

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

Betty R. Barnes-Mays	Complainant,)	
)	
v.)	Case No. GC-2010-0121
)	
Laclede Gas Company,)	
	Respondent.)	

LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT

COMES NOW Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s October 19, 2009 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Betty R. Barnes-Mays (“Ms. Barnes-Mays” or the “Customer”). In support thereof, Laclede states as follows:

1. In her Complaint, Ms. Barnes-Mays raises a number of issues, including that Laclede (i) failed to credit her for four \$30 payments she made between March and July 2009; (ii) overestimated her bills for an extended period of time and billed her for gas she didn’t use; (iii) double-charged her for a service call; and (iv) treated her in a manner that bordered on harassment after she informed Laclede in early 2009 that she was no longer using gas for space heating, just for water heating and cooking. In response, Laclede states the Company does not believe it received the four payments, but will credit the Customer’s account if the physical evidence (i.e. the checks) shows otherwise. In addition, Laclede did not overestimate the Customer’s bills, but in fact underestimated them, charged her only once for a service call, handled her complaints professionally, and did not harass her for using less gas.

ANSWER

2. Lost Payments. For the past two years, the Customer has been sending Laclede regular bi-weekly payments of \$30, with some exceptions. Laclede admits that it did not credit the Customer for four \$30 payments, one each in March, May, June and July 2009. Laclede denies receiving the payments. However, it appears from an online banking statement provided by the Customer that the payments were scheduled to be made, were in fact sent, and the money was paid out of her account. The Customer and her bank did appear to have a problem with the Customer's Laclede account number, and in fact a payment made in January 2009 was applied to Ms. Barnes-Mays' previous account, and then transferred to the current account. As requested and recommended by both the Company and the Staff in August 2009, Ms. Barnes-Mays should request the physical checks so we can see by the endorsement who received the payments. If Laclede in fact received the payments, it will credit the Customer's account for the payments and a reasonable cost to retrieve the checks. Of course, Laclede cannot access the Customer's bank records; the customer must do that herself. Laclede commits to working with the customer to determine what happened to the four payments.

3. Overestimates and Billing for Unused Gas. Laclede denies that it either overestimated the Customer's bill or charged her for gas she didn't use. Laclede's meter for this account is inside the Customer's home. Prior to installing an AMR device on the meter in late 2005, Laclede had an old-style remote meter reading device that was not functioning. Laclede did estimate the Customer's bills for some time, but when Laclede received a reading in late 2005, it became apparent that Laclede had underestimated, not overestimated, the Customer's usage. The reading received by Laclede was x8877, not

x7788 as the Customer claims. The reading of x8877 was confirmed by subsequent readings, and reflects an amount that is consistent with the Customer's usage pattern.

4. Laclede admits that it disconnected gas service to the Customer in April 2006 for non-payment, and reconnected service in November 2006 after receiving a payment on the account. After reconnection, the customer appeared to not use any gas. After sending the Customer a few bills for zero usage, Laclede determined that the meter was likely not functioning properly. In order to minimize the ensuing catch-up bill, Laclede estimated the Customer's bill for two months until it could gain access to the Customer's home to replace the meter. After replacing the meter, the Company issued a bill for unmetered gas that was very conservative, so as to ensure that any err was very likely to be in the Customer's favor. This procedure has been explained to the Customer. In summary, Laclede denies charging the Customer for any gas that was not actually used.

5. Double-Charge for Service Call. Laclede denies charging the customer more than once for a service call. In order to ensure that Laclede did not disconnect service for failure to pay a service charge, Laclede reinstated a service charge previously billed to the Customer in January 2007. On the very same bill, Laclede reduced the Customer's gas balance by an equivalent amount. This transaction, which can be seen on the second bill on page 11 of the Customer's attachment, had no effect on the balance due from the Customer. However, it is evident that Laclede's attempt to do the Customer a favor has backfired. Rather than pay the net amount due, the Customer instead came to believe that she didn't owe such amount. Although she should have known that she was, in any case, obligated to pay for the gas used, the Customer made no payments from

service initiation in November 2006 until May 2007, when she began making her \$30 bi-weekly payments. While Ms. Barnes-Mays certainly was not entitled to avoid paying for the undisputed use of gas, Laclede can understand how it contributed to her confusion. As a good faith gesture, Laclede will credit Ms. Barnes-Mays for any late charges that have not already been credited to her.

6. Borderline Harassment. Laclede denies treating the Customer in anything but a professional manner. Laclede representatives did not, nor would not, disconnect a call while a customer was civilly addressing them. Laclede's records do show that on July 31, 2009, a Laclede representative was discussing the missing checks with Ms. Barnes-Mays. At one point, the representative placed the Customer on hold, and when the representative returned to the call, she found that the Customer had disconnected. Perhaps the call dropped while Ms. Barnes-Mays was on hold, or the Customer believed she had been disconnected when she had actually been placed on hold.

7. Nor would Laclede seek to punish the Customer for changing her furnace from gas to electric. To the contrary, in ensuring accurate billing, Laclede appreciates knowing which appliances in the home use gas. After receiving the information, Ms. Barnes-Mays account was remarked accordingly so that our system will not issue a billing error when the Customer's winter usage appears to be modest. Finally, between the ratemaking process and Laclede's rate design, the Company does not promote increased usage, but rather promotes conservation. It does not resent Ms. Barnes-Mays' for converting to electric space heating.

8. Except as set forth herein, Laclede denies each and every material allegation made in the Complaint.

9. In summary, Laclede appreciates Ms. Barnes-Mays' business. We regret the banking, metering and billing issues that have resulted in her filing this Complaint. Both Ms. Barnes-Mays and the Company have invested a great deal of time discussing these matters. While the Company has not violated any rules or tariffs, we pledge to continue to work with the Customer to reach a common understanding of these issues.

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

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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, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 18th day of November, 2009 by United States mail, hand-delivery, email, or facsimile.

/s/ Rick Zucker