ILLINOIS COMMERCE COMMISSION

Docket No. 09-0193

DIRECT TESTIMONY

OF

Patricia Albert

ON BEHALF OF

ILLINOIS POWER COMPANY

d/b/a AmerenIP

St. Louis, Missouri

September 4, 2009

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d/b/a AmerenIP

Q. Please state your name and business address.

A. My name is Patricia Albert. My business address is 370 S Main St., Decatur, Illinois.

Q. By whom are you employed and in what position?

A. I am employed by AmerenCILCO in the position of Supervisor of Customer Accounts.

Q. Please describe your educational background and work experience.

A. I am a 34-year Ameren employee; Supervisor of Customer Accounts the past five years.

Q. What are your duties as Supervisor of Customer Accounts?

A. The Customer Accounting Supervisor is responsible for managing and directing a team that ensures electric and gas industrial, commercial and residential bill calculations are accurate and all bills are produced

in a timely manner. Monitor and ensure ICC and Ameren policy and procedure compliance in various aspects of billing and any billing exceptions. Those exceptions include but are not limited to: Monthly electric and gas billing, Switched meter adjustment, Fast/Slow meter adjustment, Non-registering meter adjustment and area lighting adjustment.

Q. Are you familiar with the subject matter of this proceeding?

A. Yes, I am.

Q. What is the purpose of your Direct Testimony?

A. To respond to the allegations made by Ms. Johnson directed at AmerenIP in this docket.

Q. Do you have any exhibits that you are sponsoring in support of your responsive direct testimony?

A. Yes. I have attached the following exhibits to my testimony:

1. Ameren Exhibit 1.1: Account Activity Statements for Ms. Johnson's AmerenIP accounts 93844-48651, 76875-97015 and 76875-97024
2. Ameren Exhibit 1.2: Gas Meter Reading History for Accounts 76875-97015 and 76875-97024
3. Ameren Exhibit 1.3: Account History (Transfers/Billing/Deposit/Payments for Paula Johnson's Illinois Power (IP) Account 69279-46296

4. Ameren Exhibit 1.4: Account History (Transfers/Billing/Deposit/Payments for Paula Johnson's AmerenIP Account 93844-48651

5. Ameren Exhibit 1.5: Gas Account History (Transfers/Billing/Deposits/Payments for Paula Johnson's AmerenIP Account 76875-97015

6. American Exhibit 1.6: Gas Account History (Transfers/Billing/Deposits/Payments for Paula Johnson's AmerenIP Account 76875-97024

Q. Have you read, and are you familiar with, Ms. Johnson's direct testimony in this case?

A. Yes, I have read her testimony and am familiar with its contents.

Q. Are you familiar with Ms. Johnson's account history with AmerenIP?

A. Yes, I am.

Q. For context, please describe generally the account history for Ms. Johnson.

A. Ms. Johnson's account history is contained in the exhibits described above. In pertinent part, the exhibits relate the following account history:

Ameren Exhibit 2.3 IP Account 69279-46296

Prior to Ameren's acquisition of IP, Ms. Johnson began electric and gas service with IP on 12/26/00 at 1633 5th Street in Madison, IL. Ms.

Johnson had service at this address from 12/26/00 to 06/01/01 and made one payment of $120.00. Ms. Johnson's final account balance of $836.63 was charged off to bad debt on 08/31/01.

Ameren Exhibit 2.4 AmerenIP Account 93844-48651

Bad debt charges of $836.63 from IP Account 69279-46296 were transferred on 12/10/07 to Ms. Johnson's AmerenIP account 93844-48651. LIHEAP made a payment of $296.00 to allow Ms. Johnson to obtain service at 715 N 24th St., East Saint Louis, IL. The remaining balance of $540.63 owed on the account was transferred to Ms. Johnson's new account 76875-97015.

Ameren Exhibit 2.5 AmerenIP Gas Account 76875-97015

Ms Johnson began gas service at 715 N 24th St., East Saint Louis, IL with a balance of $540.63 on 01/17/08. She was charged a deposit of $150.40, payable in four (4) installments. Ms. Johnson did not pay the gas account balance in full each month and was issued a gas disconnect notice on 05/09/08. AmerenIP placed an automated collection call to the phone number on the gas account on 05/15/08 regarding her pending disconnection of gas service for non-payment. Gas service was disconnected for non-payment on 05/22/08. The previously paid gas deposit of $150.40 was credited to her gas account leaving a final balance of $661.17. The gas account balance was charged off to a collection agency on 07/21/08.

Ameren Exhibit 2.6 – AmerenIP Gas Account 76875-97024

On 10/14/08, Ms. Johnson made a good-faith payment of $75.00 per LIHEAP's request in order for her to obtain gas service again at the 715 N 24th St., East Saint Louis, IL address. Ms Johnson was assessed a deposit of $216.00 on her newly established gas account. On 11/17/08, payments totaling $662.00 were received from LIHEAP and credited to her gas account. On 03/06/09 AmerenIP billed Ms. Johnson $168.09 for a gas meter/AMR module that did not register properly from 12/21/08-01/13/09. The gas usage adjustment was based on the prior year's gas usage history of 7.35 therms per day. Ms. Johnson was using an average of 9.215 therms per day before and after the gas meter/module failed. So, basing the non-registering gas meter adjustment on the prior year's gas usage history was in the customer's favor. On 04/07/09 Ms. Johnson entered into a pay agreement on her gas account in the amount of $548.15, payable in ten (10) installments of $55.00 per billing period. On 06/10/09 Ms. Johnson defaulted on her gas account pay agreement; $431.75 became due upon default bringing her gas account balance to $460.99. On 07/10/09 Ms. Johnson was issued a gas disconnect notice plus automated collection calls were placed to the phone number on the gas account on 07/15/09 and 07/16/09. The gas account balance on 07/10/09 was $538.71. Paula Johnson's gas service was disconnected for non-payment on 07/23/09. The previously paid gas deposit amount of $216.99 was refunded to Ms.

Johnson's gas account leaving a final balance due of $321.72. A late payment charge of $5.05 was assessed to the gas account on 08/27/09. Her current amount due AmerenIP is $326.77.

Q. How long has service been in Ms. Johnson's name at 715 N. 24th St., East St. Louis, IL?

A. Ms. Johnson began AmerenIP gas service at 715 N 24th St, East St Louis, IL on 01/09/08; she has had AmerenCIPS electric service at this address in her name since 11/03/06.

Q. Before gas service was in Ms. Johnson's name for 715 N. 24th St., East St. Louis, IL, what name was the service in?

A. The service was previously in Ida Mae Parks' name, whom I understand to be the complainant's mother.

Q. In the account history you outlined above, it is indicated that Ms. Johnson's gas"AMR module" failed. What does this mean?

A. An Automated Meter Reading (AMR) module is affixed to a meter and transmits meter data thereby eliminating the need for a manual reading of the meter. The gas AMR module at 715 North 24th St., East St. Louis, IL failed, and AmerenIP did not receive gas billing information for approximately one month this past winter. The failed gas AMR module problem has now been corrected. For the period of time the AMR module and meter were not correctly recording and transmitting usage, AmerenIP utilized usage data from the prior year for Ms.

Johnson's premises to approximate Ms. Johnson's usage for the missing period.

Q. Ms. Johnson's complaint alleges that AmerenIP "anticipates the revenue" they receive from energy assistance agencies and other charitable groups. Is this statement correct?

A. AmerenIP certainly works with assistance agencies to distribute payment, but does not understand the allegation about improper actions with regard to the "anticipation" of such dispersements, and denies misconduct.

Q. To your knowledge, did AmerenIP or any of its agents or employees act with malice or negligence with regard to Ms. Johnson or Ms. Johnson's gas service account?

A. No.

Q. Did AmerenIP deny any medical certificate provided by Ms. Johnson or similar document at any time? If the answer is yes, please explain the reason for the denial.

A. Our business records indicate that a medical certificate that would have prevented disconnection of *electric service* in early 2008 was denied because the required form was not submitted. The purpose of the form is to validate that medical equipment is in the home that requires continued utility service. The form must be signed by a physician. Follow up correspondence and phone contact was attempted as a reminder that the form was required, but to no avail. A

certified denial letter was mailed to the premises on March 27, 2008 AmerenCIPS is currently providing electric service to Ms. Johnson at 715 N. 24th St., East St. Louis, IL. There is no pending disconnection for Ms. Johnson's electric service at this time.

Q. What type of gas meter is affixed to Ms. Johnson's service premise at 715 North 24th St., East St. Louis, IL?

A. An American Gas meter with an AMR module is affixed to Ms. Johnson's service premise.

Q. To your knowledge, is that gas meter functionally properly?

A. Yes.

Q. Do you have any knowledge of negligent maintenance or unsafe condition of the gas meter or service equipment at 715 North 24th Street?

A. No.

Q. Were gas leak reports made by Ms. Johnson on her account? If so, how did AmerenIP respond?

A. To date, no records of gas leaks have been made.

Q. To your knowledge, did AmerenIP any of its agents or employees take any adverse action against Ms. Johnson or "disabled residents" because they were poor, elderly, or disabled at the premises located at 715 North 24th Street?

A. No.

Q. Did AmerenIP "trump up" or otherwise falsely assess $1,480.00 in gas service charges related to the bill at 715 North 24th St.?

A. No. Ms. Johnson began gas service at 715 N 24th St., East Saint Louis, IL on 01/09/08. Per Ms. Johnson's request, charges of $602.30 were transferred from Ida Mae Parks (mother) gas account to Ms. Johnson's new gas account and charges of $540.63 were transferred from Ms. Johnson's bad debt account 93844-48651 starting the gas account balance at $1,142.93. A gas payment of $100.00 was received on 01/29/08. Ms. Johnson was billed a gas deposit and gas charges of $307.84 on 02/11/08 bringing her gas account balance to $1,350.77. Ms. Johnson made a gas payment of $150.00 on 03/04/08. The gas account billed again on 03/11/08 in the amount of $256.38 bringing the gas account balance to $1,457.15. On 04/02/08, Ida Mae Park's bad debt account charges of $602.30 were transferred back to Account 76875-97006 leaving a balance of $854.85 on Ms. Johnson's gas account.

Q. Please explain the dispute related to approximately $497.22 that occurred on or about June of 2009.

A. On 06/10/09, Ms. Johnson's gas account balance was $489.51. A late payment charge of $7.71 was assessed to her gas account on 07/08/09 bringing her gas account balance to $497.22.

Q. To your knowledge, did AmerenIP disconnect Ms. Johnson's service at 715 North 24th St., East St. Louis, IL at any time without proper notice?

A. No.

Q. To your knowledge, did AmerenIP ever refuse to allow Ms. Johnson to speak with a supervisor?

A. Not to my knowledge.

Q. Are you aware of any violation of any Commission regulation, any action in contradiction to AmerenIP's policies, or any other act of impropriety or negligent conduct with regard to Ms. Johnson or her service account?

A. No, I am familiar with Ms. Johnson's account history and have not seen any indication of improper conduct.

Q. Does this conclude your direct testimony?

A. Yes, it does.