

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

For Commission Use Only:
Case: 09-0455

FORMAL COMPLAINT

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, Illinois 62701

ORIGINAL

Regarding a complaint by (Person making the complaint): WRAMSCO

Against (Utility name): Northern Illinois Gas Company dba NICOR

As to (Reason for complaint): Discontinuation of gas, refusal to reinstate heat, refusal to honor agreement, inappropriate billing, refusal to negotiate to reinstate heat, failure to follow laws and rules, unfair and deceptive acts and practices

In Lisle Illinois.

TO THE ILLINOIS COMMERCE COMMISSION, SPRINGFIELD, ILLINOIS:

My mailing address is 4925 Indiana Avenue, Lisle, Illinois 60532

The service address that I am complaining about is 4925 Indiana Avenue, Lisle, Illinois 60532

My home telephone is []

Between 8:30 A.M. and 5:00 P.M. weekdays, I can be reached at (630) 960-1020

My e-mail address is tlwalker@wramSCO.com I will accept documents by electronic means (e-mail) Yes No

(Full name of utility company) Northern Illinois Gas Company dba NICOR (respondent) is a public utility and is subject to the provisions of the Illinois Public Utilities Act.

In the space below, list the specific section of the law, Commission rule(s), or utility tariffs that you think is involved with your complaint.
83-II.Adm.Part 280.100, 220 ILCS 5/1-102(a)(i), 220 ILCS 5/1-102 (d)(i)(ii), 83-II.Adm.Part 280.130(a)(h), 83-II.Adm.Part 280.160(c) 83-II.Adm.Part 280.170(a), 83-II.Adm.Part 500.150(a), 220 ILCS 5-107, 220 ILCS 5/5-202.1(a), 220 ILCS 5/8-205(c)(2), 83-II.Adm.Part 280.80(a-b), 83-II.Adm.Part 280.70(2), 83-II.Adm.Part 280.70(1-2), 83-II.Adm.Part 280.100(d)(e), 83-II.Adm.Part 280.160(a), 83-II.Adm.Part 280.105(a), 83-II.Adm.Part 500.220, 815 ILCS 505/2 Sec 2, 220 ILCS 5/4-601(c), 83-II.Adm.Part 280.60 (f), 83-II.Adm.Part 280.100 (d)

Have you contacted the Consumer Services Division of the Illinois Commerce Commission about your complaint: Yes No

Has your complaint filed with that office been closed? Yes No

CHIEF CLERK'S OFFICE
2009 OCT 14 A 11:14
ILLINOIS COMMERCE COMMISSION

Please state your complaint briefly. Number each of the paragraphs. Please include time period and dollar amounts involved with your complaint. Use an extra sheet of paper if needed.

1. On 11/19/08, Nicor reported taking an actual read of our gas meter and submitted the read to billing for the Oct/Nov bill.
2. An actual read was not provided in January 2009 on either the Dec/Jan or Jan/Feb original bills. Nicor estimated bills for three consecutive months without explanation.
3. On 3/20/09 at 12:30 am Nicor reported taking an actual read of our gas meter and submitted the read to billing for the Oct/Nov bill.

Continued on an extra sheet of paper.

Please clearly state what you want the Commission to do in this case:

1. Order Nicor to immediately restore heat to the building. See extra sheet of paper for additional requests.

NOTICE: If personal information (such as a social security number or a bank account number) is contained in this complaint form or provided later in this proceeding, you should submit both a public copy and a confidential copy of the document. Any personal information contained in the public copy should be obscured or removed from the document prior to its submission to the Chief Clerk's office. Any personal information contained in the confidential copy should remain legible. If the personal information is provided in your public copy, be advised that it will be available on the internet through the Commission's e-Docket website. The confidential copy of any filing you make, however, will only be available to Commission employees. If you file both a public and confidential version of a document, clearly mark them as such.

Today's Date: 10/13/09
(Month, day, year)

Complainant's Signature: *Jessie Walker*

If an attorney will represent you, please give the attorney's name, address, telephone number, and e-mail address.

TBD

When you finish filling out this complaint form, you need to file the original with the Commission's Chief Clerk. When filing the original complaint, be sure to include one copy of the original complaint for each utility company complained about (referred to as respondents).

VERIFICATION

A notary public must witness the completion of this part of the form.

I, WRAMSCO, Complainant, first being duly sworn, say that I have read the above petition and know what it says. The contents of this petition are true to the best of my knowledge.

Jessie Walker
Complainant's Signature

Subscribed and sworn/affirmed to before me on (month, day, year) October 13, 2009.

Gregory H Walker
Signature, Notary Public, Illinois



(NOTARY SEAL)

NOTE: Failure to answer all of the questions on this form may result in this form being returned without processing.

Please state your complaint briefly (continued):

4. No statement at the regular billing period for Feb/Mar which showed that billing had been delayed due to a computer rejection and an investigation was being conducted by the utility was ever sent to us.
5. In June 2009, we requested a deposit amount just posted to the account be removed as the amount was disputed as too high. Nicor agreed.
6. On 4/6/09 at 8:47 am, Nicor reported an actual read of our gas meter and submitted it to billing.
7. On 4/6/09, Nicor disconnected gas service based on non-payment, however, they lost our February payment, were supposed to have waived the deposit back in June 2008, and never provided any notice of intent to disconnect.
8. On 4/7/09, three (3) Nicor employees offered to reinstate gas with different payment amounts offered. After going through painful detail on our account including deposit postings, payments, interest, bills going as far back as 2007, payments posted, late fees posted, paid and reversed, and current charges, an agreement was reached between Nicor and Wramasco.
9. On 4/7/09, Nicor offered a "pay-off balance" to resolve any and all issues resulting from bills, deposits, postings and payments through February 17, 2009. Nicor would reinstate gas upon payment.
10. On 4/7/09, I specifically asked all three Nicor employees where the Feb/Mar bill was at it would have been due by now and should be considered in this agreement. All three employees stated Nicor was working on it and would be sending me one for Feb/Mar shortly. No explanation was offered.
11. On 4/7/09, I specifically asked Sheryl that payment of the agreed pay-off balance would bring our account to zero through February 17, 2009 and that there would be no other charges through February 17, 2009 with this agreement. This was a condition of the agreement. She said yes.
12. On 4/7/09, Nicor reversed the deposit, posted deposit funds to the account, reversed late fees, and agreed to reinstate the gas upon WRAMSCO's payment of their offer of \$3,070.10 to resolve any and all billing charges through February 17, 2009. The agreement was accepted, payment was given via credit card, payment was accepted and the agreement was concluded.
13. On 4/8/09, Nicor printed and mailed a bill to us in the amount of \$15,966.44 for services rendered from November 19, 2008 through April 21, 2009. (Charges through February 17, 2009 had already been resolved by agreement the day before.)
14. On 4/10/09, I disputed the bill via facsimile, letter and phone call requesting supporting documentation and explanation given the agreement we entered into just days before.
15. On 4/21/09, Nicor mailed a bill to us in the amount of \$22,146.52, adding a new deposit of \$8,912 and late fees to the previous bill, despite the fact that the bill was a "make-up" bill.
16. On 5/19/09, unknown to us, Nicor disconnected our gas. Notice was not provided.
17. Despite our efforts since 4/10/09 including multiple letters, facsimiles, emails, and payment of non-disputed bills, Nicor refused to respond.

18. We continued to pay the Mar/Apr, Apr/May and May/June bills to Nicor. When we discovered Nicor actually turned the gas off on 5/19/09, we discovered that they billed us and we paid for May/June while the gas was off. No adjustments have been made.
19. On 7/20/09, an informal complaint was made to the Illinois Commerce Commission. This is the date they purportedly disconnected the gas only to discover later that it was actually 5/19/09.
20. After 3 ½ months of disputing the bills and asking for a response, Nicor finally responded on 7/24/09 stating they removed the deposits, all 2009 late fees, and posted credits to our account leaving a current balance due of \$12,763.81. Once payment or payment arrangements are received, gas will be reinstated.
21. On 7/24/09, a second letter from Nicor was received acknowledging our agreement of April 7, 2009 but now stating that was based on the billing at the time and the next bill was not released until April 8th and Nicor can prepare a "make up" at any time within a 12 month period. A payment plan for the \$12,763.81 over 6 months was offered.
22. The 7/24/09 letter also states that in response to our questioning that something had to be wrong to make the bills this large, that if we wanted the equipment tested, we would "need to call our own contractors" and pay for it.
23. On 8/28/09, the individual who negotiated and accepted our April agreement was taken off the case and moved to a different department at Nicor.
24. Despite enormous attempts between 7/24/09 and 9/24/09 by myself and the Illinois Commerce Commission, Nicor withheld responding to us again until 9/24/09 when they made an offer of \$500 off the bill. (This offer was not genuine given they still needed to credit 2009 late payments close to that amount as agreed to on 7/24/09.)
25. To get gas turned on, I responded with an offer of \$350 a month for the next 6 months given our previous agreement and subsequent dispute over the make up bill.
26. On 9/28/09, Nicor sent an email rejecting the offer and refusing to negotiate or reinstate the gas until full payment is made.
27. On 10/6/09, we sent another offer via the ICC of \$1,500 new money now and \$350 a month for the next 6 months to resolve the debt and reinstate gas. This was rejected.
28. After the rejection on 10/6/09, we requested Nicor allow gas service under the building as WRAMSCO is only a tenant in the building.
29. On 10/12/09, Nicor called and stated after speaking with billing, they cannot allow gas service for the building/owner due to the unresolved debt with WRAMSCO.
30. After the rejection on 10/12/09, we contacted several alternative gas providers for service. We were told that they could not provide us service as we currently have an unresolved dispute with Nicor.

Please clearly state what you want the Commission to do in this case:

2. Order no additional funds are due or payable to Nicor for the time period previously resolved with our April 7, 2009 agreement and resulting from the make up bill.
3. Order Nicor to pay damages to Wramasco for loss of time, loss of sales, increased costs for alternate electric heating in an amount not to exceed \$50,000.
4. Order punitive damages against Nicor for their willful and deceptive acts and practices, including false pretense, false promise, misrepresentation, concealment, suppression or omission of material fact in the conduct of their business in an amount not to exceed \$100,000.
5. Order Nicor pay any attorney fees incurred as a result of their conduct.
6. Order Nicor to investigate for potential illegal tap and produce results.
7. Order Nicor's meter reader(s) to leave a card at each read in accord with 83-IL.adm.part 500.33(c)(1) regardless of a request by the customer.
8. Order Nicor to discontinue its billing practice of "make-up" bills. This results in no responsibility on the part of Nicor to perform its duties efficiently and within the best interest of the general public. In fact, these lump sum bills are of substantial proportion and credit an unfair and undue hardship upon the people of the State of Illinois that could not have been intended by original draft of the Administrative Code.
9. Order Nicor to discontinue advising alternative gas companies that they cannot do business with companies seeking gas while in a dispute with Nicor.
10. Order any other and further action appropriate against Nicor including investigation by the Illinois Commerce Commission and referrals to any other organization or department for investigation as the Illinois Commerce Commission deems required.