

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

Hall Holdings, LLC	)	
	)	
	)	
Complainant,	)	
	)	
v.	)	<b>Case No. EC-2006-_____</b>
	)	
Empire District Electric Company	)	
	)	
Respondent.	)	
	)	

**FORMAL COMPLAINT**  
**AND**  
**MOTION FOR EXPEDITED TREATMENT**

COMES NOW Complainant Hall Holdings, LLC, and pursuant to Section 386.390 RSMo. and 4 CSR 240-2.070 of the Commission’s Rules of Practice and Procedure, submits its Complaint against Empire District Electric Company along with its Motion for Expedited Treatment, as follows:

1. Hall Holdings, LLC (“Hall Holdings”) is a business that owns and operates the MGH Performing Arts Center f/k/a the Glen Campbell Theater (“Performing Arts Center”), located at 464 North State Highway 248, Branson, Missouri . The Commerce Trust Company (“Commerce Trust Company”) and John D. Schaperkotter are co-trustees of the Melvin G. Hall Trust, which is the sole member of Hall Holdings.

Communications with the Complainant in this matter should be directed to the following addresses:

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2. Empire District Electric Company (“Empire”) is an “electrical corporation” and a “public utility” as those terms are defined in Section 386.020 RSMo. Empire’s address is 602 Joplin St., Joplin, Missouri 64802 and it is subject to the jurisdiction, regulation, and supervision of the Missouri Public Service Commission (“Commission”) pursuant to Chapters 386 and 393. Empire provides electric service within an area in Missouri certificated to it by the Commission, an area which includes the Performing Arts Center.

3. On or about April 1, 2005, Hall Holdings entered into a lease with DG Realty, LLC (“DG Realty”) for the lease of the Performing Arts Center. Among other things, the lease required DG Realty to be responsible for its own utility charges, including electric service through Empire. In accordance with the lease, DG Realty applied for service through Empire and Hall Holdings terminated the service that it had with Empire at that

time. On or about April 15, 2006, DG Realty vacated the Performing Arts Center and terminated its electric service through Empire. On April 12th, 2005, Hall Holdings submitted an application to Empire, re-applying for electric service in advance of DG Realty vacating, attempting to minimize any gap in service and offering to pay an agreed upon deposit.

4. However, Empire refused to transfer service unless Hall Holdings paid a \$31,604.38 debt incurred by another entity at another location. Service was terminated as a result of the dispute. Empire continues to maintain that it will not restore service unless Hall Holdings pays the \$31,604.38 debt which was not incurred by Hall Holdings and for which Hall Holdings received no substantial benefit.

This separate debt was apparently incurred by the owners of the Branson Inn motel property during 2003. Hall Holdings has never held title to the Branson Inn motel property and has received no benefit (much less a “substantial benefit”) from the electrical service provided to that location for the time period in which it was incurred.

Apparently, Empire has been confused by the transfer of ownership of other nearby properties. To the best knowledge of Complainant, several properties, including the Branson Inn, were sold in June 2000 by Melvin G. Hall to an entity doing business as Forever Country Theaters, Inc. The majority owner of Forever Country Theaters, Inc. and its successor, Branson City Limits, Inc., was Dennis Weaver. These are the entities most likely responsible for the debt that Empire wants Hall Holdings to pay.

In 2003, some of the properties (including a restaurant and two theaters) that were owned by Mr. Weaver’s companies and which were located nearby the Branson

Inn were foreclosed upon and became the property of Hall Holdings. However, Hall Holdings did *not* foreclose upon the Branson Inn.

4. Hall Holdings has been attempting to resolve this dispute in writing and on the telephone with Empire for several months, but to no avail. Hall Holdings believes that it has a right to have electrical service connected to the Performing Arts Center upon the payment of a reasonable deposit. On April 14, 2006, Hall Holdings applied for service and was told by Empire customer service representative Janie Johnson that a deposit of \$12,000 was an adequate deposit for this property. Subsequently, Hall Holdings was told that a deposit of \$24,025 would now be required, plus a \$31,604.38 debt incurred by the Branson Inn, before service would be restored to the Performing Arts Center.

5. On May 9, 2006, Hall Holdings submitted an informal complaint with the Commission (#C200609512) and the Commission Staff contacted Empire requesting a seven day response. Unfortunately, Empire was unwilling to consider any settlement.

6. Empire's refusal to restore service to the Performing Arts Center violates Empire's own tariff—PSC Mo. No. 5, Sec. 5 3<sup>rd</sup> Revised Sheet No. 7 and its statutory obligation to serve each of its customers in a non-discriminatory manner.

Missouri law is clear that service may not be denied to any customer for the nonpayment of arrears due from another customer without proof of substantial benefit related to the arrears. Imperial Utility v. Borgmann, 664 S.W.2d 215 (Mo. App. 1984).

The Commission's Denial of Service Rule, 4 CSR 240-13.035(2)(B), places the burden upon the utility to show that an applicant for residential service received substantial benefit and use of the service incurred by the bill of another customer before that bill must be paid as a condition for new service. Complainant believes that Empire

should bear the same burden when attempting to deny service to its commercial service customers.

7. Complainant urges the Commission, pursuant to 4 CSR 240-2.080(16), to grant review of this Complaint on an expedited basis, and to order service to be restored immediately to the Performing Arts Center, at least on an interim basis, pending a final ruling on the proper amount that may be charged to Empire for electrical service received by another entity at another location.

The Performing Arts Center is currently vacant and is protected by burglar alarms and fire alarms which require electric service in order to function correctly. The Performing Arts Center (f/k/a the Glen Campbell Theater) is an extremely valuable property with considerable historic value to the Branson community and to the state of Missouri. Significant harm would accrue to this property if fire, theft, or vandalism were to occur as a result of inoperative alarms. Complainant believes that this property should be protected from harm while the dispute in question is resolved. This is a matter of public safety and time is of the essence.

No negative effect or hardship will result from the Commission ordering Empire to restore service to the Performing Arts Center pending the outcome of this case, or by ordering a prehearing conference to take place in this matter within a week. The parties to this dispute are familiar with the facts and each side has retained attorneys to handle this matter.

WHEREFORE, Hall Holdings respectfully requests that the Commission find that the public interest requires: 1) that Empire be ordered to expeditiously restore electrical service to the Performing Arts Center, upon submittal of a \$12,000 deposit, and to



