

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED³

JUN 3 0 2003

Name: Michael E. McKinzy, Sr.
Complainant

Missouri Public
Service Commission

vs.

Company Name: Missouri Gas Energy Co.
Respondent

Case No.

COMPLAINT

Complainant resides at 8004 Overton Dr. Raytown, MO 64138
(address of complainant)

1. Respondent, Missouri Gas Energy Co.
(company name)
of Kansas City, Missouri
(location of company), is a public utility under the
jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

All my utilities except my gas account were transferred from my previous residence located at 8609 E 87th St Raytown, Missouri to 8004 Overton Dr. Raytown, Missouri in March of 2003. I was divorced on November 8, 2002 and remarried on February 16, 2003. My new wife was not living at my new residence located at 8004 Overton Dr. in March of 2003 nor is she living there now. After a MGE employee checked my new wife's social security number and found an unpaid bill from an address at 3928 Highland K.C., MO for services from December 17, 1998 to March 30, 1999 in the amount of \$449.96, I was told by a MGE employee that my gas account would not be transferred until I paid my new wife's gas bill in full. When my new wife obtained this bill, I did not even know her then.

3. The Complainant has taken the following steps to present this complaint to the Respondent:

The gas at my new residence at 8004 Overton Dr. was turned off on 6/17/2003. I took off my union electrician's job on 6/18/2003 to get my gas service back on. I spoke to a MGE employee on 6/18/2003 named Rensy on the phone at (816)360-5509 regarding restoration of my gas service. I was told that if I provided documentation showing where my wife resided and that she did not reside with me, my gas service would be restored. I faxed Rensy a copy of my lease and copies of my wife's pay statements in her maiden name showing a different address on 6/18/2003. After I faxed Rensy the documents she called back and stated that the documents I faxed did not prove anything and that the only way I could get my gas back on was to pay wife's gas bill.

WHEREFORE, Complainant now requests the following relief:

I request that my gas account be transferred from my previous residence at 8609 E 87th St Raytown, Missouri to my new residence located at 8004 Overton Dr. Raytown, Missouri, without being made to pay for gas services at 3928 Highland Kansas City, Missouri from December 17, 1998 to March 30, 1999.

6/23/03

Date

Michael E. McKinney, Sr.

Signature of Complainant

Attach additional pages, as necessary.
Attach copies of any supporting documentation.

LEASE WITH PURCHASE OPTION

BY THIS AGREEMENT made and entered into on 3/2, 03 (year),
 between Mr + Mrs Gerald B Lee,
 and Michael McKinney,
 Lessor leases to Lessee the premises situated at 8004 Overton,
 the City of Raytown, County of Jackson, State of Missouri,
 and more particularly described as follows: deed will follow if accepted.

together with all appurtenances, for a term of one years, to commence on March 15, 2003 (year), and
 to end on March 15, 2004 (year), at 12 o'clock A. m.

1. Rent may be prorated
 1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Eight hundred
fifty & 100/100 Dollars (\$ 850) per month
 in advance on the 15th day of each calendar month beginning March 15, 2003 (year), payable at
13413 E. 51st St., City of Kansas City 64133, State of
Missouri, or at such other place as Lessor may designate.

2. Security Deposit. On execution of this lease, Lessee deposits with Lessor Two thousand & 100/100
 Dollars (\$ 2000), receipt of which is
 acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee,
 without interest, on the full and faithful performance by him of the provisions hereof.

3. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee
 shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Security Deposit
Will Not Be refunded to Lessee for any reason, however, credit will be given

4. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as single family
 and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for any other
 purpose. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental
 authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected
 thereto, during the term of this lease.

5. Condition of Premises. Lessee stipulates that he has examined the demised premises, including the grounds and all
 buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and
 tenantable condition.

6. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or
 grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting,
 concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license.
 An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting
 by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

7. Alterations and Improvements. Lessee shall make no alterations to the buildings or the demised premises or construct
 any building or make other improvements on the demised premises without the prior written consent of Lessor. All
 alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception
 of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by
 written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the
 expiration or upon sooner termination of this lease.

8. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty
 not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly
 repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to

hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

19. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

20. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in . Additional information regarding radon and radon testing may be obtained from your county public health unit.

21. Lead Paint Disclosure. "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

22. Purchase Option. It is agreed that Lessee shall have the option to purchase real estate known as:

8004 Overton

Raytown Mo. 64138

for the purchase price of Twenty nine thousand nine hundred & 100 Dollars (\$ 29,900)
with a down payment of Two thousand & 100 Dollars (\$ 2,000) payable upon exercise
of said purchase option, and with a closing date no later than 365 days thereafter. This purchase option
must be exercised in writing no later than March 15 , 2004 (year), but shall not be
effective should the Lessee be in default under any terms of this lease or upon any termination of this lease.

Michael McKinney agrees to carry renters insurance and provide for it. *mm*

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

Lessee agrees to sign Form 1 contract made up by an attorney of the state of Missouri *mm*

James B. Lee III
Lessor

Michael McKinney 2/02/03
Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

CIRCULATION CHECK REQ
The Kansas City Star.

1729 Grand Avenue
 Kansas City, Missouri 64108

March 15, 2003

STATEMENT DUE WHEN PRESENTED

DATE	REFERENCE	DESCRIPTION						AMOUNT	
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Bill: 160387 Carrier: 520077 Route: 909116 03/09/2003 - 03/15/2003

	3/ 9 SUN	3/10 MON	3/11 TUE	3/12 WED	3/13 THU	3/14 FRI	3/15 SAT	Daily	Sunday
MS	225	223	221	220	220	219	222		
MO		2	2	2	2	2	2		
WK	36					37	34		
TO		10	10	10	10	7			
SO									
TOT	261	235	233	232	232	265	258	1455	261
Samp									
Agent	1	1	1	1	1	1	1		
Serv Copy	4	4	4	4	4	4	4		
03/15/2003 DL									307.95 CR
03/11/2003 DELV									1.71 CR
03/12/2003 DELV									13.25 CR

Total \$322.91 CR

CIRCULATION CHECK REQ
The Kansas City Star.

1729 Grand Avenue
 Kansas City, Missouri 64108

March 15, 2003

Bill: 160387

Carrier: 520077 Route: 909116

For Period: 03/09/2003 - 03/15/2003

District: 34 DB

Substation: 14

TAMARA NANCE 14
 6107 E 8TH ST
 KANSAS CITY, MO 64128-0000

CREDIT BALANCE

\$322.91 CR
 BALANCE DUE

CIRCULATION CHECK REQ
The Kansas City Star.

1729 Grand Avenue
 Kansas City, Missouri 64108

March 08, 2003

STATEMENT DUE WHEN PRESENTED

DATE	REFERENCE	DESCRIPTION						AMOUNT
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Bill: 160387 Carrier: 520077 Route: 909116 03/02/2003 - 03/08/2003

	3/ 2 SUN	3/ 3 MON	3/ 4 TUE	3/ 5 WED	3/ 6 THU	3/ 7 FRI	3/ 8 SAT	Daily	Sunday
MS	223	222	221	223	223	223	225		
MO		2	2	2	2	2	2		
WK	38					39	36		
TO		10	10	10	10	7			
SO									
TOT	261	234	233	235	235	271	263	1471	261

Samp Agent	1	1	1	1	1	1	1		
Serv Copy	4	4	4	4	4	4	4		

03/08/2003	DL	HD Delivery Fee	309.70 CR
03/03/2003	DELV	JE#300549 SUNDAY REDELV 2/24 - 2/28/03	1.14 CR
03/06/2003	SRVC	JE#300710 SERV INC W/E 3/1/03	100.00 CR

Total \$410.84 CR

CIRCULATION CHECK REQ
The Kansas City Star.

1729 Grand Avenue
 Kansas City, Missouri 64108

March 08, 2003

Bill: 160387
 Carrier: 520077 Route: 909116
 For Period: 03/02/2003 - 03/08/2003
 District: 34 DB
 Substation: 14

TAMARA NANCE 14
 6107 E 8TH ST
 KANSAS CITY, MO 64128-0000

CREDIT BALANCE

\$410.84 CR
BALANCE DUE