

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

FILED³

OCT 12 2006

Missouri Public
Service Commission

Name: Cheryl L. Fabulae
Complainant

vs.

Case No.

Company Name: KCP&L
Respondent

COMPLAINT

Complainant resides at 5241 N. Bristol
KC, Mo 64119
(address of complainant)

1. Respondent, KCP&L
of Kansas City, Mo.
(company name)
(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:

KCP&L ~~severely~~ failed to bill Charges of approx \$1,800.00 from a separate meter following a fire at my residence 5 years ago. I was presented with a bill approx 1 1/2 yrs later of over \$2,000 which I could not pay. Numerous attempts were made to make payments on the past due especially given it was at no fault of mine without success. I was denied opportunities to speak with supervisors and demands for explanation of charges. Belief I had no recourse I paid large sums of money every 1-3 months due to Disconnects. At present I have paid \$1,925.00 since July 27 2006 & am told I still owe \$3,185.00 I live in a single family home with an average bill of \$225.00 month. Now is it possible to acquire a \$5,000.00 bill?

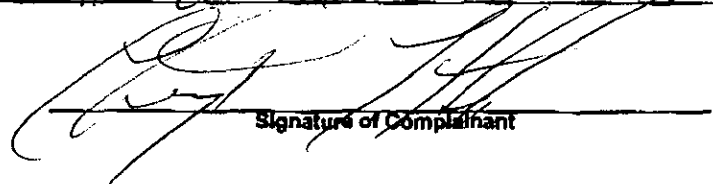
3. The Complainant has taken the following steps to present this complaint to the Respondent:

I have spoken to representatives of KCP&L on countless occasions in attempt to resolve this situation. According to KCP&L Mr. Rogers I spoke to him and this was as high as it got regarding supervisors. KCP&L added numerous charges to my account, resulting from my inability to make payments they had arranged although the amounts were so high it was impossible for me to keep these arrangements and KCP&L failed to follow through on numerous occasions as well without consequence. I filed an informal complaint with the Commission on July 24, 2006 & received a letter of KCP&L's response on Aug 12th. I then sent my response on Aug 22nd which Commission stated failed to review so I resubmitted on Oct 3 & was denied Oct 5th. My power is now disconnected as of Oct 6, 2006.

WHEREFORE, Complainant now requests the following relief:

My power restored as per rules until complaint resolved
I would like a full explanation of all Charges how much and what they were for as by my calculations over \$2,000 is in charges other than actual electric usage. I also would request a resolution to this situation of payment of my monthly bill with \$100.00 per mo on rearrange (show actual charges) and lastly that KCP&L & the Commission be held accountable to follow the rules outlined to the

10/5/06
Date


Signature of Complainant

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

CUT-OFF NOTICE

☐ YOUR SERVICE HAS BEEN SCHEDULED FOR DISCONNECTION ON _____

☒ YOUR SERVICE HAS BEEN DISCONNECTED.
DATE 10/1/86 INITIALS SY

FOR THE FOLLOWING REASON(S):

- ☒ UNPAID BILL OR DEPOSIT
☐ CHECK RETURNED BY YOUR BANK
☐ CASH OR MONEY ORDER REQUIRED
☐ NO RESPONSE TO REQUEST FOR INFORMATION
☐ OTHER _____

ACCOUNT # 54 542 3005
CUT-OFF AMOUNT \$ 3.83 PLUS RECONNECT CHARGES 2.00

ADDITIONAL CHARGES _____

(PLUS ANY TAXES APPLICABLE TO SERVICE CHARGES)

NAME FABULON C Henry

ADDRESS 3241 N. BAYVIEW AVE
KCMO

KANSAS CITY POWER & LIGHT
P.O. BOX 418679
KANSAS CITY, MO 64141-9679



Kansas City
Power & Light

SEE BACK SIDE FOR RECONNECTION PROCEDURES



INFORMATION ON RECONNECTING YOUR ELECTRIC SERVICE

Once all past due amounts, reconnection charges and taxes have been paid to any pay station before 6 p.m., a reasonable effort will be made to restore your service that same day. In any event, restoration will be made no later than the next working day. We reconnect service only during regular working hours. For a list of pay station locations near you, dial (816) 338-3000, ext. 7000. Be prepared to enter your five-digit ZIP code.

ARRANGEMENTS AND DISPUTED BILLS

Information regarding billing, credit arrangements or complaint procedures is available around the clock. Call KCPL's Customer Communication Center at (816) 471-KCPL.

If your service has been disconnected, you'll need to call our Customer Communication Center at (816) 471-KCPL to arrange for service restoration. Call only after you've made a payment in the amount shown on the front of this card. Save your receipt and be prepared to give us the receipt number.

If you feel any portion of your billing is incorrect or if, after contacting us your question is not resolved, you have the right to file a formal or informal complaint with the utility regulatory commission in your state. In Missouri, call 1-800-392-4211. In Kansas, call 1-800-662-0027.

☐ Information on KCPL's Cold Weather Program has been included with this notice. Throughout the winter season, beginning in November and ending in March, you could be eligible for a deferred payment plan or special reconnection arrangements. Please read this information carefully, or call 471-KCPL for complete details.

***Rate Information is Always Available
Upon Request.***



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 and
Regulatory Policy

ROBERT SCHALLENBERG
Director, Utility Services

WARREN WOOD
Director, Utility Operations

COLLEEN M. DALE
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON
General Counsel

August 1, 2006

Mrs. Cheryl Fabulae
5241 N Bristol Avenue
Kansas City, MO 64119

A handwritten signature in black ink, which appears to read "Chuck Rogers", is written over the address of Mrs. Cheryl Fabulae.

Dear Ms. Fabulae:

This letter is in response to the informal complaint you filed with the Missouri Public Service Commission (Commission) regarding your account with Kansas City Power & Light Company (KCPL). I contacted KCPL regarding your concerns and received the following information.

Following is a summary of the information obtained from KCPL. According to KCPL's records, there was a fire at this location on May 2, 2001. At that time KCPL removed the meter and closed the account. On May 9, 2001, new service was established at 4035 N Bennington Avenue, Apt. 304 (account number 6143590843). On November 15, 2001, KCPL reinstated service at 5241 Bristol Avenue, with account number 1666827161. Service at 4035 N Bennington Ave. was closed on November 16, 2001, with an account balance of \$241.75.

On March 7, 2002, payment of \$423.77 posted to the 5241 N Bristol Ave. account. This was the first payment recorded on the account since the service began on November 15, 2001. On March 18, 2002, the payment of \$423.77 was returned due to insufficient funds. On April 1, 2002, the unpaid balance of \$241.75 was transferred from the Bennington Avenue (account # 6143590843) account to the current account at Bristol Avenue (account # 1666827161). On April 1, 2002, a cash payment of \$150.00 was called in on account number 1666827161. On 5/31/2002, a cash payment of \$189.00 was also called in.

On June 27, 2002, the \$150.00 grant from Salvation Army was applied to the incorrect account. Therefore, KCPL transferred the \$150.00 payment to the correct residential

account, which was account number 1666827161. The \$150.00 grant plus your \$150.00 payment was sufficient to set the account up on a Cold Weather Rule Average Pay Plan at \$187.00 per month. At this point, the account was behind one payment on the Cold Weather Average Pay plan. Notes on the account indicate that the representative advised that you should pay the past due amount of \$187.00 and call back with the receipt number by June 28, 2002 to avoid being removed from the budget plan. On June 28, 2002, a cash payment of \$185.00 was called in. On July 29, 2002, a cash payment of \$187.00 was also called in. On August 29, 2002 the account defaulted and was removed from the Cold Weather Average pay plan. On November 4, 2002, the service was disconnected for nonpayment of \$1,478.07, with a meter reading of 40393.

On November 5, 2002, a payment of \$284.00 was called in on the account. The account was then set up on Cold Weather Average Pay Plan at \$273.00 per month and the service was reconnected. Prior to receipt of this payment, KCPL's records indicate no payment had been received on the account since July 28, 2002.

The November 14, 2002 billing included charges of \$273.00 for the Cold Weather Average Pay Plan, plus a \$25 reconnect charge; however, KCPL has no record of receipt of payment for this billing. The December 17, 2002 billing included the Cold Weather Average Pay amount of \$273.00, plus the charges from the November 14, 2002 billing. KCPL has no record of payment for this billing either. On December 31, 2002, the account defaulted and was removed from the Cold Weather Average pay plan.

On February 14, 2003, a payment of \$400.00 posted to the account. Prior to this payment, there was no record of a payment since the November 5, 2002 payment of \$284.00. On February 28, 2003, KCPL received a call indicating payment of \$200.00 would be made that day and an additional payment of \$247.00 would be made on March 3, 2003. No payments were received on February 28, 2003 or March 3, 2003; therefore, the service was disconnected on March 13, 2003, for nonpayment of \$1464.56 with a meter reading of 63299.

On March 13, 2003, payments of \$118.00 and \$600.00 posted to the account. The account was set up on a Cold Weather Average pay of \$257.00 per month and the service was subsequently reconnected. On March 31, 2003, the payment of \$600.00 was returned for insufficient funds. Then, on June 4, 2003, KCPL was advised that you had filed bankruptcy. On July 7, 2003, the service was disconnected for non-payment of \$2,102.63, with a meter reading of 74225.

On July 7, 2003, KCPL's records indicate that you contacted KCPL regarding the bankruptcy and were advised to contact KCPL's Collections Department. The representative advised that no information had been received regarding the bankruptcy, and that Customer Service does not handle inquiries relating to bankruptcies.

Mrs. Cheryl Fabulae
August 2, 2006
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On July 8, 2003, KCPL's Collections Department received faxed bankruptcy paperwork from your attorney regarding the bankruptcy filed on March 14, 2003. KCPL had no record or receiving notice from the courts regarding the bankruptcy filing; however, an order to reconnect the service was issued and account#1666827161 was backdated and closed with an effective date of March 14, 2003.

A new account number of 4540511943 was subsequently established and backdated with a start date of March 14, 2003 for service at 5241 N. Bristol Ave. On September 16, 2003, a disconnect notice was mailed for the past due amount of \$998.05 for charges that had billed on the prior account after March 14, 2003 and that were delinquent. A disconnect notice was also mailed for the deposit arrears of \$200.00. On September 24, 2003, a final disconnect notice was mailed for the past due amount of \$998.05. A final disconnect notice was also mailed for the deposit arrears of \$200.00.

On October 16, 2003, a disconnect notice was mailed for the past due amount of \$1,252.03. A disconnect notice was also mailed for the deposit arrears of \$200.00. On October 24, 2003, a final disconnect notice was mailed for the past due amount of \$1,252.03. A final disconnect notice was also mailed for the deposit arrears of \$200.00. On November 13, 2003, two payments of \$600.00 posted to the account. On November 17, 2003, a disconnect notice was mailed for the past due amount of \$168.75. A disconnect notice was also mailed for the deposit arrears of \$200.00. On November 21, 2003, the two payments of \$600.00 were returned due to insufficient funds. On December 18, 2003, a disconnect notice was mailed for the past due amount of \$1,528.72. A disconnect notice was also mailed for the deposit arrears of \$200.00.

On December 26, 2003, a final disconnect notice was mailed for the past due amount of \$1528.72. A final disconnect notice was also mailed for the deposit arrears of \$200.00. On January 5, 2004, a final disconnect notice for the two returned checks was mailed. On January 12, 2004, the service was disconnected for non-payment of \$1528.72. On January 13, 2004, KCPL received a call stating that you were separated from your husband. The representative offered a Cold Weather Average Pay Plan for an initial payment of \$370.00, which included the \$25 reconnect fee (\$345 initial payment + \$25 reconnect fee). The KCPL representative also advised that the monthly Cold Weather Average Pay payments would be \$315.00.

On January 13, 2004, KCPL received notification of a check payment of \$370.00. As a courtesy, the representative accepted the check payment, even though it should have been a cash payment, and set the account up on Cold Weather Average Pay Plan. On March 27, 2004, it was noted that on February 19, 2004, the bankruptcy case number 03-41555-DRD was dismissed. The balance of \$1854.94 from account #1666827161 was then transferred to the current account 4540511943.

On March 30, 2004, the monthly Cold Weather Average Pay bill was increased to \$472.00 due to the transferred balance from the prior account. The representative attempted to contact you, but was unable to reach you.

On April 13, 2004, it was noted that you filed Chapter 13 Bankruptcy on March 30, 2004 in the West District of Missouri, case number of 04-41868-DRD. Additionally, it stated that the account should not be disconnected in April/May due to the bankruptcy filing. On April 13, 2004, account number 4540511943 was backdated to March 30, 2004, and closed with an ending balance of \$3718.99.

On April 13, 2004, new account number 3470068983 was assigned and backdated to March 30, 2004. On June 17, 2004, a disconnect notice was mailed for the past due amount of \$167.72. On June 24, 2004, a final disconnect notice was mailed for the past due amount of \$167.72. On July 19, 2004, a disconnect notice was mailed for the past due amount of \$388.02. On July 26, 2004, a final disconnect notice was mailed for the past due amount of \$388.02. On August 17, 2004, a disconnect notice was mailed for the past due amount of \$567.65. On August 24, 2004, a final disconnect notice was mailed for the past due amount of \$567.65. On September 10, 2004, the service was disconnected for nonpayment of \$567.65.

On September 10, 2004, a payment of \$592.65 was called in at 2:03pm through KCPL's automated phone system. When you called later that day, the representative advised that the service would be reconnected within 24 hours of the time that the payment was called in. On September 10, 2004, it was noted that the bankruptcy case number 04-41868-DRD was dismissed on June 25, 2004. The balance of \$3,718.99 from account number 4540511943 was then transferred to the current account number of 3470068983 due to the dismissal of the bankruptcy filing. On September 16, 2004, a disconnect notice was mailed for the past due amount of \$162.29. On September 23, 2004, a final disconnect notice was mailed for the past due amount of \$162.29. On October 18, 2004, a disconnect notice was mailed for the past due amount of \$4,118.78 for the transferred charges from account number 4540511943 and delinquent charges on account number 3470068983. On October 25, 2004, a final disconnect notice was mailed for the past due amount of \$4118.78.

On October 30, 2004 the collections department attempted to contact you regarding the past due balance, but no one answered the phone. On November 08, 2004, the service was disconnected for nonpayment of \$4,118.78.

KCPL's records indicate that you called KCPL on November 8, 2004, and stated that you had filed bankruptcy but it had been dismissed. At that time you also stated that you had refiled the bankruptcy case and that your attorney had faxed the paperwork. The notes on the account indicate that the representative advised that you must contact the Collections Department to discuss bankruptcy procedures.

In addition, I understand that you contacted KCPL again on November 8, 2004, and stated that a letter was faxed 3 months ago stating that the bankruptcy was refiled. The KCPL representative advised that the referenced letter was not received. The representative then requested that you refax the bankruptcy information. You also

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August 2, 2006
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19, 2005, a disconnect notice was mailed for the past due amount of \$974.00. On January 26, 2005, a final disconnect notice was mailed for the past due amount of \$974.00. On February 1, 2005, the account defaulted and was removed from the Cold Weather Average Pay plan with arrears of \$974.00.

On February 10, 2005, KCPL was advied that payment of \$974.00 would be made on February 11, 2005. The representative advised that service was scheduled for disconnection and no pay arrangements would be granted. The representative also advised that the account would be noted with the payment information. On February 17, 2005, a disconnect notice was mailed for the past due amount of \$953.58. On February 15, 2005, a payment of \$500.00 posted to the account. On February 24, 2005, a final disconnect notice was mailed for the past due amount of \$953.58. On March 11, 2005, the account was disconnected for non payment of the arrears charges totaling \$953.58.

On March 11, 2005, KCPL advised that \$953.38 was necessary for reconnection. The KCPL representative also advised that the \$25.00 reconnect fee would be billed on the next bill. The representative advised that since the Cold Weather Average Pay Plan was considered to be in default, the balance of \$2,913.84 was considered delinquent on March 10, 2005. The representative also explained that a disconnect notice should be forthcoming via the postal service.

On March 11, 2005, Michael Fabulae called inquiring about the required payment amount for reconnection. The representative advised that 80% of the balance, \$3,094.00, was necessary for reconnection. Mr Fabulae indicated that you were quoted \$953.38 for reconnection. The representative reviewed the previous notes and advised Mr. Fabulae that service would be reconnected for payment of \$953.38. Mr. Fabulae stated that he would make the payment on March 15, 2005.

On March 14, 2005, KCPL received notification of a cash payment of \$500.00. The KCPL representative advised an additional \$453.58 was necessary for reconnection. On March 14, 2005, a cash payment of \$454.00 was called in at 11:58am for reconnection of the service and was also set up on Cold Weather Average Pay plan at \$415 per month.

On March 14, 2005, the payment of \$500.00 posted to the account. On March 15, 2005, the additional payment of \$454.00 also posted to the account. On March 18, 2005, a bill was mailed for the Cold Weather Average Pay Plan for \$415.00 + \$25.00 reconnect fee. On April 05, 2005, the account defaulted and was removed from the Cold Weather Average Pay Plan. On April 18, 2005, a payment of \$450.00 posted to the account. On May 18, 2005, a disconnect notice was mailed for the past due amount of \$2,821.62. On May 25, 2005, a final disconnect notice was mailed for the past due amount of \$2,821.62. On June 17, 2005, a disconnect notice was mailed for the past due amount of \$2,950.19. On June 24, 2005, a final disconnect notice was mailed for

the past due amount of \$2,950.19. On July 7, 2005 the service at 5241 N. Bristol was disconnected for nonpayment of \$2,950.19 with a meter reading of 66567.

On July 8, 2005, KCPL's representative advised there were no arrangement options available at that time. Therefore, the representative provided contact information for various energy assistance agencies. On July 18, 2005, KCPL found the service was reconnected in an unauthorized manner and the seal was missing from the meter. KCPL disconnected the service again and obtained a meter reading of 67346. On July 26, 2005, KCPL again found the service was reconnected in an unauthorized manner, so KCPL obtained a meter reading of 68553 and disconnected service at the pole. The notes also indicate the meter can and LD were damaged; therefore, repairs were made and the charges were assessed to your account.

On August 1, 2005, KCPL received a fax indicating that you filed a Chapter 13 Bankruptcy in West District of Missouri Case number 05-45239; therefore, KCPL noted service should not be disconnected in August 2005 and issued an order to reconnect the service at the utility pole. The account number 3470068983 with balance of \$3,923.76 was backdated and closed as of July 29, 2005.

On August 1, 2005, new account number 545523885 was established and backdated with an effective date of July 29, 2005. On August 1, 2005, the account was referred to KCPL's Fraud Department. On August 2, 2005, KCPL left a voice mail message advising of the amount necessary for service to remain on. KCPL was able to contact Mr. Fabulae and he was advised to pay \$614.00 in cash and to fax in the receipt number. On August 15, 2005, a cash payment of \$614 was called in; therefore, an order to reconnect the service at the utility pole was issued.

On October 3, 2005, the bankruptcy case number 05-45239 was dismissed; therefore, the prior bill of \$3,923.76 was transferred to the current account. On January 25, 2006, KCPL offered a Cold Weather Average Pay Plan for an initial payment of \$753.00 and monthly payments of \$521.00.

On February 7, 2006, a KCPL Field representative left a 24hr notice of disconnect at the address of 5241 N Bristol Ave. On February 10, 2006, an order for disconnection at 5241 N. Bristol Ave was issued for "as soon as weather permits." On February 15, 2006, the service at 5241 N Bristol was disconnected for non payment.

On February 15, 2006, the KCPL representative offered a Cold Weather Average pay plan with an initial cash payment of \$780.00. The representative provided contact information for the various energy assistance agencies in the area. At that time there had only been one payment on the account since it was reopened in August 2005.

On February 15, 2006, a cash payment of \$782.00 was called in; therefore, KCPL issued an order to reconnect the service. On February 16, 2006, the payment of \$782.00 posted to the account. On February 17, 2006, the service was reconnected.

Mrs. Cheryl Fabulae
August 2, 2006
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indicated that you and your husband were no longer residing at 5241 N Bristol and that your son and daughter-in-law purchased the house.

On November 8, 2004, the Collections Department received a phone message regarding a new bankruptcy filing. The collections clerk contacted Susan Bratcher's office regarding the status of the bankruptcy filings for you and your husband; however, she was advised there were no new bankruptcy filings. No actions were taken by KCPL to reconnect the service since there were no records of any new or current bankruptcy filings.

On November 8, 2004, KCPL advised that the service would not be reconnected unless new bankruptcy paperwork was received. At that time I understand that you stated that your son and daughter-in-law were residing at 5241 N. Bristol.

On November 8, 2004, Brenda Hice called requesting new service at 5241 N. Bristol Ave. Ms. Hice indicated that she was your daughter-in-law. Unfortunately, service was denied due to the outstanding balance of \$4,229.80.

On November 9, 2004, the account was referred to KCPL's Fraud department. When you contacted KCPL on November 9, 2004, you were advised to fax documentation indicating who owned the property at 5241 N Bristol Ave, picture ID of son Jeff Fabulae and daughter-in-law Brenda Hice and proof of previous address showing where they had been living for the last six months. KCPL was then advised payment of \$690.00 was made to set the account up on the Cold Weather Average Pay Plan.

On November 10, 2004, Mr. Fabulae called KCPL and advised that your son is Jeff Fabulae and your daughter in law is Brenda Hice. On November 10, 2004, Revenue Protection contacted Brenda Hice and advised that service could possibly be reconnected in their name once the requested documentation was received. KCPL then received information indicating that both Jeff and Brenda have also been living at the Bristol address for the past two years. KCPL's Revenue Protection Department advised Brenda that the bill for the Bristol address was their responsibility as well since they have been residing there and receiving substantial benefit of the service.

On November 12, 2004, Michael Fabulae called inquiring about pay arrangements that would allow for the service to be reconnected. Mr. Fabulae was advised that the reconnect had been issued and that account was set up on Cold Weather Average Pay Plan of \$474.00 per month. Mr Fabulae stated that he had stopped payment on the check that was called in on November 9, 2004. Mrs. Fabulae had called in the payment reflecting a cash payment receipt number; therefore, the reconnection was cancelled and Mr. Fabulae was advised that a cash payment was necessary for reconnect of the service. On November 12, 2004, Michael Fabulae called in a cash payment of \$690.00 for reconnection. KCPL's Meter services was contacted to reconnect service. Payment posted to the account on November 15, 2004. On November 22, 2004, the \$690.00 payment made on November 9, 2004, was returned due to stop payment. On January

157-517-745
7543
8875
Mrs. Cheryl Fabulae
August 2, 2006
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Nelson
Erickson

On July 1, 2006, the service was disconnected for nonpayment of \$1038.27 with a meter reading of 11335. On July 14, 2006, the service was found reconnected in an unauthorized manner; therefore, KCPL disconnected the service again and obtained a meter reading of 12899.

On July 14, 2006, the KCPL representative advised that payment of \$1213.27 in cash was necessary for reconnection of the service. On July 17, 2006, KCPL again found service reconnected in an unauthorized manner; therefore, service was disconnected again. To prevent additional unauthorized reconnections, KCPL also issued an order to disconnect the service at the utility pole.

On July 21, 2006, the KCPL representative advised that payment of \$1363.27 in cash was necessary for reconnection (1038.27 bill + 25 reconnect fee + 150 reconnect self + 150 reconnect self). On July 21, 2006, Michael Fabulae called in cash payment of \$1370 at 2:27pm and an order for reconnection was issued at 2:27pm.

If you wish to dispute this information, please send your written response to my attention at PO Box 360, Jefferson City, MO 65102.

Sincerely,

Michelle Bocklage

Michelle Bocklage
Consumer Services Specialist

Last & only correspondence received

2/1/06 - when it
was found that
it was a formal
complaint?



North Kansas City Campus

General Studies	Nursing	Criminal Justice
Business Administration	Computer Systems Support	Medical Assisting
Radiography	Information Systems Technology	Surgical Technology
Health Care Information Technology	Cybercrime Investigation	Health Care Administration Management

FACSIMILE TRANSMITTAL SHEET

TO: <i>Michelle Blocklage</i>	FROM: <i>Cheryl Fabulae</i>
COMPANY:	DATE: <i>10/03/06</i>
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: <i>53</i>
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

*Please confirm receipt
at numbers provided!
Thank You
Cheryl*

MISSOURI PUBLIC SERVICE COMMISSION

P.O. BOX 360

JEFFERSON CITY, MO 65102

800-392-4211 TELEPHONE

573-526-1500 FAX NUMBER

MICHELLE.BOCKLAGE@PSC.MO.GOV

FACSIMILE TRANSMITTAL SHEET

TO:

Cheryl Fabulae

FROM:

Michelle Bocklage

COMPANY:

DATE:

10/4/06 8:39 AM

FAX NUMBER:

816-472-0688

TOTAL NO. OF PAGES INCLUDING COVER:

1

PHONE NUMBER:

816-472-7400

SENDER'S REFERENCE NUMBER:

RE:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☒ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Good morning, Ms. Fabulae. I am writing to outline what transpired yesterday with regard to submission of the requested documentation.

I received an email from KCPL at 3:39 p.m. on 10/2/06 that indicated you would fax the requested documentation in the morning on 10/3/06. When I didn't receive the documentation, I called and you indicated you would fax the documents at 2:00. Then, I received a voice mail stating that you would fax the documentation at approximately 3:30 p.m.. At the time of closing yesterday (5:00 p.m.), the information had not been received. Upon returning to work this morning, I found the documentation on the fax machine with a date stamp that reflected the documentation was faxed on 10/03/2006 at 18:18.

I will review the documentation, contact KCPL and follow up with you again regarding the outcome.

MISSOURI PUBLIC SERVICE COMMISSION
P.O. BOX 360
JEFFERSON CITY, MO 65102
800-392-4211 TELEPHONE
573-526-1500 FAX NUMBER

FACSIMILE TRANSMITTAL SHEET

TO: Ms. Cheryl Fabulae

FROM: Gay Fred 

COMPANY:

DATE: 10/5/06 2:14 PM

FAX NUMBER:
816-472-0688

TOTAL NO. OF PAGES INCLUDING COVER:
23

PHONE NUMBER:
660-695-3291

SENDER'S REFERENCE NUMBER:

RE: Informal Complaint RE: Aquila

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

DOCUMENTS CONTAINED IN THIS FAX ARE CONFIDENTIAL.

A copy of this is also being mailed to you. We attempted to contact you at home (no answer) and work (left voice mail message requesting a return call).

**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 and
Regulatory Policy**ROBERT SCHALLENBERG**
Director, Utility Services**WARREN WOOD**
Director, Utility Operations**COLLEEN M. DALE**
Secretary/Chief Regulatory Law Judge**KEVIN A. THOMPSON**
General Counsel

October 5, 2006

Ms. Cheryl Fabulae
5241 N. Bristol
Kansas City, MO 64119

Dear Ms. Fabulae:

This letter is in response to the informal complaint you filed with the Missouri Public Service Commission (Commission) regarding your account with Kansas City Power & Light Company (KCPL). As a courtesy, a complete review of the information you submitted to the Commission on October 3, 2006, at 6:18 p.m., was performed and below are the findings of that review.

The initial informal complaint was received on July 21, 2006. When Michelle Bocklage contacted you via telephone on July 24, 2006, she advised you of the information received from KCPL and requested that you review your records to further dispute the account information from KCPL and also advised you of your option to file a formal complaint if the informal complaint was not resolved to your satisfaction. In addition, Ms. Bocklage also mailed a letter (dated August 1, 2006), which outlined the information she received from KCPL, the issues discussed by phone and a statement that if you disputed the information to send your written response.

Neither the Commission nor Ms. Bocklage received any additional correspondence or had any additional communications with you to further dispute the information, prior to October 3, 2006. Since, Ms. Bocklage was unaware of your desire to continue with the informal complaint or to file a formal complaint, this matter was considered closed.

Upon review of the information submitted by both yourself and all requested information from KCPL regarding your previous and current accounts, it does not appear that KCPL has billed your account incorrectly. In addition, I was unable to confirm some of the billing information you provided since some of the dollar amounts did not match the statements of account or the bill copies provided.

Ms. Cheryl Fabulae
October 5, 2006
Page 2 of 2

Also, please be advised that tampering with the utility's equipment is considered a prosecutable offense. Therefore, the utility has every legal right to pursue this issue. I have included the appropriate statute related to this issue for your reference.

With regard to the disconnection and subsequent reconnection of your service on October 3, 2006, KCPL stated it is their intention to disconnect the service again on October 6, 2006, since the Commission has not found KCPL to be in violation of Commission rules and regulations upon review of the informal complaint. Therefore, if the amount necessary to prevent disconnection is not made on your account on October 5, 2006, the service will be scheduled for disconnection for October 6, 2006.

In your recent correspondence, you indicated that you would like to file a formal complaint with the Commission. 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. 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,



Gay Fred
Manager, Consumer Services

Enclosure: Missouri Revised Statute (569.090)

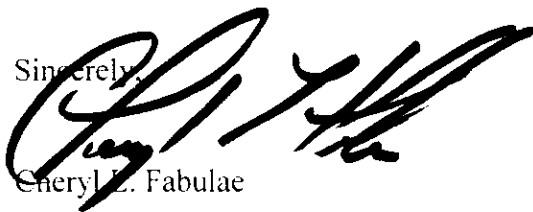
Oct. 3, 2006
Cheryl Fabulae
5241 N Bristol
Kc., Mo. 64119
H-(816)453-0726
W-(816)303-7791

Michelle Bocklage,

I am resubmitting the information which I mailed to your office on Aug. 22, 2006 re: the informal complaint I filed with you regarding KCP&L. In addition I would like to also state the following: The last information I received from your office was received at my home on Aug. 12, 2006 at which time I reviewed the records and compiled my information in order to respond to the information sent by KCP&L which is exactly what you instructed me to do according to the last paragraph of your correspondence. Due to being diagnosed this last year with Non Hodgkin's Lymphoma I have been undergoing Chemotherapy treatments and assumed that the investigation was still ongoing. I had talked with you after receiving a disconnect notice after filing my complaint at which time you stated that this was computer generated and could be disregarded as KCP&L could not Disconnect until my complaint was resolved which was not the case as today Oct. 2nd, 2006 at aprox. 1:45PM Representatives of KCP&L (#s 7543 & 6975) arrived at my residence and although they were shown my correspondence from you and I literally had you on the phone in front of them on hold and were told if they disconnect my service my call with you would end as I have my phone service through digital cable and without power I have no service they proceeded to disconnect my service under the direction of "Allison Erickson" who was made fully aware of the circumstance surrounding your office and my complaint According to Rules of Dept. of Economic Development Division 240 Chapter 13 if my complaint was not resolved to both parties satisfaction at your level "a letter shall advise the complainant that, if s/he desires, s/he may File a "Formal" complaint in accordance with 4 CSR 240-2.070, and in accordance with CSR 240-13.50 the letter shall advise the complainant that if a formal complaint is not filed within 30 days of the date of the letter, the complainant may become subject to disconnect of service. No such letter was ever sent for my review and once again my rights as a consumer were disregarded just as it was for the last 3 years when numerous attempts had been made to settle this amicably and at no time was I ever told of the existence of your agency in violation of 4 CSR 240-2.070 which clearly states "if a utility and a costumer fail to resolve a matter in dispute, the utility shall advise the customer of s/he right to file an informal complaint" it was only after numerous hours on the computer did I myself discover your existence, I was not even allowed to speak with a supervisor on most occasions and unaware of any possible recourse for which I can produce numerous witnesses as I began having a third party at my employment also on the line whenever I spoke to a KCP&L rep. I would then submit to their demands as our home is entirely electric and without power we have no heat, no bathing, and no way to

prepare food and we have our infant grandson living in our home. Given the Payment on July 21, 2006 of \$1,370.00 and our normal monthly bill is aprox. \$227.00 per month we paid not only our July monthly accrual but actually should have been credited 1,143.00 as that amount was part of the disputed amount for which your guidelines clearly state that service can not be disrupted for non payment of the disputed amount however as a good faith gesture we paid \$294.00 on Sept. 5, 2006 and today paid \$303.00 for the Oct. bill. I also would like to make you aware that even after paying the additional \$1,370 and \$234.00 when presented with a bill for \$2,485.00 KCPL is presenting today stating my account is still \$3,101.00 explain that! Given the way my complaint is being handled at this point I have little faith in reaching any resolution at your level and will clearly be filing a formal complaint should you not find in my favor. At no time have I ever told KCP&L we would not pay our bill in fact we made numerous attempts to work out a payment agreement with them for our monthly amt. and an additional \$100 per month as we were unaware of anything else we could do but they continued to demand large amts (\$700.00-\$900.00) every couple of weeks to maintain our service causing us to not only not be able to pay them the next month but unable to pay our mortgage which resulted in a foreclosure of our home which we have now repurchased for twice the amt and payments we had previously. I also intend to hire legal council and send a copy of all information to the Attorney General and any other governing bodies as deemed appropriate and possibly the media as consumers are led to believe they have NO option but to to be held captive by a utility that has complete monopoly and there is no other resource to utilize while attempting to exercise your right to dispute charges. Please contact me at the numbers given at the top of this letter to confirm receipt of this and the resubmitted information you state you failed to receive in Aug. 2006.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cheryl L. Fabulae', written over the printed name.

Cheryl L. Fabulae

Aug. 21, 2006
Cheryl Fabulae
5241 N Bristol
KC. Mo 64119
H-(816)453-0726
W-(816)303-7791

Michelle Bocklage,

Please accept the following as my response to the information you received from KCP&L dated Aug. 2nd, 2006:

KCP&L stated the account at my address 5241 N Bristol was reopened Nov. 15th following our fire yet no payment was received until March 7, 2002 as we did not actually return to this address until Feb. of 2002 as we lived in a Motel until then there is also no mention of the 2nd meter which was placed on the pole during the construction period which coincided with our residence at Bennington Ridge that went up May 25th 2001 until Feb. 2002. this meter was not removed until almost 8months after we returned to the 5241 N Bristol address at which time we became aware of this and called KCP&L to remove it and we were never billed for that meter until 2003 then accord to their own records as of Dec. 2001 our balance was \$241.75 and yet by April 2002, our balance due was 1,082.86 after adding prior past due from another address the reason for the return check of \$423.77 was due to this was the only amt they would accept without disconnecting the service even though cold weather law was in effect and my total bill due was only \$590.63 this was prior to transfer of the \$241.00 to this account. I wrote the check in good faith however due to an issue at the bank from our previous address after the fire funds were taken from our account prior to KCP&L check clearing therefore we obtained assistance from Salvation Army for \$150.00 which they applied to the wrong account. I tried to explain all of this but got no consideration.

April of 2003 my account balance was \$1,845.00 although KCP&Ls own records (minus return payments and canceled payments) reflect I made \$1,513.00 in payments according to their records I was billed a total of \$1,047.00 which should have left \$1,100 balance.

KCP&Ls records given to me show a balance of \$1,845.00 as of April 1st 2003 the next record is not until July 17 2003 with an account balance of \$729.38 there was a Bankruptcy filed with an amount placed into that account which was later added.

In summary according to the records supplied to you by KCP&L from March, 2004 when all amounts had been added and all charges applied they showed a balance of \$3,662.00 and to date Aug. 2006 they state our balance remains at \$3,285.00. Which is completely impossible as after adding all amounts billed from the records THEY supplied from March 2004 to Aug. 2006 with an average monthly bill of \$203.78 per month for 29 months this totals \$5,909.62 and reflects actual documented payments received (minus all returns) we have paid a total of \$7,159.71 leaving an overage of \$1,250.09 which would have at least reduced the disputed amount (minus late and tampering charges) to \$1,264.56 yet they claim my current bill still totals \$3,284.00 which is impossible that the account has not decreased in 3 years given the huge amounts well over \$500 each time to reconnect service. We would have not made a single payment in over a year to still have this balance which even Customer service reps. Acknowledged was absolutely unheard of for a single family residence to acquire..

I also would like to make you aware that we made numerous attempts to resolve this matter with KCP&L and asked over and over to speak with supervisors and what other actions we could take over this issue we never once were informed that your commission was there to assist in matters such as these and they simply either turned off our service or threatened to and then required large amounts of money for reconnection which threw us into this vicious cycle of not being able to pay our other bills we had just lost everything we owned in a fire after being at that address since 1988 I lost my job we were underinsured and I had no idea there was any other recourse which I now know KCP&L actually violated the Rules of Economic Development Division 240 Chapter 13 4 CSR 240-2.070 which clearly states If a utility and a costumer fail to resolve a matter in dispute, the utility shall advise the costumer of his/her right to file an informal complaint with the commission" never was I EVER advised of this avenue.

Along with this written information I am sending copies of bills and paid receipts as you can clearly see how my account would increase even when payments were made sometimes in a matter of days they would demand an increased amount with no explanation for the charges. A total of 53 pages are being sent please contact me if further information is needed and what steps to take next.

Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl L. Fabulae", with a stylized flourish at the end.

Cheryl L. Fabulae

10/04/06
Cheryl Fabulae
5241 N Bristol
KC, MO 64119
H-(816)453-0726
W- (816)303-7791

Michelle Bocklage.

I received your fax confirmation today Oct. 4 at 8:39AM that you did receive the resubmitted information sent to you yesterday Oct. 3, @ 6:18PM. First I would like to clarify that I did not tell Mr. Chuck Rogers from KCP&L that I would be sending documentation "first thing in the morning" I stated I would fax the information first thing when I got to work yesterday. I indeed told you I would fax them at 2PM however I arrived at work and found that company business prevented me from honoring that time at which time I again called and stated 3:30PM which I apologize as I left on the voice mail the documentation was over 50 pages and I was not able to utilize our fax here at my employment until the given time of receipt which was previously indicated. I feel I must clarify everything exactly as it happens as history has proven things to be taken out of context.

I again am outraged and the urgency and pressure placed on me to resubmit information as although I take responsibility for not making a follow up call I am after all trying to survive cancer and somewhat preoccupied! I believe the responsibility was on you according to your own BYLAWS to send the letter of your decision. After this incident and was forced to revisit the information I previously sent I was once again in horror to see in actual written format the pain and unreeling torment that was laid upon me and my family by KCP&L and in no way am I being overly dramatic the stress placed upon us I would not wish on my greatest enemy I guess as a Registered Nurse for 23 years I failed to see what true evil people were capable of inflicting and all in the name of PROFIT!! I failed to respond to the allegations in the documentation submitted by KCP&L regarding "On Nov. 9, 2004 the account was referred to KCP&Ls Fraud Dept." Due to an attempt by me to get the account closed and open a new account under my son and daughter-in-law ,we were so desperate at that point that my husband and I were going to vacate the only home we knew for the past 15 years. We had already lost our home to foreclosure and it was public record the house was at that time owned by Chris & Maxine Bullard (people unknown to us) for which we were renting hoping to gain a loan to repurchase the house. There was NO FRAUD INVOLVED!! Yet KCP&L left our power off and as previously mentioned our heat source is also electric (we have no Gas , all electric) and at the time my Daughter in law was pregnant when they claimed they would reconnect but then asked for additional money after the initial payment was paid, how is that not FRAUD! Further more their failure to ever inform us of any form of dispute procedure certainly by definition of again their OWN BYLAWS constitutes Denial of Due Process!

KCP&L also had no problem disconnecting our service March 11, 2005 when my grandson was 6 weeks old and the temperature was 27 degrees and all we had was a

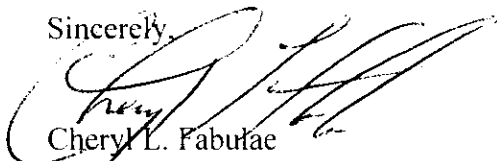
bottle warmer that gave out at 3 AM that night and we had to go to Quick Trip to heat his bottle we explained we have NOONE to assist us NO Family NOONE and representatives of KCP&L showed no remorse and flipidly said PAY YOUR BILL!! Please revisit the documentation YOU sent to me from KCP&L as it proves my case entirely for example that from Jan. 26,2005-June 17-2005 (5 Months time) KCP&L Received a total of \$1,903.38 on a supposed balance as of March 10,2005 of \$2,913.84 yet May 25,2005 they claimed we still owed them \$2,821.62! How is this Possible? Please Explain! Also How is it that on July 7, 2006 we were disconnected (although you were involved at this time) for a total bill of \$2,845.00 and then reconnected July 27, 2006 after a cash payment of \$1,370.00 and a following payment of \$234.00 on Sept. 5, 2006 we were presented and again disconnected 2 days ago for a supposed balance of \$3,642.35 (no other transfers or charges were acquired during this period) I do indeed have a college education however I believe 1st grade math tells you there is a problem with the math! $\$2,845.00 - \$1,604.00 = \$1,241.00$ does it not? We demanded explanation of charges on every account but was denied and service was disconnected as often as our almost biweekly payments were made ENOUGH!

I can go on and on and this most recent travesty has once again fired my very being and I only hope I do not fall ill and weak again and unable to remain diligent regarding this matter as now after what transpired on Oct. 3, 2006 it appears abundantly clear that I can be held accountable for inability to honor payment agreement by simply disconnecting my service at any time night or day regardless of the Commission's involvement therefore as what I already had known KCP&L answers to NOONE as this proves they receive NO Consequence for their behavior or their failure to even honor their own BYLAWS so Why do they even Exist? Be advised I will be distributing all correspondence with every channel I find open in hope to find ANY RECOURSE to this situation!

P.S.

The Financial and Legal departments here at the college reviewed my past Bills and KCP&Ls response and have advised me to continue to pursue this matter.

Sincerely,



Cheryl L. Fabulae

Oct. 5, 2006
3:30PM

Ms Fred.

I received a message from you to contact you at 1-800-392-4211 at 9:45AM today at my place of employment. I attempted to contact you and left a voice mail at 1:15PM today the first possible time I was able to break from my job duties. I again left a voice mail at the same number at 3:30PM today after receiving your fax timed 2:15PM today.

I have also spoke to KCP&L collections department at 816-242-6400 who I informed I would indeed be filing a formal complaint and according to the rules of Department of Economic Development Division 240 Chapter 13 4 CSR 240-13.050 clearly states I have 30 days to file the written Formal complaint and my utility CAN NOT be disconnected until the end of such 30 days. How dare you attempt to threaten me from filing any further complaint under the threat of prosecution! I will welcome a hearing and am not in the least deterred from continuing this process it has become evident that you actually are actually a representative for the Utility company not the consumer. In accordance with the Federal Trade Commission Section 1287 my right of confidentiality as a consumer has also been violated as I not only verbally but on a fax sent to Michelle Bocklage requested all information related to this situation be confirmed via phone only!

In addition: Oct. 5, 2006 4:15PM With 2 witnesses here at my employment I spoke to Viki Breklage? At KCP&L and informed her of my intent to file a formal complaint with the commission and made another attempt to resolve this matter amicably with no result as short of \$3,000 now KCP&L will not accept any other form of payment. I then contacted Gaye Fred at the Public Service Commission at 4:30PM and informed her that according to her own statute I must have received a finding from them in writing and allowed to file a formal complaint which I have 30 days to do without fear of service interruption however with 2 witnesses present Ms. Fred stated that they were aware of their statutes and decided they did not need to follow them as I received a letter in Aug.

I am sending in full the letter I received and no where does it state they came to any conclusion it merely is a summary of the response submitted by KCP&L. Ms. Fred also gave me only a P.O. box to which to submit my Formal Complaint so I am faxing it to her office and placing it in overnight mail tomorrow as that is the only avenue given to me. I also told Ms Fred KCP&L stated the statutes read were for Commission laws not theirs Ms. Fred then Stated they were not a consumer advocate and I informed her I was fully aware of this and I was in process of lodging a complaint with the State Attorney Generals Consumer Dept. I also told both entities that it appears I may be held accountable for any breach in contracts or laws yet they choose which they follow and which they will decide in a meeting does not suit there needs at the time.

I also have E-Mailed Channel 5 and Call for action with the highlights of this wonderful life experience and have already received a call back but have told them I will contact them tomorrow.

P.S. You only gave me a mailing Address for my formal Complaint however given it is the EXACT same address as you I am confident you will get it to the appropriate

Chapter 2—Practice and Procedure

4 CSR 240-2

CSR

4 CSR 240-2.045 Electronic Filing

PURPOSE: This rule prescribes the procedure for electronic filing before the commission.

(1) Any item or document otherwise required or permitted to be filed with the commission may be filed electronically by accessing the commission's Internet web site and following the instructions for electronic filing found there.

(2) Any item or document filed electronically shall, if received during business hours of the commission's records room, be considered filed as of that day, otherwise, such item or document shall be considered filed as of the next following business day.

(3) The electronic filing of an item or document as described in this rule shall satisfy an obligation to file the same if accomplished no later than the date upon which such filing is required.

*AUTHORITY: section 386.410, RSMo 2000. * Original rule filed Dec. 7, 2001, effective May 30, 2002.*

**Original authority: 386.410, RSMo 1939, amended 1947, 1977, 1996.*

4 CSR 240-2.050 Computation of Time

PURPOSE: This rule sets standards for computation of effective dates of any order or time prescribed by the commission when no specific date is set by commission order.

(1) In computing any period of time prescribed or allowed by the commission, the day of the act, event, or default shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. This rule does not apply when the commission establishes a specific date by which an action must occur, nor does it operate to extend effective dates which are established by statute.

(2) In computing the effective date of any order of the commission, the day the order was issued shall not be included, and the order is considered effective at 12:01 a.m. on the effective date designated in the order, whether or not the date is a Saturday, Sunday or legal holiday.

(3) When an act is required or allowed to be done by order or rule of the commission at or within a specified time, the commission, at its discretion, may—

(A) Order the period enlarged before the expiration of the period originally prescribed or as extended by a previous order; or

(B) After the expiration of the specified period, permit the act to be done where the failure to act was the result of excusable neglect.

*AUTHORITY: section 386.410, RSMo Supp. 1998. * Original rule filed Dec. 19, 1975, effective Dec. 29, 1975. Amended: Filed Nov. 7, 1984, effective June 15, 1985. Rescinded and readopted: Filed March 10, 1995, effective Nov. 30, 1995. Rescinded and readopted: Filed Aug. 24, 1999, effective April 30, 2000.*

**Original authority: 386.410, RSMo 1939, amended 1947, 1977, 1996.*

State ex rel. Alton R. Co. v. Public Service Commission, 536 S.W.2d 766 (Mo. 1941). The effective date of an order is at the beginning of that date, rather than at its close.

4 CSR 240-2.060 Applications

PURPOSE: Applications to the commission requesting relief under statutory or other authority must meet the requirements set forth in this rule.

(1) All applications shall comply with the requirements of these rules and shall include the following information:

(A) The legal name of each applicant, a brief description of the legal organization of each applicant, whether a Missouri corporation, foreign corporation, partnership, proprietorship, or other business organization, the street and mailing address of the principal office or place of business of each applicant and each applicant's electronic mail address, fax number and telephone number, if any;

(B) If any applicant is a Missouri corporation, a Certificate of Good Standing from the secretary of state;

(C) If any applicant is a foreign corporation, a certificate from the secretary of state that it is authorized to do business in Missouri;

(D) If any applicant is a partnership, a copy of the partnership agreement;

(E) If any applicant does business under a fictitious name, a copy of the registration of the fictitious name with the secretary of state;

(F) If any applicant is a political subdivision, a specific reference to the statutory pro-

vision and a specific reference to any other authority, if any, under which it operates;

(G) If any applicant has submitted the applicable information as set forth in subsections (1)(B)-(F) of this rule in a previous application, the same may be incorporated by reference to the case number in which the information was furnished, so long as such applicable information is current and correct;

(H) A brief statement of the character of business performed by each applicant;

(I) Name, title, address and telephone number of the person to whom correspondence, communications and orders and decision of the commission are to be sent, if other than to the applicant's legal counsel;

(J) If any applicant is an association, a list of all of its members;

(K) A statement indicating whether the applicant has any pending action or final unsatisfied judgments or decisions against it, from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the application;

(L) A statement that no annual report or assessment fees are overdue; and

(M) All applications shall be subscribed and verified by affidavit under oath by one (1) of the following methods: if an individual, by that individual; if a partnership, by an authorized member of the partnership; if a corporation, by an authorized officer of the corporation; if a municipality or political subdivision, by an authorized officer of the municipality or political subdivision; or by the attorney for the applicant if the application includes or is accompanied by a verified statement that the attorney is so authorized.

(2) If any of the items required under this rule are unavailable at the time the application is filed, they shall be furnished prior to the granting of the authority sought.

(3) If the purchaser under the provisions of 4 CSR 240-3.110, 4 CSR 240-3.115, 4 CSR 240-3.210, 4 CSR 240-3.215, 4 CSR 240-3.310, 4 CSR 240-3.315, 4 CSR 240-3.405, 4 CSR 240-3.410, 4 CSR 240-3.520, 4 CSR 240-3.525, 4 CSR 240-3.605 or 4 CSR 240-3.610 is not subject to the jurisdiction of the commission, but will be subject to the commission's jurisdiction after the sale, the purchaser must comply with these rules.

(4) In addition to the requirements of section (1), applications for variances or waivers from commission rules and tariff provisions, as well as those statutory provisions which

Chapter 13—Service and Billing Practices for Residential Customers
of Electric, Gas and Water Utilities

4 CSR 240-13



reserves the right to waive this requirement when circumstances so require.

(2) Any person aggrieved by a violation of any rules in this chapter or the Public Service commission laws of Missouri relating to utilities may file an informal or formal complaint under 4 CSR 240-2.070.

(3) If a utility and a customer fail to resolve a matter in dispute, the utility shall advise the customer of his/her right to file an informal complaint with the commission under 4 CSR 240-2.070.

(4) If the staff is unable to resolve the complaint to the satisfaction of the parties, the staff shall send a dated letter to that effect to the complainant and to the utility.

(A) The letter shall advise the complainant that, if s/he desires, s/he may file a formal complaint in accordance with 4 CSR 240-2.070.

(B) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of 4 CSR 240-13.050, the staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.

(5) The commission staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that this informal complaint will not be reviewed.

(6) A utility shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to section (4), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to section (4).

(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.

Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Amended: Filed Jan. 14, 1981, effective July 15, 1981. Rescinded and readopted: Filed Sept. 22, 1993, effective July 10, 1994.

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

AUTHORITY: sections 386.250(6), RSMo Supp. 1991 and 393.140(II), RSMo 1986. Original rule filed Dec. 19, 1975, effective*

Chapter 2—Practice and Procedure

4 CSR 240-2



**Title 4—DEPARTMENT OF
ECONOMIC DEVELOPMENT
Division 240—Public Service
Commission**

Chapter 2—Practice and Procedure

4 CSR 240-2.010 Definitions

PURPOSE: This rule defines terms used in the rules comprising Chapter 2, Practice and Procedure, and supplements those definitions found in Chapter 386 of the Missouri Revised Statutes.

(1) Applicant means any person, as defined herein, or public utility on whose behalf an application is made.

(2) Certificate of service means a document or page of a document showing the caption of the case, attorney of record served or the name of the party served, the date and manner of service, and the signature of the serving party or attorney.

(3) Commission means the Missouri Public Service Commission as created by Chapter 386 of the Missouri Revised Statutes.

(4) Commissioner means one (1) of the members of the commission.

(5) Commission staff means all personnel employed by the commission whether on a permanent or contractual basis who are not attorneys in the general counsel's office, who are not members of the commission's research department, or who are not law judges.

(6) Complainant means the commission, any person, corporation, municipality, political subdivision, the Office of the Public Counsel, the commission staff through the general counsel, or public utility who files a complaint with the commission.

(7) Corporation includes a corporation, company, association, or joint stock company or association, or any other entity created by statute which is allowed to conduct business in the state of Missouri.

(8) General counsel means the attorney who serves as counsel to the commission and includes the general counsel and all other attorneys who serve in the office of the general counsel.

(9) Highly confidential information may include material or documents relating directly to specific customers; employee-sensitive information; marketing analyses or other

market-specific information relating to services offered in competition with others; reports, work papers or other documentation related to work produced by internal or external auditors or consultants; strategies employed, or to be employed, or under consideration in contract negotiations.

(10) Oath means attestation by a person signifying that he or she is bound in conscience and by the laws regarding perjury, either by swearing or affirmation to tell the truth.

(11) Party includes any applicant, complainant, petitioner, respondent, intervenor or public utility in proceedings before the commission. Commission staff and the public counsel are also parties unless they file a notice of their intention not to participate within the period of time established for interventions by commission rule or order.

(12) Person includes a natural person, corporation, municipality, political subdivision, state or federal agency, and a partnership.

(13) Pleading means any application, complaint, petition, answer, motion, staff recommendation, or other similar written document, which is not a tariff or correspondence, and which is filed in a case. A brief is not a pleading under this definition.

(14) Political subdivision means any township, city, town, village, and any school, road, drainage, sewer and levee district, or any other public subdivision, public corporation or public quasi-corporation having the power to tax.

(15) Presiding officer means a commissioner, or a law judge licensed to practice law in the state of Missouri and appointed by the commission to preside over a case.

(16) Public counsel means the Office of the Public Counsel as created by the Omnibus State Reorganization Act of 1974, and includes the assistants who represent the public before the commission.

(17) Proprietary information may include trade secrets, as well as confidential or private technical, financial and business information.

(18) Public utility includes every pipeline corporation, gas corporation, electrical corporation, telecommunications corporation, water corporation, heat or refrigeration corporation, sewer corporation, any joint municipal utility commission pursuant to section

386.020, RSMo which is regulated by the commission, or any other entity described by statute as a public utility which is to be regulated by the commission.

(19) Respondent means any person as defined herein or public utility subject to regulation by the commission against whom any complaint is filed.

(20) Rule means all of these rules as a whole or the individual rule in which the word appears, whichever interpretation is consistent with the rational application of this chapter.

(21) Settlement officer means a presiding officer who has been delegated to facilitate the settlement of a case.

(22) Schedule means any attachment, table, supplement, list, output, or any other document affixed to an exhibit.

AUTHORITY: section 386.410, RSMo Supp. 1998. Original rule filed Dec. 19, 1975, effective Dec. 29, 1975. Amended: Filed Nov. 7, 1984, effective June 15, 1985. Amended: Filed June 9, 1987, effective Nov. 12, 1987. Rescinded and readopted: Filed March 10, 1995, effective Nov. 30, 1995. Amended: Filed Aug. 17, 1998, effective March 30, 1999. Rescinded and readopted: Filed Aug. 24, 1999, effective April 30, 2000.*

**Original authority: 386.410, RSMo 1939, amended 1947, 1977, 1996.*

4 CSR 240-2.015 Waiver of Rules

PURPOSE: This rule defines when the rules in this chapter may be waived.

(1) A rule in this chapter may be waived by the commission for good cause.

AUTHORITY: section 386.410, RSMo Supp. 1998. Original rule filed Aug. 24, 1999, effective April 30, 2000.*

**Original authority: 386.410, RSMo 1939, amended 1947, 1977, 1996.*

4 CSR 240-2.020 Meetings and Hearings

PURPOSE: This rule announces the time and place of meetings and hearings of the Public Service Commission.

(1) The principal office of the Public Service Commission is located in the Harry S Truman State Office Building, Floor 5A, 301 W.