

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

C.K. Lacks, L.L.C.,	)	
	)	
Complainant,	)	
v.	)	Case No. GC-2008-0010
	)	
Laclede Gas Company,	)	
Respondent.	)	

**LACLEDE GAS COMPANY'S ANSWER TO COMPLAINT  
AND MOTION TO STRIKE**

COMES NOW Laclede Gas Company ("Laclede" or "Company"), pursuant to the Commission's July 10, 2007 Notice of Complaint in the above captioned case, and submits its Answer to the Complaint filed against Laclede by C.K. Lacks, L.L.C. ("Lacks" or the "Customer") and Motion to Strike. In support thereof, Laclede states as follows:

1. In its complaint, Lacks disputes billings to Laclede Account No. 328130-006, a residential property at 7100 Roland Boulevard in St. Louis County (the "Property"), near the University of Missouri-St. Louis, that Lacks had purchased to rehab and sell. Specifically, Lacks disputes billings for gas service at the Property covering two separate periods: (i) the period in 2005 after Lacks became the owner of the Property but before establishing service in its name; and (ii) the period in 2006 during which the meter at the Property failed to properly register usage. Lacks also seeks reimbursement for time and expenses and attorneys' fees.

2. In response, Laclede states that, regarding the 2005 billings, it properly charged Lacks for the benefit that Lacks received from gas used after Lacks had become the owner of the Property. Regarding the 2006 billings, Laclede states that during the

period that the meter failed to register usage, it billed Lacks for gas consumption based on the use of gas in a similar period of like use, in accordance with Laclede's tariffs.

3. With respect to the specific allegations in the complaint, Laclede admits the allegation in paragraph 1 of the complaint.

4. Laclede is without information or belief to respond to the customer's allegations in paragraph 2a. However, real estate records do appear to indicate that a deed for the purchase of the Property was recorded by the Customer and its partners on or about March 28, 2005.

5. Laclede denies the allegations in paragraph 2b. Gas service was on at the Property at the time the Customer and its partners became the owners in March 2005. However, the Customer did not apply for gas service until September 2005.

6. Laclede is without information or belief to respond to the customer's allegations in paragraph 2c.

7. Laclede is without information or belief to respond to the customer's allegations in paragraph 2d, and on that basis denies them. Laclede notes that the amount of usage registered at the Property prior to the meter failure exceeds the amount that would normally be used only by a water heater, and is more consistent with usage of a furnace for space heating.

8. Laclede denies the allegations in paragraph 2e. The Customer did have a balance of -0- on bills received for service rendered to November 15, 2006. However, the Customer made no payment for service from November 15 to December 12, 2006, or for any portion of the billing adjustment to reconcile the period during which the meter failed to register usage.

9. Laclede admits the customer's allegations in paragraph 2f that the March 2006 bill was in the amount of \$13.33. Laclede avers that the April 2006 bill was for \$13.53. Laclede is without information or belief to respond to the remainder of the Customer's allegations in paragraph 2f and on that basis denies them.

10. Laclede is without information or belief to respond to the Customer's allegations in paragraph 2g. However, real estate records show that a warranty deed was recorded on December 22, 2006, showing that the Property was sold by Lacks and its partners.

11. Laclede admits the Customer's allegations in paragraph 2h.

12. Laclede admits the Customer's allegations in paragraph 2i.

13. Laclede admits the Customer's allegations in paragraph 2j.

14. Laclede is without information or belief to respond to the Customer's allegations in paragraph 2k. However, Laclede acknowledges that the customer is disputing the balance due based on the charge for unmetered gas usage.

15. Laclede denies the allegations in paragraph 2l. The amount of \$1,432.57 represents the entire final balance due on the account, not just the unmetered gas charges.

16. Laclede is without information or belief to respond to the Customer's allegations in the first sentence of paragraph 2m. Laclede denies the allegations in the second sentence of paragraph 2m. The Customer has made no payment for service after November 15, 2006, nor for any portion of the unmetered gas charge to represent an amount reasonably in dispute, as provided by the Commission's rules and the Company's tariff on disputes.

17. Laclede is without information or belief to respond to the Customer's allegations regarding the rehab of the new house in paragraph 2n. Laclede denies the allegations in the remainder of paragraph 2n. The Customer has made no payment for service after November 15, 2006, nor for any portion of the unmetered gas charge to represent an amount reasonably in dispute, as provided by the Commission's rules and the Company's tariff on disputes.

18. With respect to the allegations in paragraph 3a, Laclede admits that the Customer has informed Laclede that it disputes the charge for unmetered gas assessed for the period during which the meter failed to perform properly. Laclede is without information or belief to respond to the Customer's allegations in paragraph 3b.

19. Paragraphs iii and iv of the Complainant's requests for relief seek payment in the total amount of \$3,000 for Complainant's time, expenses and attorneys' fees. It is well settled law that the Commission cannot grant monetary relief for damages or order a pecuniary reparation or refund. *May Department Stores Co. v. Union Electric Light & Power Co.*, 107 S.W. 2d 41, 58 (Mo. 1937); *State ex rel. Laundry, Inc. v. Public Service Comm'n.*, 34 S.W. 2d 37, 46 (Mo. 1931). Based on the foregoing, these requests for relief should be struck from the complaint.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer, strike paragraphs iii and iv of the requests for relief, 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 counsel for the Complainant, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 13th day of August, 2007 by United States mail, hand-delivery, email, or facsimile.

**/s/ Gerry Lynch**