

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

Paul Brown and Debra Brown,)	
)	
Complainants,)	
)	
v.)	Case No. GC-2017-0199
)	
Summit Natural Gas of Missouri, Inc.,)	
)	
Respondent.)	

ANSWER AND MOTION TO DISMISS

COMES NOW Summit Natural Gas of Missouri, Inc. (“SNGMO” or “Company”) pursuant to the *Notice of Contested Case and Order Directing Filing*, issued on January 24, 2017 and 4 CSR 240-2.070(7), and for its Answer and Motion To Dismiss, respectfully states as follows to the Missouri Public Service Commission (“Commission”):

SUMMARY

The premises at which the Browns seek natural gas service from SNGMO is located in an area listed in SNGMO’s tariff as being a part of its Branson Division (an area formerly served by Southern Missouri Gas Company, d/b/a Southern Missouri Natural Gas). However, this territory was primarily certificated for a “line certificate” (“Includes areas where the 8-inch line will be located but no local distribution service is anticipated.”). Southern Missouri Natural Gas did, and SNGMO does, provide service to some locations in this line certificate area through “farm taps.” Those farm taps were permitted as an exception to the line certificate as a result of the original grant of certificate to Southern Missouri Natural Gas in Commission Case No. GA-2007-0168 (*See Report and Order* (February 5, 2008); and *Stipulation and Agreement of SMNG and MGE* (December 4, 2007)). That exception does not apply in the case of the Browns’ premises.

When the current management team joined SNGMO, it recognized that as a result of various circumstances, utility personnel (both that of SNGMO and its predecessors) had initiated service in various locations beyond the Company's certificated area for such service. SNGMO has sought to remedy that situation with the Commission as it relates to existing service through the filing of an application for certificate that is pending Commission decision (File No. GA-2017-0016). The management team also sought to bring to a halt activities that might result in expansion beyond the Company's certificated territory. As a result of SNGMO's adherence to Commission statutes, rules and orders governing the Company's service territory, the Company cannot provide service to the Browns.

Having previously recognized the regrettable situation the Browns have found themselves in through no fault of their own, SNGMO has communicated a willingness to discuss a resolution whereby SNGMO would attempt to make the Browns whole in regard to what they have spent in contemplation of receiving natural gas service from SNGMO, as well as what costs may be necessary to make their appliances suitable to utilize propane gas. SNGMO continues to be willing to work towards such a resolution. However, this Complaint should be dismissed because it does not allege a violation of tariff, statute, rule, order, or decision in that the Complaint acknowledges that the subject residence is not within SNGMO's certificated territory.

ANSWER

For its Answer, SNGMO states as follows:

1. SNGMO denies the allegations contained in paragraph 1.
2. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 2, and therefore, denies the same.
3. SNGMO admits the allegations contained in Paragraph 3.
4. Paragraph 4 does not contain a factual allegation to which a response is required.
5. SNGMO admits the allegations contained in Paragraph 5.

6. SNGMO admits that the tariff sheet cited by Complainants in Paragraph 6 contains a description of SNGMO's certificated area in Lawrence County. However, SNGMO further states that SNGMO's certificated territory is modified by the Commission's *Report and Order* in Case No. GA-2007-0168, and, therefore, denies the remaining allegations in Paragraph 6 to the extent they are inconsistent with the referenced *Report and Order*.

7. SNGMO denies the allegations contained in Paragraph 7 in that SNGMO believes that Complainants' residence is located with Township 26 North, Range 26 West, Section 14, which is listed in SNGMO's Lawrence County certificated territory. However, SNGMO further states that the nature of its certificated territory in Township 26 North, Range 26 West, Section 14 does not permit SNGMO to provide the type of service requested by Complainants.

8. Paragraph 8 does not contain a factual allegation to which a response is required.

9. SNGMO admits the allegations contained in Paragraph 9.

10. SNGMO admits that Mr. Wilson communicated with Complainants in January of 2016. SNGMO further states that communications were initiated by Complainants prior to January of 2016. SNGMO denies any remaining allegations contained in paragraph 10.

11. SNGMO admits the allegations contained in Paragraph 11.

12. SNGMO admits the allegations contained in paragraph 12. SNGMO further states that gas lines were installed in conjunction with bedding work performed by Complainants.

13. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 13, and therefore, denies the same.

14. SNGMO admits that in August 2016, its representative informed Complainants that SNGMO would not be able to provide service to Complainants. SNGMO further states that both Complainants and SNGMO understood the Complainants' property to be in Laclede's

service territory, and that the conclusion by SNGMO, in August 2016, after the execution by the Complainants of the Application, that service cannot be provided at the Browns' premises was necessitated by the limited nature of the certificate held by SNGMO's predecessor and of the "farm- tap" exception pursuant to that authority. (*See Case No. GA-2007-0168 - Report and Order* (February 5, 2008); and *Stipulation and Agreement of SMNG and MGE* (December 4, 2007)). SNGMO denies the remaining allegations contained in paragraph 14.

15. SNGMO admits the allegations contained in Paragraph 15.

16. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 16, and therefore, denies the same.

17. SNGMO admits that representatives of Laclede Gas Company have expressed a willingness to be accommodating in regard to this matter to include support for a Certificate of Convenience and Necessity that would include the Complainants' property. SNGMO is without sufficient information or belief to admit or deny the remaining allegations contained in Paragraph 17, and therefore, denies the same

18. SNGMO admits that it has not requested a certificate of convenience and necessity to provide natural gas service to Complainants. SNGMO denies the remaining allegations contained in paragraph 18.

19. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 19. However, SNGMO further states that it acknowledges that Complainants have likely incurred such costs.

20. SNGMO admits the allegations contained in Paragraph 20.

21. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 21. SNGMO further states that it is not currently supplying gas service to Complainants' property.

22. SNGMO is without sufficient information or belief to admit or deny the allegations contained in Paragraph 22.

23. SNGMO admits the allegations contained in Paragraph 23, to the extent the Complaint may represent those efforts.

24. SNGMO admits the allegations contained in Paragraph 24.

25. SNGMO denies the allegations contained in paragraph 25.

26. Except as expressly admitted in this answer, SNGMO denies each and every allegation contained in the Complaint.

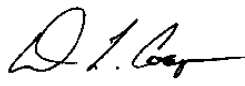
MOTION TO DISMISS

27. Further answering, as an affirmative defense, and as its Motion to Dismiss, SNGMO states that the Complaint fails to state a claim upon which relief may be granted because the Complaint does not allege a violation of any tariff, statute, rule, order, or decision in that the Complainants' allege that their residence is not located within SNGMO's certificated service territory (Complaint, para. 6 and 7) and, therefore, SNGMO has no right or obligation to serve Complainants at that location; and, further in that the Commission has no authority to determine damages or award pecuniary relief or consequential damages.

WHEREFORE, having fully answered the allegations contained in the Complaint, SNGMO asks that the Complaint be dismissed.

Respectfully submitted,

BRYDON, SWEARENGEN & ENGLAND P.C.

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ATTORNEYS FOR SUMMIT NATURAL GAS
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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 23rd day of February, 2017, to:

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