

Utility Bill Dispute & Estate-Credit Enforcement Package (Educational Edition)

This educational example demonstrates how a secured party or fiduciary trustee may issue a lawful demand for validation and disclosure when disputing a utility bill or similar commercial account. The document integrates principles from the Fair Debt Collection Practices Act (FDCPA, 15 USC §1692g), the Truth in Lending Act (TILA, 15 USC §1601 et seq.), the Paperwork Reduction Act (44 USC §3501 et seq.), and UCC Articles 3 and 9. It illustrates how to demand proof of claim, accounting, and evidence of lawful authority for billing.

Sample Educational Letter of Dispute

To: Tucson Electric Power Company, Office of General Counsel & Billing Department

CC: Arizona Corporation Commission, Utilities Division; Arizona Attorney General, Consumer Protection Unit

From: Chris Magis Nero©, Secured Party Creditor / Fiduciary Trustee, Private Attorney General under Article IV

Address: 7200 W. Picture Rocks Rd., Tucson, Arizona Republic

Subject: Notice of Bill Dispute, Demand for Validation, and Proof of Claim

Dear Billing Department,

This educational example demonstrates a lawful approach for disputing an alleged utility debt under federal and commercial law. The sender, acting in fiduciary capacity, demands verifiable evidence that a lawful obligation exists, in accordance with FDCPA §809(b). The purpose is to ensure transparency, validation, and proper accounting under truth-in-lending and UCC obligations.

Key Educational Clauses

1. ****Fair Debt Collection Practices Act (15 USC §1692g)**** – requires that a collector provide the original contract and full accounting upon demand. Failure to validate constitutes cessation of collection activity.
2. ****Truth in Lending Act (15 USC §1601)**** – requires full disclosure of credit terms when an extension of credit occurs. A utility bill may represent an extension of credit if payment is demanded post-service.
3. ****Paperwork Reduction Act (44 USC §3501 et seq.)**** – any federal or quasi-federal billing instrument must display a valid OMB control number or it is unenforceable.

4. ****GAO and Treasury Oversight (GAO-12-1009R)**** – agencies and contractors must maintain proper accounting and transparency when using private or trust-based credits for settlement or billing purposes.

5. ****UCC Article 3 – Negotiable Instruments**** – defines lawful tender, endorsement, and acceptance for value processes under commercial law.

6. ****UCC Article 9 – Secured Transactions**** – establishes that secured parties have first priority claim to their private collateral and negotiable instruments tendered in good faith.

Educational Summary

This example teaches that lawful dispute requires written notice, verifiable accounting, and proof of lawful claim. A secured party or fiduciary trustee may request:

- Original wet-ink contract or agreement proving consent.
- OMB control number on billing instruments (if applicable).
- Full accounting and reconciliation of the alleged balance.
- Identification of all sources of credit used in the transaction.

If the company cannot provide validation, the account remains in dispute until full disclosure is achieved.

Respectfully submitted,

By: Chris Magis Nero©

Secured Party Creditor / Fiduciary Trustee

Educational Example – Not Legal Advice