

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

Isabelle Condict,	)	
	)	
v.	)	Case No. GC-2008-0158
	)	
Laclede Gas Company,	)	
	)	
Respondent.	)	

**LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT**

**COMES NOW** Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s November 13, 2007 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Isabelle Condict (“Ms. Condict” or the “Customer”). In support thereof, Laclede states as follows:

1. Ms. Condict resides at 267 Prince Towne Drive, in Creve Coeur, Missouri (the “Home”). She believes that a charge assessed by Laclede for gas used during a period when Laclede’s meter at the Home was not functioning (the “subject period”) overstates her actual use, because she has been able to significantly reduce her gas usage at the Home since her mother passed away on April 3, 2006. Ms. Condict seeks to avoid paying for gas during the subject period, or alternatively, she seeks to have her usage for the subject period judged based on her usage during the current winter which, she alleges, is more representative of her use during the subject period than her past usage pattern.

2. Laclede denies that Ms. Condict should be allowed to avoid paying for gas during the subject period. Laclede Tariff Rule 10 requires the Company to estimate usage during a period when a meter fails to register.

3. Laclede is without information or belief to respond to the customer’s allegations regarding a change in usage after April 3, 2006. However, as we have moved

through the Fall of 2007 and into the winter heating season, Ms. Condict's metered usage has already begun to reflect a significant reduction over previous gas usage.

4. Laclede has spoken to Ms. Condict about her reduced usage and both parties have agreed that Laclede will continue to monitor her usage and will provide her with information supporting a reduced charge for the subject period for the purpose of resolving the parties' dispute.

5. It should be noted that, to date, Ms. Condict has made only one token payment against her usage during the winter of 2006-07. Commission Rule 13.045(6) and Laclede Tariff Rule 25(6) both provide for the customer to pay half of the charge in dispute in order to continue to receive service during the pendency of the dispute. While Laclede believes that a resolution can be reached in the near future, the company reserves its rights to collect half of the disputed charge as a good faith payment under Commission rules and Laclede's tariffs.

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

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 17th day of December, 2007 by United States mail, hand-delivery, email, or facsimile.

**/s/ Gerry Lynch**