

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

Name: Charles A. Harter
Complainant

vs.

Company Name: Laclede Gas Company
Respondent

Case No.

COMPLAINT

Complainant resides at 827 S. Sappington, St. Louis Mo 63126
(address of complainant)

1. Respondent, Laclede Gas Company
(company name)

Of St. Louis, Missouri, is a public utility under the
(location of company)

jurisdiction of the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, Complainant states the following facts:

For 2008 the parties agreed on a budget billing. Complainant voluntarily unilaterally arranged to pay his gas bill through his Bank of America "Bill Pay" program. There was no, agreement other than budget billing, on the method of presentment of complainants bill or on payment of the bill. Respondent unilaterally stopped mailing bills to complainant and instead send only e-bills in violation of 4 CSR 240-13.015(1)(T) In February of 2009, complainant discontinued his "Bill Pay" program. After that Respondent failed and refused to send complainant a bill for gas services and thus complainant paid no bill. In July of 2009 respondent threatened to discontinue service for a claimed arrearage without the notice required by 4 CSR 240-13.050 (5) through "first class mail". Respondent continues to seek to discontinue service to complainant in violation of the rules of this commission cited herein, currently scheduling discontinuation for 1-20-10.

3. The Complainant has taken the following steps to present this complaint to the Respondent:

Complainant called respondent numerous times and requested to talk to supervisors; complainant filed an informal complaint with the Public Service Commission, whereafter respondent finally sent a first class mailing disconnection notice for 8-21-09. Although attempting to resolve the dispute on 8-24-09 and 10-1-09, complainant cannot afford to pay the \$126.00 extra fee demanded monthly by respondent in addition to the winter

gas bills, respondent refuses to return complainant to budget billing, thus increasing and continuing the harm to complainant from respondent's failure to obey the rules and transmit the gas bill through the mail. Respondent contends that any payment by a consumer other than mailing in a check constitutes tacit waiver of mailed billing in favor only e-mail bills. Complainant believes that the burden should be on the utility to show waiver of a PSC Rule and that any such waiver of a consumer protection must be in writing, particularly where, as here, the utility's presumption works to its great financial benefit and removes protection for consumers.

WHEREFORE, Complainant now requests the following relief:

Require respondent to comply with rules and mail bills to consumers each month, and only allow substitution of e-bills where the customer requests it in writing; to restore complainant to the budget billing in effect before respondent stopped sending bills; to allow a reasonable time and method to catch up any arrearage determined to be due at resolution of this dispute; and to estop and prevent respondent from discontinuing Service to complainant during the course of this complaint; and to specify in the Code Of State Regulations that utilities may not unilaterally substitute e-bills for mailed bills And for such other and further relief as is proper in the premises.

1-19-10

Date

Signature of Complainant

Attach additional pages, as necessary.
Attach copies of any supporting documentation.