

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

Mrs. Sherrill E. Fisher,	)	
Complainant,	)	
	)	
vs.	)	Case No. EC-2008-0408
	)	
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 June 24, 2008, Mrs. Sherrill E. Fisher of 2519 Saint Louis Avenue, St. Louis, MO 63106 (Complainant) initiated this proceeding by filing a Complaint against AmerenUE.

2. Unfortunately, many portions of this handwritten Complaint are difficult to read, perhaps because of the fact that it has been copied and scanned. Even in the portions that it is able to read, AmerenUE is uncertain if it understands the entirety of the Complaint. In an attempt to clarify the issues, the Company will begin its Answer with a short description of the history of Complainant's electric accounts and then respond to the Complaint as best as it can. If further clarification of the Complaint is made, AmerenUE reserves the right to respond and to provide additional information.

**HISTORY**

3. Complainant has had two accounts with AmerenUE. The first account (Account # [REDACTED]) was closed on July 10, 2007, for non-payment of a bill. The final bill on that account was for \$[REDACTED], to which was credited a \$[REDACTED] deposit on the

account. This left \$[REDACTED] due and owing to the Company. AmerenUE has attached an Account Activity Statement from May of 2002 through the closing of the account as Exhibit A to this *Answer*.

4. Later that same month, Complainant restarted service with the Company at the same address. However, because the first account had been closed and finalized, the Company assigned a new account number (Account # [REDACTED]). On July 20, 2007, the \$[REDACTED] bill from the first account was transferred to the second account.

5. On June 4, 2008, the second account was disconnected for non-payment. There is currently \$[REDACTED] due and owing from Complainant to AmerenUE. AmerenUE has attached an Account Activity Statement for this account as Exhibit B to this *Answer*.

6. Complainant does not currently have an active account with AmerenUE. However, AmerenUE would note that there is an active account, under a different name, for Complainant's address.

#### **RESPONSE TO COMPLAINT**

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

8. In paragraph 1 of the Complaint, Complainant alleges that AmerenUE is located in St. Louis, Missouri, and that AmerenUE is a public utility under the jurisdiction and supervision of the Public Service Commission of the State of Missouri. AmerenUE admits the allegations contained in paragraph 1 of the Complaint.

9. In paragraph 2 of the Complaint, Complainant states that she called AmerenUE on June 5, 2007 to discuss an alleged payment of \$240.00. AmerenUE has

neither a record of a conversation with Complainant nor of a payment in that amount on or around that date. The payment receipts attached to the Complaint do not appear to include a receipt for this payment, although the first three are illegible. If Complainant can provide clearer copies, AmerenUE will verify that the payments were credited to her account.

10. Complainant states that she contacted AmerenUE on July 23, 2007 regarding a payment in the amount of \$297.20. The Company's records confirm the conversation and also that a payment in that amount was posted to Complainant's account on that date.

11. Complainant references that she attached all light bills with errors of payments and meter readings to her Complaint. AmerenUE does not find and thus denies that there are any errors in those bills.

12. Complainant then references a phone call to AmerenUE on April 5, 2007 to discuss a payment of \$250.00. AmerenUE's records do not show any conversations with Complainant on that date. There are conversations with the two employees referenced by Complainant, however, those conversations occurred on April 25, 2007. The \$250.00 payment was applied to the account on April 5, 2007.

13. Twice within the Complaint, there is a reference to a payment of \$360.00. AmerenUE has a record of a payment of \$360.00, posted to Complainant's account on April 18, 2007. If Complainant is alleging a second payment in the amount of \$360.00, proof of that payment does not appear to be included in the payment receipts which are attached to the Complaint, and AmerenUE does not find a second payment in its records. Therefore, AmerenUE denies this allegation.

14. Complainant states that a payment of \$297.20 had not been located. AmerenUE's records show this payment was posted to Complainant's account on July 23, 2007.

15. Complainant states that none of her bills have been corrected. AmerenUE has tried to explain the bills to Complainant on several occasions. However, in many of those conversations Complainant has hung up on AmerenUE's customer service representatives and, on at one occasion, Complainant used unacceptable and abusive language. AmerenUE believes that the bills were correct.

16. Complainant references a phone call to AmerenUE on May 5, 2008, to discuss payments and explain why Complainant thought her bills were wrong. AmerenUE's record of this conversation indicates that its customer representative tried to explain the bills but Complainant hung up on the AmerenUE representative.

17. Complainant then references speaking to a customer representative and being told that the Company had not received a payment from Complainant between July 2007 and February 2008. This is a true statement. Again, the Company would request that, if Complainant is alleging AmerenUE missed a payment, Complainant provide copies of any payment receipts from that time period so that the Company can ensure her account has been properly credited.

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

Dated: July 25, 2008

Respectfully submitted,

UNION ELECTRIC COMPANY,  
d/b/a AmerenUE

By: /s/ Wendy K. Tatro  
**Steven R. Sullivan**, # 33102  
Sr. Vice President, General  
Counsel and Secretary  
**Wendy K. Tatro**, # 60261  
Managing Assoc. General Counsel  
Ameren Services Company  
P.O. Box 66149  
St. Louis, MO 63166-6149  
(314) 554-3484 (phone)  
(314) 554-4014 (fax)  
ssullivan@ameren.com  
wtatro@ameren.com

## 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 25<sup>th</sup> day of July, 2008.

General Counsel Office  
Missouri Public Service Commission  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
GenCounsel@psc.mo.gov

Lewis Mills  
Office Of Public Counsel  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
opcservice@ded.mo.gov

Mrs. Sherrill E. Fisher  
2519 Saint Louis Avenue  
St. Louis, MO 63106

/s/ Wendy K. Tatro

Wendy K. Tatro