BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

CHARLES HARTER, )

 COMPLAINANT )

V. )CASE NO.EC2013-0491

 )

UNION ELECTRIC COMPANY dba, )

AMEREN, RESPONDENT )

COMPLAINANT’S RESPONSE TO RESPONDENT’S REQUEST

TO DISCONNECT COMPLAINANT

 COMES NOW Complainant and responds to the Respondent’s Motion for Expedited Treatment and Authority to Proceed with Disconnection and states: that there are no exigent circumstances to support such request in that,

1. respondent does not seek an order to allow it to disconnect complainant, but rather that this Commission has already issued an Order not to disconnect complainant and respondent seeks to reverse that order without hearing, even though they failed to raise or air the issue at the hearing, choosing to distribute a motion after the hearing.
2. Losing electricity is an exigent circumstance of such dire consequence as to threaten life itself and to require expedited treatment; however this is not reversible, it is inconceivable that a utility’s desire to disconnect a customer could ever constitute an exigent circumstance, ie: What is the harm of continued service? There will be an additional bill which will be paid, so what is at issue, a matter of interest at 9% on $425? This amount is trivial and unworthy of expedited reversal of an order without hearing.
3. It is actually puzzling that respondent could be so cruel as to mock the destitute it disconnects by claiming that it suffers some irreparable harm if it cannot pull the plug. The utility suffers no harm whatsoever, as does this multi-billion dollar entity really hinge itself on $425? On the other hand, complainant, if disconnected, loses food, water, heat, phone, internet, light, communication, medical support, life itself.
4. It is impossible to parse an amount in dispute as respondent disingenuously requests, ie: respondent says it is not disconnecting for this $226.93 over here but rather for that $198.47 over there, but the alpha and omega of the situation is that they are disconnecting, and the reason is irrelevant, as long as any part of the amount claimed is part of the amount in dispute. Here, it is, since the complaint disputes $443 of the bill, that means $443 is in dispute before the commission and with only $428 of payments since then, a portion must remain in dispute even if payments are taken as acceptance.
5. Complainant is happy to pay his bill in full, except that respondent continues to put disputed items into the bill and refuses to accept partial payments.
6. Complainant will forthwith pay in full a liquidated amount, but complainant cannot concede and lose the legal foundation for his issue of issues #4 and #5 of improper disconnection, and complainant cannot in effect, grant respondent a license to violate the rules and disconnect, by making a good faith payments that respondent misinterprets.
7. Complainant intends to challenge in every venue in any way afforded, respondent’s action to disconnect him during the pendency of this complaint, and complainant will not concede any foundational issues based on respondent’s illegal disconnections designed to improperly leverage the due process of the proceedings.
8. The motion seems a callous attempt by respondent to avoid the possible repercussion of 386.570.2 RSMo for its July disconnection attempts, which unless or until disavowed pursuant to 386.570.3 RSMo, continue on a daily basis.

 WHEREFORE, Complainant prays, for good cause shown, that the Order of the Commission not to disconnect him in the above pending matter be continued; and that any amounts due and owing, or wrong and waived, by and between complainant and respondent, be determined by this Commission through a decision of the matter already heard.

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