

# BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

ERIC E. VICKERS,  
PERSONALLY AND ON BEHALF OF ALL  
CUSTOMERS OF AMEREN MISSOURI WHO  
HAVE SOUGHT RELIEF UNDER THE COLD  
WEATHER RULE

Complainant

vs.

AMEREN MISSOURI,

MISSOURI PUBLIC SERVICE COMMISSION

Defendants

Case No.

**FILED<sup>3</sup>**

APR 4 2011

Missouri Public  
Service Commission

## FORMAL COMPLAINT AGAINST AMEREN MISSOURI AND MISSOURI PUBLIC SERVICE COMMISSION

### Count I

**COMES NOW** complainant, Eric E. Vickers, personally and on behalf of all customers of Ameren Missouri ("Ameren") who have sought relief under what is known as the Cold Weather Rule, and, pursuant to 4 CSR 240-2.070, states the following as his complaint against Ameren and the Public Service Commission ("PSC").

1. 4 CSR 240-13.055 establishes what is known as the Cold Weather Rule ("CWR"), stating in pertinent part: **"Purpose: This rule protects the health and safety of residential customers receiving heat-related utility service by placing restrictions on discontinuing and refusing to provide heat-related utility service from November 1 through March 31..."**.
2. Under 4 CSR 240-13.055, any person seeking relief under the CWR has the right to pay their utility provider 10% of outstanding balance of their utility bill, plus the cost of an



average month's bill, with the balance of the utility bill paid out in monthly installments over a twelve month period.

3. The CWR mandates that the utility company enter into a payment agreement with a customer who seeks relief under the CWR, with 4 CSR 240-13.055 (10) stating in relevant part: **"Payment Agreements. The payment agreement for service under this rule shall comply with the following:...The utility shall confirm in writing the terms of any payment agreement under this rule..."**
4. Under the CWR, if a customer defaults on an agreement entered into with a utility under the CWR, the utility can require the customer to pay 80% of the outstanding balance of their utility bill, rather than pay the lesser 10% plus one month's average balance.
5. On or about March 15, 2011, Complainant contacted Ameren Missouri to request an agreement under the CWR, and thereon tendered payment to Ameren an amount equal to 10% of his outstanding utility bill balance plus one month's average bill.
6. On or about March 16, 2011, Ameren rejected Complainant's request for relief under the CWR by (a) refusing to enter into an agreement for and based upon said amount tendered by Complainant on March 15, 2011, and by (b) claiming that Complainant had defaulted on an agreement entered into with Ameren under the CWR in January 2011.
7. Complainant never entered into any agreement under the CWR with Ameren in January 2011, and has never received in writing any confirmation of such an alleged agreement from Ameren; nor has Complainant received or entered into any written agreement with Ameren.
8. Despite Complainant explicitly disputing with Ameren that he had entered into an agreement with Ameren under the CWR either in January 2011 or at any time, Ameren threatened to disconnect Complainant's electrical service if Complainant did not pay 80% of the outstanding utility bill, rather than the 10% plus one month's average balance paid by Complainant on March 15, 2011.
9. Under protest and duress, Complainant paid said 80% charge required by Ameren to prevent a disconnection of electrical service.



10. In the course of seeking a resolution with Ameren, Complainant discovered that as a matter of practice and policy Ameren does not put in writing agreements entered into with customers under the CWR, but instead only uses verbal telephone conversations as the basis for claiming an agreement was entered into with a customer under the CWR.
11. By not complying with the law's requirement that agreements made under the CWR be put in writing, Ameren wrongfully charged Complainant 80% of his outstanding bill and wrongfully threatened to disconnect his electrical service.
12. By not complying with the law's requirement that agreements made under the CWR be placed in writing, Ameren has charged Ameren customers similarly seeking relief under the CWR 80% of their outstanding bill by claiming they defaulted on a verbal agreement.
13. Ameren, in violation of the law, refused to enter into an agreement with Complainant under the CWR.

#### **Count II**

14. Despite Complainant advising the staff of the Public Service Commission (PSC) that he had no agreement with Ameren under the CWR in January 2011, and that Ameren had no written confirmation of either any agreement in January 2011 or any agreement Ameren claimed Complainant defaulted on; and despite further advising the PSC staff that the stated policy and practice of Ameren was and is to not put agreements with customers under the CWR in writing, the PSC has taken no action to either require Ameren to have written confirmations of all agreements entered into under the CWR or to require Ameren to have a written agreement in order to claim a customer has defaulted on the agreement.

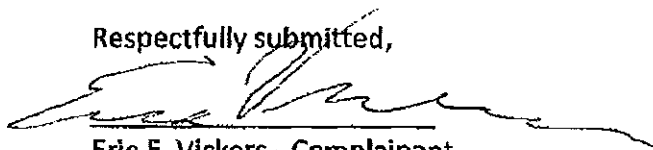
#### **Relief Requested**

15. That Ameren Missouri be required to provide the PSC written proof of and/or written confirmation of every agreement entered into with customers under the Cold Weather Rule the past three (3) years;



16. That Ameren Missouri be required to provide the PSC written proof of and/or written confirmation of every agreement entered into with customers Ameren claims defaulted on agreements entered into under the Cold Weather Rule the past three (3) years;
17. That Ameren Missouri be required to provide the PSC the names and the total number of every customer Ameren claims defaulted on an agreement under the Cold Weather Rule the past three (3) years;
18. That Ameren Missouri be required to repay to every consumer that for the past three (3) years Ameren imposed the 80% charge for defaulting on an agreement under the Cold Weather Rule, which Ameren cannot produce a written confirmation of the agreement it claims was defaulted on;
19. That Ameren Missouri be enjoined from enforcing the 80% payment charged imposed on Complainant, and further be required to enter into the agreement under the Cold Weather Rule that Complainant sought on March 15, 2011;
20. That the Public Service Commission be required to undergo an internal investigation to determine the competence, independence, and objectivity of its staff in investigating and resolving complaints filed against Ameren Missouri;
21. That damages be awarded to Complainant and those similarly situated for the harm caused by Ameren Missouri's willful and deliberate violation of the law.

Respectfully submitted,



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