

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

Lynn Piwowarczyk,)	
)	
Complainants,)	
v.)	Case No. GC-2007-0422
)	
Laclede Gas Company,)	
Respondent.)	

LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT

COMES NOW Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s May 2, 2007 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by Lynn Piwowarczyk (the “Customer” or “Ms. Piwowarczyk”). In support thereof, Laclede states as follows:

INTRODUCTION

1. The Customer established her account at 1200 Bonhomme Branch Court in Chesterfield, Missouri (the “Home”) in June 1999. According to St. Louis County real estate records, the Home was built in 1999. It has approximately 4300 square feet of living space. In 2002, the Customer added a concrete pool with a pool heater supplied by natural gas.

2. Between 1999 and 2002, the Customer used an average of about 1700 CCF (hundred cubic feet) per year, or nearly twice the average residential usage. After the pool heater was installed, the Customer’s average annual usage increased to roughly 2400 CCF over the next three years, mostly due to increased usage in the spring and summer.

3. In November 2005, Laclede installed an automated meter reading (“AMR”) module on its meter at the Home. Following the AMR installation, the meter failed to properly register gas usage. During the winter of 2005-06, Laclede received meter readings, but these readings indicated little or no gas usage. In late March 2006, Laclede replaced the AMR module, rectifying the meter issue.

4. In accordance with paragraph 10A of its tariff, Laclede issued an adjusted bill for the period October 18, 2005 to March 27, 2006, assessing estimated consumption based on the Customer’s use of gas in a similar period of like use. A comparison with the Customer’s previous years’ consumption is provided below.

Period	Heating Degree Days (HDDs)	Gas Usage (in CCF)	Gas Usage Per HDD
10/20/03 – 3/23/04	3651	1301 (Actual)	.3563
10/18/04 – 3/22/05	3522	1238 (Actual)	.3515
10/18/05 – 3/27/06	3735	1107 (Estimated)	.2964

ANSWER

5. Laclede admits that it issued warnings to customers regarding increases in the cost of gas in advance of the winter of 2005-06. Laclede is without information or belief sufficient to respond to whether the Piwowarczyks decided to lower their thermostat from 74 degrees to 64 degrees, and so denies this allegation.

6. Laclede is without information or belief sufficient to respond to whether one of the Piwowarczyks’ daughters moved out of the home in July 2005, or if another daughter, her fiance', and their small dog moved out in September 2005, and so denies these allegations. Laclede is without information or belief sufficient to respond to

whether the Home was occupied solely by Mr. and Mrs. Piwowarczyk during the winter of 2005-06, and on that ground denies that allegation.

7. Laclede denies that it “messed with the meter.” Laclede denies that it did not communicate with the Piwowarczyks about the AMR installation. As stated above, Laclede asserts that in November 2005, it caused an AMR module to be affixed to its meter outside the Home. Prior to the installation, in September 2005, Laclede caused a notice to be sent to the Home informing the Piwowarczyks of the upcoming AMR installation.

8. Laclede admits that the bills it issued during the winter of 2005-06 were based on actual readings, but asserts that those readings reflected a meter that was not properly registering usage. Laclede is without information or belief sufficient to respond to whether the Customer thought that bills for December, January and February which totaled one CCF of usage was evidence that the customer’s conservation efforts were finally paying off, and so denies this allegation. Laclede asserts that it is simply not feasible to believe that conservation efforts could result in virtually no gas use for a three month period during the heart of the winter.

9. Laclede is without information or belief sufficient to respond to whether or when the customer realized that someone had put something on their meter, or whether trash from the AMR installation was in their landscaping, and so denies these allegations.

10. Laclede denies that it sent the Customer a bill with gas arrears of \$1411.72. Laclede sent an adjusted bill to the Customer for service through May 22, 2006, that had no arrears. Rather, the bill reflected a credit of \$210.79 for billings issued between October 18, 2005, and March 22, 2006, a charge for 1107 CCF for unmetered

gas from October 18, 2005 to March 27, 2006 (see page 2 above), and a charge of \$159.06 for gas actually used between March 27, 2006, and May 22, 2006. After factoring in a prior balance and a payment, the account balance reflected on this bill was \$1411.72.

11. Laclede denies the Customer's allegation that Laclede made no effort to communicate the fact that it was issuing a charge for unmetered gas. Prior to actually issuing and mailing the bill in June 2006, Laclede sent the customer a postcard known as an F-482, informing the Customer that a corrected bill would be forthcoming due to a malfunctioning meter, and that the bill would include a charge for the estimated amount of gas consumed during the period of malfunction and a credit adjustment for the incorrect billing during the same period. The postcard expresses Laclede's regret for inconvenience caused by this situation, and offers a phone number to call if payment arrangements are needed.

12. Laclede denies the Customer's allegation that the charge for unmetered gas was "just made [up]." To the contrary, the charge was calculated in accordance with Laclede's tariffs using factors that take into account the number of days involved in the adjustment period along with the weather during that period.

13. Laclede admits that, following the issuance of the billing adjustment, the Customer desired a meter test to check the meter. Laclede admits that it tested the meter and found the meter to be operating properly. Laclede asserts that the meter operated properly after March 27, 2006. However, between November 2005 and March 2006, the meter malfunctioned due to a faulty AMR installation. Once the AMR module was replaced, the meter resumed proper registration.

14. Laclede admits that its system has applied late charges to the Customer's bills. The Customer has refused to pay any of the unmetered charges that she disputes. Laclede agrees to contact the Customer and offer a reasonable solution in accordance with its tariff and Commission rules regarding disputes.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer and find that, in estimating the Customer's consumption during a period of meter non-registration, Laclede has violated no statute, rule, order or decision of the Commission.

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 Complainants, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 1st day of June, 2007 by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch