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ATTENTION PSC Tribunal EC-2026-0150 DATE 2/1/2026

COMPANY Elizabeth Peterson Complainant FAX # 573-526-1500

From: Elizabeth Total pages, including cover sheet 16

Message:

Motion to Squash Opposing Counsel's Motion to Dismiss
Unlaw Regulatory Petition Case 0X-2025-0180

EC-2026-0150

Elizabeth Peterson v Liberty Electric

Motion to Squash Opposing
Counsels Liteny List per

UnLawful Regulatory Petition

Case 0X-2026-0180

C-therein U.S. Code Violations

To continue to Address the Liteny List

object #9 Motion to Strike as inadmissible

NOL: Tresspass Liability with UnSafe unLaw Meter

object #9 Rsmo 393,160 #3, #5

CEP vs. CPUC Rsmo chapters 386 & 393

Universal Citation MO Rev STAT ss. 213.065

Title XII Publiz Health & Welfare chpt 23

~~Q~~ EHT US FCC

Section A pgs. 1-5 ^{address} above citations

Section B pgs. 1-3 Liability of Tresspass

Section C pgs 1-3 ^{to} No state Immunity
on Health Harm injury

Pg. 2 CEP vs. CPUC

Pg. 3 universal Citation

MO Rev Statss 213.065

Title XII Publiz Health

Section 'D' pgs 1-3 Section 393,160 Welfare

Objections to lityeny list of Opposing Counsel motion to squash per case citations below*

* **OX-2026-0180** Pettion to amend Adanced Meter Regulatory in FULL SCOPE ; inclusive

* **OX-2026-0045** EMRS expert report on Advanced meter (I have refrained from innandate to this CASE any submisslons from petition case OX-2026-0180)

#9 Motion to strike illegally obtained "testing" of Analog Meter as "inadmissible evidence" Tresspass notice of liability enclosed and signed

"IF" my objection to strike is overruled then motion to address Opposing Council's item #9

Item #9 remedy can be prescribed if necessary on the Part of PSC's own initiatives IF Judge should determine that it is actually meritous to address the claims #9 by Opposing Counsel.

A fix if actually determined to be investigated by PSC would present that the ANALOG meter's oversight would belong immediately to PSC who would infact use thier Initiatives to work directly with the Consumer working in an independent arrangement estranged from the PARTY of the VENDOR who has brought us all here to this juncture to pose the threat of HEALTH vs. a slight delay in the speed of the meter??? But, if ALJ Judge allows the Vendor to dictate that something must be done. Then the remedy with the ANALOG in question would be as prescribed with Consumer's behalf to locate the correct ANALOG replacement or to repair it. RSMo 393.160 #3 PSC can by PSC's own independent initiative upon #5 Consumer can request to appoint PSC to fix or approve a replacement meter that is suitable to the Consumer's applicable Safety needs per under rule #6 whereby The Commission may "prescribe" any provisions in this section to fix upon resonable charges if necessary upon Consumer complaint. To prescribe any provisions as necessary.... I'm sure the Vendor's in other states who are ADA compliant have suppliers so I will work soley with PSC Judge toward the goal of intervention if needs be in this emergency situation that the VENDOR has presented as their right to rectify. So, via PSC initiatives to acquire the ANALOG maintenance and handling thereof and replace if the ALJ Judge deems all of this is necessary. This enitire case which Staff has felt overwhelmed by It does revolve around the apeasement to the Vendor's demand to replace or else! So, as to my end as the Consumer my Analog meter is fully functional and I do not wish to replace it.

* **CEP vs. CPUC: For MO the simillar Codes would be RSMo Chapters 386 and 393**

Additionally the Universal Citation MO Rev STAT ss 213.065 (2024)

Title XII Public Health and Welfare

Chapter 213

c- attachments in this item's submit for further clarifications

Due to EMRS Expert report EMF that provided the actual science @ hearing OX-2026-0045 the stance of Liberty is disqualified per any claim by Liberty promotes through Regulatory remarks in regard to their Advanced non RF Meter. Said Meter is not qualified as Health safe for Consumer and by science Expert it was also defined that said model does in fact communicate and that is a contradiction to statutory that Liberty is citing. The ambiguity of terms loosely used such as non AMI by Liberty is Inconclusive and reflects once again to the negligence by Liberty to own up to the science on said meter. Administrative Case litigation brought by the Public for unlawful Regulatory in amend Petition OX--2026-0180 will also squash the list of opposing Council's claims to uphold the current Unlawful Regulatory.

Motion to strike for submission is reiterated now and was stated at preliminary due to the illegal entry means by which Liberty performed said "testing" which was not acquired with Consumer consent. *If needs be that can be addressed in evidentiary*

Again the ENTIRETY of this my claim as Complainant is due to the passive aggressive Vendor Liberty who sought to phase out ANALOG meters informed me at my front door impromptu and when I stated they had no jurisdiction to phase out my established preexisting service plan as CLEAN ENERGY per clean meter ANALOG. Liberty dashed to the back insisting they held immediate right to their meter and therefore could test my ANALOG regardless of my consent.

My rendering to Tribunal is a counter claim to their CLAIM per in that Liberty has perpetrated upon my rights of pre-existing conditionals as #1 an established service for clean and health safe equipment. #2 My claim is a counter claim to their attempt to degrade without my consent that they will invade upon my established conditional of quality clean energy with their Advanced type said equipment that will degrade my quality of service. #3 Liberty cannot degrade per invade of Advanced non RF meter to perpetrate that without my consent they hold no right that can remove my Consumer consent #4 to degrade change my service per said meter as a invade to toxic emit of D.E. dirty electricity quality the cannot override the contingency of my right as the party in good stead with a preexisting conditional to maintain my established line of Clean energy service is bound to my type of existing ANALOG meter. #5 To invade that service line upon my easement with equipment that inject transients as D.E. dirty electricity which subsequently will cause injury health harm EMF ELF would firstly require my Consent as the party of biological entity inside the dwelling as it will my causation of association of environment created by the said meter inflict EMF ELF upon my bodily person.

The formula of this case was an assault upon my established preexisting conditional of service as it is one established upon a CLEAN energy Service line. Liberty has yet to cite where any law would allow them to phase out my type of clean energy equipment Analog meter as the sole clean energy meter. Analog has been proven for my entire generation as SAFE from health harm. The scarcity of the item falls back on the PSC amend and subsequently use of enforcement upon the Vendor to require manufacturers to supply SAFE equipment.

The Advanced meters SMPS (s) are a type of mother board circuitry that create transients which is the culprit part producing the transients as Dirty Power. The new car manufacturer's were just informed that

they can no longer legally install LED headlights. The health hazards caused death toll and accidents as the unsafe equipment can no way be propagated upon Consumers. The "industry" in that example will have to get Vendor's like Ford etcl to enforce upon thier manufacturers as suppliers *to return to producing the traditional safe (non LED) headlights*. Can the car manufacturer's change the title of LED headlights to TRADITIONAL HEADLIGHT's? No they cannot. So, why has PSC allowed it's regulatory on Advanced meter's to be incorrectly changed by Vendor's to include that a TRADITIONAL METER as in non-mechanical non digital why or why has PSC put into statutory that an Advanced non RF meter is somehow now in a category of a **TRADITIONAL METER** please go to my Petition CASE.

The alarming rate at which HHS Secretary Bobby Kennedy's investigation into 5G and cell phone EMF is manifesting since our recent Tribunal preliminary has caused that in fact certain phrases cannot be stated anymore in the internet and must be scrubbed. I.E. the misinformation that cell phones are safe and not dangerous derives from EMF health concerns. In so much that non RF Advanced meters are approx. 20-40 times stronger EMF ELF than a cell phone's EMF RF. The ratio of Advanced meter toxic emit via the transients as the D.E.; Dirty elctricity location portal at the entry of power line entering the dwelling is by context vital to revolve this case matter around.

I understand PSC staff Attorneys wanted to arrive to foregone conclusions that Advanced meters seem to be safe, but "if" Staff continues to state that word SAFE in context with said meter's that continuance on their part would be grounds for lawsuit. This is due to case EHT vs. FCC In fact such statements would be considered worthy of grounds for an additional lawsuit as the Judge on that matter already declared and admitted 11,000 white papers whereby the Judge's decesions holds that in fact current FCC safety regulatory in regard to EMF testing is invalid. This case held relevance to all types of EMF and to all advanced meters.

I cannot speak for why FCC Regulatory is *still functioning as dysfunctional regulatory*, but perhpas that is what Bobby Kennedy is about to correct. I can however, speak for state PSC Regulatory in regards to current *functioning as dysfunctional regulatory* and show that is unlawful per my Petition Case aforementioned. The cruxt of what I present is a long standing battle with the VENDORS who are intent upon making scarcity and then extinguishing Consumer rights of consent that require Vendor's to get SAFEANALOG's back into production. Instead, Vendor's are in continuance of unlawful proprigating of a type of unlawful assumption that is an attempt of eliminating Consumer consent. The role of FAIR COMPETITION is also being violated by Vendors as with MO at large a Monolopy based Electric Vendor Utility Industry. But, Consumer free choice of ANALOG is an additional legal position that is already being pursued at SCOTUS as we speak.

I will gladly participate in an any additional Conferences online. I have yet to hear opposing counsel assert that Advanced non RF meters are safe and that they do not create dirty electricity and result in health harm injury from EMF ELF.

I have refrained from Innandate this CASE by submitting in the entire petition case OX-2026-0180

Current MO PSC Regulatory that is illegally in continuance of permissively that by activities by Energy

Utility Vendors in this case matter Electric Vendors do not have preexisting Customer's as Consumers consent to invade their current service lines with sharing the same lines with Commercial sector prospective Customers whose business's inject mass SMPs as pollution injection. Vendor (s) are taking the existing Consumer's lines from clean energy to dirty energy without the preexisting conditional's Consumer's consent.

<https://efis.psc.mo.gov/Case/Display/102723> U.S. Code violations

CASE MATTER OX-2026-0180 applicable to ANALOG preservation for Health and Safe Clean energy services: PSC Regulatory "at this time is unlaw so for Tribunal Staff Attorneys or Opposing counsel to utilize it with the Tribunal Judge is questionable at best. PSC Regulatory lacks authority as it is currently dishonorable as it is in continuance of permissively Regulatory contracts that by many ambiguities and false science adhere to condone that the Vendor can use dangerous equipment and degrade Consumer Energy from clean to dirty. The Regulatory as it stands is an obstruction to justice. The Vendor in this particular case matter is required to get Consumer CONSENT. Consumer's do not have to consent to invade of non RF Advanced meters as they inject toxic emit and render degrade in Service Quality: from Clean to Dirty Power invade per integral service lines: equipment changes, are illegal without Consumer consent.

In regard to the Motion to Dismiss and to the relevance of prior #No. points by Opposing Counsel I will name just a few specific contentions of rebuttle

Item #7 in regard to ADA Jurisdiction that was answered already in Item Case Submission numerous references but one specific I will cite as I know that opposing Counsel has not read the submissions I turn in. ITEM #13 which answers ADA Topic on Pg. B #1 The currently liscenced Attorney personally drew up and submitted to me to provide as an EXPERT UTILTIY ATTORNEY which he have upon my request his COST ANYALYSIS and offered to directly answer any LEGAL QUERIES in regard as to why CA has already 10 years ago thier Utility Industry Commission surrendered to the CASE that was presented directly to the CA Commissioner's in regard that this exact same ATTORNEY's case evidenced that if they were to have Advanced meters they would also have to have ANALOG meters per ADA Federal Compliance for health concern of those not wishing to become disabled from EMF as well as those already disabled who do not wish to be made sicker. The CA Attorney could be web ex'd in I suppose to appear as an EXPERT witness to ADA violations at STATE LEVEL utility Commissions per improper unlawful REGULATORY.

That could be vialbe per another Conference meeting and the ATTORNEY from a CA Advocacy group against EMF's he could site the exacts of the original CASE which I can also cite here quickly CEP vs. CPUC This was presented to an Administrative Law Judge per the OPT Rules were out of Compliance with ADA. The ALJ was able to pursue the corrections thru Regulatory remedy.

CEP vs. CPUC

For MO the simlllar Codes would be RSMo Chapters 386 and 393

Additionally the Universal Citation MO Rev STAT ss 213.065 (2024)

Title XII Public Health and Welfare

Chapter 213

c- attatchements in this item's submit for further clarifications

I will of course need much more time to strike objections to each and every single lteny of the LIST rendered by Opposing Counsel.

But, again since I have brought the SCIENCE and since opposing counsel has not be able do discredit the SCIENCE that I brought then on revelance of HEALTH and these non RF Advanced Meters the existing Regulatory is not ample it is not reflecting or adhering to the SCIENCE that I have brought and am willing to bring those white papers which will innandate this case load. Which is why I am trying to just get one speck of SCIENCE rebuttle out of Opposing Counsel and which he has not discredited the SCIENCE that ALL Advanced meter's including the non RF Advanced meter's carry transcients as D.E.; Dirty Electricty and therefore is also why Consumer consent is the revolving role In this entirly of the Regulatory that must be ascertained and rendered to the forefront as It already prohibits that Opposing Counsel's Monopoly Vendor can invade our easement by removing our SAFE EQUIPMENT which is a much more meritous concept of concern as HEALTH of Consumer is the role of PSC to provide us with safe services in this Utility Industry in our state as Consumers.

(Note: delete all italic placeholders.)

FROM: Elizabeth Peterson Party/221 Euclid Ave, Joplin, MO
(name, address, utility account #) Account # 20001663958

TO: Liberty Electric in conjunction with Regulating Party, PSC
(utility company top policy-making officer name, title & address)

(date) 2/1/2026

NOTICE OF LIABILITY FOR TRESPASS WITH UNSAFE AND UNLAWFUL METERING

Dear (CEO name),

It is common knowledge and fully supported by evidence, peer reviewed and published research, science and facts that "Advanced" utility meters including all electronic utility meters and all utility meters which contain any digital or electronic components whatsoever:

- * 1. Are fire hazards due to lack of surge protectors in violation of necessary standards for utility meters.
- * 2. Cannot withstand typical grid surges.
- * 3. Cause damage to, or destroy, homes, lives and structures when damaged by grid surges.
- * 4. Emit biologically harmful "pulsed" EMF radiation continually (whether transmitting data or not).
- 5. Create and collect personal data of private activities in the home in violation of law.
- 6. Allow sharing of data of personal living habits with utility personnel and others without authorization of the property owner and occupants.
- 7. Fatally disrupt and disable medical devices such as Pacemakers.
- * 8. Cause wasted electricity and health-damaging transients by the improper placement and use of a of a switch mode power supply within the utility meter.
- * 9. Cause heating and antenna effects upon any metal body implants which damage body tissues.
- * 10. Cause damage to health and life by placing high-energy radio transmitters in close proximity to human living spaces.
- * 11. Represent excess equipment costs with more expensive meters and represent more frequent replacement of the more expensive meters, all of which costs will be passed on to ratepayers via excess and unnecessary charges when this alternate "advanced" metering is unnecessary.
- * 12. Represent unnecessary higher service costs in the processing and storing of data collected and general maintenance of the wireless grid network.
- 13. Represent unlawful invasion of privacy by the harvest and exploitation of databases of information about the personal and private activities inside the home without the consent of the owners, occupants and guests (4th Am. BOR).

The above violations and abuses cannot be authorized by any lawful easement contract and represents unlawful and highly dangerous trespass on our property for which major liabilities will arise for which you are fully and personally responsible as authorizing and administering the policies which brought about and/or maintain the trespass and hazards. We, as utility customers, hereby do not consent to assume such hazards and damages as a condition of receiving electric service or as a means of extortion of additional service payments from us in return for safe, lawful and reliable metering which has been provided for many decades without any such penalty charges, without service problems, without transients, without fires, without RF radiation and without surveillance by the safe and lawful utilization of electromechanical utility meters.

NOTICE OF TERMS AND CONDITIONS

Your service must be safe and lawful, and is not safe and lawful if you are putting electronic utility meters on homes. The laws you are violating by installing electronic utility meters on private homes and businesses without consent and full disclosure are, in general, Public Endangerment, Trespass, Extortion, Fraud, Assault, Arson and FCC regulations requiring consent of property owners for installation of radio transmitters. In light of those violations and the hazards and harm they cause, you must provide, within 21 days of this delivery, record of insurance naming me, your account holder, as

beneficiary in order to provide full and speedy remedy, reimbursement and penalties for all hazards and harm listed above and any others that may arise. Absent such insurance, you are agreeing by the installation of any electronic utility meter to personally and promptly pay all claims and satisfy all demands which may arise from the dangers, nuisances, damages and harm that may be caused by any such electronic utility meter and you are agreeing that the the above list is generally true and represents intentional hazard and harm perpetrated upon any utility customer who receives an installed electronic utility meter.

PJB 2 of 3

You may avoid this liability by permanently installing, at no charge, penalty or assessment, a safe and lawful fully electromechanical meter to record our utility service usage on a coarse monthly basis. Any claim that electromechanical meters are "not available" is false. The simple issue of a purchase order to a meter manufacturer will provide unlimited supply. If you refuse or fail to provide or allow safe, reliable and lawful electromechanical metering timely, we require full bonding, insurance and assurance of liability for all hazards listed above and any hazards not yet anticipated caused by electronic metering. That insurance or assumption of liability and responsibility must include your providing a name and address of a fully responsible and liable party where our claims may be filed and paid **WITHOUT HESITATION OR QUESTION** to remedy any real or perceived harm, injury, loss, damage or violation of rights caused by the above described electronic utility metering hazards, defects and offensive features and functions. If you do not provide that timely, then you and all other top policy-making officers of your organization are fully liable for all risks, violations, hazards and harm described above.

In summary:

YOU ARE HEREBY NOTICED THAT YOU ARE PERSONALLY CAUSING HARM AND DAMAGE WITH YOUR NON-CONSENSUAL METERING DEVICES AND PROGRAMS, AND YOU ARE FULLY AND PERSONALLY LIABLE FOR ALL CONSEQUENCES OF THAT METERING POLICY IF YOU FAIL TO CEASE AND DESIST THE ABOVE HAZARDS AND VIOLATIONS IMMEDIATELY.

If, having failed to provide the safe and lawful metering described above, you additionally fail or refuse to provide the above assurance of liability and responsibility requested herein timely you will be in default and fully and **personally accountable, liable and responsible** for all consequences, damages, harm, injuries, losses, violations of rights, trespass, bad faith, negligence, nuisance, and malice. Your failure to timely provide insurance, bonding and claim information described above is your agreement to personally pay for all claims as described above. You will also, by any failure or refusal to provide insurance and claim contacts described above, be putting up and offering you and your company's resources for prompt and uncontested settlement of our claims whenever they may be submitted for any incident where damages occur.

Any failure to pay any our claim/s within 30 days of delivery will obligate you to pay all collection costs, legal costs and expenses, court fees and all incidental costs and expenses we may find necessary to secure settlement and collection of our claims.

We recommend providing contacts to us of your insurance carrier and providing the wording of your policy/s immediately. Any policy that is not provided and/or does not clearly provide the protection requested will be default of this notice and obligation.

Because electronic meters represent numerous hazards, violations and potential damages, you are liable for major penalties claims for simply installing a working electronic utility on our property regardless of any tangible damage caused.

This notice and all terms, conditions, declarations and representations herein are superior to and supplant any and all content in easement contracts that may have been established, proposed or presumed. Herein are the terms under which your company may lawfully provide electric service. Any contrary terms are unlawful and unenforceable and will cause you personally and your company major penalty. We have made no unreasonable demand and may not be refused or penalized for requiring safe and lawful entry and occupation of our property.

This notice does not, and may not be construed to be a refusal of any kind of metering or violation of any easement or terms of service. It is simply requirement for the necessary insurance to mitigate the risks and harm you are causing.

All terms and conditions above automatically take effect upon your default on the above conditions and terms. However, a simple denial of this requirement and notice is insufficient because the hazards are

serious, real and confirmed by overwhelming evidence and you are responsible for causing those hazards and violations. If you do not timely rebut, with fact, law and evidence, our allegations of unlawful trespass of fire hazard, radiation emission, transient causation and unlawful surveillance, all representations, claims, declarations, terms and conditions put forth herein will be effective as contract and obligation against you. Bullying and threats of denial of service, penalties and "consequences" are not valid rebuttal to our allegations and serve only to expose your malfeasance and failure of responsibility.

PJ.B 3 of 3

Any rebuttal to this notice must be submitted to us timely. Timely means prior to installation of electronic metering or, if electronic metering is installed, within 21 days of delivery of this notice. Urgency dictates that no "grace" period will be allowed beyond 21 days from this delivery other than reasonable time for mail delivery. Failure to respond in writing and with supported rebuttal within 21 days constitutes full and final default by you, agreement to all terms, conditions and representations herein by you, your company and agents. If you require up to 15 additional days to respond you may request that in writing prior to default. We will determine if your metering activities and policies will allow the extension and we will notify you in writing if extension is granted.

This Notice supersedes and replaces all prior agreements, clauses, contracts and easements which conflict with any point herein.

Notice to principal is notice to agent and notice to agent is notice to principal. This is an adhesion contract with full effective power and effect by default.

Sincerely,
(signature)
(printed name)



Elizabeth Peterson

The CPUC cannot order opt-out fees and charges without adding free access to opting out as well as any other needed modifications in policies, practices, and procedures to accommodate disabled individuals and those with medical conditions, as the CPUC must be in compliance with the ADA, Section 453, the CA Public Utility Code, and other discrimination laws as a state agency. The Investor Owned Utilities (IOU)s must also comply with the ADA, Section 453, the CA Public Utility Code, and all federal and state discrimination laws, as California corporations providing public utilities and quite notably, with federal funding. CEP further asserts that CA Public Utility Code Section 453 forbids prejudice and disadvantage, which these opt-out fees clearly violate for the non-disabled as well as the disabled. CEP calls for the solution to be no opt-out fees or extra costs with an analog opt-out for any customers indefinitely, which is what the state of Vermont has successfully instituted. Further, CEP calls for any additional modifications to meet the needs of disabled individuals, such as the establishment of a "zone of safety".

It is imperative to note that state immunity², in terms of liability, is specifically unavailable for these types of violations. Further, CA Government Code Section 12948 states: "It is an unlawful practice under this part for a person to deny or to aid, incite, or conspire in the denial of the rights created by Section 51 of the Civil Code." CEP asserts that the CPUC may appear to be violating Section 51 by refusing to acknowledge and take into consideration health and medical conditions or disabilities which may impact reasons to opt-out.

1. Does an opt-out fee, which is assessed on every residential customer who elects to not have a wireless smart meter installed in his/her location, violate the Americans with Disabilities Act or Pub. Util. Code § 453(b)?

CEP believes that people who are disabled within the meaning of the ADA³ are protected by the ADA from being adversely affected by CPUC orders if those orders prevent the disabled

² 28 CFR 35.178

³ Qualified individual with a disability means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity. Disability means, with respect to an

07-05-12
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Application 11-03-014
(Filed March 24, 2011)

Application 11-03-015
Application 11-07-020

Application of Pacific Gas and Electric Company for approval of Modifications to its SmartMeter™ Program and Increased Revenue Requirements to Recover the Costs of the Modifications (U39M).

And Related Matters.

OPENING BRIEF OF CENTER FOR ELECTROSMOG PREVENTION ON SMART METER OPT OUT RESTRICTIONS IMPOSED BY AMERICANS WITH DISABILITIES ACT OR CALIFORNIA PUBLIC UTILITIES CODE 453(B)

Pursuant to Rule 13.11 of the California Public Utilities Commission (CPUC, or Commission) Rules of Practice and Procedure, the Center for Electromog Prevention (CEP) is filing this opening brief pursuant to the schedule set by Assigned Commissioner's Ruling Amending Scope of Proceeding to Add a Second Phase issued on June 8, 2012, and the extension provided by the assigned Administrative Law Judge on June 27, 2012. The issues addressed by this brief include the Americans with Disabilities Act (ADA) or California Public Utilities code 453(b) (Section 453) limitations on Opt-out Fees and the CPUC's ability to adopt Opt-Out fees for residential customers with a disability and/or a medical condition who need an analog meter for related reasons.

The opt-out is out of compliance with (violates) both ADA and Section 453 of the California Public Utilities Code, as well as additional discrimination laws, as there is no provision for disabled people, or those with medical conditions, to provide reasonable modifications in policies, practices, and procedures as accommodations for provisions of equal services without charging them for it. This would be similar to denying a person in a wheelchair

and access to services with the exception of a "one-time rental" that normally would not be for rent.

*

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JUSTIA U.S. Law

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Universal Citation: MO Rev Stat § 213.065 (2024) ?

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Title XII PUBLIC HEALTH AND WELFARE

Chapter 213

Effective - 28 Aug 2017, 2 histories

213.065. Discrimination in public accommodations prohibited, exceptions. — 1. All persons within the jurisdiction of the state of Missouri are free and equal and shall be entitled to the full and equal use and enjoyment within this state of any place of public accommodation, as hereinafter defined, without discrimination or segregation because of race, color, religion, national origin, sex, ancestry, or disability.

2. It is an unlawful discriminatory practice for any person, directly or indirectly, to refuse, withhold from or deny any other person, or to attempt to refuse, withhold from or deny any other person, any of the accommodations, advantages, facilities, services, or privileges made available in any place of public accommodation, as defined in section 213.010 and this section, or to segregate or discriminate against any such person in the use thereof because of race, color, religion, national origin, sex, ancestry, or disability.

3. The provisions of this section shall not apply to a private club, a place of accommodation owned by or operated on behalf of a religious corporation, association or society, or other establishment which is not in fact open to the public, unless the facilities of such establishments are made available to the customers or patrons of a place of public accommodation as defined in section 213.010 and this section.

(L. 1986 S.B. 513; A.L. 1992 H.B. 1619, A.L. 1998 S.B. 786, A.L. 2017 S.B. 43)

(2012) Section's prohibition against discrimination in any place of public accommodation encompasses a claim against a

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**2024 Missouri Revised
Statutes
Title XXV - Incorporation and
Regulation of Certain Utilities
and Carriers
Chapter 393 - Gas, Electric,
Water, Heating and Sewer
Companies
Section 393.160 - Inspection of
gas, water and electric meters.**

Universal Citation:

MO Rev Stat § 393.160 (2024) [?](#)

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Title XXV INCORPORATION AND REGULATION OF CERTAIN

UTILITIES AND CARRIERS

Chapter 393

• Effective - 28 Aug 1984

393.160. Inspection of gas, water and electric meters. — 1. The commission may appoint inspectors of gas and water meters, whose duty it shall be, when required by the commission upon the commission's own initiative or upon request of a corporation or person furnishing, setting, or putting in use any gas or water meter, to inspect, examine, prove and ascertain the accuracy of any gas and water meters used or intended to be used for measuring or ascertaining the quantity of gas for light, heat or power, or the quantity of water, furnished by any person or corporation to or for the use of any person or persons.

2. No corporation or person shall furnish, set or put in use any gas or water meter which shall not have been inspected in accordance with rules promulgated by the commission.

3. The commission may appoint inspectors of electric meters, whose duty it shall be, when required by the commission upon the commission's own initiative or upon request of a corporation or person furnishing, setting, or putting in use any electric meter, to inspect, examine and ascertain the accuracy of any and all electric meters used or intended to be used for measuring and ascertaining the quantity of electric current used for light, heat or power by any person or corporation to or for the use of any person or corporation, and to inspect, examine and ascertain the accuracy of all apparatus for testing and proving the accuracy of electric meters. No corporation or person shall furnish, set or put in use any electric meter the type of which shall not have been approved by the commission.

4. Every gas corporation, electrical corporation or water corporation shall provide, repair and maintain such suitable premises and apparatus and facilities as may be required and approved by the commission for testing and proving the accuracy of gas, water and electric meters furnished for use by it, and by which apparatus every meter may be tested.

5. If any consumer to whom a meter has been furnished shall request the commission in writing to inspect such meter, the commission shall have the same inspected and tested; if the same upon being so tested shall be found to be more than four percent if an electric meter, more than two percent if a gas meter, or more than five percent if a water meter, defective or incorrect to the prejudice of the consumer, the expense of such inspection and test shall be borne by the corporation; if the same on being so tested shall be found to be correct within the limits of error prescribed by the provisions of this subsection, the expense of such inspection and test shall be borne by the consumer.

6. The commission may prescribe such rules and regulations to carry into effect the provisions of this section as it may deem necessary, and shall fix uniform reasonable charges for the inspection and testing of meters upon complaint.

(RSMo 1939 § 5648, A.L. 1949 H.B. 2165, A.L. 1984 H.B. 1477)

Prior revisions: 1929 § 5192; 1919 § 10480

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Disclaimer: These codes may not be the most recent version. Missouri may have