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March 14, 2001

Mr. Dale H. Roberts
Secretary/Chief Regulatory Law Judge
Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

FILED

MAR 14 2001

Missouri Public
Service Commission

RE: UtiliCorp United Inc.
Case No. ET-2001-482

Dear Mr. Roberts:

Enclosed for filing in the above-referenced case please find the original and eight copies of **Public Counsel's Response to Order Directing Filing**. Please "file" stamp the extra-enclosed copy and return it to this office.

Thank you for your attention to this matter.

Sincerely,


John B. Coffman
Deputy Public Counsel

JBC:jb

cc: Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

MAR 14 2001

Missouri Public
Service Commission

In the Matter of UtiliCorp United, Inc.'s)
Tariffs Filed to Update the Rules and)
Regulations for Electric and to Increase)
the Interest Rate Paid on Deposits, the Late)
Payment Charge, the Reconnection Fee,)
and the Charge for Returned Checks)

Case No. ET-2001-482
Tariff No. 200100849

PUBLIC COUNSEL RESPONSE TO ORDER DIRECTING FILING

Pursuant to Commission 4 CSR 240-2.065(3), Public Counsel supplements its Motion to
Dismiss or Suspend with a copy of the tariff sheets in question (Attachment 1).

Respectfully submitted,

OFFICE OF THE Public Counsel

By:


John B. Coffman

Deputy Public Counsel

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to the following this 14th day of March 2001:

Paul Boudreau
Brydon, Swearingen, & England
312 E. Capitol Avenue
Jefferson City, MO 65101

Steve Dottheim
General Counsel
P O Box 360
Jefferson City, MO 65101

A handwritten signature in cursive script, appearing to read "S. Dottheim", is written over a horizontal line.

P.S.C. MO. No.

6

3rd

Original

Sheet No.

47

Cancelling P.S.C. MO. No.

6

2nd

Revised

Original

Sheet No.

47

Revised

St. Joseph Light & Power, a division of
UTILICORP UNITED, INC.
KANSAS CITY, MO 64138

FOR: All Territory served by St. Joseph Light & Power

**RULES AND REGULATIONS
ELECTRIC**

5.01 Residential Security Deposit Requirements (Continued)

- C) The Customer has failed to pay an undisputed bill on or before the delinquent date for five (5) out of the last twelve (12) consecutive billing periods.
- D) The Company shall notify the Customer of its right to require a deposit under 2(C) above prior to the request for deposit.

3. Cold Weather Provisions.

No deposit shall be required of residential Customers between November 1 and March 31 in each year provided:

- A) None of the amount owed is a result of the violation of the diversion of energy policy.
- B) The Customer complies with the Company's request for information regarding the Customer's income.
- C) The Customer contacts the Company and requests reconnection and states an inability to pay in full.
- D) The Customer applies for financial assistance in paying their heat related bill. The assistance may come from any heat payment fund for which the Customer is eligible.
- E) The Company receives a satisfactory initial payment and the Customer enters into a payment agreement in accordance with 4 CSR 240-13.055 (8).
- F) The Customer's service has not been disconnected for a period of 30 days or more due to non-compliance with a Company authorized payment plan.

4. Deposit and Written Guarantee Amount.

- A) The deposit or written guarantee for residential applicants under Section 5.01(1.) - Applicants for Service - shall be one-sixth (1/6) of the Customer's estimated average annual bill for the premises.

For residential Customers under Section 5.01(2.) - Existing Customers of the Company - the deposit or written guarantee shall equal two (2) times the highest bill of that Customer's previous twelve (12) months.

- B) Simple interest, at the rate of nine and one-half percent (9½%) per annum, shall be paid on all deposits. The interest amount shall be credited on the Customer's bill once each year. When a deposit is returned or credited on the bill, all accrued interest will be credited to the account.
- C) If the Customer fails to pay for the services rendered by the Company, the deposit or written guarantee may be used to liquidate the Customer's account. The remaining debit balance will be billed to the Customer and a credit balance will be refunded to the Customer in the form of a check.

Attachment 1

P.S.C. MO. No.

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Cancelling P.S.C. MO. No.

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**RULES AND REGULATIONS
ELECTRIC**

5.02 Non-Residential Security Deposit Requirements

The Company may require a security deposit or other guarantee as a condition of service or continued service for non-residential service.

1) A DEPOSIT IS NOT REQUIRED WHEN EITHER:

- A. The Customer has established an acceptable commercial credit rating with the Company in a similar business activity.
- B. The Customer is a division of a national corporation that has established a good payment record.

2) A DEPOSIT IS REQUIRED WHEN ANY OF THE FOLLOWING EXISTS:

- A. No credit history exists pertaining to the business.
- B. The payment record of an existing business deteriorates, regardless of the past record.
- C. It becomes apparent that financial problems are occurring.

3) DETERMINING THE AMOUNT OF DEPOSIT

The deposit required is one billing period plus thirty (30) days based on previous history or estimated usage.

4) PAYMENT ARRANGEMENTS:

The deposit may be made in two (2) monthly installments. Each installment is in addition to the current month's bill.

5) INTEREST:

Simple interest, at the rate of nine and one-half percent (9½%) per annum, shall be paid on all deposits. The interest amount shall be credited on the Customer's bill once each year. When a deposit is returned or credited on the bill, all accrued interest will be credited to the account.

6) RETURN OF DEPOSIT:

Deposit shall be returned or credited on the bill with interest in the following manner:

- A) Upon termination of service, the deposit with accrued interest will be credited to the Customer's final bill and any previous balance due. Any remaining credit balance will be returned to the Customer by check. A debit balance will be billed to the Customer.

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2nd

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Sheet No.

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Cancelling P.S.C. MO. No.

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1st

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St. Joseph Light & Power, a division of
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FOR: All Territory served by St. Joseph Light & Power

**RULES AND REGULATIONS
ELECTRIC**

5.02 Non-Residential Security Deposit Requirements (Continued)

B) After two years without a reminder or final notice, the deposit will be returned.

5.03 Billing of License, Occupation, Franchise or Other Similar Charges or Taxes

There shall be added to the Customer's bill, when applicable, as a separate item, an amount equal to the proportionate part of any license, occupation, franchise, or other similar fee or tax now or hereafter imposed upon the Company by local taxing authorities, whether imposed by ordinance, franchise or otherwise, and which fee or tax is based upon a percentage of the gross receipts, net receipts, revenues from sales of electric service or other service rendered by the Company to the Customer. Charges or taxes herein referred to shall in all instances be billed to Customers on the basis of Company rates effective at the time of billing, and on the basis of the tax rate effective at the time billing is made.

5.04 Late Payment Charge

There shall be a late payment charge of 1.50% on the amount unpaid from any previous billing. The specific late payment charge will be subject to variation for the state of Missouri and the U.S. Government accounts where statutes or other regulation may supersede these provisions.

5.05 Average Payment Plan

By mutual agreement between a Customer and the Company, any residential Customer may be billed on an average payment plan. Before a Customer will be accepted into this program, their payment history will be reviewed. Any Customer who has been involved in a diversion of service in the last two years will not be eligible.

A Customer may be removed from the average payment plan for any of the following reasons:

- 1) The Customer has been cut for non-payment in the last twelve (12) months.
- 2) The Customer is or has been involved in a diversion of service in the last twenty-four (24) months.
- 3) The Customer requests to exit the Average Payment Plan. However, once the Customer requests to leave the Average Payment Plan, re-entry may be limited to once every twelve (12) months at the same location.

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RULES AND REGULATIONS
ELECTRIC

5.10 Charge for Reconnecting (Continued)

The Company will make a reasonable effort to reconnect the Customer the same day the above conditions have been met. The Company will charge the Customer a reconnection fee of thirteen (\$13) dollars during normal working hours and thirty-six (\$36) dollars outside of regular working hours. If discontinuance of service was caused by diversion or unauthorized interference, the charge to reconnect shall be determined following the guidelines established in Section 6.04.

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Cancelling P.S.C. MO. No.

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RULES AND REGULATIONS
ELECTRIC

5.12 Returned Checks or Drafts

If a Customer tenders to the Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the Customer shall pay to the Company the amount of fifteen dollars (\$15.00) to cover the cost of processing the returned check, draft, or payment order plus the amount owed for service plus any late payment fee which may result. If the returned check, draft, or payment order is for payment for both electric and gas service, only one fee of fifteen dollars (\$15.00) will be collected by the Company.