



FILED³

MAY 04 2000

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Missouri Public
Service Commission

May 3, 2000

SENT VIA OVERNIGHT DELIVERY

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

Re: *Philip Olson v.*
Kansas City Power & Light Company
Case No. EC-2000-614

Dear Mr. Roberts:

Attached for filing in the above-captioned case are an original and 14 copies of **KANSAS CITY POWER & LIGHT COMPANY'S ANSWER.**

A copy of this filing has been mailed to all parties and counsel of record.

Thank you for your attention to this matter.

Sincerely,

DEBORAH R. SWANK
Staff Attorney

DS:cs
Attachments
cc: Parties and Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³

MAY 04 2000

Missouri Public
Service Commission

Philip Olson,

Complainant,

vs.

Kansas City Power & Light Company,

Respondent.

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Case No. EC-2000-614

ANSWER

COMES NOW Respondent, Kansas City Power & Light Company ("KCPL"), by and through counsel, and for its Answer to the Complaint admits, denies and states, as follows:

1. KCPL admits upon information and belief that the Complainant resides at 3655 Campbell Street, Kansas City, Missouri 64109.

2. KCPL admits it is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri ("the Commission"), as alleged in paragraph 1 of the Complaint.

As to the allegations contained in paragraph 2, KCPL states as follows:

3. KCPL admits upon information and belief that the Complainant moved into 3655 Campbell during March, 1999. KCPL also admits that, at all relevant times, the Complainant had residence of both the main house (3655 Campbell) and the basement apartment (3655A Campbell).

4. KCPL admits that, on or about March 12, 1999, it sent to the Complainant two bills, one for 3655 Campbell, and a second for 3655A Campbell, copies of which are attached to the Complaint. KCPL also admits that the Complainant paid these bills.

5. KCPL denies the allegation that the March 12, 1999, stub to be returned with payment for 3655 Campbell stated, "This is a final bill". KCPL also denies the allegation that the Complainant crossed out this statement on the payment stub and wrote in, "This is a new account". Attached hereto as Exhibit "A" is a true and correct copy of the March 12, 1999, payment stub received with payment for 3655 Campbell.

6. KCPL denies the allegation that subsequent to March 12, 1999, the Complainant received only one monthly bill from KCPL.¹ KCPL states it sent to the Complainant monthly bills both for 3655 Campbell and 3655A Campbell from March, 1999 until May, 1999, when a person identifying himself as the Complainant telephoned KCPL and requested disconnection² at 3655 Campbell. Following disconnection of 3655 Campbell on May 19, 1999, KCPL sent the Complainant one monthly bill (for 3655A Campbell only).

7. KCPL admits that thereafter, during December, 1999, KCPL mailed a letter to 3655 Campbell advising that the use of electricity was unauthorized.³ KCPL admits

¹ Complainant was billed \$90.21 on April 12, 1999 for 3655 Campbell and \$24.28 on April 12 for 3655A Campbell. For the month of May, Complainant was billed \$106.62 on May 14, 1999 for 3655 Campbell and \$32.13 on May 13, 1999 for 3655A Campbell.

² "Disconnection" as used herein does not refer to actual disconnection of facilities, but termination of the particular customer account at the stated address.

³ This letter was not mailed until December due to KCPL's transition to a new billing system. KCPL implemented its new CIS+ billing system on approximately May 10, 1999. As a result, it temporarily lost its ability to generate letters concerning unauthorized use of service because there is no interface between the CellNet metering system and the CIS+ billing system. During approximately November 1999, KCPL developed a letter generating system through the CellNet system in order to identify unauthorized use.

that, on or about December 6, 1999, KCPL mailed to the Complainant a bill in the amount of \$827.56 for the unauthorized service from May 19, 1999 through November 2, 1999. KCPL denies that a copy of this bill is attached to the Complaint.

8. KCPL denies the remaining allegations contained in paragraph 2 of the Complaint.

As to the allegations contained in paragraph 3, KCPL states as follows:

9. KCPL admits that during December 1999, the Complainant called and discussed the outstanding balance with a KCPL representative. KCPL admits that the Complainant stated he believed he should only have to pay one-half of the bill, claiming it was partially the fault of KCPL. KCPL admits that its representative advised the Complainant that KCPL would not negate the total outstanding balance, but would credit the account \$83.00, rendering the total amount balance \$744.56, and allow the Complainant to pay the outstanding balance over a five-month period.

10. KCPL admits that, thereafter, the Complainant contacted the Commission and spoke with Michelle Bocklage. KCPL also admits that, following investigation, Ms. Bocklage sent to the Complainant the January 5, 2000 letter attached to the Complaint stating, among other things, that pursuant to the Commission's Rules and Regulations, the Complainant owed the total balance claimed by KCPL.

11. KCPL denies that, thereafter, the Complainant called KCPL to acknowledge he was filing an appeal. KCPL states that, on January 18, 2000, a KCPL representative telephoned the Complainant and offered to allow payment of the balance over six months, which was refused. Subsequently, on January 27, 2000, the Complainant advised a KCPL representative that his claims were being reviewed by the Commission

and he was working with Michelle Bocklage at the Missouri Commission. KCPL states that, on January 31, 2000, Mr. Nickelson telephoned the Complainant and reiterated KCPL's offer to allow payment over a six-month period. KCPL did not hear from the Complainant in response to this offer. KCPL denies the allegation that Mr. Nickelson advised the Complainant that KCPL would not take any other action until an appeal was completed.

12. KCPL states that, on February 10, 2000, Mr. Nickelson made another attempt to contact the Complainant by telephone. Thereafter, on that date, Mr. Nickelson called Ms. Bocklage who advised him that the Complainant did not file a formal Complaint after requesting documentation and, therefore, she considered the case closed. On March 30, 2000, Mr. Nickelson again telephoned Ms. Bocklage to verify that the Complainant had not filed a formal Complaint.

13. KCPL admits that subsequently, on March 30, 2000, a KCPL representative arrived at 3655 Campbell to disconnect service for nonpayment.⁴ KCPL admits it advised the Complainant that in order to maintain service, he must pay KCPL \$185.00 toward the outstanding balance. KCPL admits that the Complainant gave the KCPL representative a check in the amount of \$185.00 and that in exchange, the Complainant was given a receipt, a copy of which is attached to the Complaint. KCPL states, however, that the Complainant's check was returned due to insufficient funds and that, to date, the Complainant has not paid any of the past due balance.

14. KCPL denies the allegations contained in the last two sentences of paragraph 3. KCPL lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 3 and, therefore, denies same.

15. KCPL denies each and every allegation and averment contained in the Complaint not specifically admitted herein.

AFFIRMATIVE DEFENSES

16. KCPL incorporates herein each of the allegations, statements and averments contained in paragraphs 1 through 15 above.

17. The Complaint fails to state a claim against KCPL upon which relief can be granted because pursuant to 4 CSR 240-13.025(1)(B), KCPL may adjust a customer's account in the event of an undercharge for the entire period not to exceed twelve monthly billing periods. 4 CSR 240-13.025(1)(B) provides, that:

(1) For all billing errors, the utility will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:

(B) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods or four (4) quarterly billing periods, calculated from the date of discovery, inquiry or actual notification of the utility, whichever was first.

The \$744.56 balance owed by the Complainant is an undercharge for a period less than 12 months, from May 19, 1999, through November 2, 1999, which KCPL is entitled to receive.

18. In addition, the Complaint fails to state a claim against KCPL upon which relief can be granted in that although, on March 30, 2000, KCPL agreed to continue service if the Complainant paid \$185.00 toward the total past due balance, the Complainant failed to perform his obligation under the agreement by giving KCPL a check returned for insufficient funds and by failing or refusing to pay this amount to

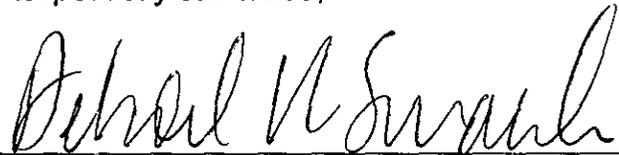
⁴ Prior thereto, KCPL followed its customary notification procedures prior to disconnection.

date. The Complaint also fails to state a claim upon which relief can be granted for lack of consideration.

19. The Complaint otherwise fails to state a claim against KCPL upon which relief can be granted.

WHEREFORE, having answered the Complaint, KCPL prays that the Commission enter an Order denying each and every claim for relief alleged by the Complainant and dismissing his Complaint with prejudice and granting such other and further relief as the Commission deems just and proper.

Respectfully submitted,



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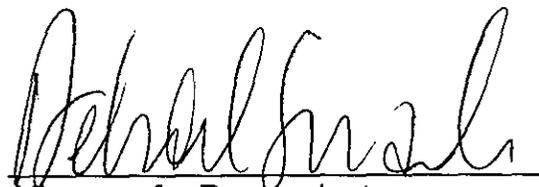
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was mailed, via U. S. Mail, postage prepaid, to the following parties and counsel of record on this 3^d day of May, 2000:

Dana K. Joyce
General Counsel
Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65101

Philip Olson
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Kansas City, Missouri 64109

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Kansas City Power & Light Company

