

FILED<sup>2</sup>

DEC 07 2009

MISSOURI PUBLIC SERVICE COMMISSION

Missouri Public  
Service Commission

Kirk Rahm and Brenda Rahm,

Complainants,

vs.

Kansas City Power & Light Company,

Utility – Respondent.

**FORMAL COMPLAINT**

COME NOW complainants, Kirk Rahm and Brenda Rahm, pursuant to **4 CSR 240-2.070 (1) and (2)**, and for their formal complaint against Kansas City Power & Light Company, a.k.a., KPC&L state:

1. Complainants Kirk Rahm and Brenda Rahm reside at 515 N.E. 50 Highway, Warrensburg, Missouri 64093, which is also both their street address and mailing address. Their facsimile number is 660-747-1242. Their email addresses are [brendarahm@gmail.com](mailto:brendarahm@gmail.com) and [kirkrahm@gmail.com](mailto:kirkrahm@gmail.com).

2. The name and address of the public utility against which this complaint is being filed is Kansas City Power & Light Company, a.k.a., KPC&L.

The utility has multiple addresses which include the following:

- a. 1200 Main St., Kansas City, MO 64105
- b. P.O. Box 219703, Kansas City, MO 64121-9703
- c. 10700 E. Highway 350, Kansas City, MO 64188
- d. P.O. Box 11660, Kansas City, MO 64188

3. The nature of this complaint is to protest unfair and inappropriate additional billings by a utility company after the same utility company sent bills that were paid by customers, including complainants, and then the utility company, in an attempt to raise additional revenue, declared that the previous bills that were sent to and paid by complainant understated the actual utility use because one or more unnamed meter-readers selected, trained and supervised by the utility company allegedly misread the meters, resulting in the utility company, KCP&L, estimating and speculating about what usage occurred, with resulting additional bills to customers, including complainants. Copies of said utility bills are attached hereto as exhibits A and B.

4. At all times mentioned, complainants were electricity utility customers of Kansas City Power & Light Company, a.k.a., KPC&L and were billed by KPC&L for electrical service provided at the locations commonly known as 515 N.E. 50 Highway and 501 N.E. 50 Highway, Warrensburg, Missouri, 64093.

5. On or about September 23, 2009, complainants received a bill from KPC&L, account no. 7237897292, for services allegedly provided to 501 N.E. 50 Highway for the period of October 3, 2008 through September 3, 2009 even though all bills had been paid by complainants that had been previously submitted by KPC&L as accounts stated, and as mature debts, at the time the bills were submitted by KPC&L and paid by complainants. The total bill submitted to complainants on September 23, 2009 for said service, was for \$1,876.61 and the

bill sought \$1,632.97 for re-billings of paid amounts, and an additional \$243.64 for service from August 5, 2009 to September 3, 2009. Complainants paid the total bill of \$1,876.61 on or about October 13, 2009, but paid \$1,632.97 of the bill in protest because complainants did not owe said amount paid in protest for the following reasons:

a. Said bill represented a re-billing by KPC&L for the same time frame over which KPC&L had previously been paid by complainants the total amounts billed to complainants, and there was, therefore, a fully paid "account stated" on a "mature debt." Under Missouri Contract Law, KPC&L would, therefore, not be entitled to recover additional compensation for electrical services for which it had been paid, and the provisions of the Missouri Public Service rules & regulations should not be construed to grant a utility company special privilege to collect additional compensation from customers after bills have been fully paid.

b. KPC&L has contended to complainants that conduct of KPC&L's employees and/or independent contractors retained, trained, and supervised by KPC&L misread the meter for service at said location during the time frame May 6, 2009 through September 3, 2009, but KPC&L has provided no evidence to complainants of that allegation and has refused to provide complainants with the names, addresses, or other identity of the alleged agent of KPC&L that KPC&L claims misread meters. KPC&L cannot prove that its employees or agents responsible for reading said meter

actually misread the meter, or that amounts of electrical service provided were different than it originally billed to complainants, and the amounts were originally billed and paid were correct amounts.

c. Even if KPC&L can prove that its employees or agents responsible for reading the meter at complainants' said property located at 501 N.E. 50 Highway misread the meter on multiple occasions, and that more electrical service was provided than originally billed, KPC&L is legally estopped from re-billing complainants on the basis of alleged failure of its own meter readers to properly read meters once the bills have been fully paid by a customer, including complainants. KPC&L is estopped because any failure of its meter-readers to properly read meters necessarily resulted from fault of KPC&L in selecting, training, and supervising the meter-readers it selected.

d. Customers, including complainants, rely upon electrical utility bills from KPC&L being accurate when they pay the bills. This reliance is reasonable and justifiable, and if the bills can be re-billed at higher amounts, then the reliance is detrimental to the customer. Customers borrow money, make purchases, and incur expenses with an expectation that the utility bills they have received and paid have been finally paid. KPC&L should, therefore, be estopped to re-bill for electrical service on the basis that its own selected meter-readers misread meters on multiple occasions.

e. Even if KPC&L can prove that its employees or agents responsible for reading the meter at complainants' said property located at 501 N.E. 50 Highway misread the meter on multiple occasions, and that more electrical service was provided than originally billed, complainants received no benefit from such hypothetical additional electrical service provided in addition to the service for which bills were originally submitted because complainants did not use the electrical service provided at said location, and the electricity used at said location benefited only tenants of complainants who moved before KPC&L declared that its bills had been misread on multiple occasions by its meter-readers. Complainants were reimbursed by their tenants at said property for electrical usage and both complainants and said tenants justifiably relied upon the bills provided by KPC&L having been accurate, and said tenants reimbursed complainants only for electrical service as billed by KPC&L.

6. On or about October 8, 2009 complainants received a bill from KPC&L, account no. 8213941235, for services allegedly provided to 515 N.E. 50 Highway for the period of May 6, 2009 through October 5, 2009 even though all bills had been paid by complainants that had been previously submitted by KPC&L as accounts stated, and as mature debts, at the time the bills were submitted by KPC&L and paid by complainants. The total bill submitted to complainants on October 8, 2009 for said service, was for \$1,143.05 and the bill sought \$912.60 for re-billings of paid amounts, and an additional \$230.45 for

service from September 3, 2009 to October 5, 2009. Complainants paid the total bill of \$1,143.05 on or about October 27, 2009, but paid \$912.60 in protest because complainants did not owe said amount paid in protest for the following reasons:

a. Said bill represented a re-billing by KPC&L for the same time frame over which KPC&L had previously been paid by complainants the total amounts billed to complainants, and there was, therefore, a fully paid "account stated" on a "mature debt." Under Missouri Contract Law, KPC&L would, therefore, not be entitled to recover additional compensation for electrical services for which it had been paid, and the provisions of the Missouri Public Service rules & regulations should not be construed to grant a utility company special privilege to collect additional compensation from customers after bills have been fully paid.

b. KPC&L has contended to complainants that conduct of KPC&L's employees and/or independent contractors retained, trained, and supervised by KPC&L misread the meter for service at said location, but KPC&L has provided no evidence to complainants of that contention and KPC&L has refused to provide complainants with the names, addresses, or other identity of the alleged agent of KPC&L that KPC&L claims misread meters. KPC&L cannot prove that its employees or agents responsible for reading said meter actually misread the meter, or that amounts of electrical

service provided were different than it originally billed to complainants, and the amounts were originally billed and paid were correct amounts.

c. KCP&L's "adjustments" for the purpose of producing additional revenue through billing complainants are not calculated on a rational basis and constitutes speculation without a factual foundation.

d. Even if KPC&L can prove that its employees or agents responsible for reading the meter at complainants' said property located at 501 N.E. 50 Highway misread the meter on multiple occasions, and that more electrical service was provided than originally billed, KPC&L is legally estopped from re-billing complainants on the basis of alleged failure of its own meter readers to properly read meters once the bills have been fully paid by a customer, including complainants. KPC&L is estopped because any failure of its meter-readers to properly read meters necessarily resulted from fault of KPC&L in selecting, training, and supervising the meter-readers it selected.

e. Customers, including complainants, rely upon electrical utility bills from KPC&L being accurate when they pay the bills. This reliance is reasonable and justifiable, and if the bills can be re-billed at higher amounts, then the reliance is detrimental to the customer. Customers borrow money, make purchases, and incur expenses with an expectation that the utility bills they have received and paid have been finally paid. KPC&L should, therefore, be estopped to re-bill for electrical

service on the basis that its own selected meter-readers misread meters on multiple occasions.

7. The relief requested is reimbursement of the amount paid in protest, \$1,632.97, that was paid in protest on account no. 7237897292 pertaining to the property located at 501 N.E. 50 Highway, Warrensburg, Missouri 64093 and reimbursement of the amount paid in protest, \$912.60, that was paid in protest on account no. 8213941235 pertaining to the property located at 515 N.E. 50 Highway, Warrensburg, Missouri 64093, and also that other customers similarly billed be reimbursed for the amounts that they were required to pay because of alleged misreading of meters by the same meter-readers.

8. Complainant has directly contacted KCP&L and requested that KCP&L retract its bills for electrical services described herein, as to complainants, and because KCP&L refused to retract its bills, complainants made the payments described herein in protest.

9. The Missouri Public Service Commission has jurisdiction because KCP&L is a public utility and complainants are customers of KCP&L.

**4 CSR 240-2.070** authorizes this complaint procedure.

10. Copies of the pertinent bills and correspondence are attached as Exhibit A through Exhibit K.

WHEREFORE, complainants request that Kansas City Power & Light Company, a.k.a., KPC&L be ordered to reimburse to complainants the money paid in protest for the utilities described herein, and that the Missouri Public Service Commission take such additional and different action as it determines is necessary and appropriate to protect customers of Kansas City Power & Light Company, a.k.a., KPC&L from the conduct of KCP&L.

BY



**KIRK RAHM**

515 N.E. 50 Highway  
Warrensburg, MO 64093  
(660) 747-5152  
(660) 747-1242 (facsimile)  
[kirkrahm@gmail.com](mailto:kirkrahm@gmail.com) (email)

BY



**BRENDA RAHM**

515 N.E. 50 Highway  
Warrensburg, MO 64093  
(660) 747-5152  
(660) 747-1242 (facsimile)  
[brendarahm@gmail.com](mailto:brendarahm@gmail.com) (email)



For billing and service information: 816-471-5275 (816-471-KCPL)  
 or toll-free: 1-888-471-5275 (1-888-471-KCPL)  
 For emergencies or lights out: 1-888-544-4852 (1-888-LIGHT-KC)

**Message Board**

The Missouri Public Service Commission approved a rate increase that became effective Sept. 1, 2009. Energy consumed beginning Sept. 1 will be billed at the new approved rate. If you are a Budget Billing customer, you will be notified a month in advance of any increase to your monthly amount.

Lower Winter Pricing Ahead. Beginning with bills issued on Oct. 1, your price for electric service will be lower than the price you pay in summer. Summer pricing returns June 1.

Almost anything you can do by phone you can do online at [www.kcpl.com](http://www.kcpl.com). This includes starting and stopping your service, transferring your account to a new address, paying your bill and signing up for KCP&L products or services.

**KIRK RAHM**

Account Number: 7237 8972 92  
 Amount Now Due: \$1,876.61  
 Billing Date: 09/23/09  
 Please Pay By: 10/14/09

Previous Account Balance	\$68.61
Payments Received	68.61 CR
Previous Balance Due	0.00
Fees/Adjustments	1,632.97
Current Charges	
Electric	<u>\$243.64</u>
Total This Bill	243.64
New Account Balance	\$1,876.61

Please Pay By Oct 14 \$1,876.61  
 Pay \$1,886.00 after Oct 14  
 Make checks payable to :  
 KCP&L

See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

Account Number 7237 8972 92

Please Pay By Oct 14 \$1,876.61

Please write this account number on your check.

Amount due after Oct 14 \$1,886.00

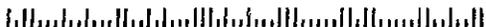
Make checks payable to KCP&L. Allow 5 to 7 days for delivery and processing when sending payment by mail.

CHECK HERE to indicate address change on back of stub

Please enter amount enclosed



KCP&L  
 PO BOX 219703  
 KANSAS CITY MO 64121-9703



POJHYZ 12 8 8137 2 AV 0.400 00008137 33 8137 GP13  
 KIRK RAHM  
 515 NE US HIGHWAY 50  
 WARRENSBURG MO 64093-8395



723789729200000188600000001876616300

**Exhibit A**

**KIRK RAHM**

**Account Number: 7237 8972 92**

**Details of your utility service at:**

**Billing Date: 09/23/09**

**501 NE US HIGHWAY 50**

**Amount Billed: \$232.33**

**ELECTRIC NONMETERED SERVICE (MON40)**  
**Electric Used 70.00 Kilowatt Hours(kWh)**  
 Your average daily usage was 2.50 kWh  
 Last year this period it was 2.19 kWh

Private Area Light #501 \$8.25  
 FAC 62.5 kWh @ \$0.0064 0.40  
 Private Area Light #501 1.10  
 FAC 7.5 kWh @ \$0.0064 0.05  
 County Sales Tax \$9.80 @ 1% 0.10  
**Total charge this service \$9.90**

**ELECTRIC METERED SERVICE (MO860)**

**Meter Number: SA36375144**  
 Reading 09/03/09 19568  
 Reading 08/05/09 17530 Estimate  
                   **29 days 2038 Kilowatt Hours (kWh)**  
 Your average daily usage was 70.28 kWh  
 Last year this period it was 79.07 kWh

Customer Charge \$7.90  
 Energy Charge 538 kWh @ \$0.0919 49.44  
 Energy Charge 359 kWh @ \$0.0946 33.93  
 Energy Charge 931 kWh @ \$0.0994 92.50  
 FAC 1,827.17 kWh @ \$0.0064 11.69  
 Customer Charge 1.01  
 Energy Charge 62 kWh @ \$0.1015 6.30  
 Energy Charge 41 kWh @ \$0.1045 4.32  
 Energy Charge 107 kWh @ \$0.1098 11.79  
 FAC 210.83 kWh @ \$0.0064 1.35  
 County Sales Tax \$220.23 @ 1% 2.20  
**Total charge this service \$222.43**

This bill includes a Fuel Adjustment Clause (FAC) increase effective September 1, 2009, reflecting changes in power generation and purchased power costs.

**Contact Information Change Form**

Account Number: 7237897292

Mailing Address changes only. For service address changes call 816-471-5275 or toll-free 1-888-471-5275.

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

Address Line 3: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ e-mail address (optional): \_\_\_\_\_

Please print changes in blue or black ink and don't forget to mark the box on the front.

**Exhibit A**



KIRK RAHM

Account Number:

7237 8972 92

Details of your utility service at:

Billing Date:

09/23/09

501 NE US HIGHWAY 50,\*\*\* 055358

Amount Billed:

\$11.31

ELECTRIC METERED SERVICE (MO860)

Meter Number: SA81496908

Reading 09/03/09 90632

Reading 08/05/09 90609

29 days 23 Kilowatt Hours (kWh)

Your average daily usage was .79 kWh

Last year this period it was .83 kWh

Customer Charge	\$7.90
Energy Charge 21 kWh @ \$0.0919	1.90
FAC 20.62 kWh @ \$0.0064	0.13
Customer Charge	1.01
Energy Charge 2 kWh @ \$0.1015	0.24
FAC 2.38 kWh @ \$0.0064	0.02
County Sales Tax \$11.20 @ 1%	0.11
<b>Total charge this service</b>	<b>\$11.31</b>

This bill includes a Fuel Adjustment Clause (FAC) increase effective September 1, 2009, reflecting changes in power generation and purchased power costs.

Fees/Adjustments

Bill ending at 10/3/2008	\$19.78 CR
Bill ending at 1/6/2009	\$327.54
Bill ending at 4/7/2009	\$209.48
Bill ending at 8/5/2009	\$218.14
Bill ending at 5/6/2009	\$24.92 CR
Bill ending at 4/7/2009	\$57.73 CR
Bill ending at 6/5/2009	\$172.41
Bill ending at 5/6/2009	\$147.27
Bill ending at 2/4/2009	\$98.96 CR
Bill ending at 2/4/2009	\$308.51
Bill ending at 8/5/2009	\$47.13 CR
Bill ending at 11/3/2008	\$145.73
Bill ending at 3/6/2009	\$239.63
Bill ending at 7/8/2009	\$48.11 CR
Bill ending at 1/6/2009	\$95.71 CR
Bill ending at 11/3/2008	\$55.35 CR
Bill ending at 12/4/2008	\$117.49 CR
Bill ending at 12/4/2008	\$220.65
Bill ending at 3/6/2009	\$144.50 CR
Bill ending at 7/8/2009	\$266.40
Bill ending at 6/5/2009	\$37.49 CR
Bill ending at 10/3/2008	\$126.38
<b>Total Fees/Adjustments</b>	<b>\$1,632.97</b>

Exhibit A



For billing and service information: 816-471-5275 (816-471-KCPL)  
 or toll-free: 1-888-471-5275 (1-888-471-KCPL)  
 For emergencies or lights out: 1-888-544-4852 (1-888-LIGHT-KC)

**Message Board**

NEW KCP&L CONNECTIONS PROGRAM links you to the solutions you need to manage your energy use, your budget and your life. To learn more go to [www.kcpl.com/connections](http://www.kcpl.com/connections).

Switching from an incandescent bulb to a compact fluorescent light (CFL) will save you about \$30 over its lifetime. CFLs use about 75% less energy and can last up to seven years. To find out more visit [www.kcpl.com/lighting](http://www.kcpl.com/lighting) or [www.energystar.gov](http://www.energystar.gov).

KCP&L's Home Performance with ENERGY STAR program helps you make your home more efficient and reduce energy costs. Rebates up to \$1,200 are available from KCP&L and MGE. For more information, visit [www.hpwes.net](http://www.hpwes.net) or call 816-285-4330.

KCP&L's Cool Homes program helps homeowners maintain the operating efficiency of their central A/C systems. To see if you qualify for a rebate up to \$850 on a new system, call 1-866-276-9303 or visit [www.kcpl.com/coolhomes](http://www.kcpl.com/coolhomes).

**BRENDA RAHM**

Account Number: 8213 9412 35  
 Amount Now Due: \$1,143.05  
 Billing Date: 10/08/09  
 Please Pay By: 10/29/09

Previous Account Balance	\$528.35
Payments Received	528.35 CR
Previous Balance Due	0.00
Fees/Adjustments	912.60
Current Charges	
Electric	\$230.45
Total This Bill	230.45
New Account Balance	\$1,143.05

**Please Pay By Oct 29** \$1,143.05  
 Pay \$1,148.76 after Oct 29  
 Make checks payable to :  
 KCP&L

See back for billing details.

Detach and mail this portion with your payment. Bring entire bill if paying in person.

**Account Number** 8213 9412 35

**Please Pay By Oct 29** \$1,143.05

Please write this account number on your check

**Amount due after Oct 29** \$1,148.76

Make checks payable to KCP&L. Allow 5 to 7 days for delivery and processing when sending payment by mail.

CHECK HERE to indicate address change on back of stub

Please enter amount enclosed



KCP&L  
 PO BOX 219703  
 KANSAS CITY MO 64121-9703



POJMQK 1 2 8 13212 1 AT 0.357 00013212 54 13212 GP13  
 BRENDA RAHM  
 515 NE US HIGHWAY 50  
 WARRENSBURG MO 64093-8395



821394123500000114876000001143057300

**Exhibit B**

**BRENDA RAHM**

**Account Number:**

**8213 9412 35**

**Details of your utility service at:**

**Billing Date:**

**10/08/09**

**515 NE US HIGHWAY 50**

**Amount Billed:**

**\$230.45**

**ELECTRIC NONMETERED SERVICE (MON40)**

**Electric Used 70.00 Kilowatt Hours(kWh)**  
 Your average daily usage was 2.19 kWh  
 Last year this period it was 2.41 kWh

Private Area Light #501 \$10.25  
 FAC 70 kWh @ \$0.0064 0.45  
 County Sales Tax \$10.70 @ 1% 0.11  
**Total charge this service \$10.81**

**ELECTRIC METERED SERVICE (MO870)**

**Meter Number: LG81745092**  
 Reading 10/05/09 58033  
 Reading 09/03/09 54745  
**32 days 3288 Kilowatt Hours (kWh)**  
 Your average daily usage was 102.75 kWh  
 Last year this period it was 115.61 kWh

Customer Charge \$9.73  
 Energy Charge 600 kWh @ \$0.1015 60.90  
 Energy Charge 400 kWh @ \$0.0548 21.92  
 Energy Charge 2,288 kWh @ \$0.0454 103.88  
 FAC 3,288 kWh @ \$0.0064 21.04  
 County Sales Tax \$217.47 @ 1% 2.17  
**Total charge this service \$219.64**

This bill includes a Fuel Adjustment Clause (FAC) increase effective September 1, 2009, reflecting changes in power generation and purchased power costs.

**Fees/Adjustments**

Bill ending at 8/5/2009 \$163.41 CR  
 Bill ending at 7/8/2009 \$527.31  
 Bill ending at 7/8/2009 \$122.44 CR  
 Bill ending at 5/6/2009 \$205.81  
 Bill ending at 9/3/2009 \$429.48  
 Bill ending at 6/5/2009 \$338.49  
 Bill ending at 8/5/2009 \$430.46  
 Bill ending at 6/5/2009 \$120.33 CR  
 Bill ending at 5/6/2009 \$94.35 CR  
 Bill ending at 9/3/2009 \$518.42 CR  
**Total Fees/Adjustments \$912.60**

**Contact Information Change Form**

Account Number: 8213941236

**Mailing Address changes only. For service address changes call 816-471-5275 or toll-free 1-888-471-5275.**

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

Address Line 3: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ e-mail address (optional): \_\_\_\_\_

*Please print changes in blue or black ink and don't forget to mark the box on the front.*

**Exhibit B**



KCP&L  
10700 E. Hwy 350  
P.O. Box 11660  
Kansas City, MO 64138

Fax: 1-800-449-0366  
Phone: 1-816-471-5275

10/08/09

KIRK RAHM  
515 NE US HIGHWAY 50  
WARRENSBURG, MO 64093-8395

Dear KIRK:

Enclosed is the information that you requested. Due to misreading your meter your account balance has been adjusted according to the public utility commission's guidelines. If you are unable to pay this amount in its entirety, feel free to contact us so that we can set up a payment arrangement for you.

Account # 7237897292

Please contact our Customer Service Center at 1-888-471-5275 if additional information is needed.

Sincerely,

TLW  
Customer Account Correspondence

RAHM, KIRK  
 Account Number: 7237897292  
 Research Start Date: 9/9/2008 End Date 10/8/2009  
 Today's Date: October 08, 2009

Service Agreement ID: 7237890972  
 Premise: 501 NE US HIGHWAY 50/WARRENSBRG,MO

TRAN DATE	Previous Balance	BILL AMT	CANCEL	Chg / Cr	PAY AMT	A/R BAL
8/19/2008	Bill	9.64				\$ 0.00
9/9/2008	Late Payment Charge Elec			0.05		\$ 9.64
10/2/2008	Pay				(11.00)	\$ 9.69
10/6/2008	Bill	9.64				\$ (1.31)
10/19/2008	Pay				(8.33)	\$ 8.33
11/5/2008	Bill	9.64				\$ 0.00
11/30/2008	Pay				(9.64)	\$ 9.64
12/8/2008	Bill	9.64				\$ 0.00
12/22/2008	Pay				(9.64)	\$ 9.64
1/8/2009	Bill	9.64				\$ 0.00
1/26/2009	Pay				(9.64)	\$ 9.64
2/6/2009	Bill	9.64				\$ 0.00
2/23/2009	Pay				(9.64)	\$ 9.64
3/10/2009	Bill	9.72				\$ 0.00
3/27/2009	Pay				(9.72)	\$ 9.72
4/9/2009	Bill	9.72				\$ 0.00
4/20/2009	Pay				(9.72)	\$ 9.72
5/8/2009	Bill	9.72				\$ 0.00
6/1/2009	Pay				(9.72)	\$ 9.72
6/9/2009	Bill	9.72				\$ 0.00
6/18/2009	Pay				(9.72)	\$ 9.72
7/9/2009	Bill	9.72				\$ 0.00
7/22/2009	Pay				(9.72)	\$ 9.72
8/7/2009	Bill	9.72				\$ 0.00
8/19/2009	Pay				(9.72)	\$ 9.72
9/23/2009	Bill	9.90				\$ 0.00
10/7/2009	Bill	10.81				\$ 9.90
						\$ 20.71

Service Agreement ID: 7237897005  
 Premise: 501 NE US HIGHWAY 50/WARRENSBRG,MO

RAHM, KIRK  
 Account Number: 7237897292  
 Research Start Date: 9/9/2008 End Date 10/8/2009  
 Today's Date: October 08, 2009

TRAN DATE		BILL AMT	CANCEL	Chg / Cr	PAY AMT	A/R BAL
8/19/2008	Previous Balance					\$ 0.00
9/9/2008	Bill	250.85				\$ 250.85
10/2/2008	Late Payment Charge Elec			1.25		\$ 252.10
10/6/2008	Pay				(250.85)	\$ 1.25
10/9/2008	Bill	19.78				\$ 21.03
10/19/2008	Pay				(21.03)	\$ 0.00
11/5/2008	Bill	55.35				\$ 55.35
11/30/2008	Pay				(55.35)	\$ 0.00
12/8/2008	Bill	117.49				\$ 117.49
12/22/2008	Pay				(117.49)	\$ 0.00
1/8/2009	Bill	95.71				\$ 95.71
1/28/2009	Pay				(95.71)	\$ 0.00
2/6/2009	Bill	98.96				\$ 98.96
2/23/2009	Pay				(98.96)	\$ 0.00
3/10/2009	Bill	144.50				\$ 144.50
3/27/2009	Pay				(144.50)	\$ 0.00
4/9/2009	Bill	57.73				\$ 57.73
4/20/2009	Pay				(57.73)	\$ 0.00
5/8/2009	Bill	24.92				\$ 24.92
6/1/2009	Pay				(24.92)	\$ 0.00
6/9/2009	Bill	37.49				\$ 37.49
6/18/2009	Pay				(37.49)	\$ 0.00
7/9/2009	Bill	48.11				\$ 48.11
7/22/2009	Pay				(48.11)	\$ 0.00
8/7/2009	Bill	47.13				\$ 47.13
8/19/2009	Pay				(47.13)	\$ 0.00
9/22/2009	Cancelled Bill		(19.78)			\$ (19.78)
9/22/2009	Rebill	126.38				\$ 106.60
9/22/2009	Cancelled Bill		(55.35)			\$ 51.25
9/22/2009	Rebill	145.73				\$ 196.98
9/22/2009	Cancelled Bill		(117.49)			\$ 79.49
9/22/2009	Rebill	220.65				\$ 300.14
9/22/2009	Cancelled Bill		(95.71)			\$ 204.43
9/22/2009	Rebill	327.54				\$ 531.97
9/22/2009	Cancelled Bill		(98.96)			\$ 433.01
9/22/2009	Rebill	306.51				\$ 739.52

RAHM, KIRK  
 Account Number: 7237897292  
 Research Start Date: 9/9/2008 End Date 10/8/2009  
 Today's Date: October 08, 2009

9/22/2009	Cancelled Bill		(144.50)			\$ 595.02
9/22/2009	Rebill	239.63				\$ 834.55
9/22/2009	Cancelled Bill		(57.73)			\$ 776.92
9/22/2009	Rebill	209.48				\$ 986.40
9/22/2009	Cancelled Bill		(24.92)			\$ 961.48
9/22/2009	Rebill	147.27				\$ 1,108.75
9/22/2009	Cancelled Bill		(37.49)			\$ 1,071.28
9/22/2009	Rebill	172.41				\$ 1,243.67
9/22/2009	Cancelled Bill		(48.11)			\$ 1,195.56
9/22/2009	Rebill	266.40				\$ 1,461.96
9/22/2009	Cancelled Bill		(47.13)			\$ 1,414.83
9/22/2009	Rebill	218.14				\$ 1,632.97
9/23/2009	Bill	222.43				\$ 1,855.40
10/7/2009	Bill	42.31				\$ 1,897.71

RAHM, KIRK  
 Account Number: 7237897292  
 Research Start Date: 9/9/2008 End Date 10/8/2009  
 Today's Date: October 08, 2009

Service Agreement ID: 7237898671  
 Premise: 501 NE US HIGHWAY 50WARRENSBERG MO

TRAN DATE		BILL AMT	CANCEL	Chg/Cr	PAY AMT	A/R BAL
8/19/2008	Previous Balance					\$ 0.00
9/9/2008	Bill	11.33				\$ 11.33
10/2/2008	Late Payment Charge Elec			0.06		\$ 11.39
10/6/2008	Pay				(11.33)	\$ 0.06
10/8/2008	Bill	14.05				\$ 14.11
10/19/2008	Pay				(14.11)	\$ 0.00
11/5/2008	Bill	13.86				\$ 13.86
11/30/2008	Pay				(13.86)	\$ 0.00
12/8/2008	Bill	11.33				\$ 11.33
12/22/2008	Pay				(11.33)	\$ 0.00
1/8/2009	Bill	13.56				\$ 13.56
1/26/2009	Pay				(13.56)	\$ 0.00
2/6/2009	Bill	12.49				\$ 12.49
2/23/2009	Pay				(12.49)	\$ 0.00
3/10/2009	Bill	11.95				\$ 11.95
3/27/2009	Pay				(11.95)	\$ 0.00
4/8/2009	Bill	13.03				\$ 13.03
4/20/2009	Pay				(13.03)	\$ 0.00
5/8/2009	Bill	12.53				\$ 12.53
6/1/2009	Pay				(12.53)	\$ 0.00
6/9/2009	Bill	26.98				\$ 26.98
6/18/2009	Pay				(26.98)	\$ 0.00
7/9/2009	Bill	51.35				\$ 51.35
7/22/2009	Pay				(51.35)	\$ 0.00
8/7/2009	Bill	11.76				\$ 11.76
8/19/2009	Pay				(11.76)	\$ 0.00
9/23/2009	Bill	11.31				\$ 11.31
10/7/2009	Bill	10.27				\$ 21.58

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell

October 8, 2009

TLW  
KCP&L  
10700 E. Hwy 350  
P.O. Box 11660  
Kansas City, MO 64188

VIA FAX NO. 1-800-449-0366

**RE: Account No. 7237897292**

Dear TLW:

This is in response to the unsigned letter you sent to me this morning stating that "Due to misreading your meter your account balance has been adjusted according to the public utility commission's guidelines."

The unsigned letter provides no explanation concerning who is claimed to have misread the meter or why the meter is claimed to have been misread. The assertion in an unsigned letter that some unknown person in some way read the meter wrong on multiple occasions is not proven by an unsupported claim that it occurred. If the meter was read wrong, why was it was read wrong? If it was read wrong, why was it read wrong each time it was read? Why can a customer not rely on paying bills that are received over a period of a year?

You have provided me no information that explains why the bills were based on different meter readings than the meter readings that are now being claimed, other than a broad assertion that some unknown person read the meter wrong on multiple occasions over the last year. I am perplexed by the claim by KCP&L that its unidentified meter-reader misread the meter on multiple occasions and now some other unidentified person at KCP&L has made a decision to declare the meter having been misread in the past, with no explanation other than a declaration that it was misread in the past.

Exhibit D

I am contesting this bill because the previous bills were all paid and also because I have received no explanation for being billed additional money other than an unsupported declaration that the meter was read wrong on several occasions in the past. I am willing to pay it in protest so that KCP&L does not cut off my service, but if my protest is successful, I want to receive my payment back with the same rate of interest KCP&L charges as late fees when bills are not timely paid by the customer.

Therefore, please write me a letter explaining how to protest this bill in a manner preferred by KCP&L. Should I file documentation with a government agency? Should I file a lawsuit to have a declaration that I was improperly billed? Is there a procedure established by KCP&L to permit customers to protest without their service being cut off?

You made reference to public utility commission guidelines in your letter. Please provide me with copies of all pertinent public utility commission guidelines that KCP&L claims authorizes it to make retroactive changes in bills that its customers have paid.

I understand in talking with other KCP&L customers that a generic letter was sent out describing a claim that meters had been misread, and that some customers are being billed, such as myself, and other customers are not being billed. Does KCP&L claim that more than one meter-reader was reading meters wrong?

So that I can better evaluate KCP&L's claim for additional money, I would like to interview the meter-reader that KCP&L claims misread the meter on multiple occasions. Therefore, please give me the name, address and telephone number of the meter-reader.

Thank you for your attention and consideration of this letter of protest and to my questions.

Yours truly,

  
Kirk Rahm

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell

October 13, 2009

FAX TRANSMISSION COVER SHEET

TO: TLW  
OF: Kansas City Power & Light  
FAX NO: 1-800-449-0366  
FROM: Kirk Rahm  
**RE: *Protested Electric Bill***

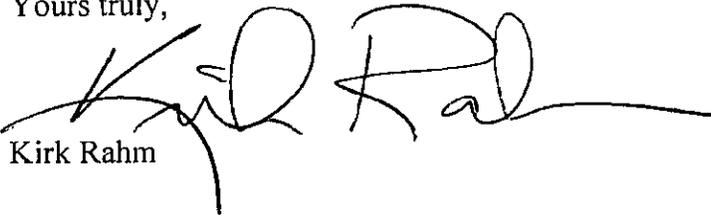
NUMBER OF PAGES (including this cover sheet): 8  
If you do not receive all pages, please call (660) 747-5152.  
To return a FAX message to our machine, dial (660) 747-1242.

Dear TLW:

I am depositing the checks described in the attached letter in the mail.

Please respond to my October 8, 2009 letter.

Yours truly,

  
Kirk Rahm

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Exhibit E

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell

October 13, 2009

TLW  
KCP&L  
P.O. Box 11660  
Kansas City, MO 64188

**RE: Account No. 7237897292**

Dear TLW:

Attached is a copy of the letter I faxed to you on October 8, 2009. I have not received a response. I am, therefore, forwarding two checks totaling \$1,876.61 in two separate checks. The \$243.64 check is in payment of service 8/5/09 – 9/3/09. The \$1,632.97 check is being paid in protest to prevent electrical service from being wrongfully terminated. I am requesting that the \$1,632.97 be reimbursed to me with interest.

Please respond to my October 8, 2009 correspondence and refund the \$1,632.97 overcharge that was billed, and that I am paying in protest to avoid termination of electrical service.

Yours truly,

  
Kirk Rahm

Exhibit E

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell

October 8, 2009

TLW  
KCP&L  
10700 E. Hwy 350  
P.O. Box 11660  
Kansas City, MO 64188

VIA FAX NO. 1-800-449-0366

**RE: Account No. 7237897292**

Dear TLW:

This is in response to the unsigned letter you sent to me this morning stating that "Due to misreading your meter your account balance has been adjusted according to the public utility commission's guidelines."

The unsigned letter provides no explanation concerning who is claimed to have misread the meter or why the meter is claimed to have been misread. The assertion in an unsigned letter that some unknown person in some way read the meter wrong on multiple occasions is not proven by an unsupported claim that it occurred. If the meter was read wrong, why was it was read wrong? If it was read wrong, why was it read wrong each time it was read? Why can a customer not rely on paying bills that are received over a period of a year?

You have provided me no information that explains why the bills were based on *different meter readings* than the meter readings that are now being claimed, other than a broad assertion that some unknown person read the meter wrong on multiple occasions over the last year. I am perplexed by the claim by KCP&L that its unidentified meter-reader misread the meter on multiple occasions and now some other unidentified person at KCP&L has made a decision to declare the meter having been misread in the past, with no explanation other than a declaration that it was misread in the past.

Exhibit E

I am contesting this bill because the previous bills were all paid and also because I have received no explanation for being billed additional money other than an unsupported declaration that the meter was read wrong on several occasions in the past. I am willing to pay it in protest so that KCP&L does not cut off my service, but if my protest is successful, I want to receive my payment back with the same rate of interest KCP&L charges as late fees when bills are not timely paid by the customer.

Therefore, please write me a letter explaining how to protest this bill in a manner preferred by KCP&L. Should I file documentation with a government agency? Should I file a lawsuit to have a declaration that I was improperly billed? Is there a procedure established by KCP&L to permit customers to protest without their service being cut off?

You made reference to public utility commission guidelines in your letter. Please provide me with copies of all pertinent public utility commission guidelines that KCP&L claims authorizes it to make retroactive changes in bills that its customers have paid.

I understand in talking with other KCP&L customers that a generic letter was sent out describing a claim that meters had been misread, and that some customers are being billed, such as myself, and other customers are not being billed. Does KCP&L claim that more than one meter-reader was reading meters wrong?

So that I can better evaluate KCP&L's claim for additional money, I would like to interview the meter-reader that KCP&L claims misread the meter on multiple occasions. Therefore, please give me the name, address and telephone number of the meter-reader.

Thank you for your attention and consideration of this letter of protest and to my questions.

Yours truly,



Kirk Rahm

**KIRK OF BRENDA D. RAHM**  
515 NE 50 Highway  
Warrensburg, MO 64093  
660-747-8808  
MO Dr. Lic.: J024071006

**FIRST COMMUNITY BANK**  
612 N. Maguire  
Warrensburg, MO 64093  
80-217/1019

8935  
Exhibit E

PAY TO THE ORDER OF KCP&L

One Thousand Six Hundred Thirty-Two and 97/100\*\*\*\*\*

DOLLARS

\$\*\*1,632.97

© 2005 INTUIT INC. # 571 1-800-433-8810

MEMO

#7237 8972 92 (adjustments - paid in protest)

⑈008934⑈ ⑆101902175⑆ 42009065⑈

*Brenda D. Rahm*  
MR

**KIRK OF BRENDA D. RAHM**  
515 NE 50 Highway  
Warrensburg, MO 64093  
660-747-8808  
MO Dr. Lic.: J024071006

**FIRST COMMUNITY BANK**  
612 N. Maguire  
Warrensburg, MO 64093  
80-217/1019

8934

10/13/2009

PAY TO THE ORDER OF KCP&L

Two Hundred Forty-Three and 64/100\*\*\*\*\*

DOLLARS

\$\*\*243.64

© 2005 INTUIT INC. # 571 1-800-433-8810

MEMO

#7237 8972 92 (08/05/09 - 09/03/09)

⑈008934⑈ ⑆101902175⑆ 42009065⑈

*Brenda D. Rahm*  
MR

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell  
660-747-1242 fax

October 16, 2009

TLW  
KCP&L  
P.O. Box 11660  
Kansas City, MO 64188

(Faxed and Mailed)

**RE: Account Nos. 7237897292 and 8213941235**

Dear TLW:

I have not yet received a response to my questions and protest concerning account no. 7237897292. Copies of my correspondence regarding the account are attached for your reference. Please respond, or request someone else at KCP&L to respond.

I have now received a bill on account no. 8213941235 which includes additional charges and "adjustments" for billings that occurred between May 6, 2009 and September 3, 2009. No explanation is provided on the bill concerning why these additional charges were made. Please provide me with a detailed explanation concerning these additional charges on bills that have already been paid. Is KCP&L contending that another unnamed meter-reader misread the meter and that someone in the KCP&L office is declaring the meter to have been misread? If this contention is being made as to account no 8213941235, then I would like to know the name of the meter-reader so that I can interview him/her to confirm whether or not KCP&L is being honest in its contention.

Please respond to my questions and protest as to both accounts.

Thank you for your anticipated attention and consideration.

  
Kirk Rahm

Exhibit F

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell  
660-747-1242 fax

October 19, 2009

Customer Complaint Department (Mailed & Faxed to 1-800-449-0366)  
KCP&L  
P.O. Box 11660  
Kansas City, MO 64188

**RE: Account Nos. 7237897292 and 8213941235**

Dear Ladies & Gentlemen:

I have been billed on accounts 7237897292 and 8213941235 for significantly more than the amounts originally billed. All of the bills were paid and then the additional bills were sent to me seeking an additional \$1,632.97 on account 7237897292 and additional \$912.60 on account 8213941235.

I have protested these bills. The bill on account number 7237897292 was paid in protest and I will pay the \$912.60 on account 8213941235 in protest if KCP&L does not agree to correct the misbillings before the payment due date on account number 8213941235.

I have received correspondence from an unnamed person identified as "TLW" declaring that there was a "misreading" of the meter on account number 7237897292. My attempt to obtain an explanation about who misread the meter and when have been ignored. My attempt to obtain an explanation about the billing for account number 8213941235 has been ignored.

I am attaching copies of the previous correspondence for your reference.

Because my attempts to obtain an explanation for the overbilling of my accounts have been ignored, I have looked at the provisions of 4 CSR 240-13.040. As you know, KCP&L is required to consider and respond to consumer complaints regarding billings. There is also a requirement to provide a reasonable explanation for billing adjustments.

Exhibit G

If KCP&L is unwilling or unable to provide me with an explanation to justify its claim that the meters on my property were consistently read wrong by an unidentified person, I should be reimbursed for the amount I paid in protest and should not be required to pay any more money in protest. As to account 8213941235, I have not even been provided with a claim that the meter was misread. It obviously is unlikely that an unnamed meter-reader was consistently reading meters wrong and that someone at your home office is able to accurately declare that a meter was previously read wrong on multiple occasions.

I realize that KCP&L must have little concern about customer complaints or about the possibility of a formal complaint being prosecuted with the Public Service Commission. I am, however, entitled to an explanation for the very substantial billings that occurred after the bills were fully paid. I am attempting by my past telephone calls, my past correspondence, and this correspondence to pursue whatever remedies with KCP&L are available, as required by 4 CSR 240-13.070. Thus far, my efforts have been without success.

Please respond to the questions posed in my previous letters as to both accounts. If you are unable to justify the billings, please reverse the charges and refund the money I have paid in protest. If there is any reasonable explanation for the contention that the meters were "misread," please provide me with evidence to support the contention.

Thank you again for your anticipated attention and consideration concerning the accounts about which I have called and written to your complaint department.

  
Kirk Rahm



Kara M. Dorssom  
Senior Attorney - Litigation  
816-556-2097 (Voice)  
816-556-2787 (Fax)  
Kara.Dorssom@kcpl.com

October 19, 2009

**VIA FACSIMILE (660) 747-3699**

Kirk Rahm  
511 Foster Lane  
Warrensburg, MO 64093

Re: Account No. 7237897292

Dear Mr. Rahm:

Your letters of October 8 and October 13, 2009 have been sent to me for review and response. I am in the process of investigating the billing to your account and will be in touch shortly. In the meantime, please don't hesitate to contact me.

With best regards, I remain

Sincerely,

A handwritten signature in black ink, appearing to read "Kara M. Dorssom", written over the typed name.

Kara M. Dorssom



**KANSAS CITY POWER & LIGHT COMPANY  
LAW DEPARTMENT**

1200 Main St  
Kansas City, Missouri 64105  
Telephone: (816) 556-2785  
Facsimile: (816) 556 2787

**FACSIMILE TRANSMITTAL COVER SHEET**

**Please deliver the following pages to:**

Name: Kirk Rahn  
Date: October 20, 2009

Attn.: \_\_\_\_\_

Facsimile Number: 1-660-747-1242

Total number of pages (including cover letter): 2

**From:**

Name: Kara M. Dorssom Direct Dial Number: 816-556-2097

**MESSAGE**

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**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell

October 20, 2009

FAX TRANSMISSION COVER SHEET

**FAXED**  
9:28 AM

TO: Ms. Kara M. Dorssom  
OF: Senior Attorney - Kansas City Power & Light  
FAX NO: 1-816-556-2787  
FROM: Kirk Rahm  
**RE: *Protested Electric Bills (Account Nos. 7237897292 and 8213941235)***

NUMBER OF PAGES (including this cover sheet): 21  
If you do not receive all pages, please call (660) 747-5152.  
To return a FAX message to our machine, dial (660) 747-1242.

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**Exhibit I**

**KIRK RAHM**  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell  
660-747-1242 fax

October 20, 2009

Ms. Kara M. Dorssom  
Senior Attorney – Litigation  
KCP&L  
P.O. Box 418679  
Kansas City, MO 64141-9679

(Mailed & Faxed to 1-816-556-2787)

**RE: Accounts 7237897292 and 8213941235**

Dear Ms. Dorssom:

I received your fax this morning. Attached is a copy of the letter I faxed and mailed yesterday.

In your letter of October 19<sup>th</sup>, you referred only to account 7237897292, the account on which I was first billed for additional charges on the basis that someone misread the meter on multiple occasions. The situation as to account 8213941235 is similar from my perspective in that I was rebilled for bills that were paid over the past, previous year. I have thus far received no explanation at all from KCP&L concerning the rationalization of KCP&L for additional billing on account 8213941235.

The due date for payment on account 8213941235 is October 29, 2009. If we have not resolved my protest of that bill by the end of this week, it is my intent to pay it in protest as I did with account 7237897292.

I will look forward to receiving your response when you complete the investigation of the billings on my accounts.

Thank you.

Yours truly,



Kirk Rahm

Exhibit I

KIRK RAHM  
511 Foster Lane  
Warrensburg, MO 64093  
660-747-8808 home  
660-747-5152 office  
660-441-2897 cell

October 27, 2009

KCP&L  
PO Box 219703  
Kansas City, MO 64121-9703

RE: Account No. 8213941235

Dear Billing Department:

Enclosed are two checks totaling \$1,143.05. The \$230.45 is in payment for service 9/3/09-10/5/09. The \$912.60 is being paid in protest to prevent electrical service from being wrongfully terminated. I am requesting that the \$912.60 be reimbursed to me with interest.

Enclosed is a copy of my correspondence with Kara M. Dorssom, senior attorney in your litigation department. I would appreciate receiving acknowledgment of payment and a response to my correspondence protesting the overcharge.

Yours truly,



KIRK RAHM 0809 BRENDA D RAHM 515 NE 50 HWY 660-747-8808 WARRENSBURG, MO 64093	1033 80-205/1019
Date <u>10-27-09</u>	
Pay to the Order of <u>KCP&amp;L</u>	\$ <u>230.45</u>

KIRK RAHM 0809 BRENDA D RAHM 515 NE 50 HWY 660-747-8808 WARRENSBURG, MO 64093	1034 80-205/1019
Date <u>10-27-09</u>	
Pay to the Order of <u>KCP&amp;L</u>	\$ <u>912.60</u>
<u>Nine hundred twelve and 60/100</u> Dollars	
 Third National Bank P.O. Box 351 Sedalia, Missouri 65302-0351 www.thirdnationalbank.com	
For <u>Account 8213941235</u>	MP
⑆ 101902052⑆ ⑈ 787574 ⑈	1034

Exhibit J



**KANSAS CITY POWER & LIGHT COMPANY  
LAW DEPARTMENT**

1200 Main St  
Kansas City, Missouri 64105  
Telephone: (816) 556-2785  
Facsimile: (816) 556 2787

**FACSIMILE TRANSMITTAL COVER SHEET**

**Please deliver the following pages to:**

**Name:** Kirk Rahm  
**Date:** October 27, 2009

**Attn:** \_\_\_\_\_

**Facsimile Number:** 660-747-1242

**Total number of pages (including cover letter):** 13

**From:**

**Name:** Kara M. Dorssom **Direct Dial Number:** 816-556-2097

**MESSAGE**

**CONFIDENTIALITY NOTICE:** *The documents accompanying this facsimile transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any unauthorized disclosure, copying, distribution or the taking of any action in reliance on the contents of this faxed information is strictly prohibited. If you have received this facsimile in error, please immediately contact us by telephone to arrange for return of the original document to us.*

**NOTE:** *If you experience any problems in receiving any of the transmitted pages, please call (816) 556-2785 as soon as possible.*



Kara M. Dorssom  
Senior Attorney - Litigation  
816-556-2097 (Voice)  
816-556-2787 (Fax)  
Kara.Dorssom@kcpl.com

October 27, 2009

**VIA FACSIMILE (660) 747-1242**

Kirk Rahm  
511 Foster Lane  
Warrensburg, MO 64093

Re: Account Nos. 7237897292 and 8213941235

Dear Mr. Rahm:

Once again, let me apologize on behalf of KCP&L for the disruption that the billing adjustments on these accounts have caused. KCP&L understands how confusing and upsetting this situation has been for its customers and does its best every day to provide reliable electrical service and responsive customer service.

The billing adjustments on your home and rental properties were necessitated by the actions of one meter reader, employed by the contractor KCP&L uses to read meters in the Warrensburg area. KCP&L learned shortly before these adjustments were made that this meter reader was, contrary to KCP&L rules, "curb reading" meters; in other words, he was estimating meter usage instead of reading and recording customers' actual usage. Once KCP&L learned of this situation, it immediately worked with our contractor to impose additional safeguard rules upon our contractor to ensure this situation cannot reoccur. KCP&L also brought the situation to the attention of the Missouri Public Service Commission, the state agency charged with regulating KCP&L's operations. KCP&L has worked with the MCHR to ensure that they are aware of KCP&L's actions to rectify the situation.

Upon learning of the malfeasance of this meter reader, KCP&L re-read our customers' meters to determine the actual usage, then used a computer process called "trending" to allocate the total actual usage into accurate corrected bills. As you have noted, KCP&L sent a letter to all affected customers that advised the corrected bill could be paid over time, consistent with state regulations and the rules imposed on KCP&L by the MCHR called tariffs. I am enclosing a copy of the relevant tariffs for your review, and you will see that in a situation such as this, KCP&L may made a billing adjustment for the entire undercharged period, up to twelve months. This corrected billing may be

paid by the customer in up to twelve equal installments, but each customer ultimately is responsible for paying the full billing adjustment.

I hope that this information has answered your questions regarding the billing adjustments on your account. If you have other questions, please don't hesitate to contact me. Additionally, it is your right to file an informal complaint with the MPSC. Their contact information is:

Missouri Public Service Commission  
Governor Office Building  
200 Madison Street  
PO Box 360  
Jefferson City, MO 65102-0360  
1-800-392-4211

Additionally, you can find directions on filing a complaint on the MPSC's web site at:  
<http://www.psc.mo.gov/file-a-complaint>.

With best regards, I remain .

Sincerely,

  
Kara M. Dorssom

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. R-32  
Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

Aquila, Inc., dba  
AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS  
KANSAS CITY, MO 64138

RULES AND REGULATIONS  
ELECTRIC

5.01 Meter Installations (Continued)

- D. Where demand meters are used for metering service to customers for billing purposes, the applicable rate schedule shall designate the demand interval to be used for normal service. However, where customers request demand meter contact signals and Company agrees to furnish such demand meter contact signals, Company shall charge the customer the entire investment cost of providing such contact signals plus any estimated monthly operating costs expected. Company shall be permitted to use a five (5) minute demand interval instead of that specified in the rate tariff. This will encourage customers to shift loads from peak periods to off-peak periods rather than shifting loads within the demand time interval. Company shall not be required to furnish demand meter contact signals where such service may impair the accuracy of the meter or for any other reason that such service is not in the best interest of Company and other customers served.

5.02 Multiple Metering

The normal practice shall be to bill each metering point as a separate customer. Under special conditions, consumption registered by two (2) or more meters may be numerically added and a single bill rendered for such service supplied to a customer, provided the customer's load is of such size and character and so located as to make it advisable, in the opinion of Company, to install more than one (1) service connection at a single location.

5.03 Meter Testing

Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030 as now in effect and as the same may be amended from time to time. An approved statistical sampling basis of meter testing may be used to comply with the periodic testing requirements of this Rule.

5.04 Billing Adjustments

- A. For all billing errors, Company 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:

(1) Residential Customers.

- (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
- (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) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 Original Sheet No. R-33  
Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_  
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**RULES AND REGULATIONS**  
**ELECTRIC**

5.04 Billing Adjustments (Continued)

(2) Customers Other Than Residential.

- (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
  - (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 sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
  - C. Where, upon test, a meter error is found to be three percent (3%) or less, no billing adjustment will be made.
  - D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
  - E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
  - F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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**RULES AND REGULATIONS  
ELECTRIC**

**6. METER READING, BILLING, AND COMPLAINT PROCEDURES**

**6.01 Billing and Reading of Meters**

- A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.
- B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.
- C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If partial payment is made, Company shall first credit all payments to the balance outstanding for utility charges, based upon the age of the receivable, with the credit being applied to the oldest receivable first.
- D. During the billing period prior to any tariff seasonal rate change, Company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.
- E. All mobile home courts connected after December 16, 1964, that do not include unmetered electricity in the rental charges will be served electricity by providing a separate meter for each mobile home position in each mobile home court. Mobile home courts served on one (1) meter prior to December 16, 1964, for a number of mobile homes, will be served in accordance with this Section. Company will own all facilities on Company's side of the meters including primary lines, transformers, secondary lines, meters, and other appurtenances. In addition, Company will provide connecting lugs or plug-in breaker sockets at the meter location for connecting the customer's cables or wiring devices. Service to mobile homes shall be sixty (60) cycles with a nominal voltage of 120/240 single phase. All bills for service to the mobile home positions will be identified by mobile home position. Company will accept payment for such bills from either the mobile home occupant or mobile home court operator.

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RULES AND REGULATIONS  
ELECTRIC

6.01 Billing and Reading of Meters (Continued)

- F. Mobile home courts receiving electric service through one (1) meter prior to December 16, 1964, for a number of mobile home positions where electricity is resold to mobile home occupants, may continue the present arrangement of charging the mobile home occupants the same amount per kilowatt-hour that Company charged for electricity supplied to said mobile home court the previous month. Such arrangement shall continue until Company purchases the distribution system within such mobile home court or until Company extends facilities required for serving each mobile home position individually.
- G. In cases where mobile home courts are served on one (1) meter, electricity is not metered to each mobile home position, and electric service is furnished as part of the rental charge, the single meter arrangement may continue.

6.02 Billing Period

Bills ordinarily will be rendered regularly at monthly intervals but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be prorated.

6.03 Choice and Application of Rates

- A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.
- B. If a customer is eligible to take electric service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all electrical power and energy used.
- C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.
- D. After a new customer has selected a rate tariff under which s/he elects to take electric service, s/he will be required to remain under such rate tariff for a period of one (1) year. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. R-36

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**RULES AND REGULATIONS  
ELECTRIC**

6.03 Choice and Application of Rates (Continued)

- E. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.
- F. Upon service being connected pursuant to the information supplied by the customer to Company on Electric Connect and Disconnect Order, a customer shall not be permitted to make another service application within a twelve (12) month period at the same location, unless there is a permanent change in the character or condition of his/her electrical requirements. Where service is rendered by Company under a Contract for Electric Service, the rate tariffs and all applicable minimums provided therein shall continue for the term of the contract. The contracts shall have provisions permitting application of revised rate tariffs approved by the Commission.
- G. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would benefit by being served and billed under such new rate tariff.
- H. If a customer is permitted to change from one (1) rate tariff to another, s/he will not be required to continue service extending beyond the time provided in the original application for service; providing, electric service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

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KCP&L Greater Missouri Operations Company  
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS  
ELECTRIC

6.04 Billing and Payment Standards

A. Company shall normally render a bill (by mailing, electronic posting or serving) for each billing period to every customer in accordance with its rate tariff. Bills for electric service may be paid in cash, electronic funds transfer, or check. Additionally residential service customers may also pay by approved credit and debit card.

B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:

(1) Company may render a bill based on estimated usage:

- (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
- (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
- (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.

(2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).

(3) Under no circumstances shall Company render a bill based on estimated usage:

- (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
- (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.

(4) When Company renders an estimated bill in accordance with these Rules, it shall:

- (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
- (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
- (c) Use customer-supplied readings, whenever possible, to determine usage.

(5) When Company underestimates a customer's usage; the customer shall be given the opportunity, if requested, to make payment in installments.

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Aquila, Inc., dba

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**KANSAS CITY, MO 64138**

**RULES AND REGULATIONS  
ELECTRIC**

6.04 Billing and Payment Standards (Continued)

- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Company may offer appointments for reading meters on Saturday or prior to 9:00 p.m. on weekdays. Where special appointments are arranged for reading meters, Company may charge the customer for the excess cost of the meter reading out of normal meter reading sequence or for meter readings that are outside of normal business hours. The charges are listed in Section 12 of these Rules. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.
- F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KCP&L Greater Missouri Operations Company For Territory Served as L&P and MPS  
KANSAS CITY, MO 64106

**RULES AND REGULATIONS  
ELECTRIC**

6.04 Billing and Payment Standards (Continued)

G. Every bill for residential electric service shall clearly state the following:

- (1) The beginning and ending meter readings of the billing period and the dates of these readings.
- (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
- (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
- (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
- (5) The amount due for other authorized charges.
- (6) The total amount due.
- (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
- (8) License, occupation, gross receipts, franchise, and sales taxes.

H. Normally bills will be sent by mail; however, the Company reserves the right to deliver bills or to use electronic posting for qualified customers at their request. 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.

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**RULES AND REGULATIONS  
ELECTRIC**

6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.
- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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RULES AND REGULATIONS  
ELECTRIC

6.06 Disputes (Continued)

- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.
- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.