

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

Kimberly Jones,)	
)	
Complainant,)	
v.)	Case No. GC-2008-0258
)	
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 11, 2008 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Kimberly Jones (“Ms. Jones” or the “Customer”). In support thereof, Laclede states as follows:

1. Ms. Jones established a gas account at 1618 Arlington (the “Property”) in November 2004 and terminated the account in November 2007. She complains that in September 2007, Laclede rendered a bill at the Property for unmetered gas caused by the meter’s stoppage or failure to register. Ms. Jones believes that, since the meter belongs to Laclede, the Company should be responsible for the unmetered gas. 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 relevant allegations, Laclede denies that it seeks payment from Ms. Jones in the amount of \$432.16. In September 2007, Laclede did bill Ms. Jones an unmetered gas charge in the amount of \$432.16. At the same time, however, Laclede credited Ms. Jones for previous billings in the sum of \$232.05. This

left a net amount due for unmetered gas charges of \$200.11. After discussing this bill with Ms. Jones, in October 2007, Laclede issued an adjusted bill that provided a credit to Ms. Jones for the unmetered period of \$70.33. Therefore, the final net amount owed by Ms. Jones as a result of estimated gas usage during the unmetered period is not \$432.16, but \$129.78.

3. Laclede is entitled to collect this sum 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. 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.

4. Laclede admits Ms. Jones' allegation that the meter is Laclede's property. Laclede denies that this fact results in Laclede being responsible for unmetered gas. Instead, Section 10A of Laclede's tariff memorializes an unquestionably fair and reasonable solution to the issue of who pays for gas used but not registered due to a meter failure. The solution prohibits either party from taking advantage of this situation; rather, it requires Laclede to issue an estimate for the unmetered period based on the customer's like use in a similar period.

5. Laclede denies that it issued estimated bills throughout 2007. To the contrary, nearly every bill issued in 2007 was based on actual readings, albeit a few of those readings were based on a meter that had stopped registering usage.

6. Finally, Laclede denies that it has been overcharging Kimberly Jones for years. Ms. Jones maintains that her lifestyle is conducive to modest gas usage, and in

fact, her gas usage at the Property was very modest. Her annual gas usage of just over 600 CCF (hundred cubic feet) was not only low for the size of the Property (a two-story with 1600 square feet), but is nearly 30% below the annual usage of a typical Laclede customer. Ms. Jones complains that she was told by a Laclede representative that even if Ms. Jones doesn't use gas, she will still be billed. Laclede denies any implication that it will intentionally bill a customer for gas that she did not use. Rather, the statement means only that the portion of the monthly bill representing the fixed customer charge of \$15.50 is owed regardless of the amount of use. However, to the extent that a customer, such as Ms. Jones, conserves her gas usage, she can, and did, reap considerable benefits by reducing the impact of volumetric charges on her bill.

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

8. In summary, Laclede is required by its tariff to bill a reasonable estimate of a customer's usage in the event Laclede's meter stops or fails to register. In this case, Laclede issued a reasonable estimate and, after consulting with the customer, Laclede provided a credit to the customer by reducing that estimate. In the end, the customer owed only \$129.78 as a result of the unmetered gas, which Laclede is entitled to collect.

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 Attorney for Complainant, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 12th day of March, 2008, by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch