

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

William L. Gehrs, Jr.,)	
)	
Complainant,)	
)	
vs.)	File No. EC-2018-0033
)	
The Empire District Electric Company,)	
)	
Respondent.)	

ANSWER TO AMENDED COMPLAINT

COMES NOW The Empire District Electric Company (“Empire”), and in Response to the Amended Complaint (“Complaint”) filed herein by William L. Gehrs, Jr., Empire respectfully states as follows to the Missouri Public Service Commission (“Commission”):

1. Empire admits the allegations of paragraphs 1-4 of the Complaint. Empire further states that it is a Kansas corporation with its principal office and place of business at 602 South Joplin Avenue, Joplin, Missouri, 64801. Empire is qualified to conduct business and is conducting business in Missouri, as well as the states of Kansas, Arkansas and Oklahoma. Empire is engaged, generally, in the business of generating, purchasing, transmitting, distributing and selling electric energy in portions of those states. Empire also provides water service and natural gas distribution service in Missouri. Empire’s Missouri operations are subject to the jurisdiction of the Commission as provided by law.

2. Empire denies the allegations of paragraph 5 of the Complaint.

3. Answering paragraph 6, Empire admits that Mr. Gehrs is making the requests as stated; Empire denies that Mr. Gehrs or any other Empire customer is entitled to a refund as requested by Mr. Gehrs and denies that the requested tariff changes would be appropriate.

4. While denying any wrongdoing with regard to the allegations of paragraph 7 of the Complaint, Empire admits the accuracy of the statements in subparagraphs (b) and (c) and the first sentence and citation in subparagraph (e). Empire denies all other allegations of paragraph 7 of the Complaint, including subparagraphs.

5. Empire admits the allegations of paragraph 8 of the Complaint.

6. Empire denies all allegations of the Complaint not specifically admitted above.

7. In further response to the Complaint, Empire states that in the event of an overcharge, which Empire denies, then, pursuant to 4 CSR 240-13.025(a), an adjustment shall be made for the period that the overcharge can be shown to have existed, limited to 60 consecutive monthly billing periods calculated from the date of discovery, inquiry, or actual notification to Empire.

8. In further response, Empire states that the address of the property to which the Complaint refers, 1802 S. Wall, Joplin, Missouri (the "Property"), is a multiple-family dwelling set up with a master meter (one meter) to service the Property. The account for the Property has been active and billed this way at least as far back as 1980, which represents the earliest available records of Empire. Although using a single master meter is not current protocol for newer multiple-family dwellings, there remain several apartment complexes that are set up through a single master meter. Master meters are billed the number of customer charges for the number of apartments they serve. This practice is pursuant to Empire's Residential Service Schedule RG, Conditions of Service #4:

If this schedule is used for service through a single meter to multiple-family dwellings within a single building, each Customer charge and kWh block will be multiplied by the number of dwelling units served in calculating each month's bill.

A customer's master meter may be substituted with separate meters for each apartment at the customer's expense and upon the customer's request.

9. In further response, Empire states that it lawfully supplied retail electric energy services to the Property and that, consistent with Residential Service Schedule RG, the Property is serviced through a single meter to multiple-family dwellings within a single building, with each Customer charge and kWh block being multiplied by the number of dwelling units served in calculating each month's bill.

10. In further response, Empire states that, at all times, it complied with its tariffs and all applicable laws, rules, Commission orders, and regulations with regard to the service provided to the Property and to all other customers.

11. In further response, Empire states that the relief sought by Mr. Gehrs is barred by the filed rate doctrine, the applicable statute of limitations, the doctrine of laches, Commission Rule 4 CSR 240-13.025(a), and Empire's tariffs, which have the force and effect of law; and that the Complaint represents a collateral attack on Empire's filed and approved tariffs

12. In further response, Empire states that the requested tariff change would constitute single issue ratemaking, without consideration of all relevant factors; and that the relief sought is not within the Commission's jurisdiction, in that the Commission cannot order any monetary or pecuniary award, refund, or reparation.

13. To Empire's knowledge, Mr. Gehrs lacks authorization or standing to bring this Complaint on behalf of other Empire customers. The Complaint is also in violation of RSMo. 386.390 ("no complaint shall be entertained by the commission, except upon its own motion, as to the reasonableness of any rates or charges of any gas, electrical, water, sewer, or telephone corporation, unless the same be signed by the public counsel or . . . not less than twenty-five consumers or purchasers, or prospective consumers or purchasers, of such gas, electricity, water, sewer or telephone service").

