

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

Renee Anderson)	
	Complainant,)	
v.)	Case No. GC-2008-0176
)	
Laclede Gas Company,)	
	Respondent.)	

**LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT
AND MOTION TO DISMISS CERTAIN REQUESTS FOR RELIEF**

COMES NOW Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s November 27, 2007 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Renee Anderson (“Ms. Anderson” or the “Customer”) and Motion to Dismiss Certain Requests for Relief. In support thereof, Laclede states as follows:

1. In her complaint, Ms. Anderson seeks to avoid responsibility for a large balance accrued on a gas account at 4946 Geraldine Avenue in St. Louis (the “Geraldine Property”), where she resided. Instead, Ms. Anderson requests that the Commission order Laclede to pursue collection from Mr. Kevin Jackson, who was the named party on the account at the Geraldine Property. Ms. Anderson further requests a Commission order requiring Laclede to establish service for her at 5438 Gilmore Avenue in St. Louis (the “Gilmore Property”) without payment of any portion of the balance accrued at the Geraldine Property or payment of an advanced deposit.

2. In response, Laclede maintains that, pursuant to Commission Rules and Laclede’s Tariffs, Ms. Anderson is responsible for the unpaid balance at the Geraldine Property because she received substantial benefit and use of the gas service provided

there. 4 CSR 240-13.035(2)(B). Regarding establishing service at the Gilmore Property, since we are now in the Cold Weather Rule period, Ms. Anderson need not pay any deposit, but may establish service by making the initial payment required under the Cold Weather Rule.

3. In response to the specific allegations made in the complaint, Laclede is without information or belief to respond to the allegations made in paragraph 1 of the complaint.

4. Upon information and belief, Laclede admits the Customer's allegation in paragraph 2 of the complaint that she resided at 4946 Geraldine in St. Louis, Missouri.

5. Laclede admits the allegations in paragraph 3 of the complaint.

6. With respect to the allegations made in paragraph 4 of the complaint, Laclede admits that the Complainant registered an informal complaint with the Commission regarding Ms. Anderson's responsibility for a delinquent account balance at the Geraldine Property.

7. Laclede admits the allegations in paragraph 5 of the complaint.

8. Laclede admits the allegations in paragraph 6a of the complaint.

9. Laclede states that the allegation made in paragraph 6b of the complaint merely purports to state a legal conclusion to which no response is required. To the extent a response is required, Laclede denies the allegation.

10. With respect to the allegation made in paragraph 6c of the complaint, Laclede admits that Complainant did not provide a guarantee.

11. Laclede is without information or belief to respond to the allegations made in paragraph 6d of the complaint. The lease attached to the complaint as Exhibit B is

incomplete and bears no signatures. Laclede is without information or belief to know the exact date that Ms. Anderson moved out of the Geraldine Property. Upon information and belief, such date is somewhere between the alleged lease date of August 15, 2007 and September 10, 2007, when Ms. Anderson first applied for service at the Gilmore Property.

12. With respect to the allegations made in paragraph 6e, Laclede admits that it requested a deposit of \$828 prior to establishing service at the Gilmore Property. This request was made after Ms. Anderson disclosed that she had filed a bankruptcy case. She made this disclosure in or about September 2007 to a collection agency hired by Laclede to recover a debt of approximately \$1400 owed by her from a previous address. Pursuant to federal bankruptcy laws, utilities may not attempt to collect pre-petition debt, but may seek a deposit as adequate assurance of post-petition performance. Laclede later discovered that Ms. Anderson's bankruptcy case was not active, but that she had already received her discharge and her case had been closed in 2006. Thus, she did not schedule Laclede's debt in her bankruptcy, permit Laclede to participate in any payment to creditors or even allow Laclede an opportunity to file a proof of claim, if applicable. After learning that the bankruptcy case was not active, Laclede withdrew its request for an advance deposit. Regardless, as of November 1, Ms. Anderson was eligible to establish service under the Cold Weather Rule, which would terminate any obligation to pay a deposit. See 4 CSR 240-13.055(8).

13. Laclede states that the allegation made in paragraph 6f of the complaint merely purports to state a legal conclusion to which no response is required. To the extent a response is required, Laclede denies the allegation.

14. Laclede admits the allegation contained in paragraph 6g of the complaint to the extent it is intended to mean that Laclede has thus far denied Ms. Anderson's application for service at the Gilmore Property due to her failure to pay for service that she received the benefit and use of at the Geraldine Property. To the extent it is intended to mean otherwise, Laclede denies such allegation.

15. Laclede states that the allegation made in the heading of paragraph 6h of the complaint merely purports to state a legal conclusion to which no response is required. To the extent a response is required, Laclede denies the allegation that it violated 4 CSR 240-13.035.

16. Laclede denies the allegation contained in paragraph 6h(i) of the complaint that Laclede has not attempted to collect the unpaid bill from the customer of record, Mr. Jackson. To the contrary, since the account was established at the Geraldine Property in 2005, Laclede has sent monthly demands for payment addressed to Mr. Jackson at the Geraldine Property. Service to the Geraldine Property was terminated in September 2007, after which Laclede sent its final bill to Mr. Jackson demanding payment of the balance. When such payment was not received, Laclede sent another demand letter in October 2007. The account has since been turned over to a collection agency. Other than the Geraldine Property, Mr. Jackson has never been a named party on a Laclede account. Laclede has no forwarding address for Mr. Jackson, and he is not listed in the directory. Although it would appear to be in Ms. Anderson's interest to help Laclede locate Mr. Jackson, she has never provided Laclede with any information on his whereabouts. While Laclede has certainly attempted to collect the unpaid bill from Mr.

Jackson, the Company has to date been unsuccessful. Laclede would appreciate any assistance Ms. Anderson could provide in helping locate Mr. Jackson.

17. Meanwhile, around the same time that gas service to the Geraldine Property was terminated in September 2007, Ms. Anderson applied for service at the Gilmore Property. Laclede discovered that she had resided at the Geraldine Property, and sought payment of the balance there under the benefit of service rule. 4 CSR 240-13.035(2)(B).

18. Laclede denies the allegations contained in paragraph 6h(ii) of the complaint that the bill was not in dispute. Ms. Anderson freely admitted to Laclede, and in her complaint, that she had lived at the Geraldine Property when the bill was incurred. She simply did not know that, in such circumstances, the benefit of service rule obligated her to share responsibility for the unpaid bill. The only issue raised by Ms. Anderson was her insistence, in effect, that the benefit of service rule should not exist. This cannot be considered a dispute regarding whether Ms. Anderson received substantial benefit and use of service provided by Laclede to the Geraldine Property.

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

MOTION TO DISMISS CERTAIN REQUESTS FOR RELIEF

20. Laclede incorporates by reference its responses to the complaint contained in paragraphs 1-19 herein. Laclede moves the Commission to dismiss the Complainant's requests for relief numbered 1 and 3.

21. Request for Relief no. 1 seeks a Commission order directing Laclede to pursue collection attempts of the customer of record, Mr. Jackson, for the unpaid account

at the Geraldine Property. As stated herein, Laclede has pursued collection attempts of the customer of record, Mr. Jackson, and will continue to do so. Laclede has turned the account over to one of its collection agencies for appropriate action. Laclede also seeks assistance from Ms. Anderson in locating Mr. Jackson. Since Laclede has agreed to continue to pursue collection against Mr. Jackson, there is no controversy and this request may be dismissed as satisfied.

22. Request for Relief no. 3 seeks a Commission finding that Laclede must provide installment arrangements in assessing a deposit at the Gilmore property. As stated herein, once it was established that the Customer was not subject to bankruptcy laws, under the Cold Weather Rule, the customer is entitled to service without paying a deposit. Even if the customer does not seek to establish service under the Cold Weather Rule, the customer is entitled to a six month installment period when establishing service in November, December or January. 4 CSR 240-13.030(3). Since Laclede has withdrawn its deposit request, this issue is also moot and the corresponding request for relief should also be dismissed.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer, dismiss Requests for Relief numbers 1 and 3 in the complaint, 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 Attorney for Complainant, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 20th day of December, 2007, by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch