

Cheryl L Fabulae
Complainant

Vs

CASs No. EC-2007-0146

Kansas City Power & Light
Respondent

Response to Order Directing Filing

- 1) KCP&L again contacted me Nov. 3 at 3:20 PM by a Chuck Blanc stating Commission had ordered another attempt to come to a mutual agreement on charges not in dispute. I informed Mr. Blanc I would be willing to pay the estimated bill I received for Nov. in the amt of \$130.00 although this also includes billing until 10/12/06 and I have been without power since 10/06/06. Mr. Blanc then stated well then I guess we can not come to an agreement then. The call then ended.
- 2) KCP&L has violated state statutes dating back to April 18, 2002 when I first began asking for explanation of my charges and was denied I was not even allowed to speak to a supervisor on most occasions violation of 4 CSR 240-13(9), (11), 240-13.035 (1-A),(2-A,B),240-13.040(1,2-A&D,3-A,B,C,D,E,F,G,H,I,J,K,L , 5-A.,B,C,D,E,F & 6)240-13.045(1,2,3,4,5,6,7,8,9,& 10)240-13.050(2-B,C,F, 5, 7, 9 &11) 240-13,055 (1-B, 2,3-A,B, 4,5-A,B,C,D 6-D &12-2,3. and 4CSR-13.070(1,2,3,4-A,B, 6, 7)
- 3) April 18, 2002I had a balance of \$1,082.86 and after additional billing of 5/17 \$123.52 and 6/17 \$171.49 and payments made by me on 6/3 of \$189.00, 6/27 \$150.00 and 7/1 \$185.00 my ending balance was still \$1,082.11 there were 2 transfers to my account on 7/16/02 of \$78.24 and \$150.00 with no explanation.
- 4) KCP&L billed me on 4/16/04 \$124.23
- 5) Then again on 4/23/04 (7 days later) \$56.45 again with no explanation.
- 6) KCP&L gave me an ending balance under account # 1666827161 on 4/1/03 then the next billing is account # 4540511943 with a beginning balance of \$729.38 giving no information for 3 months of activity
- 7) KCP&L was deceptive and fraudulent in that on 2 separate occasions amounts for service reinstatement were made and paid by me or my husband then service continued to be denied unless additional sums were paid see 2/15/05 when a payment of \$500.00 was made on a supposed balance of \$974.00 yet even after this payment on 2/17/05 a DC notice was sent for the amt of \$953.58 and service was DCd on 3/11/05 for the past due of \$953.58. When asked what happened to the \$500.00 payment we were told it was used toward a deposit which was the

- first time we had heard this. We then made another \$500.00 payment on 3/14/05 and \$454.00 on 3/18/05 and 3 days later we received a notice demanding yet another \$440.00 which we paid \$450.00 on 4/18/05 .
- 8) June 17, 2005 we received a disconnect notice in the amount of \$2,821.62 and then on 7/7/05 service was again disconnected for amount owing of \$2,950.19
 - 9) At this time per KCP&Ls own admission in their informal complaint response (pg. 7) on July 8, 2005 KCP&L refused to explain how they arrived at the charges we are currently faced with and told we had no further payment options available to us then and only then did I resort to the reconnection by myself being alleged and charges related to this occurred therefore I do not feel I had any recourse and again my home is all electric I have cancer and my infant grandson resides there!
 - 10) On 2/15/06 a payment of \$782.00 was paid and service was reconnected yet again and KCP&L failed to state in their response payments of \$500.00 were made on 4/3/06 and \$520.00 on 6/02/06 totaling \$1,802.00 since Feb. 2006 then on July 14/06 KCP&L again DCd service and demanded payment of \$1,213.27 but when came by the funds on July 21st it had risen to \$1,363.27 we paid \$1,370.00 on July 27,06 service was reinstated and Sept. I paid \$294.00, Oct. \$303.00 for a grand total since Feb. of 06 I have Paid KCP&L the grand total of \$3,769.00 yet as of Oct. 6 2006 I have been without power now for 32 days and they are still demanding \$3,085.00 from someone who had been a customer of KCP&L for 14 years prior to the fire in 2001 and largest balance of \$600.09 in 1998 and average monthly bill of aprox. \$225.00 per month!

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