

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE  
STATE OF MISSOURI

FILED

MAR 26 2012

Name: Donna L. Reseck  
Complainant

vs.

Company Name: Ameren - Missouri  
Respondent

Missouri Public  
Service Commission

Case No.

COMPLAINT

Complainant resides at 306 N. Main St  
(address of complainant)  
Elsberry, mo 63343

1. Respondent, Ameren - Missouri  
(company name)  
of St. Louis, mo.  
(location of company), is a public utility under the

jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

See Attached

On October 20, 2011 employees of Ameren were in Elsberry, MO working at the new power station located on Hwy. B east of town. The old power station is next door to the south of my business, and was still the towns' power source on that date. As far as I understand it: as the new power station was tested the old station should have powered down as the new powered up and visa-versa. But I have been told due to a faulty relay; that is not what occurred. I was forced to close the Laundromat that day, and could not stock the bait & tackle with hunting gear because I had to pay bills instead and had to close that side down a few weeks later. I have re-opened the bait & tackle on March 16th. The Laundromat remains closed.

Myself and my fiancé', Dean Sickmeier along with two customers, were in the Laundromat on Oct. 20. We started noticing an odor similar to burning paper in the building, but could not find the source. We did notice one of the washers not tumbling at the normal high speed and one machine with an error code. We emergency stopped that machine and when we opened the door after the lock disengaged the drum continued to spin. This should never occur. There was an Ameren employee across the road in his truck and Dean walked over to speak with him. Dean was told Ameren was not doing anything that would affect our service in any way. By the time Dean returned, more machines were throwing error codes and the smell was stronger. We moved all customer clothes from washers to dryers, the dryers also were having problems and error codes, finally we got the customers clothes done and locked our doors, I have been closed ever since.

I looked up codes while he drove to the new station to confront workers once more. More machines began coding and new codes were appearing while Dean was gone. The codes were for over-voltage F-15, over-load F-17, over-current F-14. Meanwhile Dean was told again that nothing was being done, but was told "strange, you are the third business owner to come ask." Dean started walking away then thought and went back, asking for someone to come take a look. Two employees followed him back.

As they entered the building they noted the smell was electrical and saw some of the error codes. When Larry, (one of the employees) placed his hand on top of one of the washers it was very hot to the touch, under normal conditions they do not even get warm. The employees went out back to test my meter, a few minutes later, I followed. I overheard Larry at the meter tell the other gentleman, "call them, tell them to shut it down, NOW."

Larry came inside and informed us to file a claim and that we were receiving approximately twice the power we were supposed to. It had been nearly two hours by this time. I discovered my phone system non-operational and had to plug in an old corded phone. I contacted Ameren to place a claim; I then contacted my local Dexter machine service representative for an emergency service trip. I then contacted my insurance provider who recommended following through with Ameren. He let us know we were not required to make a insurance claim and if we did our rates would increase a minimum of 1500.00 a year for the next three years for a total increase of 4500.00 min. plus owe my deductible. For something that is not my fault.

In the meantime Dean powered down all the machines and began inspecting for damage. Every washer had a scorch mark above the transformers on the stainless steel lids. All machines had thrown codes. My Dexter rep. came out and found damage to circuit boards, transformers, safety switches, sensors and significant stress to entire

electrical system and rubber components. He also found damage to the water heater electrical components. I was informed the damage sustained voided all the warranties on the machines. My business essential received a two hour lightning strike. Something no surge protection could withstand. And no warranty was meant to protect against. I additionally had my heating & cooling service rep. come check that out, he found no foreseeable issues. I also found the security system was not operating correctly, I had lost the infrared cameras and the monitor was making a buzzing/whining noise. I received the claim papers to fill out from Ameren the next day and had them completed and mailed the 22nd of October. Total mechanical replacement expense is \$151,987.64 and I also claimed an additional \$250.00 per day of lost income.

Dean called Ben in the claims department every week (usually twice a week) and kept getting the runaround. It took nearly three months and hiring an attorney to send a demand letter for Ameren to send an electrical engineer out to do an assessment. On December 5th they finally made an offer to fix machines and carry my warranty in-house. No downtime, no phones, no water heater, no security system. It took them nearly three months to come out and look at my machines, why would I want them to carry my warranties?

I countered Dec. 6th; that I wanted the same warranties I had including calling my representative from Dexter directly for service, and a lifetime liability warranty. I got a repair estimate of \$128,482.12 (which included a very high service hour fee to change out all components). Plus I wanted 15,000.00 in lost income, washer lid replacement, and repair of water heater. I was willing to cover replacement of phones and security and the 6,000.00 installation costs for machines. Either Ameren accepted full warranty responsibility plus additional costs or I would accept 160,000.00 cash settlement, cautioning that time was of the essence, due to my ever increasing lost income.

January 25th, after my attorney threatened court proceedings, they countered with 140,500.00 cash settlement. At this point the lost income had brought the total to approximately 180,000.00. I couldn't even replace my machines with their offer. I countered with 180,000.00. February 8 they offered 150,000.00, again I refused. I countered with 170,000.00 hoping for resolution. Once again reminding them of time and told them the offer was good only until March 2 and I was prepared to go to court if necessary. March 9 they offered 155,000.00 and said their investigation was complete and this was the final offer. I informed my lawyer the lowest I would accept at this point was 180,000.00 and if Ameren remained unresponsive I was prepared to go to court and take this public.

As of March 23, 2012 I have a total loss of approximately 191,000.00 and even after I receive a check it will take about three weeks from placement of order to installation with another 5,250.00 in lost income. By the end of April I will be at a total loss of 200,000.00 not including the customer base I will have to regain and the customers who have purchased new machines because it was cheaper than driving an extra 55 miles round trip to the next closest Laundromat.

If Ameren had made the 155,000.00 offer in a timely manner (within a few weeks or even a month) of the incident, I would have gladly accepted. Instead they have been irresponsible and uncaring in this matter. I just want to catch up my delinquent bills and get my business back open.

3. The Complainant has taken the following steps to present this complaint to the Respondent:


WHEREFORE, Complainant now requests the following relief:

Replacement costs for my damaged equipment. Income loss from Oct 21 to present or a reasonable offer thereof.

3-23-12  
Date

  
Signature of Complainant

573-898-2974  
Complainant's Phone Number

Ontheline11c@yahoo.com  
Complainant's E-mail Address

Attach additional pages, as necessary.  
Attach copies of any supporting documentation.