

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

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

FILED⁴
FEB 06 2003

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

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

Donita Tegeler,

Complainant,

v.

Laclede Gas Company

Respondent.

)
)
)
) Case No. GC-2003-0212
)
)
)

FILED⁴
FEB 06 2003
Missouri Public
Service Commission

**ANSWER AND MOTION TO DISMISS OF
RESPONDENT LACLEDE GAS COMPANY**

COMES NOW Laclede Gas Company ("Laclede" or "Company"), pursuant to the Commission's January 7, 2003 Notice of Complaint in the above captioned case, and submits its Answer and Motion to Dismiss the Complaint filed against Laclede by Donita Tegeler ("Ms. Tegeler" or the "Complainant") on or about December 20, 2002. In support of its Answer and Motion to Dismiss, Laclede states as follows:

1. While it is difficult to fully comprehend Ms. Tegeler's Complaint, Laclede will attempt to provide the salient points and address them. In summary, Laclede denies every claim made by Complainant, or avers that such claim has been satisfied. Laclede seeks an order of the Commission dismissing the Complaint.

2. The Complaint appears to state the following claims:

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 Tegelters 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 Tegelters have no amount that is in good faith dispute at this time under Commission Rule 13.045. Any dispute claimed by the Tegelters is frivolous, and pursuant to Rule 13.045(4), the Tegelters 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,



Michael C. Pendergast MB #31763
Vice President - Associate General Counsel
Laclede Gas Company
720 Olive Street, Room 1520
St. Louis, MO 63101
(314) 342-0532 Phone
(314) 421-1979 Fax
mpendergast@lacledegas.com

Rick Zucker
Assistant General Counsel
Laclede Gas Company
720 Olive Street, Room 1524
St. Louis, MO 63101
(314) 342-0533 Phone
(314) 421-1979 Fax
rzucker@lacledegas.com

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

Z21295-018

(F)ield (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

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

Cust Phone

Owner/Tenant RENTER

Special Inst:

SEE LEASE OFC ACCESS+CUXT HOME

Special Inst:

TRAN TO 8919 SCOTTDAL

JOB DESCR. TOFF 30 ** TURN OFF SERVICE ORDR-INSIDE MTR ** MTR STAT ACTIVE

TAKEN 01/02/01 NOTE ON ALL ORDERS2602LEASING 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:

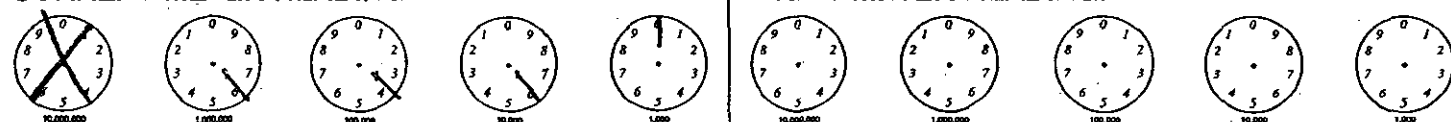
D.R. METER
REPORT

Meter Found DR
Device Found DR

Not DR
Not DR

CURRENT METER READING:

NEW METER READING:



READINGS ==> 4874 LAST READ DATE 12/12/01

INDEX READING

Mult

INDEX READING

Mult

Top/Front/Meter

Bot/Rear/Device

Veeder

HIGH/LOW READINGS FROM SYSTEM:

Low 4881

High 4886 Verified

ORDER

EMPLOYEE

DATE

STATUS

NUMBER

COMPLETED

TIME START

TIME COMPLETE

Service Person 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 ☒ Off ☐
Locked ☐ Off At Curb ☐
No Access ☐

METER LEFT: On Same Customer ☒
On New Customer ☐ Off ☐
Locked ☐ Off At Curb ☐
Removed ☐ No Access ☐

SPOTTED METER WR 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

UNITS USED	STOCK NO.	DESCRIPTION OF MATERIAL	COST AMT
ADDITIONAL MATERIAL Y/N		TOTAL COST OF MATERIAL	
LABOR MEN _____ HRS _____ MIN _____			
DATE _____ TOTAL _____			

02	CENTRAL HH		<p>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.</p>
02	WATER HEATER		
03	RANGE		
08	DRYER		
02	ROOM HEATER		
07	GRILL		
06	GAS LIGHT		
05	AIR COND.		
09	FUEL RUNS O.K.		
09	CONNECT		
01	HSI		
11	MISC.		

INSPECTED BY _____ DATE _____ TOTAL _____

SERVICEMAN'S REMARKS AND HSI OTHER COMMENTS _____

CHG MTL ONLY _____ CHG PER MIN _____ SPEC. CHG. _____ FOREMAN APPROVAL _____

☐ (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.

Customer Signature Robert Teague Date Moved In _____
Date _____ SS #. _____