

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

Bridgette Young,)	
)	
Complainant,)	
v.)	Case No. GC-2010-0248
)	
Laclede Gas Company,)	
Respondent.)	

LACLEDE GAS COMPANY’S POST-HEARING BRIEF

COMES NOW Laclede Gas Company (“Laclede” or “Company”), pursuant to the Commission’s September 8, 2010 procedural order in the above captioned case, and submits its Post-Hearing Brief. In support thereof, Laclede states as follows:

In the Amended Order Setting Procedural Schedule dated August 11, 2010, the Commission identified the issue in this case as being whether Laclede overcharged Ms. Young for gas service. In her complaint, Ms. Young states that there was a gas leak at or near her home and that as a result of this leak, she was overcharged for her gas usage. Laclede will address this issue in its brief, as follows.

ISSUES

1. Was there a gas leak at or near Ms. Young’s home at 6708 Black Walnut Court in St. Louis (the “Home”) that was repaired in August 2008?
2. Was Ms. Young overcharged for her gas service as a result of this leak?

CONCLUSIONS

1. There was a gas leak at the street in front of the Home, where Laclede’s main line connected to the service line serving the Home. The leak was repaired by

Laclede in August 2008. At the same time Laclede repaired the leak, it also replaced the steel service line with a new plastic line.

2. Ms. Young was not, and could not have been, overcharged as a result of this street leak, because the gas that would have escaped from the leak would not have passed through the meter, and thus would not have been registered on the meter or charged to her bill. This fact is further supported by her gas usage statistics, which do not indicate decreased usage after the leak was repaired.

FACTS

The parties agree that Laclede repaired a gas leak in the street in front of Ms. Young's home in August 2008. (Tr. 34, 55) Laclede's witness, Gerry Lynch, testified that Laclede records showed that the leak was at the joint where the service line attached to the main line in the street. Ms. Lynch further testified that, in addition to repairing the leak, Laclede replaced the customer's steel service line with a plastic service line. (Tr. 55-56) Laclede did dig in the customer's yard to effect the line replacement. (Tr. 34; Staff Report (Exh. 4HC), p. 3)

Laclede's witness testified that the street leak would not have affected the customer's bill, because the leaking gas would not have traveled up the service line to register through the meter. (Tr. 56-57) Laclede produced evidence that the customer's usage following the August 5, 2008 line replacement was equivalent to, or even greater than, her usage prior to the line replacement. In fact, her usage in the first year after the line replacement was very consistent with the usage for the two years prior to the line replacement. Her usage for the second year after the line replacement, 2009-2010, was

actually a little higher than previous years. (Exhibit 1; Tr. 59)¹ Staff's review of these facts concurred with Laclede. (Tr. 81-82) The facts also showed that for the four year period surrounding the line replacement, Ms. Young's average annual usage of 630 ccf (hundred cubic feet) is well below the the 884 ccf of gas that the average Laclede residential customer uses in a year. (Tr. 62-63)

Laclede's records on the matters at issue in this case were very detailed, while Ms. Young had no records to be support her case. At one point, Ms. Young claimed that after the line replacement her gas was off for four days. (Tr. 18, 47-48) She also insisted that no one from Laclede came out to her home to restore gas service on August 5, 2008. Specifically, she stated "No one came out to my home August 5th. I don't have any record of that. You all don't have any record of that. No one ever came out to my home. My son-in-law came back and lit all my stuff." (Tr. 70) In response, Laclede's records showed that it performed the service line replacement on August 3, 2008, and Laclede produced a service order ticket clearly establishing that a Laclede service employee visited Ms. Young's home two days later, on August 5, 2008 at 1:25 pm, and safely restored gas service there, completing his work at 2:30 pm. (Exhibit 3; Tr. 64-65; 71-74)

In her Complaint, Ms. Young did not allege any issues with the condition of her yard. However, at the hearing, Ms. Young claimed that after performing the leak repair and service line replacement, the Company left her yard in a less than desirable condition. (Tr. 18, 44-45) Ms. Young indicated that she had incurred expenses to repair her yard, but she testified that she was not able to produce any support for these expenses because

¹ It is noteworthy that the dollar amount of Ms. Young's bills actually showed a modest decrease in the two years following the August 5, 2008 line replacement. However, as demonstrated in Exhibit 2, the billing decrease was caused by lower gas costs and not by lower usage. (Exhibit 2; Tr. 61)

a flood had destroyed records in her basement. (Tr. 16-17; 42-44; 47) In contrast, Laclede produced evidence that after the work was performed in August 2008, Ms. Young did not register a complaint with anyone at Laclede regarding her yard and, though she had contacted Laclede 33 times in 2009, she never mentioned the yard issue. (Tr. 62-64)

ARGUMENT

While both parties agree that Laclede repaired a street leak and renewed the customer's service line in August 2008, the evidence proffered by Laclede overwhelmingly supports its position that neither the street leak, the leak repair nor the line replacement affected Ms. Young's gas usage or billings. First, the leak simply could not have affected her bill as a matter of logic. The customer's bill is based on the amount of gas that goes through and is registered by the meter outside her Home. Any gas that escaped from a pipe in the street simply was not pushed down the line so as to be registered by the meter. Second, Laclede's customer usage analysis supports the fact that there was no change in usage over the two years since the leak was repaired. Specifically, Ms. Young's gas usage did not decline after the leak was fixed. Rather, her usage remained consistent during the first year after the repair, and actually rose during the second year. Ms. Young's mistaken belief that usage declined could have originated from the fact that her post-repair billings were somewhat lower than in previous years. However, the evidence clearly showed that this was caused by lower gas prices and not lower usage. (Exhibit 2) Third, Ms. Young's gas usage is well below the average amount used by the typical Laclede customer, which is another indication that she has been appropriately charged.

In contrast, Ms. Young had absolutely no hard evidence, but only inaccurate information, lost records, and an illogical, unsupported resolve that gas that leaked in the street had somehow registered through the meter at her Home, but was not available to her for use inside the Home. As a result, Ms. Young believes that Laclede owes her “a lot of money.” Following questions from Laclede’s attorney and Commissioner Gunn, Ms Young clearly illustrated her petulant singlemindedness: “I believe that the gas was leaking from my home. I would never, ever take that back. No one can make me take it back. I believe that they owe me...a lot of money from the gas leakage that was in front of my home.” (Tr. 51-52) Notwithstanding Ms. Young’s beliefs, the evidence and logic demonstrated Laclede did not overcharge Ms. Young for her gas used.

In addition, Ms. Young’s belated claim that Laclede damaged her yard rings hollow. Given her litigious nature, one would assume that if her yard had been left in an unacceptable condition, Laclede would have heard about it. Instead, there was no record or evidence that Ms. Young had ever complained to Laclede. This is true even though Ms. Young contacted Laclede 33 times in 2009 to discuss various matters. Nor did she include the yard damage in her complaint filed more than 1½ years after the line replacement took place. Finally, Ms. Young has no records to support any expenses for yard repair. Taken together, all of these facts lead to the unmistakable conclusion that Ms. Young is using the yard repair issue as an excuse to obtain the monetary damages from Laclede that she believes she deserves. However, it is well-settled law that the Commission cannot award pecuniary damages. *May Dept. Stores Co. v. Union Electric*, 107 S.W.2d 41, 58 (Mo. 1937).

SUMMARY

Laclede has not overcharged Ms. Young as a result of a gas leak in the street in front of her Home. Laclede did not damage Ms. Young's yard. The Commission should find that Laclede has violated no laws, or rules, decisions or orders of the Commission, and should dismiss 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 23rd day of September, 2010 by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch