

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

Jacqueline Hernandez,	)	
	)	
Complainant,	)	
	)	
v.	)	<b><u>Case No. EC-2005-0048</u></b>
	)	
Kansas City Power & Light Company,	)	
	)	
Respondent.	)	

**ANSWER OF KANSAS CITY POWER & LIGHT COMPANY**

COMES NOW Kansas City Power & Light Company ("KCPL"), by and through its attorney, and makes the following Answer to the above-entitled Complaint.

**INTRODUCTION**

The following introduction presents an overview of the facts giving rise to this Complaint, as well as providing a response to the factual allegations set forth in the Complaint.

KCPL provided electric service to a premise at 1901 Poplar Avenue, Kansas City, Missouri. The account for this premise is in the name of Jacqueline Hernandez ("Complainant"). On May 27, 2004, KCPL sent a bill for electric service to Complainant. A copy of Complainant's bill is attached as Exhibit A. The bill indicates adjustments were made on April 28, 2004, to transfer \$1,564.22 from 5801 E. 10<sup>th</sup> St. The bill also indicates additional customer names: Carlos Esparza and Maria G. Hernandez. The electric service for the period from October 10, 2001 to October 1, 2002 at 5801 E. 10<sup>th</sup> St. was in the name of Carlos Esparza and this account has an outstanding balance of \$904.67. A copy of the account information is attached as Exhibit B. The electric service for the period from October 6, 1999 to October 10, 2001 at 5801 E. 10<sup>th</sup> St. was in the name of Maria Hernandez and this account has an outstanding balance of \$659.55. A copy of our account

information is also indicated in attached as Exhibit B. The total of these two outstanding accounts is the amount transferred. Complainant executed a lease commencing April 1, 2004 at 1901 Poplar Avenue. A copy of the lease provided to KCPL by Complainant is attached as Exhibit C. On April 5, 2004, KCPL started service in the name of Complainant at 1901 Poplar Avenue. A copy of the account information is attached as Exhibit D. KCPL believes that other utility services have been established in the name of Maria Hernandez at 1901 Poplar. Attached, as Exhibit E, is a letter to the Complainant requesting recent billing statements from other utilities for 1901 Poplar. KCPL has, to date, not received a response to this request from the Complainant. KCPL has knowledge that Maria Hernandez and Carlos Esparza are living at 1901 Poplar with Complainant. This knowledge is from a discussion with the landlord on July 12, 2004 for 1901 Poplar which identified the renters as the Complainant, Carlos Esparza and Maria G. Hernandez.

#### **ANSWER TO COMPLAINT**

1. Except as admitted herein, KCPL denies each and every allegation, averment and statement in the Complaint and the attachments thereto.
2. KCPL admits that Jacqueline Hernandez resides at 1901 Poplar Avenue, Kansas City, Missouri.
3. In paragraph 1, KCPL admits transferring old bills from October 1999 to October 2002 to Complainant's current account.
4. In paragraph 1, KCPL admits that Complainant's current account number is 9332-77-8495.
5. In paragraph 1, KCPL admits that KCPL records indicate Carlos Esparza and Maria Hernandez resided from at 5801 E. 10<sup>th</sup> St. from October 1999 to October 2002.

6. In paragraph 1, KCPL admits receiving from Complainant a lease agreement for 1901 Poplar, a City of Independence billing statement dated July 8, 2004, a letter from Aquila dated August 5, 2004, a note from Maria Hernandez faxed on July 10, 2004, and an UMB Bank statement dated July 1, 2004.

### **AFFIRMATIVE DEFENSE**

1. The instant controversy falls well within the ambit of KCPL's tariffs, which have been filed with and approved by the Public Service Commission of the State of Missouri (the "Commission"). A tariff that has been approved by the Commission becomes Missouri law, and has the same force and effect as a statute enacted by the Missouri legislature. *Bauer v. Southwestern Bell Tel. Co.*, 958 S.W. 2d 568, 570 (Mo.App. 1998); *Allstates Transworld Vanlines, Inc. v. Southwestern Bell Tel. Co.*, 937 S.W.2d 314, 317 (Mo.App. 1996).

2. As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 3.04,

Prior Indebtedness of Customer: If, at the time of application, a Customer or any member of the Customer's household is indebted to the Company for that same class of electrical service previously supplied at the same or any other premises, and if the Customer received substantial use and benefit of the previous electrical service, the Company shall not be required to commence supplying electrical service to the Customer, or if commenced the Company may terminate such service until payment of the indebtedness has been made. *See Exhibit F.*

3. Customer is further defined in KCPL's General Rules and Regulations Applying to Electric Service, Rule 1.04,

Any Person applying for, receiving, using, or agreeing to take a class of electric service supplied by the Company under one rate schedule at a single point of delivery at and for use within the premises either (a) occupied by such persons, or (b) as may, with the consent of the Company, be designated in the service application or by other means acceptable to the Company. *See Exhibit F.*

4. When the Complainant requested residential electric service at 1901 Poplar Avenue on April 5, 2004, members of the household occupying, using and benefiting from the electric

service were indebted to KCPL for residential electric service at 5801 E. 10<sup>th</sup> St. Members of Complainant's household include mother, Maria Hernandez, and father, Carlos Esparza.

5. Electrical service was in the name of Maria Hernandez at 5801 E. 10<sup>th</sup> St. from October 6, 1999 to October 10, 2001. An unpaid account balance totaling \$659.55 existed as of April 28, 2004.

6. Electrical service was in the name of Carlos Esparza at 5801 E. 10<sup>th</sup> St. from October 10, 2001 to October 1, 2002. An unpaid account balance totaling \$904.67 existed as of April 28, 2004.

7. Therefore, Maria Hernandez and Carlos Esparza resided at 5801 E. 10<sup>th</sup> St. receiving substantial use and benefit of the electrical service.

8. KCPL has identified both parents, Maria Hernandez and Carlos Esparza occupying the premises at this address with Complainant. Therefore, at the time of application, Maria Hernandez and Carlos Esparza occupied the premises and are receiving substantial use and benefit of the electrical service at 1901 Poplar.


9. Therefore, KCPL appropriately transferred the prior unpaid balances under the name of Maria Hernandez and Carlos Esparza at 5801 E. 10<sup>th</sup> St. to the billing account of Complainant at 1901 Poplar Avenue.

WHEREFORE, KCPL prays that the Commission:

1. deny each and every claim for relief requested by Complainant and dismiss her Complaint; and

2. provide such other and further relief as the Commission may deem just.

Respectfully submitted,

By:   
Paul M. Ling, MO Bar #53526  
1201 Walnut, 20<sup>th</sup> Floor  
Kansas City, MO 64106-2124  
Telephone: (816) 556-2899  
Facsimile: (816) 556-2787  
E-mail: Paul.Ling@KCPL.com

ATTORNEY FOR RESPONDENT  
KANSAS CITY POWER & LIGHT COMPANY

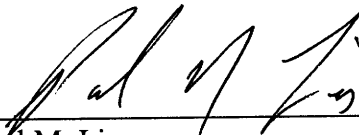
### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing response was served via first class mail, postage prepaid, on this 17<sup>th</sup> day of September 2004, upon:

Jacqueline Hernandez  
1901 Poplar Avenue  
Kansas City, Missouri 64127

Dana K. Joyce  
PO Box 360  
200 Madison St., Suite 800  
Jefferson City, MO 65102

John B. Coffman  
PO Box 7800  
200 Madison St., Suite 640  
Jefferson City, MO 65102

By:   
Paul M. Ling

ATTORNEY FOR RESPONDENT  
KANSAS CITY POWER & LIGHT COMPANY