

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a Session of the Public Service
Commission held at its office
in Jefferson City on the 2nd
day of August, 1991.

Charles and Chris Harter,)
)
Complainants,)
vs.) CASE NO. EC-91-399
)
Union Electric, a corporation,)
)
Respondent,)
)
P. O. Box 640,)
1307 E. Independence Dr.,)
Union, Missouri 63084)

ORDER OF DISMISSAL

On June 21, 1991, Charles and Chris Harter (Complainants) filed a complaint against Union Electric Company (UE), alleging the following:

1. That UE acquired an interest in the collection of a promissory note that Complainants signed pursuant to an installment contract with Doll Heating for a heat pump;
2. That UE had violated 4 CSR 240-13.020(9) and (11) by not clearly separating on Complainants' bill the service charge from the charges due on the note;
3. That on or about March 1, 1991, UE assessed a \$350 deposit against Complainants in violation of 4 CSR 240-13.055;
4. That UE violated 4 CSR 240-13.030(4)(A) by computing and assessing said deposit based on the heat pump note payments;
5. That UE had threatened to disconnect Complainants' utility service in violation of 4 CSR 240-13.055(2)(A);
6. That UE refused to allow Complainants to pay the deposit in installments and failed to provide notice of the application of Complainants' payments to said deposit in violation of 4 CSR 240-13.030(4)(I).

In regard to the above allegations, Complainants requested that the Commission order that their utility service not be disconnected and the deposit not be charged. Complainants also requested that UE be required to separately state amounts it claims are due under the note from claims for utility service and that UE be sanctioned for requiring a deposit in violation of 4 CSR 240-13.055.

On July 17, 1991, UE filed an answer denying Complainants' allegations. Within its answer, UE indicated that a settlement had been reached on the issues of the deposit and the balance owed for electrical service, leaving the amount owed on the promissory note as the only unresolved issue. It appears, however, that the issue of the promissory note is beyond the jurisdiction of the Commission.

In collecting money owed on a promissory note for the purchase of a heat pump, UE has taken on the role of a financial creditor and is not acting as a utility company providing electrical service. UE's collection of the promissory note does not fall under the Commission's jurisdiction. Inasmuch as the amount due on the promissory note is the lone remaining issue, the Commission will dismiss the complaint.

Nonetheless, UE is prohibited from discontinuing Complainants' electrical service due to their failure to pay the amount owed on the promissory note. Pursuant to 4 CSR 240-13.050(2)(A), "the failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by a utility", shall not constitute sufficient cause for a utility to discontinue service.

IT IS THEREFORE ORDERED:

1. That the complaint filed on June 21, 1991, by Charles and Chris Harter be hereby dismissed.
2. That Union Electric Company be prohibited hereby from discontinuing Charles and Chris Harter's electric service for failure on their part to pay any amount due on the promissory note discussed herein.

3. That this Order shall become effective on August 12, 1991.

BY THE COMMISSION

Brent Stewart

Brent Stewart
Executive Secretary

(S E A L)

Steinmeier, Chm., Rauch, McClure,
and Perkins, CC., Concur.
Mueller, C., Absent.

