

FILED³

JUN 20 2003

**Missouri Public
Service Commission**

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

Edward K. Moses, Sr.,)	
)	
Complainant,)	
)	
v.)	<u>Case No. EC-2003-0508</u>
)	
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 6306 E. 99th St., Kansas City, Missouri. The account for this premise is in the name of Edward Moses ("Complainant"). On February 6, 2003, March 10, 2003, and April 8, 2003, KCPL sent bills for electric service to Complainant. A copy of Complainant's statement of account is attached as Exhibit A. On April 29, 2003, KCPL disconnected service at Complainant's premise for failure to make the past due payments. The meter reading at the time of disconnection was 30321. A copy of KCPL's account action is attached as Exhibit B. A red seal was placed on the meter by KCPL at the time of the disconnect. This red meter seal indicates to all KCPL employees that the service was cut for payment collection related issues. On April 29, 2003, Complainant paid for reconnection and was advised he would be

reconnected within twenty-four hours. A copy of KCPL's account action is attached as Exhibit C. On April 30, 2003, KCPL went to Complainant's premise to reconnect service and found the red meter seal (#4) cut and the service reconnected. The meter reading was now 30337. Upon finding the unauthorized reconnection, KCPL again disconnected the meter. A copy of KCPL's account action is attached as Exhibit D. On April 30, 2003, Complainant was notified that: (1) KCPL had found his service reconnected without authorization, (2) KCPL disconnected the service, (3) Complainant was required to pay \$150 to reconnect because Complainant had tampered with the meter, and (4) Complainant may file a complaint with the Missouri Public Service Commission and provided him the number to call. See Exhibit C.

On June 11, 2003, KCPL called the Complainant in an attempt to resolve this matter. In this discussion KCPL offered to reconnect the Complainant's service upon the Complainant paying the account balance due. Complainant declined to accept KCPL's offer and has instead chosen to have his service remain disconnected.

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 Edward K. Moses, Sr. (the "Complainant") resides at 6306 E. 99th St., Kansas City, Missouri.
3. In paragraph 1, KCPL admits receiving a payment from Complainant on April 29, 2003, for \$170.
4. In paragraph 1, KCPL admits informing Complainant that it may take up to twenty-four hours to reconnect the service at his premise.

5. In paragraph 1, KCPL admits informing Complainant that KCPL had found the meter seal cut and the service reconnected without authorization.
6. In paragraph 1, KCPL admits receiving calls from Complainant.
7. In paragraph 1, KCPL admits informing Complainant that he may file a complaint with the Missouri Public Service Commission.

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 3.13, "The Company shall have the right to discontinue electric service to a Customer ... upon any default by the Customer of any provision thereof. The Company reserves the right ...to refuse to reconnect electric service to any Customer disconnected hereunder until such default shall have been remedied by the Customer." See Exhibit E. As KCPL has indicated in the Introduction above, the Complainant failed to pay delinquent bills. Therefore, KCPL was authorized to disconnect the Complainant's electric service.
3. As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 3.14, "The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever... If electric service is discontinued for nonpayment by the

Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills have been paid, together with any such reconnection charge... *See* Exhibit F. Therefore, KCPL was authorized to impose a reconnection charge on the Complainant who failed to pay delinquent bills.

4. As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 8.05, "If electric service is disconnected for violation of any provision of the Customer's service agreement, a charge may be made by the Company to cover its cost of disconnecting and reconnecting the Company facilities before electric service will be resumed." *See* Exhibit G. Therefore, KCPL was authorized to charge reasonable costs for disconnecting and reconnecting service at the Complainant's Premise.
5. As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 6.05, "Seals will be placed by the Company on all meters and meter enclosures. Such seals shall not be broken or disturbed by any person other than persons authorized by the Company or by law." *See* Exhibit H. As KCPL has indicated in the Introduction above, when KCPL returned to the premise to reconnect the service after the Complainant paid his delinquent bills, KCPL found the Complainant's service was reconnected and the meter seal cut which was not authorized by the Company or by law.
6. As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 4.10, "The Company may discontinue service to a Customer ... in case evidence is found that any portion of the Company's facilities has been tampered with ... In such event ... the Customer shall be required to bear all costs incurred by the Company for such protective equipment as, in the judgment of the Company, may be necessary." *See* Exhibit I.

Therefore, KCPL was authorized to charge reasonable costs for the Complainant's tampering with the meter.

7. As set forth in Missouri Revised Statute 569.090,
 1. A person commits the crime of tampering in the second degree if he: ...
 - (4) Tamper with, or causes to be tampered with, any meter or other property of an electric ... utility, the effect of which tampering is either:
 - (a) To prevent the proper measuring of electric ... service; or
 - (b) To permit the diversion of any electric ... service.
 2. In any prosecution under subdivision (4) of subsection 1, proof that a meter or any other property of a utility has been tampered with, and the person or persons accused received the use or direct benefit of the electric ... service, with one or more of the effects described in subdivision (4) of subsection 1, shall be sufficient to support an inference which the trial court may submit to the trier of fact, from which the trier of fact may conclude that there has been a violation of such subdivision by the person or persons who use or receive the direct benefit of the electric ... service. *See Exhibit J.*

Therefore, KCPL need only show that the meter was tampered with and the Complainant received a direct benefit to support an inference that the violation was by the person who received the direct benefit of the electric service.

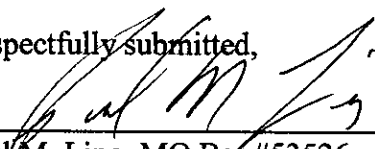
8. As stated above in the Introduction, KCPL has contacted Complainant and offered to immediately reconnect Complainant's service upon payment of Complainant's account balance due. KCPL stands ready to reconnect service to Complainant upon his compliance with KCPL's General Rules and Regulations. Complainant's refusal to so constitutes a failure to mitigate his damages.
9. KCPL denies the damages sought by Complainant because this Commission lacks jurisdiction to award the damages requested in the Complaint.

WHEREFORE, KCPL prays that the Commission:

1. deny each and every claim for relief requested by Complainant and dismiss his Complaint;
and
2. provide such other and further relief as the Commission may seem just.

Respectfully submitted,

By: _____


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

ATTORNEY FOR
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 20th day of June, 2003, upon:

Edward K. Moses, Sr.
Post Office Box 35681
6306 East 99th Street
Kansas City, Missouri 64134

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
KANSAS CITY POWER & LIGHT COMPANY



Kansas City Power & Light®

Financial History
June 9, 2003
Page 4 of 4

ACCOUNT NAME:	EDWARD MOSES	ACCOUNT NUMBER:	4973463217
PREMISE ADDRESS:	6306 E 99TH ST	SERVICE AGREEMENT:	4606484983
CITY/STATE/ZIP:	Kansas City, MO 64134	DEPOSIT ON HAND:	0.00
REPORT STARTING:	12/23/2002	REPORT ENDING:	6/9/2003

Tran Date	Type	Tran Amount	Current Amount	Account Balance
01/08/2003	BILL	29.92	29.92	29.92
01/31/2003	PAY	-29.92	-29.92	0.00
02/06/2003	BILL	70.82	70.82	70.82
03/03/2003	Late Payment Charge Mo	1.30	1.30	72.12
03/10/2003	BILL	71.04	71.04	143.16
04/03/2003	Late Payment Charge Mo	1.30	1.30	144.46
04/08/2003	BILL	61.79	61.79	206.25
04/30/2003	PAY	-170.00	-170.00	36.25
04/30/2003	Tampering Charge Mo	150.00	150.00	186.25
05/08/2003	BILL	55.15	55.15	241.40
06/02/2003	Late Payment Charge Mo	1.12	1.12	242.52



System - Customer

Contacts for Account: Moses, Edward K

Account: 497465217 Moses, Edward K

Transaction History
 Full Comments

Date	Type	Comment	Person
05/06/2003	MEMO	Commission Complaint - Mr. Moses feels he should not have to pay the rcslf fee - because he did not reconnect the serv - Advsd the Commission that he is resp for payment & will give them amount need for him to be reconnected. 55216	Moses, Edward K
05/05/2003	1MSC	edward old sd he'll cl the commissions office again..wanted to know if commission hd old on his acct..advsd her of prev notes to cl legal//6916	Moses, Edward K
05/01/2003	MEMO	supv call>>mr moses claims contacted an attorney..wanted to call us again..states that maybe our serv person did not know what they were doing when they disconnected the serv or when they came out to reconnect. told him that the seal we place on meter when we disconnect for non pay was cut. her requested legal dept. gave him the # for corp office. 6965	Moses, Edward K
05/01/2003	MEMO	mr moses called to req to sp w/supervisor. 7582	Moses, Edward K
04/30/2003	MEMO	supv call>>spk w/ edward moses. explained cut serv 4-29-03--when we went bk to recon...found seal cut & serv back on. additional kw's had been used from time serv was cut. claims he staying at relatives house overnight & has no knowledge of this..therefore can't be responsible. explained his name on acct...he is resp. need 150.00 pc cash to recon. wants to file a complaint..gave MO public serv comm#-he also states will file a police report. 6965	Moses, Edward K
04/30/2003	1C&C	7322 found reconnect self at 12:38 with read of 30337, #4 seal cut, recut and put on I.D.	Moses, Edward K
04/29/2003	1MSC	EDWARD PD \$170 FOR RECONN--ADVISED RECONN WITHIN 24 HOURS	Moses, Edward K
04/29/2003	MEMO	Edward ci wrnt to make argmnts on acct, advsd cst tht he is red	Moses, Edward K

Change Customer Contact Show All Related Transactions

Start Print Utility Inbox M CISPLUS SYSDC CISPlus Pimetime Contact

PHILAD-Byronne, N. J.
EXHIBIT

 C

System Customer Info

C & C Event: RSFMO - 04/30/2003

Action

C & C Event: 121976601 C & C Event Siblings

Status	Date	Time	By
Created	04/30/2003	12:42 pm	Sanders, Paul
Authorized	04/30/2003		Sanders, Paul

Status: Authorized
 Trigger Date: 04/30/2003
 Due Date: Auto Cancel Date:

Event Type: RSFMO Resolved C&C Event Resolved C&C Event
 Premise: 4606484983 No order control east

Account: 4973463217 Moses, Edward K
 Service Person: 7322

Arrival Area Counts Against: 2

2nd Code: RSFMO Resolved Charge Amount:

SA Type	Description
ER-RS	4606484983, Meter 79650200T, 1RS1A, UB \$241.40

Event Comment:
 found reconnect with read of 30337
 #4 seal cut

Person/Arrangement Comment:
 Pay Arrangement:
 Permanent Info:
 No person info

Start Print Inbox CISP Sys D CISP Prime C&C C&C C&C

PEUCO-Bayonne, N. J.
EXHIBIT

 D

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For Rate Areas No. 1 and No. 3
Community, Town or City

JUN 2 - 1978

GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE

(continued)

3. SUPPLYING ELECTRIC SERVICE

(continued)

3.10 CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE: (continued)

substantially more than two hours, then, to the extent that the Company's system resources and facilities are available to serve a portion but not all of the less critical categories of its system electric loads under such coordinated plans, the Company will manually rotate service among such less critical categories of loads served directly from its system so as to limit the continuous period of interruption to such loads. Upon restoration of the operational integrity of the interconnected electric systems of which the Company's system is a part, the re-energizing of the Company's system or those parts upon which service has been curtailed, interrupted or suspended will proceed as rapidly as practicable, dependent upon the availability of generation and/or the stability of the interconnected electric systems.

3.11 RESTORATION OF SERVICE: In all cases of interruption or suspension of service, the Company will make reasonable efforts to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.

3.12 APPLICATION OF RATE SCHEDULE: Neither interruption nor suspension of electric service by the Company shall relieve the Customer from charges provided for in the Customer's service agreement.

3.13 DISCONTINUANCE OF ELECTRIC SERVICE: The Customer shall at all times observe and perform his obligations to the Company under his service agreement. The Company shall have the right to discontinue electric service to a Customer and remove its facilities or any portion thereof from the Customer's premises upon any default by the Customer of any provision thereof. The Company reserves the right, in addition to any and all other legal remedies, to refuse to reconnect electric service to any Customer disconnected hereunder until such default shall have been remedied by the Customer. Except in cases of (a) tampering in violation of Rule 4.10 hereof, (b) dangerous or disturbing uses in violation of Rule 4.05, or (c) an order or directive of the Commission or other governmental agency or court requiring the discontinuance of service, the Company shall give to the Customer written notice of its intention to discontinue such electric service. The contents of such notice shall be as determined by the Company, or as required by general order or rule of the Commission. Such notice shall be mailed to or served upon the Customer as may be provided for by general order or rule of the Commission or other applicable State law.

KCP&L FORM 81-101 (REV. 2/78)

EXHIBIT

DATE OF ISSUE AUTHORITY June 12 1978
month day year

DATE EFFECTIVE July 12 1978
month day year

ORDER NO 930
ISSUED BY L. C. Rasmussen
name of officer

Vice President
title

1330 Baltimore, Kansas City, Mo.
address

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For... Missouri Retail Service Area
Community

RECEIVED

**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

NOV 20 1996

(Continued)

MISSOURI

3. SUPPLYING ELECTRIC SERVICE

Public Service Commission (Continued)

KCPL Form 661H002 (Rev 6/94)

3.14 RECONNECTION OF ELECTRIC SERVICE: The Company may impose a reconnection charge as a condition precedent to the restoration of electric service to a Customer whose electric service has been discontinued for any reason whatsoever, including discontinuance at the request of the Customer. If electric service is discontinued for nonpayment by the Customer of any delinquent electric service bill, the Company shall not be required to restore electric service to the Customer until all such delinquent bills have been paid, together with any such reconnection charge, and the Customer shall have complied with the credit regulations of the Company.

3.15 REFUSAL TO SERVE: The Company may refuse to supply electric service to any customer who fails or refuses to comply with any provisions of any applicable law, general order or rule of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission. However, nothing in this Rule 3.15 shall be construed as a reason for discrimination against a customer or applicant for service for exercising any right granted by 4 CSR 240-13, Utility Billing Practices.

3.16 PROPERTY OF THE COMPANY: All facilities furnished and installed by the Company on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of electric service to the Customer for any reason.

3.17 LIABILITY OF COMPANY: The Company will use reasonable diligence to supply continuous electric service to the Customer but does not guarantee the supply of electric service against irregularities and interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) on account of fluctuations, interruptions in, or curtailment of electric service, or for any delivery delay, breakdown, or failure of or damage to facilities, an electric disturbance originating on or transmitted through electric systems with which the Company's system is interconnected, act of God or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority.

4. TAKING ELECTRIC SERVICE

4.01 CUSTOMER'S INSTALLATION: Any and all wiring, appliance or equipment required to transform, control, regulate or utilize beyond the point of delivery the electric service supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of, the Customer.

FILED

JAN 11 1997

DATE OF ISSUE November 20, 1996
month day year

JAN 11 1997

ISSUED BY S. W. Catron Vice President
name of officer address 1201 Walnut, Kansas City, Mo.

MO. PUBLIC SERVICE COMM

EXHIBIT

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For...Rate Area No. 1-Urban Area & Community, Town or City

.....Rate Area No. 3-Suburban Area

GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

RECEIVED (Continued)

MAR 31 1995

8. BILLING AND PAYMENT (Continued)

MISSOURI Public Service Commission

8.03 DEFAULT:

Failure of the Customer to pay any amount due the Company under the Customer's service agreement in the full amount due before the same becomes delinquent shall constitute a default by the Customer in his service agreement. The Customer's obligation to pay the amount due the Company under the Customer's service agreement shall be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company, other than amounts due the Company under the Customer's service agreement, shall not constitute a default justifying discontinuance of electric service under Rule 3.13 and the failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefor shall not justify failure by the Customer to pay the amount due the Company under the Customer's service agreement nor prevent default by the Customer.

8.04 MAILING BILLS:

Normally bills will be sent by mail; however, the Company reserves the right to deliver bills. The non-receipt of a bill by a customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

8.05 RECONNECTION CHARGE:

If electric service is disconnected for violation of any provision of the Customer's service agreement, a charge may be made by the Company to cover its cost of disconnecting and reconnecting the Company facilities before electric service will be resumed.

8.06 PARTIAL PAYMENT:

If a partial payment is made on a billing including only current charges, the Company shall first credit all payments to the balance outstanding for electric charges before crediting a deposit. If a partial payment is made on a billing which includes a previous balance, the Company will credit all payments first to previous electric charges, then to previous deposit charges before applying any payment to current charges. (This section contains a variance from Rule 4 CSR 240-13.020(11) per Commission order in case No. EO-95-117.)

FILED

MAY 5 1995 95-117

MO. PUBLIC SERVICE COMM

DATE OF ISSUE March 31, 1995 DATE EFFECTIVE May 5, 1995

ISSUED BY S. W. Cattron Vice President 1201 Walnut, Kansas City, Mo.

KCPL Form 661H002 (Rev 6/94)



KANSAS CITY POWER & LIGHT COMPANY
Name of Issuing Corporation or Municipality

For Rate Areas No. 1 and No. 3
Community, Town or City

RECEIVED

GENERAL RULES & REGULATIONS
APPLYING TO ELECTRIC SERVICE (continued)

MAR 8 1989

6. METERING (continued) Public Service Commission

6.05 METER SEALS: Seals will be placed by the Company on all meters and meter enclosures. Such seals shall not be broken or disturbed by any person other than persons authorized by the Company or by law.

6.06 ESTIMATED BILLING DUE TO UNREAD METERS: If, due to circumstances or conditions beyond the control of the Company or if it is otherwise impractical for the Company to read the meter on a scheduled meter reading day, the Company may, at its discretion, deliver to the premises of the Customer a business reply card with instructions thereon as to how the Customer shall read the meter and mail the information to the Company. In any event if no meter reading is obtained in time for billing as scheduled, then subject to 4 C.S.R. 240-13.020, the Company shall render an "estimated bill" based on usage as estimated by the Company. Estimated bills shall be adjusted in the next subsequent billing based upon a reading of the meter by the Company.

6.07 ACCURACY AND TESTS: The accuracy and testing of the Company's meters shall be in accordance with the general orders of the Commission applying thereto.

6.08 EVIDENCE OF CONSUMPTION: The registration of the Company's meters will be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by the Customer.

KCPL Form 66TH002 (Rev 4/88)

FILED

MAR 10 1989

Public Service Commission

DATE OF ISSUE March 8, 1989
month day year

DATE EFFECTIVE April 9, 1989
month day year

ISSUED BY B. J. Beaudoin Vice President 1330 Baltimore, Kansas City, Mo.
name of officer



KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For Rate Areas No. 1 and No. 3

Community, Town or City

JUN 4 - 1978

**GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE**

(continued)

4. TAKING ELECTRIC SERVICE

(continued)

4.09 PROTECTION OF COMPANY'S PROPERTY: The Customer at all times shall protect the property of the Company on the premises of the Customer and shall permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open or otherwise handle the wires, meters or other facilities of the Company. In case of loss or damage to the property of the Company on account of any carelessness, neglect or misuse by the Customer, any member of his family, or his agents, servants or employees, the Customer shall, at the request of the Company, pay to the Company the cost of any necessary repairs or replacements of such facilities or the value of such facilities.

4.10 TAMPERING WITH COMPANY FACILITIES: The Company may discontinue service to a Customer and remove its facilities from the Customer's premises, without notice, in case evidence is found that any portion of the Company's facilities has been tampered with in such manner that the Customer may have received unmetered service. In such event the Company may require the Customer to pay for such amount of electric service as the Company may estimate, from available information, to have been used but not registered by the Company's meter and to increase the amount of his cash deposit or indemnity bond or other credit arrangement before electric service is restored; and, in addition thereto, the Customer shall be required to bear all costs incurred by the Company for such protective equipment as, in the judgment of the Company, may be necessary.

4.11 ATTACHMENTS TO COMPANY'S FACILITIES: Except upon prior written consent of the Company, no person shall attach anything of any kind or nature to the electric facilities of the Company wherever located and the Company reserves the right to remove forthwith and without notice any unauthorized attachment to its facilities.

4.12 INDEMNITY TO COMPANY: The Customer shall indemnify, save harmless and defend the Company against all claims, demands, cost or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the Customer at or on the Customer's side of the point of delivery.

**ELECTRIC AUTHORITY
ELECTRIC AUTHORITY
ORDER NO 930
ORDER NO 930**

FILED
JUN 12 1978

DATE OF ISSUE June 2 1978
month day year

DATE EFFECTIVE July 12 1978
month day year

ISSUED BY I. C. Rasmussen
name of officer

Vice President
title

1330 Baltimore, Kansas City, Mo.
address

KCPL FORM 81-101 (REV. 2/78)

EXHIBIT

Missouri Revised Statutes

Chapter 569 Robbery, Arson, Burglary and Related Offenses Section 569.090

August 28, 2002

Tampering in the second degree.

569.090. 1. A person commits the crime of tampering in the second degree if he:

- (1) Tamper with property of another for the purpose of causing substantial inconvenience to that person or to another; or
- (2) Unlawfully rides in or upon another's automobile, airplane, motorcycle, motorboat or other motor-propelled vehicle; or
- (3) Tamper or makes connection with property of a utility; or
- (4) Tamper with, or causes to be tampered with, any meter or other property of an electric, gas, steam or water utility, the effect of which tampering is either:
 - (a) To prevent the proper measuring of electric, gas, steam or water service; or
 - (b) To permit the diversion of any electric, gas, steam or water service.

2. In any prosecution under subdivision (4) of subsection 1, proof that a meter or any other property of a utility has been tampered with, and the person or persons accused received the use or direct benefit of the electric, gas, steam or water service, with one or more of the effects described in subdivision (4) of subsection 1, shall be sufficient to support an inference which the trial court may submit to the trier of fact, from which the trier of fact may conclude that there has been a violation of such subdivision by the person or persons who use or receive the direct benefit of the electric, gas, steam or water service.

3. Tampering in the second degree is a class A misdemeanor unless committed as a second or subsequent violation of subdivision (4) of subsection 1, in which case it is a class D felony.

(L. 1977 S.B. 60, A.L. 1982 H.B. 1454, et al., A.L. 1986 S.B. 672)

CROSS REFERENCES: Civil action for ethnic intimidation, RSMo 537.523 Violation of this section may also be ethnic intimidation, RSMo 574.093

