



Aquila

PO BOX 4649  
CAROL STREAM, IL 60197-4649

24 hour Customer Service call 1-800-303-0752  
24 hour Emergency Service call 1-800-303-0357

### Helpful Information

Aquila Cares helps eligible people meet energy needs through your tax-deductible donations. To give, please mark your payment stub (below) with the amount you wish to be billed monthly. Aquila matches donations \$1 for \$1, up to \$375,000. To stop giving, call 1-800-303-0752.

If you have a previous balance, that amount is due immediately; the remaining balance is due on the due date.

**Supply Cost** - Your bill may include an adjustment or rate change due to the cost of purchasing energy from suppliers. The charge may appear as PGA, GCR, ECA or ICA dependent upon the state you reside in.

**Customer Charge** covers part of the fixed costs of delivering your energy, regardless of usage.

Questions or comments about your bill? Visit [www.aquila.com](http://www.aquila.com), call us at 1-800-303-0752 or write to P.O. Box 11660, Kansas City, MO 64138. Please send payments to the address on front of the payment stub.

Save time and money with CheckLINE, a free service that pays your bill automatically from a selected bank account.

### LEESA L FORSEE

Account Number: 2724 8750 58  
Amount Now Due: \$54.90  
Billing Date: 06/20/06  
Please Pay By: 07/11/06

Previous Account Balance	\$1.32 CR
Payments Received	119.00 CR
Previous Balance Due	120.32 CR
Fees/Adjustments	136.66
Current Charges	
Electric	\$38.56
Total This Bill	38.56
New Account Balance	\$54.90

Please Pay By Jul 11 \$54.90  
Pay \$55.17 after Jul 11  
Make checks payable to :  
Aquila

See back for billing details

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Account Number 2724 8750 58

Please write this account number on your check

Make checks payable to Aquila. Allow 5 to 7 days for delivery and processing when sending payment by mail.

I want to support Aquila Cares with a monthly gift of:

\$ Other ☐ \$5 ☐ \$10 ☐ \$20



AQUILA (L&P)  
PO BOX 4649  
CAROL STREAM IL 60197-4649



Please Pay By Jul 11

Amount due after Jul 11

\$54.90

\$55.17

Please enter  
amount enclosed

See back of bill for CheckLINE sign up or address change.



PO9L7C 00017512  
LEESA L FORSEE  
917 N 24TH ST  
SAINT JOSEPH MO 64506-2716



272487505800000005517000000054904314



Aquila

24 hour Customer Service call 1-800-303-0752

Notice Date	: 05/22/2006	<b>LEESA L FORSEE</b>
Disconnect Date	: 06/01/2006	Account Number : 2724 8750 58
Past Due Amount	: \$90.54	Service Address : 917 N 24TH ST
		ST JOE MO MO 64506-2716
Last Payment Date	: 02/17/2006	
Last Payment Amount	: \$113.00	

**ATTENTION.....Your account has become past due. If you have already submitted payment, please disregard this notice. To avoid service interruption please read disconnect information below. If payment is not received by the disconnect date shown above, service will be disconnected.**

Please submit payment immediately, or to see if arrangements are available, contact our Customer Service Center toll-free at 1-800-303-0752, 24 hours a day, seven days a week.

Should your service be disconnected, additional fees will apply as follows:

Electric Minimum Reconnect Fee, per meter: \$30.00 \*Collection fee of \$25.00

Service calls made after normal business hours, on weekends, and on holidays, will require additional charges per meter. In the event service is discontinued it cannot be reconnected until your account is paid. If payment is made to Service Technician, a \*Collection Fee is assessed. An additional security deposit may also be required at that time.

Thank you for your attention to this request.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

**\*\* SHUT OFF NOTICE \*\***

Account Number  
2724 8750 58

Disconnect Date  
06/01/2006

Amount Due  
\$90.54



AQUILA  
PO BOX 4649  
CAROL STREAM IL 60197-4649



PO9CZN 00001119  
LEESA L FORSEE  
917 N 24TH ST  
SAINT JOSEPH MO 64506-2716



272487505800000009054000000090540314

FORSEE, LEESA L

Account Number: 2724875058

Research Start Date: 5/1/2006 End Date 11/2/2006

Todays Date: November 02, 2006

Service Agreement ID: 2724871856

Premise: 2624 FARAON ST/ST JOE MO,MO

TRAN DATE		BILL AMT	Refu / Disc	Chg / Cr	TRANSFERED	PAY AMT	A/R BAL
8/17/2006	Transf From Service Agreement: 2724878298				183.11		\$ 183.11
8/18/2006	Bill	11.93					\$ 195.04
9/20/2006	Bill	36.09					\$ 231.13
10/19/2006	Bill	35.65					\$ 266.78
11/1/2006	Interest on Dep Refunded to Acct		(0.64)				\$ 266.14
11/1/2006	Deposit Refunded to Account			(59.00)			\$ 207.14

\$ 59.00  
11/1/06  
mm

Service Agreement ID: 2724878298

Premise: 917 N 24TH ST/ST JOE MO,MO

TRAN DATE		BILL AMT	Refu / Disc	Chg / Cr	TRANSFERED	PAY AMT	A/R BAL
4/20/2006	Previous Balance						\$ 90.54
5/15/2006	LPCELE	0.45					\$ 90.99
5/19/2006	Bill	26.69					\$ 117.68
5/28/2006	Pay					(119.00)	\$ (1.32)
6/6/2006	Rate Refund		(2.92)				\$ (4.24)
6/8/2006	Canceled Payment					119.00	\$ 114.76
6/8/2006	Insufficient Funds Charge	20.00					\$ 134.76
6/12/2006	LPCELE	0.58					\$ 135.34
6/15/2006	Pay					(119.00)	\$ 16.34
6/20/2006	Bill	38.56					\$ 54.90
7/13/2006	LPCELE	0.27					\$ 55.17
7/21/2006	Bill	71.87					\$ 127.04
8/17/2006	Transf From Service Agreement: 2724878298				(183.11)		\$ (56.07)
8/18/2006	Bill	56.07					\$ 0.00

May 28/06 received  
Deeper  
6/8/06 Canceled  
Deposit  
6/15/06 received Bill  
deposited

PAYMENT ON 10/18/06 FOR THE DEPOSIT =\$195.00

163.93  
11.00  
26.69  
35.65  
244.47  
72.00  
318.67

FORSEE, LEESA L

Account Number: 2724875058

Research Start Date: 5/1/2006 End Date 11/2/2006

Today's Date: November 02, 2006

*Agenda  
first response*

*\$54.00  
11/1/2006  
Agenda*

Service Agreement ID: 2724871856

Premise: 2624 FARAON ST/ST JOE MO,MO

TRAN DATE		BILL AMT	Refu / Disc	Chg / Cr	TRANSFERED	PAY AMT	A/R BAL
8/17/2006	Transf From Service Agreement: 2724878298				183.11		\$ 183.11
8/18/2006	Bill	11.93					\$ 195.04
9/20/2006	Bill	36.09					\$ 231.13
10/19/2006	Bill	35.65					\$ 266.78
11/1/2006	Interest on Dep Refunded to Acct		(0.64)				\$ 266.14
11/1/2006	Deposit Refunded to Account			(59.00)			\$ 207.14

Service Agreement ID: 2724878298

Premise: 917 N 24TH ST/ST JOE MO,MO

TRAN DATE		BILL AMT	Refu / Disc	Chg / Cr	TRANSFERED	PAY AMT	A/R BAL
4/20/2006	Previous Balance						\$ 90.54
5/15/2006	LPCELE	0.45					\$ 90.99
5/19/2006	Bill	26.69					\$ 117.68
5/28/2006	Pay					(119.00)	\$ (1.32)
6/6/2006	Rate Refund		(2.92)				\$ (4.24)
6/8/2006	Canceled Payment					119.00	\$ 114.76
6/8/2006	Insufficient Funds Charge	20.00					\$ 134.76
6/12/2006	LPCELE	0.58					\$ 135.34
6/15/2006	Pay					(119.00)	\$ 16.34
6/20/2006	Bill	38.56					\$ 54.90
7/13/2006	LPCELE	0.27					\$ 55.17
7/21/2006	Bill	71.87					\$ 127.04
8/17/2006	Transf From Service Agreement: 2724878298				(183.11)		\$ (56.07)
8/18/2006	Bill	56.07					\$ 0.00

*May 28th received  
Deeper  
6/8th Canceled  
Deposit  
6/15th received Bill  
Deposited*

PAYMENT ON 10/18/06 FOR THE DEPOSIT = \$195.00

*163.93  
11.00  
24.00  
35.65  
244.58  
72.00  
318.67*



Aquila

*Regoe  
#2*

Aquila, Inc  
10700 E. Hwy 350  
P.O. Box 11660  
Kansas City, MO 64138

Fax: 1-800-449-0366  
Phone: 1-800-303-0752

11/13/2006

LEESA L FORSEE  
2624 FARAON ST  
ST JOSEPH MO 64501-2633

Dear Leesa:

In response to your request, the information regarding your billing history on the following account(s) is enclosed.

Account # 2724875058

Please contact our Customer Service Center at 1-800-303-0752 if additional information is needed.

Sincerely,

JE  
Customer Account Correspondence

Today's Date: November 13, 2006

Premise: 2624 FARAON ST/ST JOE MO,MO

TRAN DATE		BILL AMT	Refu / Disc	Chg / Cr	TRANSFERED	PAY AMT	A/R BAL
8/17/2006	Transf From Service Agreement: 2724878298				183.11		\$ 183.11
8/18/2006	Bill	11.93					\$ 195.04
9/20/2006	Bill	36.09					\$ 231.13
10/19/2006	Bill	35.65					\$ 266.78
11/1/2006	Interest on Dep Refunded to Acct	43.97	(0.64)				\$ 266.14
11/1/2006	Deposit Refunded to Account			(59.00)			\$ 207.14

11.93  
3509

Premise: 917 N 24TH ST/ST JOE MO,MO

TRAN DATE	BILL AMT	Refu / Disc	Chg / Cr	TRANSFERED	PAY AMT	A/F BAL
7/14/2005	Previous Balance					\$ 48.06
7/21/2005	Bill	67.10				\$ 115.16
7/29/2005	Pay				(116.00)	\$ (0.84)
8/22/2005	Bill	59.98				\$ 59.14
9/4/2005	Pay				(60.00)	\$ (0.86)
9/21/2005	Bill	52.66				\$ 51.80
10/14/2005	LPCELE	0.26				\$ 52.06
10/20/2005	Bill	25.33				\$ 77.39
11/14/2005	LPCELE	0.39				\$ 77.78
11/17/2005	Pay				(60.00)	\$ 17.78
11/18/2005	Bill	29.00				\$ 46.78
12/12/2005	LPCELE	0.23				\$ 47.01
12/20/2005	Bill	30.83				\$ 77.84
1/12/2006	LPCELE	0.39				\$ 78.23
1/20/2006	Bill	34.43				\$ 112.66
2/17/2006	Pay				(113.00)	\$ (0.34)
2/20/2006	Bill	28.44				\$ 28.10
3/15/2006	LPCELE	0.14				\$ 28.24
3/22/2006	Bill	33.89				\$ 62.13
4/14/2006	LPCELE	0.31				\$ 62.44
4/20/2006	Bill	28.10				\$ 90.54
5/15/2006	LPCELE	0.45				\$ 90.99
5/19/2006	Bill	26.69				\$ 117.68
5/28/2006	Pay				(119.00)	\$ (1.32)
6/6/2006	Rate Refund		(2.92)			\$ (4.24)
6/8/2006	Canceled Payment*				119.00	\$ 114.76
6/8/2006	NSFELE	20.00				\$ 134.76
6/12/2006	LPCELE	0.58				\$ 135.34
6/15/2006	Pay				(119.00)	\$ 16.34
6/20/2006	Bill	38.56				\$ 54.90

Example # 2

$$\begin{array}{r} 183 \\ 11 \\ 30 \\ 36 \\ \hline 2160 \\ - 90 \\ \hline 346 \\ 346 \\ \hline 380 \\ \hline 340 \end{array}$$

FORSEE, LEESA L

Account Number: 2724875058

Research Start Date: 7/21/2005 End Date 11/13/2006

Today's Date: November 13, 2006

Original Dispute 6/18/06

#2000 for

7/13/2006	LPCELE	0.27						
7/21/2006	Bill	71.87						\$ 55.17
	Transf From Service Agreement:							\$ 127.04
8/17/2006	2724878298							
8/18/2006	Bill	56.07			(183.11)			\$ (56.07)
								\$ 0.00

①. Refused to acknowledge or follow reg.

RE: Bell Dispute

②. Continued to charge late fees while

Bill in Dispute

3. Deposit → \$ 300. more than 3x allowable

Deposit. Refused to acknowledge that

Dispute also

4. Change Service at Old Address. Texting Dispute

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1  
Canceling P.S.C. MO. No. \_\_\_\_\_

Original Sheet No. R-7  
Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

**RULES AND REGULATIONS**  
**ELECTRIC**

**2.02 Term of Agreement**

- A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.
- B. A reasonable time for cessation of service shall prevail when service is terminated.

**2.03 Agreements Not Transferable**

Electric service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without the written consent of Company.

**2.04 Deposits and Guarantees of Payment**

- A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.
- B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:
  - (1) The customer has outstanding with a utility providing the same type of service an unpaid bill that accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.
  - (2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.
  - (3) The customer is unable to establish an acceptable credit rating. The customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
    - (a) Owns or is purchasing a home.
    - (b) Is and has been regularly employed on a full-time basis for at least one (1) year.
    - (c) Has an adequate regular source of income.
    - (d) Can provide adequate credit references from a commercial credit source with a minimum history of one (1) year.



STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-8

Canceling P.S.C. MO. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

**Aquila, Inc., dba**

**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
**KANSAS CITY, MO 64138**

**RULES AND REGULATIONS  
ELECTRIC**

**2.04 Deposits and Guarantees of Payment (Continued)**

- C. Company may require a security deposit or other guarantee as a condition of continued service to any residential customer at a new or old location due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute;
  - (2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises;
  - (3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.
- D. Deposits for electric service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.
- E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.
- F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
  - (2) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any check, draft, or payment order returned for any reason other than bank error.
  - (3) The customer has in an unauthorized manner interfered with or diverted the service.
  - (4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.
  - (5) Misrepresentation of identity for the purpose of obtaining utility service.
  - (6) It has been indicated in a public medium that the customer is experiencing financial difficulties

Issued: April 14, 2004

Effective: April 22, 2004

Issued by: Dennis Williams, Regulatory Services

Unofficial copy via [www.aquila.com](http://www.aquila.com)



Aquila

Aquila, Inc  
10700 E. Hwy 350  
P.O. Box 11660  
Kansas City, MO 64138

Fax: 1-800-449-0366  
Phone: 1-800-303-0752

11/20/2006

LEESA L FORSEE  
2624 FARAON ST  
ST JOSEPH MO 64501-2633

Dear Leesa:

In response to your request, the information regarding your billing history on the following account(s) is enclosed.

Account # 2724875058

Please contact our Customer Service Center at 1-800-303-0752 if additional information is needed.

Sincerely,

JE  
Customer Account Correspondence

*Spoke to Mrs Rose  
11/30 11/2/6  
Requested her  
to call Mike Jackson  
Mike Jackson  
May 10 12 noon  
Miss Jackson*



Aquila

PO BOX 4649  
CAROL STREAM, IL 60197-4649

24 hour Customer Service call 1-800-303-0752  
24 hour Emergency Service call 1-800-303-0357

**Helpful Information**

If you have a previous balance, that amount is due immediately; the remaining balance is due on the due date.

Customer Charge covers part of the fixed costs of delivering your energy, regardless of usage.

Supply Cost - Your bill may include an adjustment or rate change due to the cost of purchasing energy from suppliers. The charge may appear as PGA, GCR, ECA or ICA dependent upon the state you reside in.

Questions or comments about your bill? Visit [www.aquila.com](http://www.aquila.com), call us at 1-800-303-0752 or write to P.O. Box 11660, Kansas City, MO 64138. Please send payments to the address on front of the payment stub.

Save time and money with CheckLINE, a free service that pays your bill automatically from a selected bank account.

**LEESA L FORSEE**

Account Number: 2724 8750 58  
Amount Now Due: \$495.04  
Billing Date: 08/18/06  
Please Pay By: 09/08/06

Previous Account Balance	\$127.04
Payments Received	0.00
Previous Balance Due	127.04
Fees/Adjustments	300.00
Current Charges	
Electric	\$68.00
Total This Bill	68.00
New Account Balance	\$495.04

Please Pay By Sep 8 \$495.04  
Make checks payable to :  
Aquila

*August  
September  
Re*

See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Account Number 2724 8750 58

Please Pay By Sep 8

\$495.04

Please write this account number on your check

Make checks payable to Aquila. Allow 5 to 7 days for delivery and processing when sending payment by mail.

I want to support Aquila Cares with a monthly gift of:

\$ Other ☐ \$5 ☐ \$10 ☐ \$20

Please enter  
amount enclosed

See back of bill for CheckLINE sign up or address change.



AQUILA (L&P)  
PO BOX 4649  
CAROL STREAM IL 60197-4649



POA0JP 00010276  
LEESA L FORSEE  
2624 FARAON ST  
ST JOSEPH MO 64501-2633



272487505800000049504000000495040314



Commissioners

JEFF DAVIS  
Chairman

CONNIE MURRAY

STEVE GAW

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

**Missouri Public Service Commission**

POST OFFICE BOX 360  
JEFFERSON CITY MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>

WESS A. HENDERSON  
Executive Director

DANA K. JOYCE  
Director, Administration

ROBERT SCHALLENBERG  
Director, Utility Services

WARREN WOOD  
Director, Utility Operations

COLLEEN M. DALE  
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON  
General Counsel

December 11, 2006

Leesa Forsee  
2624 Farooan St  
Saint Joseph, Mo. 64501

Dear Leesa Forsee:

This letter is to acknowledge receipt of your informal complaint against **Aquila Electric**. We are in the process of investigating this matter. When the investigation is completed, we will be back in touch with you. Please be advised that our investigation may take up to 30 days.

In the meantime, if you have any questions or additional information to provide concerning this matter, please send it to the Missouri Public Service Commission, Consumer Services Department, P.O. Box 360, Jefferson City, MO 65102 or you may **contact our office at 1-800-392-4211**.

Sincerely,

Consumer Services Department  
Missouri Public Service Commission

*Thk you Monday  
Missouri Public Service Commission  
Callers Mr Jackson  
Hester 11/17  
message  
after: Monday*



**Commissioners**

**JEFF DAVIS**  
Chairman

**CONNIE MURRAY**

**STEVE GAW**

**ROBERT M. CLAYTON III**

**LINWARD "LIN" APPLING**

***Missouri Public Service Commission***

POST OFFICE BOX 360  
JEFFERSON CITY MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>

**WESS A. HENDERSON**  
Executive Director

**DANA K. JOYCE**  
Director, Administration

**ROBERT SCHALLENBERG**  
Director, Utility Services

**WARREN WOOD**  
Director, Utility Operations

**COLLEEN M. DALE**  
Secretary/Chief Regulatory Law Judge

**KEVIN A. THOMPSON**  
General Counsel

December 20, 2006

Ms. Leesa Forsee  
2624 Faroan Street  
St. Joseph, MO 64501

Dear Ms. Forsee:

This letter is a follow up to the informal complaint that you filed on December 11, 2006 regarding a deposit assessed to your account by Aquila, Inc. (Aquila). After my initial review of the complaint matter, I contacted the company to obtain additional information. Following is a summary of the information I received regarding the issues involved in the informal complaint.

According to Aquila's records, the address listed on each bill since August 2006 was 2624 Faroan Street and there is no record of any returned mail in Aquila's system. Prior to switching the address in August 2006, the address was 917 N. 24<sup>th</sup> Street, St. Joseph. I have included copies of the bills for your review.

With regard to the payment that was returned in June 2006, Aquila did charge a \$20.00 Returned Check fee; however, Aquila agreed to waive the fee as a one-time courtesy credit since it appears the payment was returned because incorrect information was submitted through the automated payment system.

A deposit of \$300.00 was assessed in August 2006 when you requested service at 2624 Faroan St; however, the deposit should have totaled \$72.00 based on the usage history at that time. Therefore, since you had paid \$195.00 of the deposit on October 1, 2006, Aquila issued a credit adjustment of \$59.00 on November 1, 2006 and \$64.00 on December 12, 2006, which reduced the amount applied toward the deposit to \$72.00 (\$195.00 - \$59.00 - \$64.00 = \$72.00). The remaining unpaid portion of the deposit was also adjusted on November 1, 2006.

On December 11, 2006, Aquila dispatched a technician to the premise to disconnect the service for non-payment of the past due amount of \$117.14. The payment was made to the technician and the disconnection was cancelled. Aquila also agreed to waive the collection fee assessed.

Ms. Leesa Forsee  
December 20, 2006  
Page 2 of 2

This concludes our investigation of your informal complaint. Receipt of this letter serves as your notice of closure into this matter. If you are dissatisfied with the resolution, it is our responsibility to advise you that under Commission rule 4 CSR 240-13.070 (4), you may file a formal complaint.

For your convenience, please contact us within 31 days from the date of this letter to request a formal complaint packet. The formal complaint process is a quasi-judicial process similar to a civil court hearing, whereby all parties are responsible for presenting their facts to the Commission.

I hope that I have been able to address your concerns. Thank you for contacting our office regarding this matter. If I can assist you further in any way, please do not hesitate to contact me at 1-800-392-4211.

Sincerely,



Michelle Bocklage  
Consumer Services Specialist II  
Missouri Public Service Commission

Enclosure: Bill copies

195  
143  
116  
475

473  
400  
7

Michelle Bocklage  
(816) 737-7777  
EX-1 4/3/5



Commissioners

JEFF DAVIS  
Chairman

CONNIE MURRAY

STEVE GAW

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

*Missouri Public Service Commission*

POST OFFICE BOX 360  
JEFFERSON CITY MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>

WESS A. HENDERSON  
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Director, Utility Services

WARREN WOOD  
Director, Utility Operations

COLLEEN M. DALE  
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON  
General Counsel

January 19, 2007

Ms. Leesa Foresee  
2624 Farooan St.  
St. Joseph, MO 64501

Dear Ms. Foresee:

This letter is in response to your indication that you wish to file a formal complaint.

If your complaint involves disputed charges, the nonpayment of which could subject your service to discontinuance, this letter also serves as notification of the Commission rules, which state that **if a formal complaint is not filed within thirty (30) days of the date of this letter**, your service may become subject to discontinuance by the Company. Additionally, failure to pay the amount of a bill, which is not in dispute, is grounds for an informal or formal complaint to be dismissed and your service may also be subject to discontinuance.

A formal complaint must be filed in written form **including an original or duplicate original and eight (8) copies** addressed to *Secretary of the Missouri Public Service Commission, ATTN: Data Center, P.O. Box 360, Jefferson City MO 65102-0360*. After filing, the Commission will give the company thirty (30) days to either satisfactorily resolve the complaint or respond in writing with the company position. If the complaint is not settled and the company responds denying the allegations, the Commission may order the Staff to conduct an investigation and may schedule a hearing.

The hearing is very similar to a trial in a court of law. At the time of the hearing, state law requires that you present evidence, which will substantiate your claim against the company. The company also will be given the opportunity to present evidence discounting your claims.

Page 2 of 2

All parties, including the Commission's Staff, will have the opportunity to cross-examine the other parties witnesses. Further, any person as defined in 4 CSR 240-2.010(11), other than an individual, must be represented by an attorney.

Please note further filing requirements in the enclosed Chapter 2 - Rules of Practice and Procedure.

Sincerely,

Consumer Services Department

Enclosure: Formal Complaint Form

Chapter 2 – Rules of Practice and Procedure and Formal Complaint Form



BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE  
STATE OF MISSOURI

Name: Leesa Foster  
Complainant

vs.

Company Name: Agua  
Respondent

Case No.

**COMPLAINT**

Complainant resides at 2224 Ferguson  
(address of complainant)

1. Respondent, Agua  
(company name)

of \_\_\_\_\_,  
(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:

Agua failed to comply with
Division 240 Public Service Commission Rules per
Chapter 13 - Service And Billing Practices
A. Billing And Payment Standards
CSR 240-13.020 9.10
B. CSR 240-13.030 PART 2C. Failure to pay
undisputed bill
Part 4.1. Amount of deposit charged
Part F. 5. Failure to provide statements / year
Regarding Return of deposit
CSR 240-13.135 Denial of Service
CSR 240-13.140 Requires: part 1, 2, A, B, C,
D.
CSR 240-13.645 Dispute CSR 240-13.650

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

Discontinuation of Service

Services P/c while bill was in dispute

WHEREFORE, Complainant now requests the following relief:

Refund of \$70.00 overcharge. Copy of  
the lawsuit finally charged for deposit  
with a receipt.  
Also, the date my deposit was  
refunded.

2/10/07  
Date

James T. [Signature]  
Signature of Complainant

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



Aquila

Leesa Forsee  
2624 Faroan St.  
St. Joseph, MO

Service Dates: 08/01/06 – Present

917 N. 24<sup>th</sup> St.  
St. Joseph, MO

Service Dates: 04/14/04 – 08/07/06  
A/C 2724875058

*Received*  
*7/21/06*

*1256.07*  
*183.00*

*Lauri Lushy*  
*937-7777*  
*Ext 4902*

*1/19/17*  
*first due*  
*andrew*  
*Bill*

# ACCOUNT/BILL PAY HISTORY:

Date	Trans.	Amount	Balance	Deposit	Explanation
01-19-07	Bill	U \$ 56.17	\$ 44.43		
12-29-06	INTREF	U 2.31-	11.74-		Deposit interest applied to account
12-19-06	Bill	U 38.61	9.43-		
12-16-06	Pay	U 117.14-	48.04-		
12-12-06	WCOLL	U 25.00-	69.10		Collection Fee Waived
12-12-06	COLENT	U 25.00	94.10		Fee for collection at the door
12-12-06	WNSFFE	U 20.00-	69.10		NSF Fee Waived
12-12-06	XFER	U 64.00-	89.10	-64.00	Transferred \$64.00 from deposit to electric
12-11-06	LPCELE	U 0.76	153.10		Late payment charge
11-21-06	Pay	U 90.00-	152.34		
11-17-06	Bill	U 34.16	242.34		
11-13-06	LPCELE	U 1.04	208.18		Late payment charge
11-01-06	DEPAPL	U 59.00-	207.14	-59.00	Transferred \$59.00 from deposit to electric
11-01-06	INTREF	U 0.64-	266.14	12300	Deposit interest applied to account
10-19-06	Bill	U 35.65	266.78		
10-18-06	Pay	D 0.00	231.13	195.00	
09-20-06	Bill	U 36.09	231.13		
08-18-06	Bill	U 68.00	195.04		
08-17-06	XFER	U 183.11	127.04		Transferred from 24 <sup>th</sup> St. to Faroan St.
08-17-06	XFER	U 183.11-	56.07-		this transfer doesn't change a/c balance.
07-21-06	Bill	U 71.87	127.04		
07-13-06	LPCELE	U 0.27	55.17		Late payment charge
06-20-06	Bill	U 38.56	54.90		
06-15-06	Pay	U 119.00-	16.34-		
06-12-06	LPCELE	U 0.58	135.34		PAID Late payment charge
06-08-06	NSFELE	U 20.00	134.76		NSF Fee
06-08-06	CanP	U 119.00	114.76		Customer entered incorrect banking information
06-06-06	RTREFE	U 2.92-	4.24-		Rate refund applied to account
05-28-06	Pay	cU 119.00-	1.32-		
05-19-06	Bill	U 26.69	117.68		
05-15-06	LPCELE	U 0.45	90.99		Late payment charge
04-20-06	Bill	U 28.10	90.54		

**ACCOUNT/BILL PAY HISTORY:**

<u>Date</u>	<u>Trans.</u>		<u>Amount</u>	<u>Balance</u>	<u>Deposit</u>	<u>Explanation</u>
04-14-06	LPCELE	U	0.31	62.44		Late payment charge
03-22-06	Bill	U	33.89	62.13		
03-15-06	LPCELE	U	0.14	28.24		Late payment charge
02-20-06	Bill	U	28.44	28.10		
02-17-06	Pay	U	113.00-	0.34-		
01-20-06	Bill	U	34.43	112.66		
01-12-06	LPCELE	U	0.39	78.23		Late payment charge
12-20-05	Bill	U	30.83	77.84		
12-12-05	LPCELE	U	0.23	47.01		Late payment charge
11-18-05	Bill	U	29.00	46.78		
11-17-05	Pay	U	60.00-	17.78		
11-14-05	LPCELE	U	0.39	77.78		Late payment charge
10-20-05	Bill	U	25.33	77.39		
10-14-05	LPCELE	U	0.26	52.06		Late payment charge
09-21-05	Bill	U	52.66	51.80		
09-04-05	Pay	U	60.00-	0.86-		
08-22-05	Bill	U	59.98	59.14		
07-29-05	Pay	U	116.00-	0.84-		
07-21-05	Bill	U	67.10	115.16		
07-14-05	LPCHRG	U	0.24	48.06		Late payment charge

We are currently holding a \$72 deposit on this account.

Lori Wessley  
Operations Coordinator

LAW

LEESA L FORSEE

Account Number:

2724 8750 58

Details of your utility service at:

Billing Date:

09/20/06

2624 FARAON ST

Amount Billed:

\$36.09

ELECTRIC METERED SERVICE (MO910)

Meter Number: SA82582401

Customer Charge

\$6.26

Reading 09/18/06 92722

Energy Charge 411 kWh @ \$0.0717

29.47

Reading 08/16/06 92311

Transit Fee

0.36

33 days 411 Kilowatt Hours (kWh)

Total charge this service

\$36.09

Your average daily usage was 12.45 kWh

✓ Detach and mail this portion with your payment. Bring entire bill if paying in person.

**Important:** Please use **Black or Blue ink** to enroll in CheckLINE or update personal information below.

CheckLINE Enrollment Form		Name or Address Change Information	
<p>When enrollment becomes effective, your balance due will be deducted from your bank account on your due date. Please continue to mail your payment until your bill stub indicates that the auto withdrawal is effective. This process normally takes 30-60 days whether enrolling for the first time or making changes to bank information. <b>You must enclose a copy of a voided check or savings withdrawal slip. Please make sure to sign below. We cannot process your enrollment request without your voided check or savings withdrawal slip and signature.</b></p>		<p>Enter Correct Information Below</p>	
Name on bank account (Please Print)		Name	Attn
Bank Name		Address	City
Routing # (9 digit)	Bank Account #	State	Zip Code
Signature X	Date X	Phone (Home)	(Work)
<p>I authorize Aquila to debit the financial account listed above for monthly payment of my future bills. I understand that I may stop this service three (3) business days before the due date by calling 1-800-303-0752.</p>		<p>Additional Comments</p> <p>2724875058 LEESA L FORSEE</p>	



Aquila

PO BOX 4649  
CAROL STREAM, IL 60197-4649

24 hour Customer Service call 1-800-303-0752  
24 hour Emergency Service call 1-800-303-0357

### Helpful Information

**Beginning with bills issued October 1, electric rates are decreased to reflect the lower winter tariffs. These reduced rates are reflected on your bill from October through May.**

If you have a previous balance, that amount is due immediately; the remaining balance is due on the due date.

**Supply Cost** - Your bill may include an adjustment or rate change due to the cost of purchasing energy from suppliers. The charge may appear as PGA, GCR, ECA or ICA dependent upon the state you reside in.

Customer Charge covers part of the fixed costs of delivering your energy, regardless of usage.

Questions or comments about your bill? Visit [www.aquila.com](http://www.aquila.com), call us at 1-800-303-0752 or write to P.O. Box 11660, Kansas City, MO 64138. Please send payments to the address on front of the payment stub.

Save time and money with CheckLINE, a free service that pays your bill automatically from a selected bank account.

### LEESA L FORSEE

Account Number: 2724 8750 58  
Amount Now Due: \$531.13  
Billing Date: 09/20/06  
Please Pay By: 10/11/06

Previous Account Balance	\$495.04
Payments Received	0.00
Previous Balance Due	495.04
Fees/Adjustments	0.00
Current Charges	
Electric	\$36.09
Total This Bill	36.09
New Account Balance	\$531.13

**Please Pay By Oct 11 \$531.13**  
**Make checks payable to : Aquila**

See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

**Account Number 2724 8750 58**

**Please Pay By Oct 11**

**\$531.13**

Please write this account number on your check

Make checks payable to Aquila. Allow 5 to 7 days for delivery and processing when sending payment by mail.

**I want to support Aquila Cares with a monthly gift of:**

\$ Other ☐ \$5 ☐ \$10 ☐ \$20

Please enter  
amount enclosed

See back of bill for CheckLINE sign up or address change.



AQUILA (L&P)  
PO BOX 4649  
CAROL STREAM IL 60197-4649



POA7T5 00009856  
LEESA L FORSEE  
2624 FARAON ST  
ST JOSEPH MO 64501-2633



272487505800000053113000000531132314

LEESA L FORSEE

Account Number:

2724 8750 58

Details of your utility service at:

Billing Date:

10/19/06

2624 FARAON ST

Amount Billed:

\$35.65

ELECTRIC METERED SERVICE (MO910)

Meter Number: SA82582401

Customer Charge

\$6.26

Reading 10/17/06 93177

Energy Charge 455 kWh @ \$0.0638

29.03

Reading 09/18/06 92722

Transit Fee

0.36

29 days

455 Kilowatt Hours (kWh)

Total charge this service

\$35.65

Your average daily usage was

15.69 kWh

*Paid \$477.00 while bill ended  
 received two disconnected notices  
 on 10/19/06  
 Dec*

*Paid 195  
 165  
 117  
 477*

*195  
 165  
 117  
 477*

▼ Detach and mail this portion with your payment. Bring entire bill if paying in person.

Important: Please use **Black or Blue** ink to enroll in CheckLINE or update personal information below.

CheckLINE Enrollment Form		Name or Address Change Information	
<p>When enrollment becomes effective, your balance due will be deducted from your bank account on your due date. Please continue to mail your payment until your bill stub indicates that the auto withdrawal is effective. This process normally takes 30-60 days whether enrolling for the first time or making changes to bank information. <b>You must enclose a copy of a voided check or savings withdrawal slip. Please make sure to sign below. We cannot process your enrollment request without your voided check or savings withdrawal slip and signature.</b></p>		<p><u>Enter Correct Information Below</u></p>	
Name on bank account (Please Print)		Name	Attn
Bank Name		Address	City
Routing # (9 digit)	Bank Account #	State	Zip Code
Signature X		Phone (Home)	(Work)
Date X		Additional Comments	
<p>I authorize Aquila to debit the financial account listed above for monthly payment of my future bills. I understand that I may stop this service three (3) business days before the due date by calling 1-800-303-0752.</p>		<p>2724875058 LEESA L FORSEE</p>	



Aquila

24 hour Customer Service call 1-800-303-0752

Notice Date	:	10/20/2006	<b>LEESA L FORSEE</b>
Disconnect Date	:	11/01/2006	Account Number : 2724 8750 58
Past Due Amount	:	\$231.13	Service Address : 2624 FARAON ST ST JOE MO MO 64501-2633
Last Payment Date	:	10/18/2006	
Last Payment Amount	:	\$195.00	

**ATTENTION.....Your account has become past due. If you have already submitted payment, please disregard this notice. To avoid service interruption please read disconnect information below. If payment is not received by the disconnect date shown above, service will be disconnected.**

Please submit payment immediately, or to see if arrangements are available, contact our Customer Service Center toll-free at 1-800-303-0752, 24 hours a day, seven days a week.

Should your service be disconnected, additional fees will apply as follows:

Electric Minimum Reconnect Fee, per meter: \$30.00 \*Collection fee of \$25.00

Service calls made after normal business hours, on weekends, and on holidays, will require additional charges per meter. In the event service is discontinued it cannot be reconnected until your account is paid. If payment is made to Service Technician, a \*Collection Fee is assessed. An additional security deposit may also be required at that time.

Thank you for your attention to this request.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

**\*\* SHUT OFF NOTICE \*\***

Account Number  
2724 8750 58

Disconnect Date  
11/01/2006

Amount Due  
\$231.13

*But not paid*

|||||  
AQUILA  
PO BOX 4649  
CAROL STREAM IL 60197-4649  
|||||

|||||  
POAESJ 00000659  
LEESA L FORSEE  
2624 FARAON ST  
ST JOSEPH MO 64501-2633  
|||||

272487505800000023113000000231132314





Aquila

PO BOX 4649  
CAROL STREAM, IL 60197-4649

24 hour Customer Service call 1-800-303-0752  
24 hour Emergency Service call 1-800-303-0357

### Helpful Information

The Energy Policy Act provides tax credits to consumers and businesses for installing energy efficiency improvements. For more information, visit [www.energy.gov/taxbreaks.htm](http://www.energy.gov/taxbreaks.htm) or call 1-800-829-1040.

We are currently holding a deposit of \$136.00

Aquila Cares helps eligible people meet energy needs through your voluntary tax-deductible donations. To give, please mark your payment stub (below) with the amount you wish to be billed monthly. Aquila matches donations \$1 for \$1, up to \$375,000. To stop giving, call 1-800-303-0752.

If you have a previous balance, that amount is due immediately; the remaining balance is due on the due date.

Supply Cost - Your bill may include an adjustment or rate change due to the cost of purchasing energy from suppliers. The charge may appear as PGA, GCR, ECA or ICA dependent upon the state you reside in.

Customer Charge covers part of the fixed costs of delivering your energy, regardless of usage.

Questions or comments about your bill? Visit [www.aquila.com](http://www.aquila.com), call us at 1-800-303-0752 or write to P.O. Box 11660, Kansas City, MO 64138. Please send payments to the address on front of the payment stub.

### LEESA L FORSEE

Account Number: 2724 8750 58  
Amount Now Due: \$242.34  
Billing Date: 11/17/06  
Please Pay By: 12/08/06

Previous Account Balance	\$371.78
Payments Received	0.00
Previous Balance Due	371.78
Fees/Adjustments	163.60 CR
Current Charges	
Electric	\$34.16
Total This Bill	34.16
New Account Balance	\$242.34

Please Pay By Dec 8 \$242.34  
Pay \$243.55 after Dec 8  
Make checks payable to :  
Aquila

See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Account Number 2724 8750 58

Please write this account number on your check

Make checks payable to Aquila. Allow 5 to 7 days for delivery and processing when sending payment by mail.

I want to support Aquila Cares with a monthly gift of:

\$ Other \$5 \$10 \$20

Please Pay By Dec 8 \$242.34  
Amount due after Dec 8 \$243.55

Please enter  
amount enclosed

See back of bill for CheckLINE sign up or address change.

|||||

AQUILA (L&P)  
PO BOX 4649  
CAROL STREAM IL 60197-4649

|||||

|||||

P0AN7E 00010525  
LEESA L FORSEE  
2624 FARAON ST  
ST JOSEPH MO 64501-2633

|||||

272487505800000024355000000242344314



LEESA L FORSEE

Account Number:

2724 8750 58

Details of your utility service at:

Billing Date:

12/19/06

2624 FARAON ST

Amount Billed:

\$38.61

ELECTRIC METERED SERVICE (MO910)

Meter Number: SA82582401

Customer Charge

\$6.26

Reading 12/15/06 94110

Energy Charge 501 kWh @ \$0.0638

31.96

Reading 11/15/06 93609

Transit Fee

0.39

30 days

501 Kilowatt Hours (kWh)

Total charge this service

\$38.61

Your average daily usage was

16.70 kWh

## Payments

12/16/06 Payment Received - Thank You

\$117.14 CR

11/21/06 Payment Received - Thank You

\$90.00 CR

Total Payments

\$207.14 CR

## Fees/Adjustments

Returned Check Charge

\$20.00 CR

Late Payment Charge

\$0.76

Transfer

\$64.00 CR

Transfer

\$64.00

Deposit Amount

\$64.00 CR

Total Fees/Adjustments

\$83.24 CR

117  
9020.00  
64.00  
\$ 84.00

✓ Detach and mail this portion with your payment. Bring entire bill if paying in person.

Important: Please use **Black** or **Blue** ink to enroll in CheckLINE or update personal information below.

CheckLINE Enrollment Form	Name or Address Change Information
<p>When enrollment becomes effective, your balance due will be deducted from your bank account on your due date. Please continue to mail your payment until your bill stub indicates that the auto withdrawal is effective. This process normally takes 30-60 days whether enrolling for the first time or making changes to bank information. You must enclose a copy of a voided check or savings withdrawal slip. Please make sure to sign below. We cannot process your enrollment request without your voided check or savings withdrawal slip and signature.</p>	
Name on bank account (Please Print)	Name <span style="float: right;">Attn</span>
Bank Name	Address <span style="float: right;">City</span>
Routing # (9 digit) <span style="float: right;">Bank Account #</span>	State <span style="float: right;">Zip Code</span>
Signature X <span style="float: right;">Date X</span>	Phone (Home) <span style="float: right;">(Work)</span>
I authorize Aquila to debit the financial account listed above for monthly payment of my future bills. I understand that I may stop this service three (3) business days before the due date by calling 1-800-303-0752.	Additional Comments 2724875058 LEESA L FORSEE



otherwise requested by the customer and agreed to by the utility.

(11) A utility may include charges for special services together with utility charges on the same bill if the charges for special services are designated clearly and separately from utility charges. If partial payment is made, the utility shall first credit all payments to the balance outstanding for gas, electric or water charges, before crediting a deposit.

(12) During the billing period prior to any tariffed seasonal rate change, a utility shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.

**AUTHORITY:** sections 386.250(6), RSMo Supp. 1991 393.140(11), RSMo 1986.\* Original rule filed Dec. 19, 1975, effective Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Rescinded and re-adapted: Filed Sept. 22, 1993, effective July 10, 1994.

\*Original authority: 386.250(6), RSMo 1939, amended 1963, 1967, 1980, 1987, 1988, 1991 and 393.140(11), RSMo 1939, amended 1949, 1967.

#### 4 CSR 240-13.025 Billing Adjustments

**PURPOSE:** This rule establishes billing adjustments in the event of an overcharge or an undercharge.

(1) For all billing errors, the utility will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:

(A) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive monthly billing periods, or twenty (20) consecutive quarterly billing periods, calculated from the date of discovery, inquiry or actual notification of the utility, whichever comes first;

(B) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods or four (4) quarterly billing periods, calculated from the date of discov-

ery, inquiry or actual notification of the utility, whichever was first;

(C) No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1);

(D) Where, upon test, an error in measurement is found to be within the limits prescribed by commission rules, no billing adjustment will be made; and

(E) When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, the utility will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.

**AUTHORITY:** section 393.140(11), RSMo 1986.\* Original rule filed Sept. 22, 1993, effective July 10, 1994.

\*Original authority 1939, amended 1940, 1967.

#### 4 CSR 240-13.030 Deposits and Guarantees of Payment

**PURPOSE:** This rule establishes reasonable and uniform standards regarding deposits and guarantees required by utilities.

(1) A utility may require a deposit or other guarantee as a condition of new residential service if—

(A) The customer has outstanding with a utility providing the same type of service, an unpaid bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute;

(B) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years; or

(C) The customer is unable to establish an acceptable credit rating under standards contained in tariffs filed with and approved by the commission. The customer shall be deemed *prima facie* to have established an acceptable credit rating if the customer meets any of the following criteria:

1. Owns or is purchasing a home;
2. Is and has been regularly employed on a full-time basis for at least one (1) year;
3. Has an adequate regular source of income; or

4. Can provide adequate credit references from a commercial credit source.

(2) A utility may require a deposit or guarantee as a condition of continued residential service if—

(A) The service of the customer has been discontinued by the utility for nonpayment of a delinquent account not in dispute;

(B) In an unauthorized manner, the customer interfered with or diverted the service of the utility situated on or about or delivered to the customer's premises; or

(C) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive monthly billing periods, or two (2) quarters out of four (4) consecutive quarters. Prior to requiring a customer to post a deposit under this subsection, the utility shall send the customer a written notice explaining the utility's right to require a deposit or include such explanation with each written discontinuance notice.

(3) Deposits for gas and electric service assessed under the provisions of subsection (2)(A) or (C) of this rule during the months of November, December and January may be paid, if the customer is unable to pay the entire deposit, by installments over a six (6)-month period.

(4) A deposit shall be subject to the following terms:

(A) It shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12)-month period at the service location or, in the case of a new customer, who is assessed a deposit under subsection (1)(C) of this rule, one-sixth (1/6) of the estimated annual bill for monthly billed customers and one-third (1/3) of the estimated annual bill for quarterly billed customers for utility charges at the requested service location;

(B) It shall bear interest at a rate specified in utility tariffs, approved by the commission, which shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer. Records shall be kept of efforts to return a deposit. This rule shall not preclude a utility from crediting interest upon each service account during one (1) billing cycle annually;



(C) Upon discontinuance or termination other than for a change of service address, it shall be credited, with accrued interest, to the utility charges stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill;

(D) Upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. A utility may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit;

(E) A utility shall maintain records which show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid and information to determine the earliest possible refund date;

(F) Each customer posting a security deposit shall receive, in writing, at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless the utility shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information:

1. Name of customer;
2. Date of payment;
3. Amount of payment;
4. Identifiable name, signature and title of the utility employee receiving payment; and
5. Statement of the terms and conditions governing the payment, retention and return of deposits;

(G) A utility shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided, s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit;

(H) No deposit or guarantee or additional deposit or guarantee shall be required by a utility because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence; and

(I) A utility shall provide means where a customer required to make a deposit may pay the deposit in installments unless the utility can show a likelihood that the customer does not intend to pay for the service.

(5) In lieu of a deposit, a utility may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

(6) A guarantor shall be released upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

**AUTHORITY:** sections 386.250(6), RSMo Supp. 1991 and 393.140(11), RSMo 1986. \* Original rule filed Dec. 19, 1975, effective Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Amended: Filed June 10, 1992, effective Feb. 26, 1993. Rescinded and readopted: Filed Sept. 22, 1993, effective July 10, 1994.

\*Original authority: 386.250(6), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991 and 393.140(11), RSMo 1939, amended 1949, 1967.

#### 4 CSR 240-13.035 Denial of Service

**PURPOSE:** This rule prescribes conditions under which utilities may refuse to commence service to an applicant for residential service and establishes procedures to be followed by utilities to insure reasonable and uniform standards exist for the denial of service. This rule also protects an applicant(s) at the time of their application, from being required to pay for the bill incurred by other individuals for service from which the applicant(s) did not receive substantial benefit.

(1) A utility may refuse to commence service to an applicant for any of the following reasons:

(A) Failure to pay an undisputed delinquent utility charge for services provided by that utility or by its regulated affiliate. To be considered to be disputed, the unpaid charge must be the subject of an open informal complaint at the commission.

(B) Failure to post a required deposit or guarantee in accordance with 4 CSR 240-13.030 or the utility's tariffs;

(C) Refusal or failure to permit inspection, maintenance, replacement or meter reading of utility equipment. If the applicant does not provide access to the utility for such purposes, the utility shall provide notice to the applicant regarding its need for inspection, maintenance, replacement or meter reading of utility equipment and shall maintain an accurate record of the notice provided.

1. The notice shall include one (1) of the following:

A. Written notice by first class mail sent to the applicant; or

B. Written notice delivered in hand to the applicant; or

C. At least two (2) telephone call attempts reasonably calculated to reach the applicant; or

D. Written notice in the form of a door hanger left at the applicant's premises.

2. The notice shall contain the following information:

A. The name and address of the applicant and the address where service is being requested;

B. How the applicant may comply with the requirements to have service connected;

C. A telephone number the applicant may call from the service location without incurring toll charges and the address of the utility prominently displayed where the applicant may make an inquiry;

D. A statement in Spanish either:

(I) Advising the applicant that if they do not read English, to ask someone who does to translate the notice for them; or  
(II) Advising the applicant to call the utility for assistance if the utility provides telephone assistance in Spanish;

E. If the applicant is unable to resolve the matter satisfactorily with the utility, they may contact the Public Service Commission;

(D) Misrepresentation of identity;

(E) Violation of any other rules of the utility approved by the commission which adversely affects the safety of the customer or other persons or the integrity of the utility's system;

(F) As provided by state or federal law;

(G) Failure of a previous owner or occupant of the premises to pay a delinquent utility charges where the previous owner or occupant remains an occupant;

(H) Failure to comply with the terms of a settlement agreement; or

(I) Unauthorized interference, diversion of use of the utility's service by the applicant, or by a previous owner or occupant who remains an occupant.