

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

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

ORDER DIRECTING FILING

Issue Date: November 1, 2006

Effective Date: November 1, 2006

Cheryl L. Fabulae filed a formal complaint against Kansas City Power & Light Company ("KCPL") on October 6, 2006. In her amended complaint, which was filed on October 12, 2006, Ms. Fabulae claims that KCPL terminated her residential electric service at an unspecified time on October 6, 2006 and that pursuant to 4 CSR 240-13.050, she is entitled to restoration of her service pending final resolution of this matter.

On October 23, 2006, the Commission entered an order analyzing the administrative regulations relied on by Ms. Fabulae, directing the parties to "promptly attempt to mutually determine the amount of Ms. Fabulae's past-due electric bill which is not in dispute as determined pursuant to 4 CSR 240-13.045(5)," and concluding that Ms. Fabulae would be entitled to restoration of her service pending final resolution of her formal complaint upon payment to KCPL of the amount of her past-due electric bill which was ascertained not to be in dispute as determined pursuant to 4 CSR 240-13.045(5) and (6).

KCPL entered its appearance and filed its response to the Order Directing Filing on October 26, 2006, averring that although the parties had discussed the matter and attempted to come to a mutual agreement as to the amount of the charge not in dispute as required by 4 CSR 240-13.045(5), they were unable to do so. KCPL's response further posits that it informed Ms. Fabulae that if she were to pay KCPL 50% of her total bill, KCPL would restore her electric service. See 4 CSR 240-13.045(6).

Ms. Fabulae has not yet responded to KCPL's filing. However, she did write a letter, which was dated October 25, 2006 and was filed the following day, in which she recounted her conversation with KCPL representatives. Among other things, the letter indicates that the total amount of Ms. Fabulae's most recent bill from KCPL is \$3,558.33, of which she disputes "aprox. \$3,000" for one reason or another. However, the letter also states that at the time she was contacted by KCPL to discuss the matter, she did not have her files with her and "therefore I was not going to quote any numbers or inform [them] of what I believe we were disputing with no access to those documents." Furthermore, the letter indicates that she was never asked to contact KCPL "at a later date after I was able to review my documents in regard to the disputed amount," which "is difficult to determine because this situation has been going on for such a long time."

It is essential that the parties have a full and fair opportunity to reach a good faith agreement as to what portion of Ms. Fabulae's electric bill is not in dispute. Moreover, it appears that Ms. Fabulae reasonably needed more time to review her records than she was initially allowed. Accordingly, the parties are once again directed to attempt to mutually determine the amount of Ms. Fabulae's electric bill which is not in dispute as determined pursuant to 4 CSR 240-13.045(5). If they are able to reach agreement as to

this amount, the Commission will, upon payment of that sum to KCPL, promptly order KCPL to restore Ms. Fabulae's residential electric service pending final resolution of this matter.¹ If they are unable to mutually determine the amount of Ms. Fabulae's electric bill which is not in dispute, the Commission will order the prompt restoration of Ms. Fabulae's residential electric service pending final resolution of this matter upon a showing that she has paid KCPL, at KCPL's option: (1) an amount not to exceed 50% of the total charge; or (2) an amount based on usage during a like period under similar conditions.²

IT IS ORDERED THAT:

1. Cheryl L. Fabulae and Kansas City Power & Light Company shall promptly confer in a good faith attempt to reach a mutual agreement as to what portion of her current electric bill is not the subject of a dispute between them. If they are able to reach agreement as to this amount, Ms. Fabulae shall, by no later than 5:00 p.m. on Tuesday, November 7, 2006, file an appropriate pleading specifying that amount and stating a date certain on which she will pay it.

2. If the parties are unable to mutually determine the amount not in dispute after making an informed, good faith effort to do so, they shall, by no later than 5:00 p.m. on Tuesday, November 7, 2006, separately file appropriate pleadings so indicating and explaining the reasons agreement could not be reached. KCPL's pleading shall also specify the total amount of the charge in dispute and the sum Ms. Fabulae must pay KCPL

¹ If Ms. Fabulae is unwilling or unable to pay this sum, her request for restoration of her service pending final resolution of the matter will be denied and her complaint may be subject to dismissal. See 4 CSR 240-13.070(7) ("Failure of the customer to pay the amount of a bill which is not in dispute, as determined pursuant to sections 4 CSR 240-13.045(5) or (6) of these rules, shall be grounds for dismissal of an informal or formal complaint.")

² According to Ms. Fabulae's letter of October 25, 2006, she believes that even if she were to pay this sum to KCPL, KCPL "would continue to deny [her] service until" she paid an additional deposit of \$345.00 as well. The parties are reminded that this would constitute a violation of 4 CSR 240-13.045(6).

to have her residential electric service restored pending final resolution of this matter, as determined in compliance with 4 CSR 240-13.045(6).

3. This order shall become effective on November 1, 2006.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read 'Colleen M. Dale', written over a horizontal line.

Colleen M. Dale
Secretary

(S E A L)

Benjamin H. Lane, Regulatory
Law Judge, by delegation of authority
under Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 1st day of November, 2006.