Exhibit No.: _____

Issue(s): Multi-Month Estimated Billing
Witness // Type of Exhibit: Ross/Direct
Sponsoring Party: Barbara Ross
Case No.: GC-2002-388

DIRECT TESTIMONY

OF

BARBARA ROSS

BARBARA ROSS V. AMERENUE

Case No. GC-2002-388

August 2002

DIRECT TESTIMONY

OF

BARBARA ROSS

BARABARA ROSS V. AMERENUE

CASE NO. GC-2002-388

Q: STATE YOUR NAME AND ADDRESS.

A: Barbara Ross. I live at 103 Belair Drive in Jefferson City, Missouri.

Q: ARE YOU A CUSTOMER OF UNION ELECTRIC D/B/A AMERENUE?

A: Yes, I receive both electric and natural gas services from UE.

Q: ARE YOU THE SAME BARBARA ROSS WHO HAS FILED A COMPLAINT AGAINST UE REGARDING YOUR NATURAL GAS SERVICE?

A: Yes I am.

Q: WHAT IS THE NATURE OF YOUR COMPLAINT?

A: I object to AmerenUE billing me for a gas meter and estimated gas usage from July 1 through December 8, 2001; a period during which their meter was broken and not metering. It was either of little concern to them and/or they are negligent in the timely upkeep of their property, which in the end puts an undue financial burden on me as the customer/consumer. I object to the excessive length of time that AmerenUE took to discover their problem. I further object to AmerenUE being allowed to arbitrarily bill me, through their system of estimated billing, for an amount of gas usage that they failed to meter. I object to AmerenUE being allowed to bill me whatever they decide upon when it is their negligence that caused the problem. As a customer, I should not be obligated to pay

for the company's negligence. When they meter it, I pay, even though I have no way to determine if they have metered it correctly, accurately or fairly. If they fail to meter, it should be their loss due to their negligence.

Q: PLEASE PROVIDE A CHRONOLOGY OF EVENTS THAT LEAD TO YOUR FILING A COMPLAINT.

A: AmerenUE sent a service employee to my home at 103 Belair Dr. in Jefferson City in early December, 2001. The service employee informed me the gas meter was not functioning and he was going to replace it. He also stated that it apparently had not worked since about the end of July or the beginning of August 2001. After that time, I did not receive an AmerenUE bill until after I called to inquire why it was January 16, 2002 and still I had not received my December 2001 utility bill. The "customer service" employee told me that the bill should arrive any day. She said the amount of the bill was $218.91. She further indicated to me that the amount shown as "unmetered service" was $89.25. When I inquired how this amount was determined she said by last years bills and the minimum monthly charge for the meter. After a rather lengthy and frustrating discussion we hung up and at that point I decided to file a formal complaint with the Public Service Commission.

Q: HAVE YOU REVIEWED UES TARIFF SHEETS 56, 57 AND 57.1?

A: Yes I have.

Q: IS IT YOUR UNDERSTANDING THAT THESE ARE THE TARIFF SHEETS THAT DEAL WITH CALCULATING A CUSTOMERS BILL WHEN THAT CUSTOMER HAS RECEIVED NUMEROUS MONTHS OF INCORRECT BILLING?

A: Yes.

Q: DO YOU BELIEVE THE TARIFF SHEETS THAT CONTAIN THE PROCEDURE FOR CALCULATING CUSTOMER BILLS WHEN THE CUSTOMER HAS RECEIVED NUMEROUS MONTHS OF INCORRECT BILLING ARE IN THE PUBLIC INTEREST?

A: No, I do not.

Q: WHY NOT?

A: Utility customers/consumers should not have to pay for the negligence of the utility company . AmerenUE, or any other utility company, should not be allowed to bill customers/consumers for unmetered service or for broken/faulty equipment. Furthermore, the vast majority of individual utility customers have no way to know or to find out if the methods and measuring devices used by the corporate utility provider (AmerenUE) are accurate in their measurement and fair in their calculation. It is obvious from the fact that my meter failed for a period of months that measurement is not accurate in many instances. AmerenUE continued in their negligence for approximately four months. Individual utility customers are forced to rely on the good will and good business practices of the corporate utility provider. AmerenUE has a history of overcharging their utility customers and making a correction only when caught and forced to make repayment. Even then they try to find ways to make the smallest possible repayment to their customers. One has to wonder how frequently they overcharge for their services, are not caught and simply keep the money. Currently AmerenUE is being forced to pay back millions of dollars in overcharges to its

customers. As is clear from the recent scandals involving a host of large corporations, serving the common good or the public interest frequently is not a corporations concern.

Furthermore, there is an enormous discrepancy in the balance of power between the individual customer/consumer and the corporate utility company. The Public Service Commission should regulate in the interests of the everyday public not the utility company. It seems to me that the rightful role of the PSC is in regulating in the public interest and for the common good not for the corporations advantage over the public. The utility corporation does not need an advocate, they have abundant funds to pay for lawyers, accountants and consultants; it is the public that needs an advocate and watchdog over the corporations that pray upon everyday, unknowing and relatively powerless individuals. If the tariffs and/or regulations where written in the "public interest," they would not be written by the utility company. They would be written in such a way that, in all but those cases of proven fraud, the "benefit of the doubt" would go to the "little guy" the individual consumer. This would indicate the willingness of the corporate provider (AmerenUE, in this case) to be open and genuinely in service to its customers/consumers. And, this kind of oversight by the Public Service Commission would be authentically in the public interest. AmerenUE works assiduously with amply funding to ensure that, at all times, they hold an advantage over their customers/consumers. As it now stands, the utility company (AmerenUE) writes the regulations; they determine how much you owe and how to calculate what you owe. Even when it is their negligence that caused the problem, AmerenUE is given this broad leeway.

AmerenUE hasn't undertaken to be in the utility regulation-writing business because they want to spend money assuring they treat their customers well, providing them with the lowest price and best service and with open accountability for their actions. Rather, it is that they want to assure

they always have an advantage over their customers and that they at all times are in total control of the system of dispensing utilities. They don't want even one customer/consumer to be able to successfully challenge their system, much less for the public to have a more transparent, just and energy conserving system that would cost consumers less and thus, likely, be less lucrative to the utility.

Q: WHAT IS YOUR UNDERSTANDING OF THE PURPOSE OF UTILITY REGULATION?

A: My most basic understanding is that regulation is to act as a surrogate of a truly competitive market. It is a fact that AmerenUE is a monopoly provider of natural gas services to captive customers.

The need for regulation indicates that rules of fairness, openness and accountability must be established or one party will be at a distinct disadvantage in the market system. It is the nature of regulation to give favor to one party or the other. I have seen no evidence of neutral, unbiased regulation. Regulations either govern for the common good/public interest or they govern for the benefit of vested/corporate interests. Increasingly, the public sees systems of public accountability (such as the Missouri Public Service Commission, Congress, state legislatures etc.) undermined and cooped by big business interests. In current political and economic milieu, regulation moves ever toward the interests of corporations such as AmerenUE and away from the public interest or common good.

Q: DO YOU BELIEVE THAT TARIFF SHEETS 57 AND 57.1 PROPERLY FULFILL THE ROLE OF UTILITY REGULATION?

A: No I do not.

Q: WHY NOT?

A: They are not in the public interest, they solely serve the interests of AmerenUE. They are merely an outline for billing the customer for gas service under any circumstance, except in those cases in which the customer simply does not use their utility.

Q: WHAT ARE YOU REQUESTING THAT THE COMMISSION DO WITH RESPECT TO TARIFF SHEETS 57 AND 57.1?

A: Change the regulation to reflect greater accountability and responsiveness of AmerenUE to their customers. Disallow billing of customers for estimated service when utility company equipment fails and/or it is the company's negligence. Write regulations in such a way that the customer/consumer does not have to pay for the company's negligence. In this time of automation, electronics, satellite and radio signals etc, AmerenUE has every opportunity to have instantaneous usage information.

Q: HOW DO YOU WISH THE COMMISSION TO RESOLVE YOUR COMPLAINT AGAINST UE?

A: Change the regulations that allow AmerenUE to bill when they fail to meter gas or electric due to their negligence in maintaining their equipment or service in proper working order. Stipulate that they shall bill for metered service only. Disallow estimated billing. Remove the $89.25 charge from my AmerenUE bill. In the future, do not allow them to bill me, or any other utility consumer, for their negligence.

Q: DOES THIS CONCLUDE YOUR TESTIMONY?

A: Yes it does.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the matter of Barbara Ross, Complainant

V.

Ameren and Union Electric Co.,
d/b/a AmerenUE

Case No. GC-2002-388

Affidavit of Barbara S. Ross

STATE OF MISSOURI

ss.

COUNTY OF ~~COLE~~ Osage

Barbara S. Ross, being of lawful age, on her oath states: that she has participated in preparation of the following Testimony in question and answer form, consisting of 4 pages to be presented in the above case; that the answers in the following Testimony were given by her; that she has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of her knowledge and belief.

Barbara S. Ross

Subscribed and sworn to before me this 16 day of August 2002.

VERONICA LYNN NILGES
Notary Public - Notary Seal
STATE OF MISSOURI
County of Osage
My Commission Expires: Sept. 11, 2005

Veronica Lynn Nilges