5:00 p.m., Monday through Friday, at the telephone number listed below.

Sincerely,

Julie Schmidt
Business Center
1-877-426-3736

EXHIBIT

/

Customer: RAYCOM MEDIA KFVS TV-GAS E Customer: N
 Acct Number: 12100-02119 EFT account: N
 Date Adjusted FROM: 03/22/06 Revenue Class: Industrial
 Date Adjusted TO: 03/21/07 Initials: LG

Enter Bill to Dates Below Dates	Enter Billed Usg Below usage	(usually = 1) Enter Constant Below multiplier	Corrected CCFs CCF
2007			
02/23/2007	327	1.996	652.692
02/20/2007	6709	1.996	13391.164
01/22/2007	6391	1.996	12756.436
2006			
12/19/2006	5828	1.996	11632.688
11/19/2006	7088	1.996	14147.648
10/18/2006	16780	1.996	33492.88
09/19/2006	23166	1.996	46239.336
08/20/2006	23982	1.996	47868.072
07/20/2006	23527	1.996	46959.892
06/20/2006	21649	1.996	43211.404
05/21/2006	7186	1.996	14343.256
04/20/2006	6110	1.996	12195.56
			0
			0
			0
Total CCFs			296891.028
Mtr tested slow: 95.0000%			
x multiplier . Enter MULT here →			1.0530
			312626

Account was under billed by: 15735 CCFs

Current PGA Charge: \$0.861300 "current" \$ per CCF here
 Sales Delivery Charge: \$0.249600 decimal \$ rate here (0.2853/RES) or (0.2496/COMM)
 MO Sales Tax if Appl: \$0.074750 decimal \$ rate for TAX here
 MPC Tax in Appl: \$0.052630 decimal \$ rate for MPC here

TOTAL CCF to Debit: 15,735
 CUSTOMER CHRG to Debit: \$0.00
 PGA to Debit: \$13,552.56
 Sales Delivery to Debit: \$3,927.46
 SUBTOTAL: \$17,480.01
 MO Sales TAX to Debit: \$1,306.63
 MPC TAX to Debit: \$919.97
 TOTAL DEBIT: \$19,706.62
 TOTAL CCF DEBIT: 15,735

Customer: RAYCOM MEDIA
 Acct Number: 12100-02119

Syllabus of Interruptible Service Rate



Applying to All Missouri Service Areas

Natural Gas Service Rates on Natural Gas Used After February 15, 2004 as Approved by the Missouri Public Service Commission.

1. **RATE APPLICATION.** Whenever gas is available for interruptible service, Company will make such service available to any qualified non-residential customer. To qualify, customer shall either provide adequate standby facilities and fuel or shall give Company satisfactory evidence of its ability and willingness to curtail or cease operations during an interruption. Gas service under other rates cannot be used for the process, facility or equipment served under this rate. This service may not be resold.

All gas consumed by customer during periods of non-interruption will be billed at the Interruptible Gas Delivery Charge, except for Assurance volumes as provided below. As a part of the contract for interruptible service, customer may request the Company to provide a specified daily quantity of firm sales gas to be available during periods of interruption, to be categorized as Assurance Gas and billed by Company at the Interruptible Gas Delivery Charge plus the Assurance Gas Surcharge and the firm PGA factor rate. Assurance Gas will be billed by Company during all months of the year as the first gas through the meter up to the Assurance Gas level. Customer will be required to contract with Company, by June 1 of the initial contract year, for the daily quantity of Assurance Gas desired. Customer must notify Company of any changes in such Assurance Gas Level by June 1 of subsequent contract extension years. All other gas consumed by customer during any period of interruption shall be considered and billed by Company as Unauthorized Gas.

Gas delivery under this rate shall be interrupted when in the Company's sole judgment it is necessary to limit the Company's system sendout of when the gas supply is limited by other system operation restrictions. Any interruption of service will be performed in accordance with the Curtailment of Service Schedule contained in the Company's Rules and Regulations.

2. **MONTHLY CUSTOMER AND VOLUMETRIC METER READING RATES**

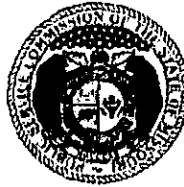
Customer Charge	\$200.00 per month
Interruptible Gas Delivery Charge:	
First 7,000 Ccf	24.96¢
Over 7,000 Ccf	14.64¢
Assurance Gas Surcharge:	
First 250 Ccf per day	0.71¢
All Over 250 Ccf per day	0.98¢

Unauthorized Gas Delivery Charge:

All volumes of natural gas taken by a customer in excess of the level of contracted daily Assurance Gas, during any period of interruption called by the Company, is "unauthorized use" and will be assessed "Unauthorized Gas Delivery Charges." Company will provide customer no less than two (2) hours advance notification before assessing Unauthorized Gas Delivery Charges. Unauthorized Gas Delivery Charge shall be billed as follows:

Unauthorized Gas Delivery Charges

- 1) \$1.50 (one dollar and fifty cents) for each Ccf of unauthorized use, plus
 - 2) 150% (one hundred fifty percent) of the highest cost of gas purchased by the Company for supplying the service area in which the customer receives service, during the Unauthorized Gas Delivery Charge period (period of interruption), plus
 - 3) all intrastate and/or interstate pipeline penalties and other charges incurred by the Company, which are attributable to a customer's unauthorized use.
3. **MINIMUM MONTHLY CHARGE.** The Customer Charge.
 4. **PURCHASED GAS ADJUSTMENT.** Applicable to all metered Ccf, pursuant to the provisions of Rider A - PGA Clause. The difference between the Interruptible Sales Total PGA factor and the Firm Sales Total PGA factor of Rider A shall apply to the monthly billed Assurance Gas Ccf. The Interruptible Sales Total PGA factor of Rider A shall apply to all of the monthly billed Ccf. The PGA varies widely and is generally the largest component of the monthly bill. Please consult with AmerenUE for the current rate.
 5. **PAYMENTS.** Bills will be rendered at monthly intervals and are due and payable within ten (10) days from their date of mailing, which due date shall be considered the delinquent date for this rate classification. Any portion of any bill, other than deposit arrears, remaining unpaid after the delinquent date will have a late payment charge added thereto.
 6. **TERM OF CONTRACT.** Gas service will be provided under this rate for a period of not less than one year. Said term shall continue on a year-to-year basis thereafter unless cancelled by either customer or Company in writing at least sixty (60) days prior to contract termination.
 7. **TAX ADJUSTMENT.** Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.
 8. **Rules and Regulations.** Service will be rendered in accordance with the Company's Rules and Regulations for Gas Service on file with the Missouri Public Service Commission.



Commissioners

JEFF DAVIS
Chairman

CONNIE MURRAY

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

TERRY JARRETT

Missouri Public Service Commission

POST OFFICE BOX 360
JEFFERSON CITY MISSOURI 65102
573-751-3234
573-751-1847 (Fax Number)
<http://www.psc.mo.gov>

WESS A. HENDERSON
Executive Director

DANA K. JOYCE
Director, Administration

ROBERT SCHALLENBERG
Director, Utility Services

WARREN WOOD
Director, Utility Operations

COLLEEN M. DALE
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON
General Counsel

January 4, 2008

Mr. Michael Smythe
310 Broadway
Cape Girardeau, MO 63701

EXHIBIT

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Dear Mr. Smythe:

This letter is a follow up to the informal complaint you filed with the Missouri Public Service Commission (Commission) on December 6, 2007, regarding AmerenUE (UE) and the corrected bill you received. After my initial review of your complaint matter, I contacted the company to obtain additional information. Following is a summary of my review of the issues involved in your complaint.

According to UE's records, you contacted UE on February 16, 2007, regarding a meter test on the gas meter at the premise. UE then changed the meter at the premise on February 23, 2007 and then tested the meter on April 16, 2007. Unfortunately, the meter tested at a 95% level of accuracy, which indicated that the meter was operating slower than the limits prescribed by the Commission in 4 CSR 240-10.030 (18).

Therefore, on May 4, 2007, UE issued a slow meter adjustment of \$19,706.62 for the additional unbilled usage from March 22, 2006 to February 23, 2007. To determine the amount of unbilled usage, UE multiplied the original billed amount by 1.052632. This was done because multiplying 95% (the meter's test result) by the multiplier of 1.052632 equals 100%. I have included a copy of the breakdown of the adjustment for your review.

On November 20, 2007, UE mailed a bill totaling \$6,823.87. This bill included current charges of \$10,904.41, arrears of \$24,325.80 and a PGA adjustment credit of \$28,406.34. This PGA adjustment credit was the result of UE's recent rate case (GR-2007-0003). Late charges of \$5.04 were added to the account on November 21, 2007, which increased the account balance to \$6,828.91.

On December 11, 2007, UE received documentation that Raycom Media is tax exempt, effective August 28, 2007. Therefore, an adjustment of \$3,843.32 was credited to the account. This adjustment reduced the account balance to \$2,985.59. Then, on

Mr. Michael Smythe
January 4, 2008
Page 2 of 2

December 13, 2007, UE received a payment of \$5,765.21, which resulted in a credit balance of \$2,779.62.

Based on the information received and reviewed, it appears that the corrected bill was issued in accordance with UE's filed and approved tariff. I have included a copy of the applicable tariff pages for your review.

This concludes our investigation of your informal complaint. Receipt of this letter serves as your notice of closure into this matter. If you are dissatisfied with the resolution, it is our responsibility to advise you that under Commission rule 4 CSR 240-13.070 (4), you may file a formal complaint.

For your convenience, please contact us within 31 days from the date of this letter to request a formal complaint packet. The formal complaint process is a quasi-judicial process similar to a civil court hearing, whereby all parties are responsible for presenting their facts to the Commission.

I hope that I have been able to address your concerns. Thank you for contacting our office regarding this matter. If I can assist you further in any way, please do not hesitate to contact me at 1-800-392-4211.

Sincerely,

Michelle Bocklage
Consumer Services Specialist II
Missouri Public Service Commission

1/8/08 - Asked Mike
to request packet and
we'd see what it involves

UNION ELECTRIC COMPANY GAS SERVICE

Applying to MISSOURI SERVICE AREA

applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information; and

*2. Non-Residential - For all non-residential billing errors, the Company will determine from all related and available information the probable period during which the error condition existed and shall make billing adjustments for the estimated period involved as follows:

- a. No billing adjustment will be made where the dollar amount of the adjustment is less than \$15.00. No interest shall be paid or collected on any billing adjustment provided for herein.
- b. Where upon test an average meter error is found to be greater than 2 percent, a billing adjustment will be made to compensate customer where the meter reads fast, and to compensate Company where the meter reads slow. However, any such billing adjustment will be applicable only for the probable period during which the meter error existed and shall be limited to the twenty-four (24) billing periods preceding the one in which the error was determined plus the elapsed period in the current billing period during which the test was made. No adjustment will be made for meters found to have an average meter error of 2 percent or less.
- c. Where a non-registering meter is found, Company will determine from all related and available facts the probable period during which such inaccuracy existed and render adjusted bills for the period involved, provided, however, that such period shall not exceed the preceding six (6) billing periods plus the elapsed time in the current billing period during which such inaccuracy was determined.

*Indicates Change

FILED
Missouri Public
Service Commission

DATE OF ISSUE October 15, 2007 DATE EFFECTIVE November 14, 2007
ISSUED BY T. R. Voss President & CEO St. Louis, Missouri
Name of Officer Title Address

EXHIBIT

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Union Electric Company

Comparison of Current vs Proposed Gas Rates

	Current (6/06)		New 4/1/07
	AmerenUE	former Aquila	
Residential Service Rate			
Customer Charge	\$ 10.20	\$ 9.00	\$ 15.00
Delivery Charge (\$/CCF)	\$ 0.2853	\$ 0.2230	\$ 0.2409

General Service Rate			
Customer Charge	\$ 24.00	\$ 15.00	\$ 24.00
Delivery Charge (\$/CCF)			
1st 7,000 CCF	\$ 0.2496		\$ 0.2777
Over 7,000 CCF	\$ 0.1632		\$ 0.1816
1st 600 CCF		\$ 0.2401	
Next 800 CCF		\$ 0.2221	
Next 1,000 CCF		\$ 0.2041	
Over 2,400 CCF		\$ 0.0755	

Interruptible Service Rate			
Customer Charge	\$ 200.00	\$ 215.00	\$ 221.00
Interruptible Delivery Charge (\$/CCF)			
1st 7,000 CCF	\$ 0.2496		\$ 0.2777
Over 7,000 CCF	\$ 0.1464		\$ 0.1467
Assurance Gas Surcharge (\$/CCF)			
1st 250 CCF per day	\$ 0.0071		\$ 0.0100
Over 250 CCF per day	\$ 0.0098		\$ 0.0138

Natural Gas Transportation Service Rate			
Standard Transportation (<=600,000 CCF/year)			
Customer Charge	\$ 24.00	\$ 15.00	\$ 24.00
Administrative Charge (Except Eligible Schools)	\$ 40.00		\$ 40.00
Meter Equipment Charge *	\$ 21.00		\$ 21.00
Transportation Charge (\$/CCF)			
1st 7,000 CCF	\$ 0.2496		\$ 0.2777
Over 7,000 CCF	\$ 0.1404		\$ 0.1553
Aggr & Balancing Charge (Eligible Schools Only)	\$ 0.0228		\$ 0.0040
1st 600 CCF		\$ 0.2391	
Next 800 CCF		\$ 0.2211	
Next 1,000 CCF		\$ 0.2031	
Over 2,400 CCF		\$ 0.0755	

Natural Gas Transportation Service Rate			
Large Volume Transportation (>600,000 CCF/year)			
Customer Charge	\$ 1,000.00	\$ 215.00	\$ 1,205.00
Administrative Charge	\$ 40.00		\$ 40.00
Meter Equipment Charge *	\$ 21.00		\$ 21.00
Transportation Charge (\$/CCF)			
1st 7,000 CCF	\$ 0.2496		\$ 0.2777
Over 7,000 CCF	\$ 0.1231		\$ 0.1334
Aggr & Balancing Charge (Eligible Schools Only)	\$ 0.0401		\$ 0.0040
Delivery Charge (\$/CCF)			
1st 200,000 CCF		\$ 0.0246	
Over 200,000 CCF		\$ 0.0100	
Demand Charge (\$/CCF x 24 hour peak usage)		\$ 0.3900	

EXHIBIT

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