

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

Thomas LeCuru,	)	
	)	
Complainant,	)	
v.	)	Case No. GC-2007-0372
	)	
Laclede Gas Company,	)	
Respondent.	)	

**LACLEDE GAS COMPANY’S ANSWER**

**COMES NOW** Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s April 5, 2007 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Thomas LeCuru (the “Customer” or “Mr. LeCuru”). In support thereof, Laclede states as follows:

1. Mr. LeCuru (pronounced “Le Cure”) has owned the property at 624 Holly Hills in the City of St. Louis (the “Property”) since November 2000. The Property is a two-story building on the corner of Holly Hills and Alabama. Mr. LeCuru lives on the second floor of the Property, and leases the first floor. The first floor was leased to commercial tenants until 2006, when Mr. LeCuru converted it to residential use. The second floor account had been chronically in arrears, and was disconnected in 2005. In 2006, the second floor account was paid current, as stated by Mr. LeCuru.

2. The complaint revolves around Mr. LeCuru’s responsibility for gas usage on the first floor of the Property between June 2003 and May 2005. During that period, 1610 ccf of gas was used. Laclede believes that Mr. LeCuru should be responsible for just over 600 ccf. Mr. LeCuru seeks to be relieved of all responsibility.

3. Since Mr. LeCuru's gas usage under the two accounts at the Property were of different classes of service, Mr. LeCuru's commercial debt on the first floor will not interfere with his right to establish residential gas service on the second floor. Nor will Mr. LeCuru's alleged debt for gas service on the first floor interfere with the right of a new and independent tenant to obtain gas service on the first floor.

4. The first floor debt arose as follows. In June 2003, Mr. LeCuru's first floor tenant, the Stockton Heartwoods company, moved out of the Property and requested that gas service be disconnected. Mr. LeCuru also contacted Laclede and initially requested that gas service be continued in his name. Laclede changed its order from a turn-off to a turn-off/turn-on (also known as a "read-in/read-out"), wherein the gas service is not actually turned off, but a new account is opened in the name of the new customer. Mr. LeCuru then called again and canceled his turn-on request. Laclede returned the order to a turn-off order, but the actual turn-off was not completed. The result was that the gas was still on for the now unoccupied first floor, with the meter reading x8714.

5. According to Laclede records, Mr. LeCuru called Laclede on March 29, 2004, and requested that gas service be established in his name for the first floor of the Property. Laclede visited the Property on March 31, 2004, to turn on service, but was not able to gain access inside the Property. Laclede's service technician left a tag on the door indicating that he had been there, and requesting that the customer contact Laclede to reschedule the order. No such contact was made. This turn of events left the first floor gas still on at the Property, with the most recent meter reading being x9681.

6. On April 12, 2005, Mr. LeCuru requested that gas service be turned on and established in his name on the first floor of the Property. When Laclede visited the Property the next day, it found the gas on. Initially, Laclede billed Mr. LeCuru back to the June 2003 reading of x8714, resulting in a bill exceeding \$2000. Mr. LeCuru then had gas service to the first floor disconnected on May 17, 2005. However, on further review, Laclede determined that Mr. LeCuru should only be charged from the time he actually requested gas service. Therefore, Laclede adjusted the bill to charge back only to March 31, 2004, resulting in a bill of about \$1000.

7. Mr. LeCuru has stated that he leased the first floor of the Property to a gentleman representing a partnership that ran a hobby shop. He produced a written lease that is a one-year agreement beginning on May 3, 2004. However, Mr. LeCuru now states that the hobby shop proprietors may have begun using the property prior to May 3, 2004, and that he allowed them to use the Property free for the first month. Mr. LeCuru states that the hobby shop proprietors stayed only a few months and then left surreptitiously, without paying any of the rent owed. Mr. LeCuru feels that the hobby shop proprietors acted deceptively.

8. Mr. LeCuru does not recall asking Laclede to establish gas service in March 2004. He does not believe that he had reason to do so, since he did not need to do any work on the rental space after the departure of Stockton Heartwoods. Mr. LeCuru suspects that the hobby shop proprietors may have requested gas service in Mr. LeCuru's name. In that event, Mr. LeCuru's position would be that the hobby shop proprietors should be responsible for gas service during the subject period.

9. Laclede is without information or belief to admit or deny at this time the relevant assertions made by Mr. LeCuru. Laclede has been in contact with Mr. LeCuru and is working with him in an attempt to confirm the facts so that charges for gas service can be allocated in a fair and proper manner.

10. Regarding Mr. LeCuru's comments in his pleading that Laclede placed boxes on its meters at the Property in an attempt to "[cover] up something," Laclede states that in October 2006, it caused automated meter reading (AMR) modules to be placed on the meters at the Property in furtherance of its AMR installation program, and that it did not do so to cover up anything, but to ensure that it receives actual meter readings from the inside meters at the Property.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer.

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 7th day of May, 2007 by United States mail, hand-delivery, email, or facsimile.

**/s/ Gerry Lynch**