

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

Tonya Davis	Complainant,)	
)	
v.)	Case No. GC-2009-0041
)	
Laclede Gas Company,)	
	Respondent.)	

LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT

COMES NOW Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s August 8, 2008 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Tonya D. Davis (“Ms. Davis” or the “Customer”). In support thereof, Laclede states as follows:

1. In her complaint, Ms. Davis expresses her surprise and disbelief regarding her billings from Laclede going back to January 2007, at which time she had a balance of \$1275.53. She admonishes Laclede for allowing her balance to reach \$2,079.81. She questions whether a payment of \$659 was credited to her account. And she demands an explanantion for how her balance went from \$2079 to about \$2400 in just a few months.

2. In response, Laclede denies violating any laws, or rules, decisions or orders of the Commission in this case, and explains that most of the customer’s balance arises from the function of normal usage and billings exceeding payment. However, some of the customer’s balance is attributable to gas used in 2006 following the Company’s disconnection of service for non-payment.

3. For the past few years, Laclede’s service to Ms. Davis has followed a consistent pattern: service is activated in the fall or early winter, generally under the Cold

Weather Rule, and disconnected around June of the following year. Accordingly, Laclede initiated service for Ms. Davis at 1434 Hawthorne Place in St. Louis (the “Property”), under Account No. 418156-16 (“Account 16”), effective December 15, 2005. Following initiation of service, Laclede transferred into Account 16 Ms. Hawthorne’s balance of \$532.88 owed at the Property from service in 2004-05 under Account No. 418156-15 (“Account 15”).¹

4. From December 15, 2005 until June 27, 2006, Ms. Davis used 842 ccf of gas and incurred total charges of \$1,248.65, against which payments were made either by her, or on her behalf, of \$506. This left a balance due of \$1,275.53, for which amount Laclede sent Ms. Davis a final bill in July 2006.

5. Following an unsuccessful attempt to access the Property to disconnect service at the meter on June 20, 2006, a Laclede representative returned to the Property on June 27, 2006 and disconnected service at the curb box. However, in late October and November 2006, Laclede received information indicating that gas was being used at the Property. Around the same time, Ms. Davis called Laclede to establish initial payment terms under the Cold Weather Rule for her gas use that winter. However, service was not officially initiated until January 4, 2007 under Account No. 418156-18 (“Account 17”). Between June 27, 2006 and December 21, 2006, Ms. Davis used 420 ccf of gas, for which she was billed \$615.18.

6. From December 21, 2006 to June 20, 2007, when gas service was again disconnected at the curb box, Ms. Davis used 692 ccf of gas, for which she was charged \$1,038.10. Against these charges, Laclede received heating assistance payments of \$849,

¹ This balance had been reduced to \$382.88 via payment of \$150, which payment was later returned due to insufficient funds.

leaving a balance of \$2,079.81 in Account 18 as of the end of June 2007. Laclede would note that, due to the billing arising out of the unauthorized usage in 2006, Ms. Davis began Account 17 with a balance of \$1,944.71, so the heat grants pledged and paid under Account 17 were roughly equivalent to the amounts charged.

7. Ms. Davis' balance did stand at \$2,077.66 in April 2007. After late payment charges, a bill for service to May 24, 2007, and a deposit assessment, her balance rose to \$2,429.70 in June 2007. After the assessed deposits were credited upon termination of Account 17, Ms. Davis' balance returned to \$2,079.81.

8. In October 2007, Laclede again established service for Ms. Davis at the Property under Account No. 418156-18 ("Account 18"). This service was established after receiving payment from Ms. Davis in the amount of \$659 (credited on October 18, 2007), a second payment of \$70 (credited on October 24, 2007) and a heat grant pledge of \$850. Upon receipt of the \$850 pledge in December 2007, Ms. Davis' balance for service rendered to November 21, 2007, was down to \$679.28. However, from November 21, 2007 to termination of service on June 6, 2008, Ms. Davis used 789 ccf of gas and incurred gas charges of \$1,016.36, while paying only \$170. This left her a gas balance of \$1,525.64, which was transferred to her new account at 6703 Chamberlain.

9. Since initiating her current service at 6703 Chamberlain in June 2008, Laclede has received no payment for bills rendered to that address as of September 5, 2008.

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 8th day of September, 2008 by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch