

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Donita Tegeler,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. GC-2003-0212
	)	
Laclede Gas Company	)	
	)	
Respondent.	)	

**LACLEDE GAS COMPANY’S RESPONSE  
TO STAFF’S VERIFIED REPORT**

**COMES NOW** Laclede Gas Company (“Laclede” or “Company”), and submits its Response to Staff’s Verified Report in the referenced case, stating as follows:

1. On May 1, 2003, the Commission issued its Third Order Extending the Time for Filing of a Staff Investigation and Report. In the Order, the Commission directed Staff to file a report on the issues set out in the pleadings, and any other issue Staff chose to address, by May 30, 2003. The Order further allowed any party until June 16, 2003 to respond to Staff’s report.

2. Staff filed a verified report (the “Report”) on May 30, 2003. In the Report, Staff ultimately concludes that the Complaint initiating this case may be dismissed, as requested by Laclede.

3. In the Report, Staff agreed with Laclede on every major point affecting this case. Specifically, these points are as follows:

**A. The Tegelers used gas service from Laclede at 115 Reeb Lane, Apartment 2, Florissant, MO 63031 (the “Premises”) from November 7, 2000 through at least December 22, 2001. (Report, pages 2, 5).**

Laclede discontinued service to the Tegeler's at the Premises on November 7, 2000, locking the meter which, at the time, read 4655. Shortly thereafter, Laclede sent a final bill to the Tegelers, but received no response. The Report accurately reflects the fact that, between November 2000 and May 2001, there was "no billing while gas use continued." (Report, p.2). Staff confirmed the fact that gas use continued through Laclede's records, which showed that on May 30, 2001, when Laclede reactivated the Tegeler's gas service at the Premises, the meter read 5744. (*Id.*)

Thus, during the winter and spring of 2000-2001, at a time when Laclede believed that gas service to the Premises had ceased, the Tegelers actually used 1089 ccf of gas, worth approximately \$1000. Through its investigation, Staff further obtained evidence of the Tegelers' unauthorized gas usage from the Tegelers themselves, who confirmed that "they had gas service during the winter of 2000-2001..." (Report, p. 5).

**B. The Tegelers made no payments to Laclede for gas service used from November 7, 2000 through December 22, 2001. (Report, p.2, 3).**

Staff's summary of the Tegeler's account history confirms that no payments are shown as having been made for gas service rendered during the period November 2000-May 2001 or during the period May 2001-March 2002. (Report, p. 2). Naturally, no bills would have been sent to the Tegelers during the former period, when Laclede believed that gas service had been discontinued, so it is not surprising that no payments were received during that period. However, following the Tegeler's reactivation of gas service on May 30, 2001, Laclede sent bills to the Tegelers at the Premises beginning in late June 2001, which bills also remained unpaid. Thus, the Tegelers made no payments for gas service rendered at the Premises from and after November 7, 2000. (Report, p. 3).

**C. Laclede has removed all charges from the Tegelers' account for any gas service at the Premises after December 22, 2001, which was the main issue raised in the Tegelers' Complaint. (Report, p. 5)**

In December 2001, the Tegelers were making arrangements to move from the Premises to a property in Jennings, Missouri. They arranged for Laclede to terminate their gas service at the Premises on December 22, 2001. However, when Laclede's service representative arrived at the Premises, Mr. Tegeler canceled the termination order. Nevertheless, because there was some dispute over when the Tegeler's actually vacated the Premises, Laclede agreed that it would not charge the Tegelers for service at the premises after December 22, 2001. (Report, p. 3) Thus, the Tegeler's account was credited for any billings for service at the Premises after this date. This resulted in Laclede reducing the amount due from the Tegelers by \$272. (Report, p. 5).

**D. The balance due and owing by the Tegelers to Laclede for gas service at the Premises totals \$1638.54. (Report, pp. 5-6).**

In completing its investigation, Staff concludes that Laclede has accurately accounted for the Tegeler's gas service at the Premises. Staff concludes that "The charge of \$1638.54 appears to be an accurate calculation of the balance due for gas the Tegelers used from November 2000 through December 2001." (Report, p. 5). Because Staff could find no evidence of any payments made by the Tegelers covering this period, Staff therefore concluded in the Report that Staff does not dispute Laclede's calculation of the balance due, as set forth in Laclede's Answer to the Complaint. (Report, p. 6).

4. In summary, Staff agrees with Laclede's position on each of the crucial elements of the case: that the Tegelers used gas service at the Premises from November 7,

2000 through at least December 22, 2001, that the Tegelters failed to pay for such service, that Laclede credited the Tegelters for any service used at the Premises after December 22, 2001, and that Laclede has accurately calculated \$1638.54 as the amount due and owing for gas service at the Premises. As a consequence, Staff does not oppose Laclede's motion to dismiss the complaint.

5. Staff does, however, make some additional observations in the Report, a few of which merit a brief response by Laclede. First, Staff notes that, although the Tegelters made no payments for gas service after it was originally initiated in April 2000, service was not ordered shut off until November 2000. (Report, p. 6) In fact, Laclede issued a discontinuance notice with its August 2000 bill, threatening to discontinue service if payment was not made by early September. Laclede's records show that on September 8, 2000, a Laclede service representative visited the Premises to disconnect service. In accordance with Laclede's tariff and Commission rules, the Laclede representative personally contacted the customer prior to disconnection, and was told by the customer that payment had been made to Laclede's night box. Although the customer's statement turned out to be untrue, Laclede believes that its representative was not unreasonable under those circumstances in giving the customer the benefit of the doubt and refraining from disconnection at that time.

6. Second, Staff suggests that Laclede violated its tariff by adjusting meter readings during 2001 more than three consecutive times and ignoring actual readings. Staff affirms that this issue does not affect the case, principally because these adjustments resulted in the Tegelters' receiving bills that were *less than* the bills they should have received, and against which the Tegelters made no payments anyway. Nevertheless,

Laclede denies that it adjusted meter readings more than three times, and disputes that its actions violated tariff provisions.

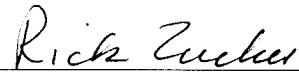
7. This issue stems from the fact that, in reactivating service on May 30, 2001, Laclede's service representative recorded a meter reading of 5744, although service had been discontinued in November 2000 with a meter reading of 4655. Laclede's system spotted this anomaly as an issue for review. The reviewer noticed that each number in the May 2001 reading was one digit removed from the number in the November 2000 reading, a circumstance that suggested the possibility of an erroneous reading. The reviewer, with supervisory approval, chose to adjust the May 2001 reading to reinstitute the original reading of 4655. This procedure does not violate Laclede's tariff concerning Modification of Questionable Meter Readings. (Tariff Sheet R-6-c).

8. Laclede next gained access to this meter in September 2001, and recorded a reading of 5946. At this point, Laclede's choice was to bill the customer for over 1200 ccf of usage (more than \$1000) or perform a second modification. Laclede's tariff prohibits a second modification unless Laclede attempts a special meter reading or meter inspection. If such a reading or inspection is not obtained, then the second modification can only be performed with supervisory approval. In Laclede's experience, customers who receive large bills that turn out to be incorrect express a high level of dissatisfaction. Given these parameters, Laclede in this case mailed the customer a notice requesting an appointment to inspect the meter. Laclede received no response. A second modification was approved as Laclede continued to issue mailings in an attempt to gain access to the meter. Under these circumstances, it does not appear that modifications of the May and September 2001 meter readings violated Laclede's tariff.

9. In summary, Staff's investigation and Report concurs with Laclede's allegations on every major point in this case. Staff has therefore indicated that the Commission may dismiss the Complaint. Dismissal is fully warranted, for the reasons discussed in Laclede's Answer, the Report and this Response.

WHEREFORE, Laclede Gas Company respectfully requests that the Commission dismiss the Complaint.

Respectfully submitted,



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**Certificate of Service**

The undersigned certifies that a true and correct copy of the foregoing Response 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 16th day of June, 2003 by hand-delivery, fax, email or United States mail, postage prepaid.

