

OCT 31 2014

BEFORE THE PUBLIC SERVICE COMMISSION
FOR THE STATE OF MISSOURI

Missouri Public
Service Commission

JIMMIE E. SMALL,)	
)	
Complainant,)	
)	
v.)	Case No : EC- 2015-0058
)	ALJ Jordan presiding
UNION ELECTRIC CO., d/b/a.,)	
Ameren Missouri,)	
)	
Respondent.)	

**COMPLAINANT'S MOTION/OBJECTION/DISPUTE/DISAGREEMENT
WITH STAFF'S REPORT/RECOMMENDATION TO RECONSIDER
COMMISSION'S ORDER TO REDACT HC/PRIVACY ACT MATTERS,
AS A MATTER OF EXISTING MISSOURI AND
FEDERAL PRIVACY ACT LAWS.**

NOW COMES, the Complainant, Pro se, nonresident of Missouri, aged, disabled veteran, and for his objection/opposition/ dispute, [No. EC-2011-0247; No. EC-2012-0050 & No. EC-2015-0058] states unto the Honorable Commission ALJ the following particulars;

Staff's Motion to reconsider the Commission's Redact Order should be taken up, considered and denied/overruled.

Staff's Motion to reconsider raises three grounds to reconsider.

These three points relied on would appear to be convoluted, legally and factually baseless.

Throughout No. EC-2011- 0247; EC- 2012-0050 Staff paid special attention to protecting the confidentiality and privacy of Respondent UE/AM/MO Utility.

However, In the present dispute, Staff elected to ignore prior case law, rules, tariff agreements, and prior filed claims for equal protection to a fair and impartial proceeding. See Union Electric v. _____ Slavin

Staff report/investigation, filed a catalog of HC confidential documents. Did so without prior NOTICE to either Ms. Wassam or prior Complainant CP Small.

This state action by Staff officials appears to reflect a continuing conspiracy between Respondent UE Counsel S. Giboney and female state actor, Carol Gay Fred.

The present alleged debt due was at the center of the subject matter before the commission back in 2007-2008, No: EC-2011-0247; No: EC-2012-0050 and continuing through Respondent's September 08, 2014 disputed claim, EXHIBIT A content, HC last page of Staff's catalog of prejudicial documents.

To determine whether the State has met its burden under the harmless-error standards, the court employs a two-step analysis. Yates v. Evatt, 500 U.S. 391, 111 S. Ct. 1884, 1893, (1991), 114 L. Ed. 2d 432, 440.

Substantive Due Process requires notice and opportunity to be heard at a meaningful time in meaningful manner prior to depriving an individual of life, liberty, or property. U.S.C.A. 14. Iowa Constitution, Art I, section 9 State v. Dudley, 766 N.W. 2d 606.

Staff also failed to state with specificity or particularity on what legal authority Staff relied on in its state action decision to violate the privacy right of CP Small and Ms. Wassam. UE/AM/MO officials and employees were treated materially differently by Staff female, Carol Gay Fred.

In this present case proceeding both Ms. Wassam and nonresident CP Small have a liberty interest to be protected and constitutional right to NOTICE and privacy before Staff conspired with Respondent UE/AM/MO. Utility entity.

Had Ms. Wassam and CP Small received prior NOTICE from Staff state actors Gay Fred and Alexandra Alta, that privacy Act laws were going to be violated,; disseminated; illegally published, CP Small would have filed a timely Motion for order of protection with the Hon. ALJ Jordan.

Staff elected to further its common plan with Respondent Utility and elected to foreclose Small and Ms. Wassam's constitutional and statutory right to prior NOTICE, before publishing customer specific documents.

Accordingly, Staff's Motion to reconsider the Commission's Order to redact, should be taken up, considered then denied/overruled.

Staff's consequences for its filing acts & Conspiring with Utility AM/Mo., to violate the Constitutional rights of Complaining parties would appear to be nothing but routing action by Staff, in effort to dissuade and discourage nonresident , disabled, Male, prior complainant's from exercising their rights to file valid complaints against Commission employees and Respondent UE/AM Mo. Utility.

Staff 's use of Carol Gay Fred and Mary Duncan Affidavit in support of Respondent, UE, violated the sixth Amendment Constitutional right of confrontation of Gay Fred and Investigator Mary Duncan.
See Crawford v. Washington _____ U.S. _____,

Staff's action in publishing privacy matters appear to be separate and distinct constitutional Tort violation from Sixth Amendment right of confrontation.

Staff investigators acting in concert with Respondent UE , specifically its common plain to dismiss Small's complaint claims, N0: 2015-0058 also incorporated closed file documents into a pending contested case, then requested on reconsideration that the Commission officials go through a catalog of documents to perform the duties and responsibilities of Staff employees.

In other words the Motion to reconsider if granted would appear to have the legal effect of the Commission working for Staff members.. See Also Chavis v. Rowe (CA 7, Ill) 643 F. 2d 1281, cert denied (1981) 456 U.S. 907, 70 L. Ed 225, 102 S. Ct. 415. Regents of the University of California v. Bakke, 458 U.S. 265, 284, 98 S.Ct. 2733, 2745, 57 L. Ed 2d 750. (1978).

Small further suggest that filing valid disputes that no delinquent debt is owed, constitutes a statutory protected activity. See complaint/dispute issues, No: EC-2011-0247; No: EC-2012-0050, “ Ameren Missouri is not trying to collect Money-TRANSCRIPT Evidence of S. Giboney. Cause N0: EC-2012-0050, Hon. ALJ Bushmann presiding.

State action, for purposes of the equal protection clause, may emanate from rulings of administrative and regulatory agencies, as well as from legislative or judicial action. Moose Lodge No. 107 v. Irvis, (1972) See Respondent’s Answer and Motion to dismiss content.

In its un-paginated Answer / joint Motion to dismiss certified on October, 02, 2014, Counsel Giboney and Corporate Counsel Mathew R. Tome, state unto the Hon. Commission, Motion to Dismiss, Paragraph, 12, in part, [“ The Company is a private corporation, not a state actor. “[T]he Fourteenth Amendment [is] not aimed at private action; rather, [it is] aimed to protect such deprivations which occur “ under the color of state law” or “state action”. France v. Hunter, 368 S.W. 3d 279, 287 (Mo. Ct. App. 2012) (action against private actor, a doctor, was dismissed, because it was not enough to show that as a private actor he deprived someone of constitutional rights).

Conspiracy by Staff Females Jenifer Hernandez, Carol Gay Fred, Mary Duncan, [state actors] acting in concert with a Private corporation, Union Electric Co. d/b/a Ameren Missouri, is distinctly different from the Private doctor facts

relied on by Respondent in N0: EC-2011-0247 alleged debt due claims; N0: EC-2012-0050 alleged debts due in the amount of \$ 846.15 .

According to S. Giboney, Testimony evidence given to the Commission ALJ Bushmann, the private Utility company was not trying to collect money from CP Small in any delinquent amount due Respondent.

The Commission Staff are state actors compiling false records in support of a private corporation and the Fourteenth Amendment of the United States Constitution compels Respondent Utility to abide with Privacy Act Matters, Sixth Amendment right of Confrontation of Kathy Hart, Breeze Benton, Carol Gay Fred, Mary Duncan, before granting Staff's Motion to reconsider request.

In France v Hunter, 368 S.W. 3d 279, 287 (Mo. Ct. App. 2012 the doctor was a private party defendant, not acting in concert with any state actor.

France is factually and legally distinguishable from **Small v. Union Electric Company, No. EC-2011-0247; No. EC-2012-0050; N0: EC-2015-0058.**

The doctor, private actor is distinguishable from Respondent Union Electric. b Union Electric Company is under a Federal Public Use Contract with exclusive right/access to federal waters, while the doctor in France had no such Federal Contract rights.

42 U.S.C.A. sect 2000d-3 prohibits discrimination or retaliation in programs or projects, using federal funding. Title VI.

The source of authority for a private right of action against Respondent UE/AM/MO, is intertwined with Title VI federally funded projects.

Breach of statutory duty under Title VI federally funded projects, is distinct and separate from Missouri & Iowa laws. Separate from federal constitutional violation claims, presently pursued by complainant Small.

Respondent UE/AM/MO liability to electric customers, [as a private company], admitted to in its Motion to Dismiss, paragraph 12, is further predicated upon a Public Use contract, with the U.S. Army Corp of Engineers, further controlled by Federal law, Title VI dictates.

Title VI of federal law, is binding on Respondent UE. A private Corporation doing business with the general public, bound also by federal statutory laws.

Where there is no ambiguity in a contract the interest of the parties involved are to be determined from the contract alone. Sullivan & Watkins, Inc., v. Rauscher, 684 S.W. 2d 438, 439, (Mo. App. 1984). An ambiguity does not arise from a contract merely because the parties to that contract do not agree on how it is to be construed.

The language of a contract is deemed ambiguous where it is susceptible to more than one meaning and where reasonable men fairly differ as to what that meaning is Ridley v. Newsome, 754 S.W. 2d 912 (Mo. App. 1988).

The meaning of an ambiguous contract is to be determined in regards to extrinsic circumstances. Shell v. Shell, 658 S.W. 2d 439, 444 (Mo. App. 1982).

The continued circumstances surrounding Electric service denial by UE/AM/MO. LOT # 23, coming into November 01, 2014 would appear to involve construction of federal contract construction.

Staff's filed report violating Small's rights to privacy never once mentioned the applicable federal contract right of any Missouri Electric Applicant for electric service and Public Counsel, Mr. Allison never bothered to address the Utilities Breach of Contract claims making a mockery of Commission proceeding over a period of years and continuing unresolved. UE would appear to have one Million 200 thousand customers in Missouri who are third party contract beneficiaries of Federal water projects near Osage Beach Missouri.

Staff members Alexander Antal and Carol Gay Fred appear clueless as to the Federal Contract rights of third party beneficiaries, on or about September 08, 2014 and October 08, 2014 when state actors elected to publish privacy act matters, prohibited under relevant federal contract covenants. Dustin Allison, Public Counsel would appear to have no interest in general protection of Missouri clients of Respondent UE.

**EQUITABLE ESTOPPEL, ISSUE PRECLUSION, COLLATERAL
ESTOPPEL AND RES JUDICATA DEFENSES TO ALLEGED \$ 846.15
FRAUDULENT BILLS CURCULATION, POLICIES, PRACTICES AND
CUSTOMS BY UE/AM/MO UTILITY**

Respondent Union Electric Company's contract ratification action with the U.S. Army Corp of Engineers and or Federal Energy Regulatory Commission,[Federal agency] laws, rules, regulations, prohibit Missouri Pub. Service Commission Staff [state actors] from joining in concert with Respondent Utility for purposes of attempted extortion and refusal to reconnect electric power to Lot # 23, 23067 Potter Trail, Kirksville, Missouri, further based on res judicata, Issue preclusion and collateral estoppels doctrine. Joining ranks to dismiss Small's state and federal contract breach claims, with prejudice. Evidence of Equitable Estoppel and the 2013 TRANSCRIPT, were intentionally overlooked by counsel Alexander Antal and Public Counsel Dustin Allison, favoring the litigation interest of the Utility Company and to the protection detriment of Small and some one Million 200 thousand UE Applicant/customers.

During a 2013 evidence hearing before ALJ Bushmann, Counsel for Respondent S. Giboney announced that Ameren Missouri was not trying to collect money from Customer Small, on account No. 34433-07018.

Counsel for Commission Staff, Jennifer Hernandez, announced that Staff had exhausted some 350 hours during its investigation over the disputed alleged debt due. Hernandez [staff] never once mentioned any third party Federal contract beneficiary right .

Hernandez is female, CP Small is male.

Hernandez is Hispanic race, Small is white race complainant.

Federal contract covenants prohibit any effort by Commission Staff or UE employees to discriminate against contract beneficiaries to and including the undersigned nonresident of Missouri.

Staff's Motion to reconsider should be denied/overruled, where Staff spent some 350 investigative hours on contested cases identified above, and never mentioned the evidence that Respondent was not attempting to collect money on any alleged delinquent account bill.

No time throughout the 350 hours of investigation did staff recommend a possible breach of Public Contract between the Federal Energy Regulatory Commission and Respondent UE/AM/MO and the fact that CP Small was an intended beneficiary of said contract even considering his non-resident status, at Lot # 23, 23067 Potter Trail, Kirksville, Mo.

An abuse of discretion occurs when the district court's decision is exercised to a clearly unreasonable degree. Pexa v. Auto Owner's Ins. Co. 686 N.W. 2d 150, 163 (Iowa 1999).

"Certainly consist in the right of every individual to claim the protection of the laws, whenever he receives an injury. One of the first duties of government is to afford that protection. Baker v. Carr 369 U.S. 186, 369 U.S. 217 (1969).

Respondent Utilities Motion to dismiss would appear to suggest that as a Private Corporation, said entity is not bound by federal laws, including the American With Disabilities laws.

Small is an American With a Disability having separate but equal rights to have his electrical power reconnected as per his written request, [office space,] Lot # 23, 23067 Potter Trail Kirksville, Missouri. See also reconnection during the Cold Weather Missouri due process and equal protection of laws rule.

To state a due process claim ADA complainant Small must allege deprivation of life, liberty or property without due process of law. See Board of Regents of state Colleges v. Roth, 308 U.S. 564 (1972), 369 U.S. 186, 217 (1962); Reno v. Flores, 507 U.S. 292, 302, 113 S. Ct. 1439, 123 L. Ed 2d.

The fundamental requisite of due process of law is the opportunity to be heard. Grannis v. Ordean 234 U.S. 385, 58 L. Ed 1363, 1368, 34 S. Ct. 779.

When CP Small filed his written request to reconnect electrical power to his office at Lot # 23, Respondent subjected the same applicant to City of Kirksville , Meter, wiring, inspection in retaliation against Small, because Small previously exercised his rights to file complaints against Landlord LaCost and Respondent UE/AM/Mo.

On September 08, 2014, EXHIBIT A, Kathy Hart admitted in writing that prior complainant Small (a) requested in writing that reconnection was requested (b) Utility agent admitted that subjecting CP Small to false reconnection standards, were materially false (c) other electric consumer/customers were not subjected to the same or similar treatment as the nonresident defendant (d) Staff Report and recommendation disseminating and circulating confidential/ privacy act documents specific to CP Small treated Small materially differently by two entities (i) treated differently on reconnect request late 2014, by Respondent agents Annette Sweat

office; & Kathy Hart (ii) treated differently on reconnect request and after Small filed complaints with MPSC, Staff employees, Alexandra & Carol Gay Fred, Officials of a State agency, thus State Action was involved in disparity in treatment of CP Small.

To show an abuse of discretion, it is necessary to show that the district court exercised its discretion, “ on grounds clearly untenable or to an extent clearly unreasonable” Lehigh Clay Products., Ltd., v. Iowa Department of Transp. 512 N.W. 2d 541, 543 (Iowa 1997) (“ If a jury verdict, . . . fails to effectuate substantial justice, a new trial may be ordered.”

Staff’s Motion to reconsider should be denied and overruled where the mix of non-confidential records intentionally mixed with HC stamped documents, is prejudicial to the protected liberty interest of Complainant Smal.

Staff reports of prior filed claims clearly reflects that Staff knew full well that Small disputed the existence of any 2007-2008 account balance, and continuing disputed in No. EC-2015-0058. See also U.S.C.A. Const. Amend. 1, Free Speech Doctrine; 5th Amendment due process clause,; the 6th Amendment right of Confrontation to the Mary Duncan and Gay Fred Affidavit testimony favoring the Respondent Utility over a period of years and continuing during the Motion to reconsider dispute.

See Crawford v. Washington _____U.S._____

When Staff members Alexandra and Gay Fred elected to circumvent due process and equal protection of laws rules Respondent counsel S. Giboney joined in the report and recommendation [by Motion to dismiss complaint] thus the present filed dispute also involves an active conspiracy against the nonresident claimant over a period of years and continuing unresolved. 3 CSR

240 _____

The Staff report and recommendation also suggest that an adversarial proceeding is at play, 2010 forward and continuing in 2015-0058. See Union Electric Company v. _____ Slavin.

At paragraph seven (7) Utility Answer, Company state in defense , in part, [“ Among other information, the construction supervisor advised Complainant that the City of Kirksville would need to inspect the wiring at the address before the Company could proceed to establish service.”]

On September 08, 2014 UE/AM/Mo Regulatory Liason, Kathy Hart informed reconnection applicant Small, a nonresident, in part, [“ After checking with the City of Kirksville, I learned your residence [actually office space] is not in city limits so no inspection is necessary through the Cit. * * ”Our troubleman will come to your location to set the meter, if there are no problems setting the meter you will have service within that time frame.”

Kathy Hart, clearly list Account Number 34433-07018.

Utility Company Am. Mo should be equitable stopped from denying that exact same safety service issues and troubleman procedures under applicable tariff regulations were ignored back in 2007 when UE Company reconnected electric with the intent to extort monies from CP Small without proper notice to reconnect service to the exact same Private office.

Stated differently in No. EC-2011-0247 the company failed to establish that 4 CSR 240 safety measures were clearly followed prior to reconnection while on September 08, 2014, [same account No. 34433-07018] UE Company representative Kathy Hart outlines continued delay measures that must be followed prior to reconnection service, LOT # 23.

This evidence laid beside Staff's Report[s] and recommendation, tends to be compelling that UE representatives are freely permitted to pick and choose when

public safety measures are followed in compliance with tariff safety rules and laws, and when Company can ignore those same tariff, inspection rules.

Public Safety is a mandatory requirement not a discretionary function.

On October 28, 2014 Alexander Antal informed CP Small that as a Staff member, he was unaware of the Commission measure required to protect UE electrical us ecustomers from Cold Weather rule violations, but he would check and see.

AFFIRMATIVE DEFENSES TO CLAIMED
DELINQUENT DEBT DUE RESPONDNET UE/AM/MO. UTILITY

Staff's report and recommendation , specifically its Motion to reconsider the Commission Order to redact should be summarily denied for above mentioned cause.

Under Missouri law Equitable estoppels is affirmative defense which must be pleaded. See section 509.090 RS Mo. 1965 Supp. V.A.M S. Brooks v, Cooksey, 427 S.W.2d 498.

As evidenced on Commission file records, Respondent EXHIBIT A, Respondent Utility claims in late 2014, coming into Cold Weather season, that as a prerequisite to reconnecting CP Small's electrical heating power, applicant Small must remit payment in the amount of \$\$676.92. HC Schedule 6.

CP Small claims that the alleged delinquent debt due Ameren Missouri, Account No. 34433-07018, goes back to 2007-2008 time period, to and including mandatory safety standards. 4 CSR sect 240.--

AFFIRMATIVE DEFENSES

Respondent Ameren Missouri in its Answer filed with the Commission, permitted co-conspirator [state actor] female Carol Gay Fred [Affidavit

testimony] to attach Ameren's September 08, 2014 alleged delinquent bill claims as new evidence in the present contested quasi-judicial proceeding. Small object on grounds of Equitable Estoppel.

“ Equitable estoppel, or estoppels in pias, is that condition in which justice forbids that one speak the truth in his own behalf” . It “stands simply on a rule of law which forecloses one from denying his own expressed or implied admission which in good faith and in pursuance of its purpose been accepted and acted upon by another”. Rodgers v. Seidlitz Paint & Varnish Co., Mo, 404 S.W. 2d 191; Clauson v. Larman, Mo. App., 211 S.W. 912; Sidney Weber, Inc., v. Interstate Motor Freight System, Mo. App., 205 S.W. 2d 912;

In addition to conspiring with Staff female Carol Gay Fred, the alleged delinquent Bill account No. 34433-07018 clearly fails to distinguish what specific amount of City of Kirksville, Taxes are due as of September 08, 2014.

Accordingly, the statute of Frauds is now raised in cause [NO. EC-2015-0058] as an affirmative defense under Mo. R. Civ. Proc. Rule 55.27 et seq.

Not only does Respondent Utility admit that City of Kirksville, has no inspection authority over wiring, outside the City limits of West Kirksville, limits, the City of Kirksville, officials involved, assert no collection interest in bill Amount due dated 04/24/2008. [Kirksville Mini Charge] would appear to be an illegal tax matter appropriate to the jurisdiction of the Mo. Public Service Commission as well as within the joint jurisdiction of City of Kirksville, Mo as Respondents are bound by a signed franchise contract agreement and subject to Missouri commissioned fraud claims, by Small in 2014 and continuing unresolved, via Respondent's September 08, 2014 ongoing fraudulent claims.

On 04/24/2015, the alleged delinquent bill will be 7 years of age while the applicable Mo. Statute of limitations is five years following the alleged final Bill due date filed with the commission. See contested case No. EC-2011-0247.

Mo. State statute of limitations under R. 55.27 is an affirmative defense to the September 08, 2014 alleged delinquent account bill.

Affirmative defenses must be pleaded.

That because Respondent Ameren Missouri's Final Bill evidence, dated 04/24/2008 claim that Kirksville Mini Charge in the amount of \$1.68 is due and payable as taxes, under Missouri law, this evidence links Respondent to Government's executive power to collect taxes.

Nonresident, Cp Small asserts the affirmative defense of UCC, Statute of Frauds, where the September 08, 2014 alleged debt goes back to the exact same alleged delinquent debt dated 04/24/2008.

Accordingly, the Statute of Frauds comes into play, and it appears that Respondent intended to collect taxes for City of Kirksville, Mo. From a disabled Iowa resident, thus treating the out-of-state CP Small materially differently in violation of tax laws, and obligations not applied to electric use applicants under the same or similar circumstances, outside Small's protected class membership, on September 08, 2014.

Small did not receive the September 08, 2014 alleged delinquent debt claim until Staff certification, dated the 08, day of October 2014, thus the affirmative defense of the applicable statute of limitations is timely filed in the above captioned quasi-judicial proceeding. No: EC-2015-0058 and continuing.

The alleged Kirksville Mini Charge, in the AMOUNT OF \$ 1.68 U.S. Money [Final Bill 04/24/2008] is a product of actionable Fraud, while Utility acted in concert with Evertt LaCost Trailer park, 23067 Potter Trail, Kirksville, Mo.

See Mo. R. Civ. Proc. Rule 55.27 et seq.

A private LaCost Mobile Home Park, concern LLC Corporation, acting in concert with Respondent Utility, and unlawfully permitting Trespass to LOT #23 without timely NOTICE to contract franchise agent City of Kirksville, Mo officials, its agents and assigns., appear wrong under existing fair and impartial doctrine.

Respondent Utility's September 08, 2014 Schedule 6, HC EXHIBIT A, would appear to have circumvented certificate of service standards.

Respondent's Answer and Motion to dismiss complaint is dated October 02, 2014 .

It appears that the September 08, 2014 EXHIBIT A evidence stamped HC was a product of ex parte communication showing preferential treatment to female UE employees.

Utility Company EXHIBIT A also appears devoid of any evidence of a filed stamp date that the Commission Data Center, Staff counsel or Public Counsel Dustin Allison receive UE/AM/MO exhibit A, evidence is a civil proceeding.

Accordingly, CP Small moves the Commission ALJ Hon. Jordan enter an Order striking EXHIBIT A, for cause and also striking the company's assertion of any delinquent debt due without first filing a Written demand for money due from CP to Union Electric, some 7 years following the date of 04/24/2008, account No. 34433-07018. See also Evidence TRANSCRIPT in context to no collection effort by Ameren Missouri in a contested case proceeding. No; EC-2012-0050.

Statute of frauds is affirmative defense to the September 08, 2014 respondent claims, thus the Staff's Motion for rehearing, based on EXHIBIT A alleged delinquent debt, should be overruled, as a matter of law. V.A.M.S. sect 441.060

Subd. 2. See also TRANSCRIPT of EVIDENCE, 2013, Page____, lines____
S. Giboney,

The court must take the record as it comes to us. See Board of Public Utilities v. Fenton, 669 S.W. 2d 612 (Mo. App.. 1984). We cannot consider evidence not presented to this court.

The Staff report and recommendation to dismiss, with prejudice, appears to violate the statute of frauds, where the September 08, 2014 Utility position in defense of claims, is factually inconsistent with Testimony of Respondent Counsel Sara Giboney on the exact same issue of alleged debt [money] due Ameren Missouri. See Roush v. Sandy 871S.W.2d 98 (Mo. App. W.D. 1994).

AFFIRMATIVE DEFENSES
NO:EC-2015-0058

CP Small also relies on the affirmative defenses under Mo. Civ. R. Civ. Proc. Rule 55.27 **ACCORD and SATISFACTION**.

ACCORD and SATISFACTION raised as a defense to Respondent's September 08, 2014 delinquent account claims comes into play where prior testimony of Respondent Counsel Sara Giboney admitted into TRANSCRIPT EVIDENCE, to the effect that AMEREN MISSOURI in 2013 Utility was not trying to collect any Money from CP Small.

This TRANSCRIPT EVIDENCE, suggest ACCORD and SATISFACTION previously existed between the exact same parties in No. EC-2012-0050, and continuing in No. EC-2015-0058.

The evidence of ACCORD and SATISFACTION between parties Small and Ameren Missouri, raised to counter Staff's Motion to reconsider, should be considered by Commission ALJ Jordan and others as appropriate, to protect the governmental integrity, and considered in light most favorable to the interest of the

nonresident, disabled male, party Small. *Moose Lodge No. 107 v. Irvis*, (1972), 407 U.S. 163, 31 L. Ed 2d 627, 92 S. Ct. 1965.

The record below also appears sufficient evidence to support a Commission decision overruling Staff's Motion to reconsider the Commission's Order to redact HC and other Confidential document/information in context to customer specific information reflecting an alleged debt due respondent etc.

The statute of frauds is an affirmative defense and must be pleaded by the party claiming its benefits. *Brooks v. Cooksey*, 427 S.W. 2d 98 (Mo. App. W.D. 1994)

At its Answer, paragraph 3, Respondent appears to complain that Small's filed claim was not presented on Commission formal complaint form.

Staff never bothered to provide Small with said form to complete, and without explanation, and continuing.

Paragraph 4, of Respondent's answer would appear to present ample notice of Small's written dispute requirement.

Staff's report Page 2, DISCUSSION, paragraph 5, concludes, in germane part, [Mr. Small still owes Ameren Missouri a final bill balance of \$846.15] and Mr. Small has not provided any new facts or information to support his allegations.

Staff investigation report state that no evidence exist that Ameren Missouri is in violation of Commission rules regarding denial of service.]

At DISCUSSION , page 2, paragraph 6 Staff concludes, [Staff agrees with Ameren Missouri's motion to dismiss in so far as it states that " Complainant has failed to allege a violation of any particular tariff, statute, rule, order or decision within the Commission's jurisdiction" and that " the Complaint fails to set forth any requested relief" as required by 4 CSR 240-2.070.

CP Small counters and supports the Commission decision to deny and overrule Staff's Motion to reconsider by stating that as soon as the Staff makes a decision to

cease and desist from conspiring with Ameren Missouri, long enough to serve Small with a formal complaint form after NOTICE of the September 08, 2014 respondent's false and fraudulent Bill claims, CP Small will be happy to complete and file a formal complaint, in the event to commission deems said formal complaint process necessary in No. EC-2015-0058.

Respondent Counsel Giboney's Motion to dismiss claims paragraph 11, is almost verbatim to Staff's DISCUSSION Report paragraph 6, date certified on the 08 day of October , 2014. Respondent's Motion to dismiss was certified served on October 02, 2014.

The Commission in Cause No. EC-2015-0058 may not have jurisdiction over Constitutional violation claims.

The Commission records below and continuing do have jurisdiction over conspiracy claims where the Commission Staff has conspired with Respondent to subject CP Small to suffer injury to his rights of privacy and confidentiality, issues and claims the Commission could decide as a matter of law on Staff's Motion to reconsider.

It's the Commissions duty and responsibility under applicable laws to provide a fair and impartial quasi – judicial proceeding free from Staff conspiratorial acts and conduct to join ranks with Respondent utility to dismiss Small's complaint with prejudice. .

Most reasonable applicants in Missouri jurisdiction, requesting reconnection of electrical service from UE/AM/MO. [August 29, 2014] to a mobile home for heating purposes, sufficient written requested relief, sufficient for purposes of 4 CSR 240.2-070 (4)(E). See Ameren Missouri's Answer and Motion to Dismiss, paragraph 11.

In our review we are to sustain the trial court unless there is no substantial evidence to support the judgment, unless it is against the weight of the evidence, unless it erroneously declares the law, or unless it erroneously applies the law. Murphy v. Carron, 536 S.W. 2d 30, 32 (Mo. Banc 1976).

Commission Staff's Motion to reconsider should be overruled, because there is substantial evidence relied upon by Staff taken from closed case files No. EC-2011-0247 and No; EC-2012-0050, merged into new cause No. EC-2015-0058, supporting the Commission's Order to redact; The Commission's Order to redact privacy HC identified documents is not against the weight of the evidence [by preponderance of evidence standards] It also appears that the Commission Ordering Staff to redact privacy Act matters does not erroneously apply Missouri laws, and CP Small respectfully suggest that the Commission Order to redact privacy act documents did not erroneously apply applicable Missouri laws in the interest of protecting the privacy Act right of the nonresident complaining party Jim Small and others. The Commission Order to redact is also consistent with applicable laws prohibiting Staff employees [state actors] from depriving CP Small of due process and equal protection of laws, unless the record before the Commission shows a legitimate state interest to be protected in doing so.

The Staff report and recommendation to dismiss with prejudice shows no legitimate state interest to be protected in conspiring with Respondent Utility employees to further a common goal to violated the privacy of a prior complaining party before the **(a)** Missouri Human Rights Commission **(b)** Prior complaints filed before the Mo. Public Service Commission **(c)** substantial evidence exist within Staff's report confirming that the Commission did accept jurisdiction over disputes going back in time to No. EC-2011-0247 and continuing.

The relief Small has sought and continues to seek is his liberty interest in filing complaints with the Human Rights Commission and Missouri Public Service Commission free from being a victim of retaliation and free from sacrificing his statutory rights to privacy act protection as a disabled, male, disabled veteran venturing into Missouri jurisdiction to defend against attempted extortion and fraud Bill account activities, by Respondent acting in concert with Staff member Carol Gay Fred and other state actors having access to confidential complaint, customer specific documents, complained of over a period of years.

See Moose Lodge No. 107 v. Irvis, (1972), 407 U.S. 163, 31 L. Ed 2d 627, 92 S. Ct. 1965; Stump v. Sparkman, 435 U.S. 349, 356-57 (1978); Dennis v. Sparks, 449 U.S. 24, 29, (1980).

BREACH OF FEDERAL PUBLIC USE CONTRACT CLAIMS
RATIFIED BY UE/AM/MO AND
FEDERAL ENERGY REGULATORY COMMISSION AGENTS

To the district court, it was clear that 42 U.S.C sect 2000d creates a private right of action against recipients of federal funding who do not comply with the underlying principle of equality.”Young 544 F. Supp. At 1013. In support of its holding in Young, the district court cited with approval to this Circuit’s holding in Gautreaux v. Rommey, 448 F. 2d 731 (7th Cir. 1971); See also Butz v. Economou, 438 U.S. 478, 504 (1978).

The September 08, 2014 Respondent’s reconnect position to the effect that City of Kirksville, Mo. has no jurisdiction over safety factors in context to reconnecting electrical heating power to LOT Location #23, 23067 Potter Trail, Kirksville, Mo. * * * does not end a valid inquiry [valid dispute]\

CP Small's present claims that reconnection of service at Lot # 23, is no longer a safety concern of the Utility Respondent is rejected as a Breach of Contract and tariff duty.

The September 08, 2014 adverse Utility decision, does not relieve Respondent from Breach of Contract claims based on anticipatory Breach of Safety rules, tariff agreements, laws, applicable in No: EC-2015-0058 and continuing unresolved. See applicable sections of Missouri Uniform Commercial Code laws, statute of frauds, requiring Utility's alleged debt on September 08, 2014 to be in written form of account bill records, in a timely manner. At no time since the Commission closed dispute claim file No. EC-2012-0050 did the Utility Company inform the Mo. Public Service Commission officials of any existing debt to be collected from nonresident Small. Cause No EC-2012-0050 is over two years old, and no valid bill due exist to be considered.

Thus the Utilities Fraudulent intent continues.

It is fundamental that the courts, shall give effect to the specific over the general, and reconcile, harmonize and construe statutes, if possible with a view to effectuate legislative purpose. See State ex rel R. Newton McDowell, Inc., v. Smith 334 Mo.633, 67 S.W. 2d 50.

The Commission is justified in denying/overruling Staff's Motion to Reconsider the Commission order to redact, because the Conduct of Staff in violating the privacy Act laws against the disabled nonresident, constitutes state action which defeats the intent and purpose of the commissions very duties and responsibilities for fairness and impartiality. No. EC-2015-0058.

CP Small does not read Federal Contract compliance standards to permit Union Electric Company, d/b/a Ameren Missouri to perform federal contract compliance standard, when Ameren Missouri finds the service circumstances convenient.

Under applicable Mo. State and federal pleading standards, CP Small must plead claims, * * * not evidence.

When Staff member Mr. A. Antal provides the appropriate formal complaint form, Small will engage, commission, assimilate relevant facts supporting the existence of a contract dispute, subject to the jurisdiction of the public Service Commission and will do so in reliance upon prior favorable decision entered by Commission ALJ officials. ALJ Bushmann Dismissal order without prejudice. No. EC- 2012-0050.

Filing a timely formal complaint in No. EC-2015-0058 is made more difficult where Counsel's Answer and Motion to dismiss content elects to keep confidential Kirksville, Mo. Utilities employees[identification] a secret.

Rule 55.27 civil procedures appear to include defenses for breach of Contract based on Gross Negligent conduct etc.

Breach of Contract claims at the Pleading stage of civil procedure would appear to permit CP Small a full and fair opportunity to receive a formal complaint form from Commission Staff officials, under 4 CSR, 240-2.070(1),(2) prior to dismissing the nonresident's claims, with prejudice, as per Staff's report and Recommendation.

If the Landlord Evertt and Beverly LaCost, Lakeroad Village Park, elects to terminate the lease, the tenant is released from covenants contained in the lease, including the covenant to pay rent. See Miller v. Gammon & Sons, Inc., , 67 S.W. 3d 613.

Evidence that tenants made all of their rent payments was admissible, in Landlord's action for past due rent, even though tenants failed to assert affirmative defense of payment in a written responsive pleading; tenants introduced evidence of payment of rent and to negate the breach elements of Landlord's cause of

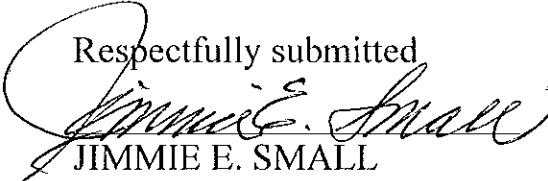
action. V.A.M.S. sect 517. 031(2); V.A.M.S. 55.08 Smith v. Thomas, 210 S.W. 3d 241 rehearing, transfer denied and transfer denied.

For Staff reports and recommendations to suggest that Small used electric service at LOT # 23, resulting in a Final Due Account Bill of some \$ 846.15 is not supported by the investigative reports of Landlord LaCost; The Commission on Human Rights; The investigation reports of the Missouri Conservation agent Mr. Shannon Smith and continuing unresolved under State Action jurisdiction. 42 U.S.C.A. sect 2000d-3 Title VI federal funding projects situated near Bagnall Dam projects, Osage Beach Missouri.

Union Electric Co d/b/a Ameren Missouri would not appear prejudiced by Staff's assistance in obtaining by proper completion of a MPSC formal complaint document, at the request of the nonresident disabled, aged, male party.

Mr. Alexander Antal on October 28, 2014 graciously agreed to provide CP Small a formal complaint procedure in timely aid of stating valid claims under the jurisdiction of the Missouri Public Service Commission, as previously provided by Carol Gay Fred in Cause No. EC-2011-0247; No: EC-2012-0050.

WHEREFORE, having filed opposition to Staff's Motion to reconsider Commission's Order to redact privacy protected information, the undersigned prays the Commission order overruling Staff's Motion. CP request further relief including summary disposition, favorable to the undersigned the Hon. Commission deem appropriate in the above given premises.

Respectfully submitted

JIMMIE E. SMALL
606 West Hwy # 2,
Milton, Iowa, 52570

The undersigned hereby certifies that a true copy of the foregoing suggestions in opposition to Staff's Motion to reconsider, was served on all parties to this proceeding, served regular mail to the Data Center, Dustin Allison public counsel, and to Mathew R. Tome for the Utility Company, all done this Wednesday, October 29, 2014.

BEFORE THE PUBLIC SERVICE COMMISSION
FOR THE STATE OF MISSOURI

**SMALL V. UNION ELECTRIC CO. d/b/a Ameren Missouri,
Case No. EC-2015-0058**

STATE OF MISSOURI)
) ss
COUNTY OF ADAIR)

Jimmie E. Small, of lawful age, on his oath states; That he is the complainant in the above captioned proceeding; Affiant personally prepared his opposition to Staff's Motion to reconsider; Affiant has personal knowledge and belief as to the facts and applicable law presented for Commission disposal, and Affiant states that such matters herein stated are true to the best of his research skill, knowledge, and belief.

Subscribed and sworn to before me this 29th day of October 2014.

Meghan Pippenger
Notary Public

My commission expires 8-13-2017



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Small

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Vilton, Iowa

52570



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