

FILED

FEB 13 2007

Missouri Public  
Service Commission

CASE NO. GC-2007-0198

2-7-07

THIS IS MY (TIMOTHY M. WOODBURN)  
ANSWER TO LACLEDE GAS COMPANY'S  
LETTER OF 12-28-06 TO THE  
PUBLIC SERVICE COMMISSION.

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PARAGRAPH 1

FIRST SENTENCE - I AGREE

SECOND " - I DISAGREE - THE BILL

I RECEIVED DID NOT

MENTION THAT THERE

WAS AN ADJUSTMENT

OF \$220, THERE WAS

SIMPLY AN AMOUNT OF

PLUS THE CURRENT ← \$638.51, I HAD TO PHONE  
THEM TO ASK WHAT IS

THE AMOUNT FOR. I WAS

TOLD THAT AMOUNT WAS

FOR INCORRECT READINGS

GOING BACK 1 YEAR

AND THAT THEIR

READING MACHINES

HAD BEEN BROKEN

FOR SEVERAL YEARS

PARAGRAPH 2

BUT THEY WERE ONLY

FIRST 3 SENTENCES

ALLOWED TO BILL ME

FOR 1 YEAR BACK.

~~PAGE 2~~ PARAGRAPH 2

PAGE 2 SENTANCE 4 - I DISAGREE - I DISAGREE

I NEVER RECEIVED A WRITTEN  
OR VERBAL REQUEST <sup>FOR AN</sup> APPOINTMENT  
TO READ THE OLD METER EITHER  
IN SEPT. OF 2005 OR WHEN THEY CAME  
TO INSTALL THE NEW SYSTEM IN JAN. 2006  
IN 2006 TWO MEN SIMPLY ARRIVED  
AT MY DOOR AND ASK TO COME IN TO  
PUT IN A NEW SYSTEM. AT THAT TIME  
I ASK THE MEN IF THIS WOULD COST  
ME ANYTHING AND THEY SAID NO.  
THEY ALSO TOLD <sup>ME</sup> THEY <sup>WERE</sup> EMPLOYEES OF  
LACLED GAS. LATER I FOUND OUT  
THAT THEY WERE FROM A SEPERATE  
COMPANY HIRED BY LACLED GAS  
TO INSTALL MANY METERS BECAUSE  
OF THE WIDE SPREAD NATURE OF THIS  
SAME PROBLEM.

PARAGRAPH 3

SENTENCE 1

WHEN I RECEIVED THE MARCH 2006  
BILL I CALLED THE COMPANY AND  
WAS TOLD THAT THE \$681.51 WAS TO  
COVER EXTRA COSTS ~~AS~~ NOT <sup>HAD</sup>  
REFLECTED IN THE BILLS I ~~PAID~~ IF

PAG 3

PARAGRAPH 5 - I DISAGREE

SENTENCE 1 EVER SINCE THIS HIGH HANDED  
SITUATION AROSE IN MAR. 2006  
I HAVE BEEN CAREFUL TO PAY  
EACH MONTH'S <sup>CURRENT</sup> BILL ON TIME  
SO THE COMPANY WOULD NOT HAVE  
COMPLAINTS ABOUT NO PAYMENTS

ACCORDING TO THE PSC, LACLEDE GAS  
HAS KNOWN ABOUT THIS METER PROBLEM  
SINCE NOV. 2003 AND CHOSE TO DO NOTHING  
ABOUT IT (IN MY CASE) UNTIL 2006. I TOLD  
THE COMPANY (IN MY FIRST CALL TO THEM IN  
MAR. 2006 THAT I WAS GOING TO FILE A  
COMPLAINT WITH THE PSC" AND WOULD  
NOT PAY ANYTHING ON THE BACK BILLING  
UNTIL THE COMPLAINT WAS RESOLVED!

I STRONGLY BELIEVE THAT AFTER  
PAYING THE BILLS SENT ME IN THE  
2005-2006 PAYMENTS, THAT I SHOULD  
NOT HAVE TO MAKE AN EXTRA PAYMENT  
BECAUSE THE COMPANY (EVEN THOUGH THEY  
WERE AWARE THAT <sup>THEIR</sup> EQUIPMENT WAS  
GIVING WRONG READINGS) WAITED OVER  
2 YEARS TO CORRECT & TO FIX MY METER.  
I ALSO RESENT <sup>THE</sup> MISINFORMATION I

PAGE 4

DURING 2005 and 2006. AT THIS TIME (MAR. 2006) I WAS TOLD BY THE COMPANY REPRESENTATIVE THAT I TALKED TO, THAT THE BILLS HAD BEEN MARKED AS ESTIMATES. I NEVER SAW THE WORD ESTIMATE, IN FACT EACH BILL HAD THE STARTING AND ENDING NUMBER OF THERMS USED.

#### PARAGRAPH 3

SENTENCES 2-3 I DISAGREE

THE REPRESENTATIVE I TALKED TO NEVER MENTIONED THE FOLLOWING AMOUNTS OF \$180.65, \$245.00 or \$213.00 AND WHAT THEY WOULD MEAN.

#### PARAGRAPH 4 I AGREE

HOWEVER THIS SPREADING OF PAYMENTS WAS TOLD ME MUCH LATER (SEVERAL MONTHS), AND WAS NOT GIVEN AS SOMETHING FOR ME TO CONSIDER, BUT TOLD TO ME AS ~~WHAT~~ WHAT LACLEDE GAS WAS GOING TO DO BY ADDING \$50 TO EACH MONTHS BILL.

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HAVE BEEN GIVEN BY COMPANY  
EMPLOYEES OVER THE PHONE.

ALSO A MAN CAME OUT TO MY HOUSE  
AND TURNED OFF MY GAS EVEN  
THOUGH I TOLD HIM ABOUT THE  
PSC FILING WHEN TOLD HIM ABOUT  
THE ~~COMPANY~~ COMPANY NOT BEING ABLE TO TURN  
OFF THE GAS UNTIL THE PSC FILING  
HAD BEEN RESOLVED, HE SAID TO ME  
HE WOULDN'T CALL THE COMPANY  
AND CHECK OUT THE INFORMATION. I  
CALLED THE COMPANY AND THEY SENT OUT  
A MAN (NOT THE SAME ONE) WHO TURNED IT  
BACK ON THE SAME DAY.

I TAKE CARE OF MY 90 YEAR OLD MOTHER  
WHO HAS ALZHEIMERS DISEASE AND I  
AM A HANDICAP PERSON, A PAINFUL NERVE  
DISEASE (PERIPHERAL NEUROPATHY) WHICH MAKES  
IT IMPOSSIBLE FOR ME TO WORK. WE HAVE  
TO LIVE ON SOCIAL SECURITY AND A SMALL  
PENSION. OUR TIGHT BUDGET MAKES IT  
IMPOSSIBLE FOR US TO COME UP  
WITH A CHUNK OF MONEY BECAUSE  
LACKED GAS DID NOT KEEP UP THEIR  
EQUIPMENT AND THUS WAS GIVING US  
WRONG BILLING

(over)

NOT BEING A LAWYER, IT TOOK ME  
A WHILE TO FIND OUT FROM  
COLLEEN DALE'S ASSISTANT  
WHAT "RESPONSE" MEANT, I HOPE  
THIS LETTER WILL DO FOR  
THE TERM "RESPONSE".

Timothy M. Woolbrun

My nerve disease affects my  
writing with my hands, so I  
apologize for my bad writing.

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

Timothy M. Woodbury,	)	
	)	
v.	)	Case No. GC-2007-0198
	)	
Laclede Gas Company	)	
	)	
Respondent.	)	

**LACLEDE GAS COMPANY'S ANSWER TO COMPLAINT**

COMES NOW Laclede Gas Company ("Laclede" or "Company"), pursuant to the Commission's November 27, 2006 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Timothy M. Woodbury ("Mr. Woodbury" or the "Customer") on that date. In support of its Answer, Laclede states as follows:

1. In his complaint, Mr. Woodbury states that he should not be expected to pay \$600 of extra money because Laclede's meter is not working properly. In fact, a bill issued to Mr. Woodbury in March 2006 reflected a balance owed of \$638.51, but included an adjustment of less than \$220. The remainder of the bill was for current service rendered.

2. The billing adjustment issued to Mr. Woodbury in March 2006 covered a 12-month period, from March 1, 2005 to March 1, 2006. This adjustment is consistent with the Stipulation and Agreement approved for the Company in Case No. GC-2006-0318. The adjusted bill was required as a result of the failure of a remote meter reading device at Mr. Woodbury's home. Laclede sent Mr. Woodbury a notice in September 2005 seeking access to read the meter. Laclede obtained a meter reading on February 24, 2006, when an AMR module was installed on the meter at the Woodbury home.

3. As stated above, the adjusted bill issued to Mr. Woodbury in March 2006 reflected an account balance of \$638.51. This amount was comprised of \$180.65 unpaid from the previous bill for the period ended January 30, 2006, plus an amount estimated to be approximately \$245 for gas service rendered from January 30 to March 1, 2006. The remainder, totaling about \$213, represents the actual "catch-up" amount for undercharges covered by the above stated 12 month period.

4. Laclede will afford Mr. Woodbury the benefits of the abovementioned Stipulation and Agreement by also offering him the opportunity to spread payment of the \$638.51 balance over 12 months.

5. It should be noted that Mr. Woodbury's undisputed balance has continued to rise, owing to payments not made on gas bills issued to him in May, June, August and October of 2006. While Mr. Woodbury is required to pay undisputed gas charges, he may wish to take advantage of the Cold Weather Rule to defer some of these charges. Laclede has spoken to the customer and is working with him to resolve the undisputed billings.

WHEREFORE, in light of the foregoing, Laclede respectfully requests that the Commission accept Laclede's answer to the complaint.

Respectfully submitted,

**/s/ Rick Zucker**

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**Certificate of Service**

The undersigned certifies that a true and correct copy of the foregoing Answer was served on the Complainant, on the General Counsel of the Staff of the Missouri Public Service Commission, and on the Office of the Public Counsel, on this 28th day of December, 2006 by hand-delivery, email, facsimile or by placing a copy of such Answer postage prepaid, in the United States mail.

/s/ Rick Zucker