

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

Linda T. Nelson and Vernon Ball)	
)	
Complainants,)	
v.)	Case No. GC-2011-0394
)	
Laclede Gas Company,)	
)	
Respondent.)	

LACLEDE GAS COMPANY’S ANSWER TO COMPLAINT

COMES NOW Laclede Gas Company (“Laclede” or “Company”), and submits its Answer to the Complaint filed against Laclede by Linda T. Nelson and Vernon Ball (the “Complainants” or the “Customers”). In support thereof, Laclede states as follows:

1. The Complaint was filed on June 16, 2011. It appeared to contain two counts. The first count has to do with an overcharge that seems to have taken place over the period of a year. Other than that, the Customers’ allegations are unclear. The second count has more detail. It refers to Laclede damaging a tree and the foundation of the Customers’ home in the process of installing a service line to the Customers’ home. Apparently, Laclede replaced the tree, but the Customers would like Laclede to also seal their foundation. No details were provided as to what year the damage occurred, other than the Customers’ allegation that the work was done in February. Nor were details provided as to how Laclede is alleged to have damaged the foundation, except that the Customers allege that the home is 100 years old, and the work should have been done in the spring or summer, rather than in February.

2. As their relief, the Complainants requested that they be refunded monies from 1990-2011, possibly related to the overcharge, plus they seek to recover money damages to repair their home.

3. Laclede filed a motion for a more definite statement, which the Commission granted on June 24. In response to the Commission's order, on July 13, 2011, the Customers filed a 12-page document.

4. Regarding the Count 1 overcharge, the Customers refer to estimated bills (See Complainant's July 13 pleading, p. 1). It is not clear how Laclede is supposed to have overcharged the Customers, or how the estimated bills relate to the alleged overcharge, but the Customers' pleading is very clear that they want a refund of all payments they made from 1990 to 2007 or 2008. (July 13 pleading, pp. 2, 4)

5. Regarding the Count 2 foundation damage, the Customers were more clear that they believe the alleged damage was caused by the fact that the work was done in the winter (February) rather than the spring or summer, and that Laclede allegedly failed to adequately back fill the trench with dirt. (July 13 pleading, pp. 1-2) The Customers failed to identify when this event allegedly occurred.

6. Even with the more definite statement, the Customers' allegations remain unclear on a number of points. However, rather than requiring another more definite statement from the Customers, Laclede will attempt to answer the allegations herein and gather more information as the case progresses.

ANSWER

7. Laclede denies that it has overcharged the Customers. All bills on the Customers account at 2008 Nebraska were either based on actual usage or, if estimated,

were reconciled to actual usage. The customer has not had an estimated bill since an AMR device was installed on the meter at the Customers' home in August 2006. The Customer may be under the impression that estimated bills are not reconciled to actual usage, but in fact, if Laclede does not have an accurate meter reading and issues an estimated bill, Laclede will issue a billing adjustment once it receives an actual reading, which adjustment reconciles the estimates to actual usage. In the end, the Customers have been billed only for the gas they used.

8. Laclede denies that it damaged the Customers' foundation or damaged the property. The Customers' account was initiated in August 1990. According to Laclede's records, the Company replaced its steel service line at the Customer's home with a plastic line on December 18, 1992.

9. Laclede denies the Customers' allegations that such work was done in February. In addition, Laclede replaces service lines at all times of the year, and denies that it harmed the customers by performing the work during the winter. Further, according to the U.S. Department of Commerce's National Climatic Data Center, the temperature in St. Louis on December 18, 1992 ranged from a low of 32 to a high of 40.

10. The Company has no records of a complaint on this matter prior to 2007. If the alleged damage was caused by Laclede's work in 1992, and if the problem complained of occurred as a result of rain, then it surely would have arisen within days or weeks after the work was performed, and should have been raised at or about that time.

11. The Complainants have asked for money damages to compensate them for their claims. It should be noted that the Commission can make findings of fact based on

the evidence presented in a complaint case, but cannot make monetary awards to compensate for damages.

12. Finally, based on the circumstances discussed above, Laclede reserves the right to supplement its answer should the Customers provide more clarification as to the nature of their claims.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer to the Complaint, find that the Company has violated no laws, or rules, decisions or orders of the Commission in this case, and deny the Customers' request for relief.

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 12th day of August, 2011 by United States mail, hand-delivery, email, or facsimile.

/s/ Gerry Lynch