

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

VOOK, LLC)	
	Complainant,)
v.) Case No. GC-2009-0110
)
Laclede Gas Company,)	
	Respondent.)

LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT

COMES NOW Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s September 30, 2008 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by VOOK, LLC (“VOOK” or the “Customer”). In support thereof, Laclede states as follows:

1. VOOK is Laclede’s customer on the second floor of 3191 S. Spring in the City of St. Louis, Missouri (the “Premises”). Sometime in November 2007, Laclede’s meter stopped or failed to register usage at the Premises.¹ Since the meter is inside the Premises, it was necessary to arrange an appointment with a representative of VOOK to access the Premises. An appointment was scheduled, and the AMR module on the meter was changed on February 9, 2008, which remedied the meter failure.

2. In accordance with Laclede Tariff Rule 10A, Laclede billed the customer for the period 10/31/07 to 2/9/08 (the “DR Period”), on an estimated consumption based on the customer’s use of gas in a similar period of like use. VOOK objected to the estimated consumption, stating that the usage during the DR Period was unlike its usage prior to July 2007, because in 2007 VOOK rehabilitated the building and installed two high-efficiency furnaces. VOOK also referred to occupancy of the building as an issue,

¹ Laclede refers to such meters as “DR Meters” because they don’t register usage.

although it provided no information regarding occupancy of the Premises in either the body of the complaint or in any of the letters attached to the complaint.

3. Nevertheless, in response to VOOK's objections, Laclede lowered its estimation for the DR Period from usage of 1191 ccf to 766 ccf. Laclede believes that this substantial discount fairly takes into account the factors raised by VOOK. However, VOOK was still not satisfied with the charge for the DR Period and has brought this complaint as a result.

4. Consistent with the spirit of and rationale behind Laclede Tariff Rule 10A, it is Laclede's intent to charge the customer only for an amount that was likely used based on the facts available, and not more. As we are approaching the same time of year covered by the DR Period, Laclede is willing to monitor the usage for that period for the winter of 2008-09 and, assuming the usage characteristics were the same or similar to what existed in 2007-08, is willing to use that data in re-evaluating the charge for the DR Period. Attempts to contact VOOK to communicate this proposal have been unsuccessful.

5. While Laclede is willing to defer this case pending collection of more usage data, the Company's tariffs and Commission rules dictate that such delay does not permit the customer to avoid payment of undisputed charges. To the contrary, they provide that the customer shall pay to the utility the amount not in dispute. (See Laclede Tariff Rule 25(5) and Commission Rule 4 CSR 240-13.045(5))

6. For the DR Period, the Company has assessed charges of \$1,044.28 for 766 ccf (786.4 therms), against which VOOK has been credited payments of \$130.40. This leaves the amount of \$913.88 unpaid. It is not clear whether VOOK means to assert

that \$130.40 (approximately 100 ccf) represents a fair estimation of usage for the DR Period, and therefore represents the amount not in dispute. Regardless, Laclede does not agree that \$130.40 represents the amount not in dispute for the DR Period.

7. Pursuant to Laclede Tariff Rule 25(6) and Commission Rule 4 CSR 240-13.045(6), if the parties cannot agree on the amount not in dispute, then the customer shall pay to the utility 50% of the charge in dispute; in effect, a good faith payment by the disputing party. Since the charge in dispute is \$1,044.28, the amount due is \$522.14, less the amount already paid of \$130.40, or \$391.74.

8. In addition, while VOOK has paid for current usage each month after May 30, 2008, VOOK has paid some, but not all of the undisputed amounts due for the period between February 9 and May 30, 2008. For this period \$303.46 has been billed but is unpaid. In sum, the total amount due that is deemed not in dispute is \$695.20

9. To summarize, Laclede will propose to defer the case for four months while usage data is collected and used, assuming circumstances comparable to the winter of 2007-08. VOOK will be expected to pay the amount of \$695.20, which is not in dispute.

ANSWER

10. Laclede admits that it installed an AMR metering reading device at the Premises on October 31, 2007. Laclede admits that such device failed to record or transmit readings, although it appears that the failure began sometime in November 2007.

11. Laclede admits that VOOK disputed its bill for estimated consumption for the DR Period. Laclede avers that it then adjusted its bill for the DR Period.

12. Laclede is without information or belief sufficient to answer whether there is no similar period of like use to base VOOK's usage on, and on that basis denies it.

13. Laclede is without information or belief sufficient to answer whether the period used for comparison was prior to current occupancy and occupancy permit for the building being issued, and on that basis denies it.

14. Laclede denies that the information it provided to VOOK regarding the estimation of usage during the DR Period was not understandable.

15. Laclede admits that VOOK sent correspondence to Laclede regarding this issue.

16. Laclede denies any allegations in the complaint not specifically addressed 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

Rick Zucker
Assistant General Counsel
Laclede Gas Company
720 Olive Street, Room 1516
St. Louis, MO 63101
(314) 342-0533 Phone
(314) 421-1979 Fax
rzucker@lacledegas.com

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 29th day of October, 2008 by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch_____