

Janet Parks,
Complainant,

v.

Missouri Gas Energy,
3420 Broadway
Kansas City, MO 64111
Respondent.

V.

Missouri Gas Energy,)
3420 Broadway)
Kansas City, MO 64111)
Respondent.)

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Complainant further alleges the following:

- a. that MGE trespassed onto her property to turn off her gas and remove her gas meter;
- b. that MGE evicted her from her home;
- c. that MGE stole \$1,000 from her bank account.
- d. that MGE improperly refused her gas service for no reason for four years,
- e. that MGE hindered her from receiving income from her home;
- f. that Complainant suffered damages by having to pay a Mr. Allen for the loss of his job;
- g. that a Mr. Allen was refused natural gas service at 302 Kimberly Drive, Belton, Missouri; and
- h. that Complainant provided information to MGE that MGE claims it did not receive.

4. Complainant alleges a variety of damages in the Complaint, including loss of the use of her home, damage to her home from broken pipes, the aggravation of various medical issues, the cause of various health issues, as well as emotional distress. Complainant demands payment of \$1,000,000.00, four years of free natural gas service, forgiveness of all unpaid balances, and a letter of apology from MGE.

5. Complainant's allegations in this matter are similar, in large part, to an informal complaint filed with the Commission Staff in early 2007.

ANSWER

6. Beginning on or about October 5, 1994, MGE began to provide natural gas service to Willa M. Mosley at 302 Kimberly Drive in Belton, Missouri. Based on information and belief, Ms. Mosley was Complainant's mother.

7. Based on information and belief, Ms. Mosely died on or about March 4, 1996. Even though Ms. Mosely was deceased, the occupants of 302 Kimberly Drive kept service in Ms. Mosely's name until June 9, 2003 at which time service was disconnected for nonpayment with an outstanding balance due of \$519.05. Research indicated that Ms. Parks resided at 302 Kimberly since August 1996.

8. Service was initiated in the name of Elaine McCormick on November 11, 2003 until April 15, 2005 at which time service was disconnected for nonpayment with an outstanding

balance of \$1,059.08. The social security number given to MGE to set up the account does not exist. Again, research indicated that Ms. Parks resided at 302 Kimberly since August 1996.

9. Service was initiated under the name of Complainant on September 16, 2005. The Social Security number for given for the account was identical to Complainant except that the last two numbers were different.

10. Complainant became delinquent in payments in November 2005. MGE records indicate that Complainant made no payments between the time the account was initiated on September 16, 2005 and April 11, 2006 at which time the balance owed was \$1,265.35 from billings beginning in October 2005 through March 2006. She made payment of \$1,116.09 on April 16, 2006, but her bank only credited the check for \$116.09. When disconnection proceedings were initiated, Complainant contacted MGE on May 11, 2006 to point out the bank's error. Complainant's bank transmitted \$1,000 to MGE to correct the error.

11. In October 2006, MGE's account review determined that incorrect social security numbers being used for Ms. Parks' account. Ms. Parks' Social Security number was corrected at that time but it was also discovered that she had been living at 302 Kimberly Drive since 1996 and that the Social Security number which had been given for Elaine McCormick did not exist. At that time the past due balances from 2003 and 2005 were transferred to her active account.

12. As noted above, MGE research indicated that Ms. Parks resided at 302 Kimberly since August 1996. MGE contacted Ms. Parks and asked her to provide verification of her address during that period. Ms. Parks did not provide any of the requested information. Consistent with MGE's Cold Weather Rule ("CWR") practice and tariffs, MGE offered a payment plan to Complainant. Specifically, MGE offered that the Complainant pay 12% of the outstanding debt (\$211.91) plus 12% of the annual ABC, for a total of \$371.75 prior to March 9, 2007. Once that payment was made, MGE offered to put Complainant on a CWR agreement with a fixed amount of \$197.38 plus \$111.00 for ABC for a total of \$308.38 for eleven months.

13. In addition, MGE referred Complainant to the Community Action Coalition for assistance in paying the bill, as it appeared she was eligible for assistance. On information and belief, the Community Action Agency called Complainant, but Complainant did not return their call. Further, MGE followed up with the Complainant to discuss assistance options, but Complainant did not return MGE's call. To the MGE's knowledge, and based on the information in the Complaint, the Complainant has taken no action in seeking assistance for the payment of this outstanding bill.

14. Section 3.02(1)(A) of MGE's tariffs (Sheet R-19) provides that MGE "may refuse to commence service to an applicant" for "non-payment of an undisputed delinquent charge."

15. Section 3.02.(1) of MGE's tariffs (Sheet R-19 and 19.1) also provides that MGE "may refuse to commence service to an applicant" for "failure of a previous owner or occupant of the premises to pay delinquent utility charges where the previous owner or occupant remains a resident" and for the "misrepresentation of identity."

16. Section 3.02(2)(B) of MGE's tariffs (Sheets R-19.1 and R-19.2) provides, in part, that MGE may not refuse to commence service to an applicant for "failure to pay the bill of another customer, unless the applicant who is seeking service received substantial benefit and use of the service to that customer." (the "Benefit of Use Tariff") To meet its burden, MGE must have "reliable evidence that:

- a. the applicant and that customer resided together at the premises where the bill was incurred and during the period the bill was incurred; and
- b. The bill was incurred within the last seven (7) years; and
- c. MGE has attempted to collect the unpaid bill from the customer of record; and
- d. At the time of the request for service, the bill remains unpaid and not in dispute."

17. Commission Rule 4 CSR 240-13.035(l)(A) and 4 CSR 240-13.035(2)(B) contains substantially identical provisions as Section 3.02(2)(B) of MGE's tariffs (Sheets R-19.1 and R-19.2).

18. MGE does not assert that Complainant's natural gas use falls under its Benefit of Use Tariff, as it appears that Ms. Parks resided at the address for the entire period. Research indicates that she resided at this address since August 1996 after her mother's death, she called in to discuss the account, and she failed to provide any information by which MGE could verify her assertion that she did not reside at the address. In the alternative, should Ms. Parks choose to provide information to support her theory that another person was the primary account holder at that residence, MGE reserves the right to assert its Benefit of Use Tariff is applicable in this proceeding.

19. MGE operated within the requirements of its tariffs (both those specifically mentioned herein as well as its other tariffs) and Commission rules when it demanded payment of outstanding amounts due for service provided at 302 Kimberly Drive in Belton, Missouri, and its refusal to provide natural gas service to Ms. Parks until arrangements are made in regard to this unpaid amount.

20. MGE operated within the requirements of its tariffs and Commission rules with respect to its other actions related to this Complaint.

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

AFFIRMATIVE DEFENSES

22. Further answering and as an affirmative defense, MGE states that it has acted in accordance with its tariffs.

23. Further answering and for its second affirmative defense, MGE states that the Complaint fails to state a claim upon which relief may be granted.

24. Further answering and for its third affirmative defense, MGE states that the Commission does not have the authority or jurisdiction necessary to grant the relief requested by Complainant.

25. Further answering and for its fourth affirmative defense, MGE states that additional facts may become known during the course of discovery and investigation that will support additional defenses that are currently unknown to MGE. To preserve such additional defenses, MGE hereby incorporates by reference all of the affirmative defenses set forth in Missouri Supreme Court Rule 55.08 and reserves the right to assert additional defenses as discovery proceeds.

WHEREFORE, having fully answered and set forth its affirmative defenses, MGE prays the Commission dismiss the Complaint and grant such other relief as the Commission deems reasonable and just.

Respectfully submitted,

/s/ Todd J. Jacobs

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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic transmission or U.S. Postage, pre-paid, on this 22nd day of February, 2011.

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