

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Cheryl L. Fabulae,)	
)	
Complainant,)	
)	
v.)	Case No. EC-2007-0146
)	
Kansas City Power & Light Company,)	
)	
Respondent.)	

ANSWER OF KANSAS CITY POWER & LIGHT COMPANY

Pursuant to 4 CSR 240-2.070(8), Respondent Kansas City Power & Light Company ("KCPL"), by and through its legal counsel, submits to the Missouri Public Service Commission ("Commission") KCPL's answer to the complaint submitted against it by Cheryl L. Fabulae in the above-captioned proceeding (the "Complaint").

In support hereof, KCPL offers as follows.

I. BACKGROUND

1. KCPL has had a long history of payment difficulties with Ms. Fabulae going back to 2001. Although briefly summarized here, Ms. Michelle Bocklage of the Commission Staff prepared a comprehensive description of that history and submitted it to Ms. Fabulae for review and comment in a letter dated August 1, 2006.¹ KCPL believes that Staff's description, as set forth in the August 1, 2006 letter, accurately reflects Ms. Fabulae's payment and billing history with KCPL.

¹ A copy of Ms. Bocklage's August 1, 2006 letter to Ms. Fabulae is attached hereto as Attachment 1 (HC).

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2. KCPL began providing service to Ms. Fabulae at 5241 N. Bristol Avenue, Kansas City, Missouri 64119 ("Bristol") on or about July 21, 1988.² Following a fire at Bristol, KCPL provided electric service to Ms. Fabulae for several months (May 9, 2001 through November 16, 2001) at 4035 N. Bennington Ave., Apt. 304, Kansas City, Missouri 64117 ("Bennington"). There was an unpaid account balance of **[REDACTED]** at Bennington when Ms. Fabulae closed that account (account number **[REDACTED]**) on November 16, 2001.

3. On November 15, 2001, KCPL resumed providing electric service to Ms. Fabulae at Bristol under account number **[REDACTED]**. KCPL transferred the unpaid account balance of **[REDACTED]** from Bennington to Bristol. From this point on (over a five-year period), Ms. Fabulae's account balance steadily increased to its present sum of **[REDACTED]**.³ By the end of 2002, Ms. Fabulae's unpaid account balance was **[REDACTED]**.

4. On March 14, 2003, Ms. Fabulae filed her first petition for bankruptcy protection (Case No. 03-41555-DRD). KCPL closed the Bristol account (with an unpaid account balance of **[REDACTED]**) and opened a new Bristol account number **[REDACTED]** effective March 14, 2003. By the end of 2003, Ms. Fabulae's unpaid balance for account number **[REDACTED]** was **[REDACTED]**, which did not include the unpaid account balance of **[REDACTED]** from the pre-bankruptcy account number **[REDACTED]**. On February 19, 2004, Ms. Fabulae's bankruptcy proceeding was dismissed. Consequently, KCPL transferred the

² A copy of the Financial History reports for the following of Ms. Fabulae's KCPL accounts is attached hereto as Attachment 2 (HC): **[REDACTED]**

[REDACTED].

³ During that period, Ms. Fabulae's unpaid account balance has been as high as **[REDACTED]**. See Attachment 2 (HC), Financial History for account **[REDACTED]**, the entry for February 16, 2006. Ms. Fabulae's October 18, 2006 bill also included a deposit in the amount of \$345, which would increase her unpaid account balance to **[REDACTED]**.

unpaid account balance of **[REDACTED]** from the pre-bankruptcy account number **[REDACTED]** to account **[REDACTED]**.⁴

5. On March 30, 2004, Ms. Fabulae filed a second petition for bankruptcy protection (Case No. 04-41868-DRD). KCPL closed the Bristol account number **[REDACTED]** (with an unpaid account balance of **[REDACTED]**) and opened a new Bristol account number **[REDACTED]** effective March 30, 2004. On June 25, 2004, Ms. Fabulae's second bankruptcy proceeding was dismissed. Consequently, KCPL transferred the unpaid account balance of **[REDACTED]** from the pre-bankruptcy account number **[REDACTED]** to account **[REDACTED]**. By the end of 2004, Ms. Fabulae's unpaid account balance was **[REDACTED]**.

6. On July 29, 2005, Ms. Fabulae filed a third petition for bankruptcy protection (Case No. 05-45239-DRD). KCPL closed the Bristol account number **[REDACTED]** (with an unpaid account balance of **[REDACTED]**) and opened a new Bristol account number **[REDACTED]** effective July 29, 2005. On October 3, 2005, Ms. Fabulae's third bankruptcy proceeding was dismissed. Consequently, KCPL transferred the unpaid account balance of **[REDACTED]** from the pre-bankruptcy account number **[REDACTED]** to the current account **[REDACTED]**. By the end of 2005, Ms. Fabulae's unpaid account balance was **[REDACTED]**.

7. The Financial History of Ms. Fabulae's account also reflects four instances of tampering with KCPL's facilities to unlawfully restore electric service (two instances in July of

⁴ This **[REDACTED]** appears to be the amount Ms. Fabulae asserts in her October 12, 2006 complaint is attributable to a separate meter installed after the fire at Bristol. This is not the case, the amount reflects her pre-bankruptcy unpaid balance, which was transferred to her current account once the bankruptcy proceeding was dismissed.

2005 and two instances in July of 2006). Ms. Fabulae does not deny that such tampering occurred; nor does she dispute KCPL's ability to assess such tampering charges.

8. On July 21, 2006, Ms. Fabulae submitted an informal complaint against KCPL to the Commission. She asserts that as a result of a separate meter installed at Bristol following the fire that occurred there in May of 2001, KCPL included an unreasonably high charge in her bill of approximately \$1,800.

9. Since submitting her informal complaint to the Commission, Ms. Fabulae made a payment of **[REDACTED]** toward her unpaid account balance.⁵ She has also made two payments of **[REDACTED]** and **[REDACTED]**. KCPL's records accurately reflect these payments and demonstrate how despite Ms. Fabulae's recent payments, she continues to maintain an unpaid account balance of **[REDACTED]**.

10. On August 1, 2006, Ms. Michelle Bocklage of the Commission Staff sent a letter to Ms. Fabulae describing her payment and billing history with KCPL.⁶ The final paragraph of that letter provides as follows: "If you [Ms. Fabulae] wish to dispute this information, please send your written response to my [Ms. Bocklage's] attention at PO Box 360, Jefferson City, MO 65102."

11. Ms. Fabulae did not respond to the Commission until October 3, 2006. KCPL had disconnected Ms. Fabulae's electric service on or about October 2, 2006, but reconnected it at the request of the Commission Staff pending their review of the information provided by Ms. Fabulae.

12. Although Ms. Fabulae expresses disbelief at the aggregate amounts of the unpaid balances contained in Staff's summary, she does not dispute in her October 3, 2006 submission,

⁵ See Attachment 2 (HC), Financial History for account **[REDACTED]**, the entry for July 24, 2006.

⁶ See Attachment 1 (HC).

or in any subsequent submissions, the legitimacy of any specific amounts. She does not allege that any particular charges are inaccurate or inappropriate; nor does she allege that KCPL failed to accurately credit her account for any payments she made.

13. In a letter dated October 5, 2006, Ms. Gay Fred of the Commission Staff explained to Ms. Fabulae that Staff considered Ms. Fabulae's complaint to be closed after she did not respond to Ms. Bocklage's August 1, 2006 letter for an extended period of time.⁷ Ms. Fred then explained that "as a courtesy," she had conducted a complete review of Ms. Fabulae's case taking into account the information she provided on October 3, 2006. Ms. Fred concluded that based on the information provided by Ms. Fabulae and KCPL, "it does not appear that KCPL has billed your [Ms. Fabulae's] account incorrectly." Ms. Fred also indicated that she was "unable to confirm some of the billing information [Ms. Fabulae] provided since some of the dollar amounts did not match the statements of account or the bill copies provided." Ms. Fred also explained that it was KCPL's "intention to disconnect the service again on October 6, 2006, since the Commission has not found KCPL to be in violation of Commission rules and regulations upon review of the informal complaint." Ms. Fred further explained that "if the amount necessary to prevent disconnection is not made on [Ms. Fabulae's] account on October 5, 2006, the service will be scheduled for disconnection for October 6, 2006."

14. On October 5, 2006, Ms. Lori Shaffer and Ms. Phynice Kelley, of KCPL, had a teleconference with Ms. Fred, Ms. Bocklage and Mr. Kevin Thompson of the Commission Staff.⁸ The participants in the call thoroughly reviewed Ms. Fabulae's account and complaint and agreed that KCPL would be within its rights to disconnect Ms. Fabulae's electric service on October 6, 2006.

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A copy of Ms. Fred's letter to Ms. Fabulae dated October 5, 2006 is attached hereto as Attachment 3 (HC).

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A copy of the note on Ms. Fabulae's account describing this call is attached hereto as Attachment 4 (HC).

15. On October 6, 2006 at 10:35 AM, KCPL disconnected Ms. Fabulae's electric service at Bristol. KCPL followed all of the notice requirements provided in 4 CSR 240-13.050. Ms. Fabulae does not allege otherwise.

16. On October 6, 2006, Ms. Fabulae submitted a formal complaint to the Commission. She alleges that KCPL billed her "over \$2,000" concerning usage from a meter "left on a pole" following the fire at Bristol in May of 2001.⁹ She also suggests that she be permitted to pay her monthly bill plus \$100 toward her unpaid account balance.

17. On October 12, 2006, Ms. Fabulae submitted another formal complaint to the Commission. She reiterates her claim that KCPL improperly billed her "approximately \$1,800" concerning usage "from a separate meter following a fire at [her] residence 5 years ago." She then states that she has paid **[REDACTED]** since July 27, 2006,¹⁰ but was told she still owed **[REDACTED]**. She questions how it is possible to have accumulated such a large unpaid account balance. She also alleges that KCPL's disconnection of her electric service on October 6, 2006 was improper. Lastly, she affirms her request to be permitted to pay her monthly bill plus \$100 toward her unpaid account balance.

18. In an order dated October 24, 2006, the Commission consolidated Ms. Fabulae's October 6, 2006 and October 12, 2006 formal complaints, as well as an informal complaint that she also submitted on October 12, 2006, all concerning the same facts and circumstances addressed herein.

19. On two occasions, the Commission directed KCPL and Ms. Fabulae to attempt to mutually determine the amount of Ms. Fabulae's electric bill that is not in dispute. On both occasions, the parties failed to reach such an agreement. Per an order directing filing from the

⁹ As explained below, Ms. Fabulae's understanding of the cause of these charges is incorrect.

Commission, on November 6, 2006, KCPL informed the Commission that the total amount of the charge in dispute is \$3,213.33, and that pursuant to 4 CSR 240-13.045(6) KCPL was requesting that Ms. Fabulae pay \$1,500, or approximately 50% of the charge in dispute, to have her electric service restored pending final resolution of this matter.

II. ANSWER

A. KCPL's Records Accurately Reflect the Sums Ms. Fabulae Owes to KCPL.

20. Ms. Fabulae does not allege that any specific charges imposed by KCPL are excessive or otherwise improper; nor does she allege that KCPL has failed to credit her account for payments she made. At most, she expresses dismay that her unpaid account balance has remained high in light of certain payments she has made. Attachment 2 (HC) provides a complete Financial History of Ms. Fabulae's accounts for electric service at Bristol and briefly at Bennington. Those Financial History reports support KCPL's contention that Ms. Fabulae continues to owe the company **[REDACTED]** despite her recent payments of **[REDACTED]**.¹¹ As described above and set forth in Attachment 1 (HC) and Attachment 2 (HC), Ms. Fabulae's large unpaid balance is largely a function of the transfer of prior debts that were temporarily held in abeyance until her various bankruptcy proceedings were dismissed.

21. Ms. Fabulae also appears not to take into account the impact tampering charges have had on the status of her unpaid balance. As set forth in Attachment 1 (HC) and Attachment 2 (HC), there have been four separate incidences of service being improperly restored at Bristol—two incidents during July of 2005 and two incidents in July of 2006. Pursuant to the terms of its tariffs, KCPL has assessed a \$150 charge for each of these four events, totaling \$600

¹⁰ KCPL's records, as described above and shown in Attachment 2 (HC), indicate that Ms. Fabulae in fact has paid **[REDACTED]**.

in tampering charges applied to Ms. Fabulae's accounts. Ms. Fabulae does not dispute that such unauthorized restoration of service occurred; nor does she allege that the tampering charges assessed by KCPL are improper.

22. Ms. Fabulae's most specific allegation concerning the charges KCPL has assessed against her is that KCPL included a charge of "over 2,000" or "approximately \$1,800" in her bill that related to a separate meter installed at Bristol following the fire there in May of 2001. KCPL did not assess such a charge. Although KCPL transferred **[REDACTED]** to Bristol account number **[REDACTED]** on March 27, 2004, that transfer did not have anything to do with the fire at Bristol or the late discovery of any separate meter at that location, as suggested by Ms. Fabulae. As described above, KCPL had closed Bristol account number **[REDACTED]** with an unpaid balance of **[REDACTED]** as a result of Ms. Fabulae's first bankruptcy proceeding. When the court dismissed that proceeding on February 19, 2004, KCPL transferred that unpaid balance to the then-current Bristol account number **[REDACTED]**. That is the only transfer or charge KCPL made to Ms. Fabulae's account in an amount approximating \$1,800-\$2,000.

23. The Financial History of Ms. Fabulae's accounts, attached here to as Attachment 2 (HC), demonstrate that Ms. Fabulae continues to maintain an unpaid account balance of **[REDACTED]**. As further indicated in the Financial History reports, Ms. Fabulae's outstanding unpaid balance takes into full account her recent payments totaling **[REDACTED]**. Ms. Fabulae does not allege that any of the charges reflected in the Financial History reports are improper; nor does she allege that KCPL has failed to credit her account for any payments she submitted. In essence, her position is that she does not understand why her outstanding balance is not lower

¹¹ KCPL has attempted to compare the information and dollar figures referenced in Ms. Fabulae's complaint and correspondence to the data in its own record, but like Staff, has not been able to do so. The unsubstantiated

in light of her recent payments. She has not met her burden of proof as complainant, and the Commission should therefore deny her requests for relief.

B. Disconnection of Ms. Fabulae's Electric Service Was Consistent with Commission Regulations and KCPL's Tariff

24. On October 6, 2006 at 10:35 AM, KCPL disconnected Ms. Fabulae's electric service at Bristol.¹² KCPL followed all of the notice requirements provided in 4 CSR 240-13.050. Ms. Fabulae does not allege otherwise.

25. The sole question concerning KCPL's disconnection of service is whether it was timely given Ms. Fabulae's submission of a formal complaint on October 6, 2006. KCPL conferred with Commission Staff to ensure that its disconnection of Ms. Fabulae's service was in full compliance with the Commission's regulations. KCPL maintains that it was.

26. Some confusion has arisen concerning the timing of Ms. Fabulae's complaint because the facsimile header on the complaint appears to indicate that it was transmitted at 2:52 PM on October 5, 2006. However, the "FILED" stamp on the complaint indicates that it was filed October 6, 2006. The Notice of Complaint also indicates that Ms. Fabulae submitted her complaint on October 6, 2006. Moreover, according to the Commission's Electronic Filing Information System ("EFIS"), Ms. Fabulae filed her complaint on October 6, 2006 at 10:52:52 AM. Paragraph 1 of Staff's October 13, 2006 motion to consolidate Ms. Fabulae's complaints also indicates that the "Complainant's original formal complaint was filed in the Commission's [EFIS] at 10:52:52 AM on October 6, 2006."

27. The foregoing demonstrates that KCPL disconnected Ms. Fabulae's electric service before she submitted her formal complaint. The only suggestion to the contrary is the

numbers Ms. Fabulae references in her pleadings do not accurately reflect the data in KCPL's records.

facsimile header on her complaint. To use the facsimile header as the official filing timestamp (i) presumes that the timestamp on the facsimile is accurate and (ii) would be tantamount to somehow deeming pleadings submitted by mail to be submitted when the postal worker puts them in the Commission's post office box. This is not the Commission's practice. Similarly, the Commission should not rely upon the facsimile header. The Commission should instead rely upon the official "FILED" stamp applied in its docket room, which in this case indicates that Ms. Fabulae's complaint was filed on October 6, 2006.

28. KCPL believed that it was appropriate to disconnect Ms. Fabulae's electric service on October 6, 2006. KCPL made a good faith effort to confirm that understanding by initiating a conference call with Commission Staff concerning the disconnection. On October 5, 2006, Ms. Lori Shaffer and Ms. Phynice Kelley, of KCPL, had a teleconference with Ms. Fred, Ms. Bocklage and Mr. Kevin Thompson of the Commission Staff.¹³ The participants in the call reviewed Ms. Fabulae's account and complaint and agreed that KCPL would be within its rights to disconnect Ms. Fabulae's electric service on October 6, 2006.

29. KCPL maintains that its disconnection of Ms. Fabulae's electric service on October 6, 2006 was proper. KCPL followed all of the necessary notice requirements set forth in 4 CSR 240-13.050. In addition, following extensive consultation with Commission Staff, KCPL disconnected Ms. Fabulae's electric service prior to the submission of her complaint.

C. The Commission Should Reject Ms. Fabulae's Request to Pay \$100 Per Month Toward Her Unpaid Account Balance.

30. Ms. Fabulae requests that the Commission direct KCPL to accept a \$100 per month payment from her toward her unpaid account balance. Setting aside the argument as to

¹² A copy of the work order with handwritten notes from the KCPL employee who disconnected Ms. Fabulae's electric service is attached hereto as Attachment 5 (HC). It indicates that service was disconnected at 10:35 AM on October 6, 2006.

whether the Commission has the requisite statutory authority to direct KCPL to participate in such an arrangement, the Commission should not do so. Such an arrangement would be discriminatory amount KCPL's customers and would be unlikely to result in payment of Ms. Fabulae's unpaid account balance.

31. KCPL takes pride in its efforts to work with customers who have difficulty paying their KCPL bills. As described in Attachment 1 (HC), over the past five years, KCPL has offered several accommodations to Ms. Fabulae, from fixed-payment plans to referrals to assistance agencies who could assist her with her payments. All of these efforts have failed.

32. Ms. Fabulae has an exceptionally poor payment history with KCPL. As described in Attachment 1 (HC), over the past five years, KCPL has set up at least six payment plans for Ms. Fabulae. She defaulted on each of them after a month or two of participation. Her current unpaid account balance is more than **[REDACTED]**. Consequently, for the \$100 per month arrangement proposed by Ms. Fabulae to work, she would need to make all of her monthly payments, including the \$100 per month additional charge toward her unpaid balance, in a timely manner for the next **[REDACTED]** months. Her payment history with KCPL, as described in Attachment 1 (HC) and Attachment 2 (HC), and in particular her prior participation in payment plans, does not support her ability or willingness to make such payments.

¹³ A copy of the note on Ms. Fabulae's account describing this call is attached hereto as Attachment 4.

III. CONCLUSION

33. For the foregoing reasons, KCPL respectfully requests that the Commission deny Ms. Fabulae's complaint and reject her prayer for relief. Ms. Fabulae has not met her burden of demonstrating by a preponderance of the credible evidence that KCPL violated either its tariffs, or other applicable Missouri law, or that KCPL's actions were otherwise not just and reasonable.

Respectfully submitted.



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Counsel for Kansas City Power & Light Company

Dated: November 9, 2006

**ATTACHMENTS 1-5 HAVE BEEN OMITTED
AS THEY CONTAIN HIGHLY
CONFIDENTIAL INFORMATION**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing response was served via e-mail or first class mail, postage pre-paid, on this 9th day of November 2006, upon:

Cheryl L. Fabulae
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