

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

Emma J. McFarlin and Rebecca J. Shepherd,	)	
	)	
Complainants,	)	
	)	
v.	)	File No. EC-2013-0024
	)	
Kansas City Power & Light Company,	)	
	)	
Respondent.	)	

**KANSAS CITY POWER & LIGHT COMPANY'S  
MOTION FOR AUTHORITY TO TERMINATE SERVICE**

COMES NOW, Kansas City Power & Light Company ("KCP&L") , pursuant to 4 CSR 240-13.045 and 13.050 and request authority to discontinue electric service to Emma J. McFarlin and Rebecca J. Shepherd ("Complainants") for the following reasons 1) failure to comply with the terms of a settlement agreement and 2) failure to pay 50% of the amount in dispute. In support of this request, KCP&L states:

**I. INTRODUCTION**

1. On July 20, 2012, Complainants submitted a formal *Complaint* to the Commission concerning disconnection of electric service.

2. Complainants requested that KCP&L: (i) reduce their balance; (ii) provide documentation of tampering; (iii) restore complete service to the Complainants' property with reasonable payment plan; and, (iv) provide a letter of apology from KCP&L and the Missouri Public Service Commission ("Commission").

3. On July 24, 2012, Complainants added an allegation of inaccurate metering.

4. On July 25, 2012, Staff filed its *Preliminary Report* recommending the *Complaint* be dismissed as the Complainants documentation failed to support that they were disconnected for any reason other than non-payment.

5. \*\* [REDACTED]  
[REDACTED] \*\*

6. \*\* [REDACTED]  
[REDACTED]  
[REDACTED] \*\*

7. On September 26, 2012 at Complainants request KCP&L delivered and installed an IHD (In Home Display) to monitor electric usage.

8. Complainants have failed to comply with the settlement agreements.  
\*\* [REDACTED] \*\*

9. On April 25, 2013, the Commission granted KCP&L's *Motion for Partial Summary Determination* as to allegations of meter inaccuracy.

10. This matter is set for hearing on May 17, 2013. Since the issue regarding the accuracy of Complainants' meter is no longer at issue, the remaining issues appear to involve Complainants' allegation of improper termination of service and tampering allegations. While KCP&L believes it has complied with its tariffs and Commission rules at all times, Complainants' remaining allegations have nothing to do with the electric service provided after the *Complaint* was filed. The Commission's rules do not contemplate the ability of a complainant to continue to receive electric service, free of charge, during the pendency of a complaint.

11. In an April 26, 2013 email, Ms. Shepherd requested, due to health issues, “some kind of extension until I can get an attorney on this for me.” Because this complaint proceeding has been going on since July of 2012, KCP&L opposes this request for an extension. Should the Commission grant Ms. Shepherd’s request, it should still order the relief requested in this pleading as outlined below.

**II. COMPLAINANTS HAVE NOT COMPLIED WITH THE TERMS  
OF THE SETTLEMENT AGREEMENT**

12. Commission rule 4 CSR 240-13.050(1)(D) provides that service may be discontinued for failure to comply with the terms of a settlement agreement. As outlined above,

\*\* [REDACTED]

[REDACTED]\*\* While KCP&L honored the settlement agreement by reconnecting the Complainants service, neither settlement agreement has been honored by Complainants.

13. \*\* [REDACTED] \*\*

14. None of the issues raised in Complainants’ *Complaint* have anything to do with the electric service that they have been receiving since the filing of the *Complaint*. The Complainants have never received a bill that included any tampering charges, and the Commission has determined that Complainants’ meter is accurate.

15. The fact that Complainants have a *Complaint* pending does not mean that they do not have to pay for electric service while their *Complaint* is pending.

16. KCP&L requests authority to discontinue service to Complainants pursuant to the procedures outlined in 4 CSR 240-13.050.

**III. COMPLAINTANTS SHOULD BE ORDERED TO PAY  
50% OF THE AMOUNT OWED**

17. As outlined above, \*\* [REDACTED] even though there is no dispute as to the current service provided to Complainants.

18. Commission rule 4 CSR 240-13.045(6) provides that if the parties are unable to mutually determine the amount not in dispute, the customer shall pay to the utility fifty percent of the charge in dispute.

19. KCP&L requests the Commission order Complainants to pay \*\* [REDACTED] \*\* by May 7, 2013 for approximately 50% of the amount owed to KCP&L for electric service provided to Complainants. If this amount is not paid, KCP&L will discontinue service to the Complainants pursuant to the Commission's rules.

20. In an April 25, 2013 filing, the Staff indicated that it would support a motion by the Company for authority to discontinue service due to the fact that Complainants have not paid undisputed charges promptly or that 50% of the disputed amount had not been paid.

21. The fact that Complainants have a *Complaint* pending does not mean that they do not have to pay for electric service during the pendency of the complaint.

WHEREFORE, KCP&L requests an order from the Commission either 1) allowing KCP&L to discontinue service to the Complainants due to their failure to comply with a settlement agreement or 2) order the Complainants to pay one half of the amount owed to KCP&L for electric service provided to Complainants by May 7, 2013.

Respectfully submitted,

/s/ Roger W. Steiner

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#### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record on this 30<sup>th</sup> day of April, 2013.

/s/ Roger W. Steiner

Roger W. Steiner