BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Jacqueline Jackson,	)	
Complainant,	)	
v.	)	Case No. GC-2008-0277
	)	
Laclede Gas Company,	)	
Respondent.	)	

LACLEDE GAS COMPANY'S ANSWER TO COMPLAINT

COMES NOW Laclede Gas Company ("Laclede" or "Company"), pursuant to the Commission's February 26, 2008 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Jacqueline Jackson ("Ms. Jackson" or the "Customer"). In support thereof, Laclede states as follows:

1. Ms. Jackson has a gas account with Laclede at her property at 10245 Lookaway (the "Property") in St. Louis. She complains that she is being asked to pay estimated charges due to the fact that Laclede's meter stopped or failed to register usage. In response, Laclede states that its Commission-approved tariff directs the Company to estimate the amount of gas used by a customer during the time that the meter failed, based upon the customer's use of gas in a similar period. Laclede did so and properly assessed a reasonable charge for the unmetered period.

2. In response to the Complainant's specific allegations, Laclede admits that it rendered a bill to Ms. Jackson in September 2007 (the "Adjusted Bill") in which it estimated Ms. Jackson's gas charges during a period that the meter had failed to register usage, based on Ms. Jackson's own usage in a similar period. Laclede is entitled to do so pursuant to Section 10A of its tariff, which states that, in the event of a stoppage or failure of the meter to register, the Company shall bill the customer for such period based

on an estimate of the customer's like use in a similar period. After discussing the matter with the Customer, Laclede afforded the customer a credit against the unmetered gas charge. Ultimately, Laclede's unmetered gas estimate in this case is not only similar to both the usage pattern and the actual amount of gas used by the customer in a like period in 2005 and 2006, it is actually a little lower.

3. Laclede denies that it received any communications from Ms. Jackson regarding bills it sent to Ms. Jackson that had either zero usage or an estimate, prior to the issuance of the Adjusted Bill in September 2007.

4. Laclede denies that Ms. Jackson received an estimated bill one month and then, the next month, a collection representative visited the Property to disconnect service. To the contrary, this allegation is completely backwards. Although Laclede had underbilled Ms. Jackson due to the failed meter, Ms. Jackson had failed to pay these bills and was in arrears prior to receiving the Adjusted Bill. Laclede issued disconnect notices in each of the two months before the Adjusted Bill was rendered in September 2007. At the time the Adjusted Bill was rendered, Ms. Jackson arrears balance was $231. However, in order to give the customer an opportunity to make arrangements to pay the adjusted amount, which totalled about $1,170, neither the Adjusted Bill nor the bill subsequent to the Adjusted Bill contained a disconnect notice.

5. Instead, contemporaneous with the Adjusted Bill, Laclede sent a notice informing Ms. Jackson about the adjustment and inviting her to call Laclede and make payment arrangements. Ms. Jackson's failed to contact the Company, failed to make any payment of the adjusted amount, and failed to even pay any of the undisputed amounts

owed to Laclede. In fact, as of the end of October 2007, Ms. Jackson had not made a payment on her gas bill in more than 6 months.

5. Laclede admits that, on November 7, 2007, a collection representative visited the Property to disconnect service or collect payment on the balance owed by Ms. Jackson, which by then had ballooned to more than $1,500, including the adjusted amount.

6. Ms. Jackson then alleges that, upon telling Laclede's collection representative that she was going to contact the Commission, Laclede's employee demanded $1,000 to avoid disconnection. Laclede vehemently denies any implication that its representative retaliated against the Customer because of her threat to register a Commission complaint. In fact, prior to being informed that the Customer was going to contact the Commission, the collection representative had sought payment of $1,200, so his request for $1,000 actually lowered the amount requested to avoid disconnection. Moreover, Commission rules do not allow Ms. Jackson to forestall disconnection by suddenly threatening to register a complaint. Rule 13.045(1) of the Commission's Rules (4 CSR 240-13.045(1)) provides that a dispute must be registered with the utility 24 hours prior to the disconnection date for a customer to avoid disconnection. Ms. Jackson had made no contact with Laclede from the time she received the Adjusted Bill in September 2007 to the time the collector visited the Property two months later.

7. Laclede admits that Ms. Jackson gave the collector a check for $1,000.

8. Laclede admits that, later that day, Ms. Jackson did contact Laclede and the Company agreed to accept a payment of $345, which was most of the balance of the undisputed payments, in lieu of her payment of $1,000.

9. Between the date in November 2007 that she paid $345 toward her undisputed arrears and the date in February 2008 that she filed the complaint in this case, Ms. Jackson was billed $984 for gas service and paid $68. This week, Ms. Jackson made a payment that is equivalent to her March 2008 bill, so she has not fallen further behind. However, her balance today is substantially more than even the maximum possible amount in dispute.

10. Laclede admits that, after discussing the Adjusted Bill with the Customer, it afforded the Customer a credit of 20% of the unmetered gas charge. This reduced the amount due as a result of the unmetered gas charge to about $1,000. This gesture further ensured that the amount of the Adjusted Bill was fair and reasonable. Laclede remains willing to work out a payment arrangement for the balance.

11. Laclede denies the customer's allegations that a reduction of 50% or 100% of the Adjusted Bill would be a more fair result than the Company's current position. The Customer has provided no basis to support a reduction of 50%. The customer's recommendation of a 100% reduction is tantamount to a policy that customers should reap a windfall any time that a meter malfunctions. This would actually provide an incentive for a customer to cause a meter to malfunction, which would be poor regulatory policy.

12. Although Laclede has no record of any contact from the Customer, her assertion that she complained of the zero use bills indicates that she knew she was receiving them, and knew that they were inaccurate and understated her true usage. Pursuant to Laclede's tariffs, the fair and lawful result is to require the Customer to make

fair payment arrangements to pay a reasonable estimate of her usage during the period when the meter failed to register.

13. Laclede denies each and every allegation in the complaint not admitted herein.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer and find that the Company has violated no laws, or rules, decisions or orders of the Commission in this case.

Respectfully submitted,

/s/ Rick Zucker

Rick Zucker
Assistant General Counsel
Laclede Gas Company
720 Olive Street, Room 1516
St. Louis, MO 63101
(314) 342-0533 Phone
(314) 421-1979 Fax
rzucker@lacledegas.com

Certificate of Service

The undersigned certifies that a true and correct copy of the foregoing Answer was served on the Attorney for Complainant, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 27th day of March, 2008, by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch