

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

Ronald Kitchen,	)	
Complainant,	)	
	)	
v.	)	Case No. GC-2006-0066
	)	
Missouri Gas Energy,	)	
A Division of Southern Union Company,	)	
	)	
Respondent.	)	

**MGE’S REPLY TO STAFF’S RESPONSE  
TO QUESTIONS**

**Comes now** Missouri Gas Energy (MGE), a division of Southern Union Company, and, in reply to the Staff’s Response to Questions, states as follows to the Missouri Public Service Commission (Commission):

1. On November 2, 2005, the Commission issued its Order Directing Filing, wherein it directed the Complainant, MGE and the Commission Staff to file verified responses to certain questions. All three parties filed timely responses.

2. In addition to answering the Commission’s questions, Staff’s Response to Questions in the Commission’s November 2, 2005 Order Directing Filing (Staff’s Response to Questions) offered certain “comments concerning the applicability of various sections of MGE’s tariffs to [the] facts of this complaint.” Staff’s Response to Questions, p. 3. MGE seeks to reply herein to those comments.

3. Staff attempts to make a distinction in its analysis between whether the Complainant was an “‘applicant’ or a ‘customer’ at the time his service was terminated for just cause and then reconnected.” *Id.* The Staff argues that this distinction should determine whether MGE tariff Section 3.02 (as it then existed) or Section 3.07 should apply.

4. Section 3.02 stated in relevant part that MGE was not required to “commence supplying gas service if at the time of application, the applicant, or any member of applicant’s household (who has received benefit from previous gas service), is indebted to Company for such gas service.” The section further stated that “this provision cannot be avoided by substituting an application for service at the same or at a new location signed by some other member of the former customer’s household or by any other person acting for or on behalf of such customer.”

5. Section 3.07 stated in relevant part that the Company could not discontinue service for “the failure to pay the bill of another customer unless the customer whose service is sought to be discontinued received substantial benefit and use of the service.”

6. Staff attempts to apply Section 3.07 by alleging that the Complainant is more like a “customer” (the word used by Section 3.07) than an “applicant” (the word used by Section 3.02). MGE’s tariffs, however, make no such distinction between these terms. Section 1.04 defines “customer” as follows:

A person or legal entity responsible for payment for service except one denoted as a guarantor. The term customer is also used to refer to an applicant for gas service.

7. Staff tacitly admits that Section 3.07, which concerns when service may be “discontinued,” is not on point with the situation at hand by stating that Section 3.07 is “*more similar* to the facts of this Complaint” and “*more applicable* in this Complaint.” Staff’s Response to Questions, p. 4 (emphasis added).

8. In fact, Rule 3.07 is not similar or applicable to this situation at all. The question in this matter certainly does not concern the discontinuance of service. It is undisputed that the

service at 10602 E. 20<sup>th</sup> Street was discontinued on September 15, 2003, for non-payment of bills related to service provided to that address (or, as the Staff states, “just cause”). The question is what amounts could be collected before service was again commenced at that address.

9. All parties have stated that Jennifer Kitchen lived at 10602 E. 20<sup>th</sup> Street at the time service was disconnected and at the time reconnection was sought. It is not disputed that Jennifer Kitchen owed MGE \$241.71 for service previously provided to her at 416 N Emery (a prior residence).

10. It would be contrary to the intent of MGE’s tariffs to find that MGE was required to reconnect the service at 10602 E. 20<sup>th</sup> Street to the benefit of Jennifer Kitchen, while her bill remained unpaid. Section 3.02 was designed to prevent the rotation or substitution of customers in order to avoid legitimate debts.

11. It would make even less sense to apply the relevant tariff sections in such a way as to grant the remedy sought by the Complainant. That is, to order MGE to refund to Ron Kitchen the \$241.71 that was applied to his daughter’s (and he claims, his housemate’s) account, so that MGE can then pursue his daughter (and perhaps housemate) for this legitimate debt.

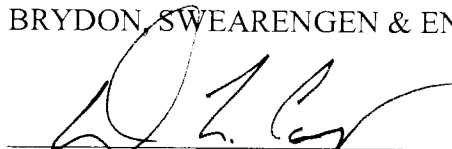
12. The Commission should find in favor of MGE and dismiss the Complaint.

**WHEREFORE**, Respondent MGE respectfully submits the foregoing as its

reply to the Staff's Response to Questions.

Respectfully submitted,

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#### **Certificate of Service**

I hereby certify that copies of the foregoing have been sent by U.S. Mail, postage prepaid, or by electronic mail on December 2, 2005, to:

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