

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

Earnette Smith,)	
)	
Complainant,)	
)	
vs.)	Case No. GC-2011-0009
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 July 8, 2010, Mr. Earnette Smith, with a residence address of 308 Benton St., Apt. A, Jefferson City, Missouri 65101 (“Complainant”) initiated this proceeding by filing a Complaint against the Company.

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. Smith’s factual allegations: Company employees failed to do their job by failing to check the Company’s gas meter at Complainant’s address; the Company feels that Complainant should pay for the Company’s failure to determine that its meter at the residence address was not working properly; the estimated bill prepared by the Company for utility service to Complainant is “not true and acceptable” because it is based on usage during a period when multiple individuals lived in the residence, while during the period in dispute only one person, Complainant, has been living in the residence and he is out of the home for thirteen hours a day; and Complainant’s last bill for gas service from the Company was almost zero due to assistance from Central Missouri Community Action. AmerenUE is without sufficient information to form a belief about the allegations regarding the number of individuals who previously resided in or who currently reside in the residence or the number of hours a day

Complainant is gone from the residence, and therefore denies each of these specific allegations. AmerenUE denies the remaining allegations of the Complaint, as well.

4. In further answer, the Company states that an automated inspection notice was issued, which alerted the Company that the gas meter at Complainant's residence address was malfunctioning (referred to generally as a "stopped meter"). Upon inspection, the Company determined that a pin in the module of the gas meter had broken, and as a result the meter had stopped working properly on or before December 9, 2009, and continued to work improperly through March 11, 2010.

5. In further answer, the Company states that it replaced the meter module, and, in accordance with the Billing Practices and Billing Adjustments provisions of Company's tariffs, the Company prepared an estimated bill for the period December 9, 2009 through March 11, 2010 based on Heating Degree Day information and the previous year's usage at the residence address. A spreadsheet containing said information is attached hereto as Exhibit A and incorporated herein by this reference.

6. In further answer, the Company states that on April 29, 2010, the Company issued a stopped meter letter and the estimated bill to Complainant. The Company applied the amount of the estimated bill to Complainant's budget balance behind amount.

7. In further answer, in response to Complainant's informal complaint (C201009390) disputing the estimated bill, and in particular in response to Complainant's concern that the estimated bill did not factor in his alleged sole occupancy of the residence and his alleged daily thirteen hour absences from the residence, Company offered to compromise and to discount the estimated bill by 35%. Complainant rejected the offer.

8. In further answer, Company states that Company has not received a payment on Complainant's account since April 5, 2010, and as of the date of this filing the balance on the account is \$** __**, \$** __** of which represents the amount in dispute in this matter, \$** __** of which represents delinquent charges *not in dispute*, and \$** __** of current charges *also not in dispute*.

9. In further answer, Company states that Complainant has been advised by letter dated June 4, 2010 from the Consumer Services Division of the Commission, attached hereto and incorporated herein as Exhibit B, that "failure to pay the amount of a bill, which is not in dispute, is grounds for an informal or formal complaint to be dismissed and [that Complainant's] service

may also be subject to discontinuance.” This is consistent with 4 CSR 240-13.070(7) (dismissal for failure to pay) and 4 CSR 240-13.045(7). Specifically, said (7) provides:

Failure of the customer to pay the utility the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer’s right to continuance of service and the utility may then proceed to discontinue service as provided in this rule.

10. In further answer, the Company states that, following the procedures set forth in 4 CSR 240-13.050, the Company has issued discontinuance of service notices to Complainant specifying that after August 19, 2010 Complainant’s service will be discontinued for his failure to pay the \$** __** delinquent amount not in dispute unless appropriate action is taken, and including such other information as is required by the rule.

11. 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:

- A. Dismissing this Complaint or, in the alternative,
- B. Advising Complainant that his Complaint may be dismissed if he fails to pay the amount not in dispute, and setting 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 11th day of August, 2010.

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/s/ Sarah E. Giboney
Sarah E. Giboney]

GC-2011-0009

EXHIBIT A

**HAS BEEN MARKED
HIGHLY CONFIDENTIAL**

GC-2011-0009

EXHIBIT B
HAS BEEN MARKED
HIGHLY CONFIDENTIAL