

LACLEDE GAS COMPANY
720 OLIVE STREET
ST. LOUIS, MISSOURI 63101
(314) 342-0533

RICK ZUCKER
ASSISTANT GENERAL COUNSEL-REGULATORY

February 5, 2003

VIA FEDERAL EXPRESS

FILED³

FEB 10 2003

Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Governor Office Building
200 Madison Street
P. O. Box 360
Jefferson City, MO 65102-0360

**Missouri Public
Service Commission**

RE: Case No. GC-2003-0212
Donita Tegeler v. Laclede Gas Company

Dear Sir:

Enclosed for filing, please find the original and eight copies of the Answer and Motion to Dismiss in the above-referenced case. Please file-stamp the additional copy of this Answer and return the same in the pre-addressed, stamped envelope provided.

Thank you for your consideration in this matter.

Sincerely,


Rick Zucker

RZ:kz

cc: All parties of record
Consumer Services Department

FEB 10 2003

Respondent.

A. The Tegeler's attempted to cancel their service at 115 Reeb Lane, Apartment 2, Florissant, MO 63031 (the "Premises") on December 22, 2001, but Laclede did not keep the scheduled appointment.

- B. In February 2002, Complainant received a bill for gas service used at the Premises after December 22, 2001, which bill Complainant refused to pay because she no longer lived at the Premises.
 - C. Complainant was treated rudely by two Laclede customer service representatives when she called to complain about the bill for use at the Premises. Complainant was placed on a speakerphone so others could hear her call, and she could hear people laughing.
3. Laclede denies all of the claims listed in paragraph 2, or states that the claim has been satisfied, as follows:
- A. The Tegelters had scheduled their service at the Premises to be turned off on December 22, 2001. Laclede showed up on the appointed day, but Mr. Robert Tegeler (Complainant's husband) canceled the order. Attached as Schedule 1 is a copy of the work order showing that it was canceled by the customer and containing Mr. Tegeler's signature. Therefore, Laclede denies the claim that it failed to keep its scheduled appointment.
 - B. Although the Tegelters cancelled their discontinuance order on December 22, 2001, after investigating the issue and discussing the matter with Staff, Laclede found that the Tegelters had moved to a new address, 8919 Scottdale Avenue, where new service was initiated on January 10, 2002. In June 2002, Laclede agreed to credit the Tegelters for all service at the Premises after December 22, 2001, although Laclede does not believe it was obligated to do

so. Service at the Premises was actually disconnected on April 5, 2002. Usage between December 22, 2001 and April 5, 2002 totaled 390 CCF of gas. The value of the credit afforded to Complainant was \$272. Therefore, this claim has been satisfied. All remaining amounts owed by the Tegeler's for gas usage at the Premises were incurred prior to December 22, 2001 and are accordingly not the subject of this Complaint.

- C. Laclede denies that its customer service representatives treated Complainant rudely. Laclede also denies that any of its customer service representatives laughed at or about Complainant. To the contrary, Ms. Tegeler's telephone demeanor with Laclede personnel has been very emotional and abrupt. On at least four occasions, Ms. Tegeler became extremely irate and hung up on Laclede's service representative. For example, on April 4, 2002, when a Laclede service representative originally informed Complainant that she would be responsible for usage at the Premises following the cancellation by Mr. Tegeler of the discontinuance order, Complainant hung up on her. Laclede denies that its personnel acted unprofessionally at any time.

BACKGROUND FACTS

4. Complainant initiated service at the Premises on April 14, 2000. By October 13, 2000, Complainant had incurred charges of \$273.05 on her account. No

payments had been made on the account since it was initiated. On November 7, 2000, Complainant's service was disconnected. At the time of disconnection, Complainant's meter read 4655.

5. Despite the fact that the ensuing winter of 2000-2001 was one of the coldest winters in recent memory, Complainant made no attempt to restore service, under the Cold Weather Rule or otherwise. However, in May 2001, Complainant paid off her arrears, and on May 30, 2001, her service at the Premises was reactivated. At the time of reactivation, the meter read 5744. The difference of 1089 ccf is consistent with the usage that would have taken place had the meter been on during the severe winter of 2000-2001. The obvious conclusion is that the Tegelters used gas without authorization from November 7, 2000 to May 30, 2001, in violation of Laclede's tariff. Usage of 1089 ccf during this period translates to \$1,074.22 in billings, which the Tegelters owe.

6. On December 22, 2001, the Tegelters meter read 6360. Therefore, from May 30, 2001 to December 22, 2001, the Tegelters used 616 ccf of gas, which translates to billings of \$564.33, which the Tegelters also owe.

7. From initiation of service on 8919 Scottdale on January 10, 2002, to the most recent meter reading on January 18, 2003, the Tegelters have used 1003 ccf of gas, for which they have been billed approximately \$762.50, not counting late charges.

8. Against these sums, the Tegelters made no payments in 2000 or 2001 for the gas they used during the period November 7, 2000 to December 22, 2001. They made payments of \$100 on June 14, 2002, \$150 on August 19, 2002, and \$238.60 on December 13, 2002, in order to retain service under the Commission's rule on disputes. Total payments made for service used by the Tegelters from November 7, 2000 to January

18, 2003 total \$488.60. Total usage for this period, which includes 2 ½ winters, equals \$2,401.05. When other services and late charges are added in, the total amount owing by the Tegellers comes to \$2,078.

RELIEF REQUESTED

9. The only monetary claim stated by Complainant has been satisfied by a credit issued by Laclede for usage at the Premises from and after December 22, 2001. Therefore, the Tegellers have no amount that is in good faith dispute at this time under Commission Rule 13.045. Any dispute claimed by the Tegellers is frivolous, and pursuant to Rule 13.045(4), the Tegellers have no right to continued service, subject only to the requirements of the Cold Weather Rule. This Answer shall serve as notice of same to the consumer services department.

10. In light of the foregoing, Laclede respectfully requests that the Commission find that the Complaint should be dismissed, because there is no amount in dispute that is subject to the Complaint, or alternatively, the Commission should set this case for hearing.

Respectfully submitted,



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Certificate of Service

The undersigned certifies that a true and correct copy of the foregoing Answer and Motion to Dismiss was served on the Complainant, the General Counsel of the Staff of the Missouri Public Service Commission and the Office of Public Counsel on this 5th day of February, 2003 by hand-delivery or by placing a copy of such Answer, postage prepaid, in the United States mail.



REVIEW ORDER REASON

221295-018 (Field) (R)outed R (D)ispatched: Grid No. 148330 Date Scheduled 12/22/01 AM PM AL X	Office Located LACLEDE Order No. 010746809 Dist. N Area 04 Account No. 221295-018 Schedule 1 Meter No. 000140216 Meter Size 175SU Loc. INSIDE
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SERVICE INFORMATION: Tee 01 NNBL Main 09 WWCL Curb Box 00 Riser 01 WEBL Service 01 NNBL Material STEEL Branch Service N	Leak Information NO MATCH FOUND Leak # Class Location Detected Gas: Source of Gas:
REQUIRED INSPECTIONS: *C/B SURV-LK REP*	

Name TEGLER, DONITA Service Address 115 REEB LN APT2 Township FLORISSANT, MO 63031 Special Inst: SEE LEASE OFC ACCESS+CUXT HOME Special Inst: TRAN TO 8919 SCOTTDAL	Cust Phone Owner/Tenant RENTER
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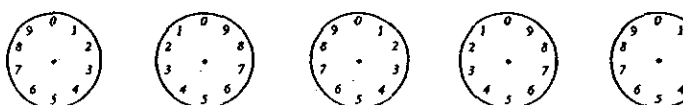
JOB DESCR. TOFF 30 ** TURN OFF SERVICE ORDR-INSIDE MTR ** MTR STAT ACTIVE

TAKEN 01/02/01 NOTE ON ALL ORDERS2GO2LEASING OFFICE4ACCESS
TAKEN 04/10/00 OWNER: BOB SCHILLINGER, 314-831-1946
TAKEN 04/18/91 BASEMENT

Ordered By DONITA

OFFICE USE ONLY: Date Taken 12/18/01 Time Taken 07.09.53 Operator 05769 NEWBON, LYNETTA
Mailing Address _____ City _____ ST _____ ZIP _____
Meter Sets: Town Code 260-FLORISSANT Route 0909
Rate 2RL Revenue Class 001 Norm .7200 Add .0652 Tax Code T
SVC Press INTERMEDIATE Geographic Location _____

() CHECK IF EXTRA FIELD WORK DONE. SEE REVERSE FOR COMPLETED INFORMATION

Main Meter 000140216	COMPLETION INFORMATION
Old Meter No. 000140216 Device Number _____ No. of Dials: 4 Location: INSIDE Size: 175SU	New Meter No. _____ Device Number _____ No. of Dials: _____ Location: _____ Size: _____
D.R. METER REPORT Meter Found DR _____ Not DR _____ Device Found DR _____ Not DR _____	
CURRENT METER READING:  READINGS ==> 4874	NEW METER READING: 
INDEX READING Top/Front/Meter 6360 Bot/Rear/Device _____ Vender _____	INDEX READING _____
HIGH/LOW READINGS FROM SYSTEM: Low 4881 High 4886 Verified _____	

ORDER STATUS V	EMPLOYEE NUMBER 5981	DATE COMPLETED 12-22-01	TIME START 1015	TIME COMPLETE 1025
Service Person Signature [Signature]				
Comment Cancelled per customer				

APPLIANCE INSPECTION			
APPLIANCES	LIT	OK	VENT
RANGE			
WATER HTR			
TEMP. SETTING	LOW <input type="checkbox"/>	NORMAL <input type="checkbox"/>	HOT <input type="checkbox"/>
SPACE HTR			
CENTRAL HH			
DRYER			
AIR COND			
GAS LIGHT			
GRILL			
OTHER			

GAS METER INSPECTION

METER FOUND: On X Off _____
Locked _____ Off At Curb _____
No Access _____

METER LEFT: On Same Customer X _____
On New Customer _____ Off _____
Locked _____ Off At Curb _____
Removed _____ No Access _____

SPOTTED METER W.R. No Access _____

Not Required X
Or Reason Not Taken _____
Or Reason Not Taken NR
Or Reason Not Taken NR
A B C D E No Access _____
Yes No Access NR

HOUSE SALE INSPECTION REPORT Y/NO _____
MARK APPLIANCES YES=Y NO=NO

The Liability, if any, of Laclede Gas Company for any and all property damages in connection with the performance of the inspection referred to herein (including, but not limited to, any assertion that anyone is required to pay for any new appliances because of Laclede Gas Company's alleged improper or negligent performance of such inspection) shall in every case be limited to an amount equal to the charges made by Laclede Gas Company for such inspection.

[illegible]

DATE_____ TOTAL_____

(FOR TURN-ONS ONLY): The undersigned applies for gas to be served to this address and agrees to use same in accordance with authorized rate schedules, rules and regulations. This contract to remain in force until the customer revokes it by written or verbal notice, given three days in advance of date to be discontinued.

(FOR TURN-OFFS ONLY): I hereby request the gas company not to discontinue the supply of gas in my name at the premises mentioned on the reverse side of this order. I also certify that I am or represent the same person who previously applied for service, and whose name appears on the face of this order.

Date Moved In _____
Date _____ SS #. _____