

Mr. Ming Zhang)
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 v.)
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 North Shore Gas Company)
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 Complaint as to billing/charges in)
 Riverwoods, Illinois)
)

Docket No. 13-0468

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ILLINOIS COMMERCE
COMMISSION

RESPONSE TO MOTION TO DISMISS

Now comes Complainant, Ming Zhang, who files this Response To Motion To Dismiss to the Motion To Dismiss filed by North Shore Gas Company ("NSG") claimed to be on September 30th, 2014. Complainant respectfully moves the Illinois Commerce Commission ("ICC") and its Administrative Law Judge to deny NSG's Motion To Dismiss and order NSG to conduct monthly meter reading as requested in Complainant's "Second Complaint" (as defined in NSG's Motion For Reconsideration Of Administrative Law Judge's Ruling), based on the reasons discussed and facts listed below:

- 1) NSG's current meter reading practice with meter reading estimates could not ensure correct billing not only monthly, but also in a bimonthly period which includes two consecutive monthly billing periods;
- 2) Monthly meter reading is a simple and straight forward remedy measure which can fix all the problems caused by NSG's current meter reading practice, and it is wide used by many other utility companies operating in the state of Illinois;
- 3) Monthly meter reading is not contrary to either NSG's commission-approved tariff, or the applicable administrative code;
- 4) NSG's current meter reading practice breaks the balance of interest between NSG and its customers, only monthly meter reading could restore this balance of interest between NSG and its customers;
- 5) NSG's remedy measure of requesting its customers to enter meter readings on a regular basis is not fair to its customers, and it still breaks the appropriate balance of interest between NSG and its customers, with its customers' interest being harmed;
- 6) With the advance of technology, monthly meter reading can be implemented cost-effectively;

- 7) Monthly meter reading is requested not only by Complainant, but also by many other customers of NSG;
- 8) NSG failed to serve Complainant a copy of its Motion To Dismiss according to its filing schedule.

Details of the above listed points are discussed as follows.

I. On the Root Cause Issue:

i) Gas Charge Overbilling:

The root cause issue that triggered the Complainant's request for monthly meter reading service is NSG's current meter reading practice with meter reading estimates. Currently NSG is billing Complainant monthly, but only taking meter readings on a bimonthly basis. In between, NSG is making meter reading estimates (NSG also allows Complainant to enter meter readings. But even though NSG accepts a meter reading entered by Complainant, it may not use it for billing). A gas usage estimate is not the actual gas usage, and could sometimes be different from the actual usage in a significant amount, causing big billing errors.

Ever since Complainant moved into his current address at 2414 Seminole Court in Riverwoods in September 2005, he suffered from this problem again and again:

- a) From September 2005 to March 2007, Complainant observed quite a few times of big differences between NSG's meter reading estimates and actual meter readings, and had to go through a painful process (often in need of the help from ICC) to get bills corrected (see Attachment 1 for examples).
- b) Each time when there was a big estimation discrepancy, NSG's representatives always blamed the lack of historical data for the cause. Therefore from March 2007 to March 2008, Complainant provided over a year of actual meter readings to NSG to build up the historical data.
- c) On March 13th, 2008, once again Complainant entered a meter reading. But this time NSG added a four-day estimate onto it, and issued an estimated bill. Because of this gas usage estimate of just four days, for the two billing periods in the bimonthly period from February 18th to April 15th, Complainant was overbilled \$3.14 in Gas Charge alone (see Attachment 2).

ii) Customer Charge Overbilling:

In addition to overcharge in Gas Charge, gas usage estimation followed by subsequent billing correction may result in overcharge in Customer Charge as well.

A monthly billing period is around 30 days. When a billing statement is received, usually a week from the ending date of the billing period has passed, or it is already more than 35 days

from the starting date of the monthly billing period. If, by then, Complainant finds that there is a big discrepancy between the meter reading estimate and the actual meter reading, and enters it into NSG's system, and a corrected bill is issued thereafter, the Customer Charge on the corrected bill will be adjusted according to NSG's rule on Customer Charge Adjustment (see Attachment 3). This also makes the billing period of the following month shorter, so most likely the Customer Charge in the following month's bill will be adjusted as well. That is to say, the Customer Charge will be adjusted for a total period of two months or so as a result of a single billing correction.

Since there are 365/366 days in a year, generally any two consecutive monthly billing periods should have 61 days. However, the Customer Charge adjustment is calculated by dividing the amount of monthly customer charge by 30 days, and then multiplying the number of actual days in the billing period. So if the Customer Charge is adjusted for a two consecutive monthly billing periods, the total Customer Charge on average would be twice the amount of monthly customer charge plus one day of adjusted customer charge amount. If it happens to be the billing date of the second billing period is selected so that the two consecutive billing periods have more than 61 days, the total adjusted customer charges will even be more than that.

The customer charges paid by Complainant from September 2005 to April 2007 are listed in Attachment 4. Because of the Customer Charge adjustments, which were caused by gas usage estimates and following billing corrections, from September 2005 to March 2007 Complainant was overcharged a total of \$3.61. What is more, even though according to NSG's rule the Customer Charge should not be adjusted for any billing period of 35 days or less, NSG still adjusted Complainant's customer charge for the billing period from April 17, 2006 to May 19th, 2006, which has a total of 32 days only, resulting in an overcharge of \$1.19. **This is a violation of NSG to its own policy.**

II. On the Conduction of Monthly Meter Reading, the Remedy Measure Requested by Complainant

The simple and straight forward way to fix all the problems mentioned in the above section is to take monthly meter readings, and then bill accordingly. This is because:

- i) The root cause of all the problems mentioned above is gas usage estimation, or more precisely, NSG's current meter reading practice with meter reading estimates. If this is replaced by monthly meter readings, then the gas usage is recorded correctly each and every month, and Gas Charge will be calculated correctly. Furthermore, this eliminates the needs of subsequent billing corrections, thus eliminates the possibility of incorrect billing in Customer Charge because now only the amount of monthly customer charge will be applied and no customer charge adjustments is necessary any more.

- ii) This is the remedy measure suggested by the manager in the Customer Service Department of ICC back in 2008.
- iii) On November 29, 2012, while contacting NSG to request a corrected bill to be issued based on the meter reading entered by Complainant and accepted by NSG on November 16, 2012, Complainant was informed by a representative from NSG's Billing Department, who identified herself as Sandy (ID Number 119438), that his account should be serviced with monthly meter readings because it is a heating account.
- iv) On January 29, 2013, Mrs. Araceli C., a representative from NSG's Executive Department, told Complainant that it is possible for a customer of NSG, like Complainant, to get monthly meter readings, but NSG need to evaluate the customer's meter first to see if a device could be installed for this purpose.
- v) In the hearing meeting on May 21st, 2014, NSG's counsel mentioned that many other utility companies operating in the state Illinois, such as People's Gas and ComEd, are conducting monthly meter readings currently.

III. On the Opposition of NSG to Monthly Meter Reading

In its Motion To Dismiss, NSG requested ICC to dismiss Complainant's request for monthly meter reading service. Its reason given is that Complainant's request is contrary to NSG's commission-approved tariffs and the relevant administrative rule. This is simply not the case, because:

i) Monthly Meter Reading Is Not Contrary To NSG's Commission-Approved Tariff

In its Motion To Dismiss, NSG provided a page of its commission-approved tariff document, which is attached here as Attachment 5. The first two paragraphs on this page are copied below:

The Company shall take meter readings, as nearly as practicable, every 60 days and issue bills for service, as nearly as practicable, every 30 days under Service Classification Nos. 1 and 2 except that in the case of certain customers served under Service Classification No 1 or 2 whose consumption is low, the Company may take meter readings and issue bills for service, as nearly as practicable, every 60 days.

The Customer Charge of Service Classification Nos. 1 and 2 shall be doubled in the computation of a bimonthly bill. The Company may base bills falling between bimonthly meter readings on estimated readings. The Company shall take meter readings and issue bills to customers served under all other service classifications as nearly as practicable, every 30 days.

NSG states in its Motion To Dismiss that "Complainant's residence at 2414 Seminole Court, Riverwoods, Illinois 60015 ("Premises") is served as a heating account under NSG's Service

Classification No. 1 (“SC1”). Therefore, Complainant should be billed monthly, and only receive actual meter readings bimonthly, with gas usage estimation in between.

However, Complainant is unable to reach this conclusion from the tariff document, because what it states here is:

- a) NSG should take actual meter readings **at least** bimonthly (“as nearly as possible, every 60 days”).
- b) NSG may make meter reading estimates between bimonthly actual meter readings, but it also may not do it that way. Here the word used is “may”, not “shall”, as used in stating how least often the actual meter readings should be taken.
- c) If NSG does not make a meter reading estimate, how could it come up with a meter reading for billing? The simple and straight forward way is to take an actual meter reading. Taking an actual meter reading between bimonthly actual meter readings is in fact taking monthly meter readings for a bimonthly period.

Therefore, **conducting monthly meter reading is not contrary to NSG’s commission-approved tariff at all; rather, it is just a different way in implementing the rules.**

ii) Only Monthly Meter Reading Can Ensure Billing Correctness

NSG’s current meter reading practice fails to ensure correct billing. As stated in its Motion To Dismiss, NSG bills the Complainant monthly, but only conducts actual meter readings bimonthly, in between two actual meter readings NSG makes meter reading estimates. However, to gauge the gas usage correctly for any billing period, we have to know the actual meter reads at both the beginning and the end of the period. Since currently for each monthly billing period, meter reading is estimated at either its beginning or its end, NSG could not get the correct gas usage for any month. So NSG sets its goal of billing correctness to every two months (including two billing periods) marked by the bimonthly actual meter reads.

The third paragraphs on the page of the tariff document provided by NSG (Attachment 5) states that:

If it is established that bimonthly billing or bimonthly meter reading with monthly billing has in any instance resulted in a customer paying for a bimonthly period an amount in excess of the total of the amounts the customer would have paid under monthly billing with monthly meter reading, the customer may, by written request made within three months after the due date of such bimonthly or monthly bill, have such excess credited on the next bill thereafter issued.

This paragraph tells us, among other things, that 1) NSG should not bill a customer, like Complainant, under monthly billing with bimonthly meter reading and result in the customer paying for a bimonthly period an amount in excess of the total of the amounts the customer would

had paid under monthly billing with monthly meter reading; 2) If in any instance such a situation occurs, the excess amount should be credited back to the customer.

As it is stated clearly in this paragraph, NSG has to ensure correct billing within a bimonthly period marked by bimonthly actual meter readings. But NSG's current meter reading practice with meter reading estimates could not ensure that at all. As it is demonstrated in Attachment 2, in 2008 for a bimonthly period of only 57 days from February 18 to April 15, Complainant was overbilled \$3.14 of Gas Charge (notice that Complainant happened to reporting an actual meter reading on March 13, 2008, and NSG made a meter reading estimate for only four days from March 13, 2008 to March 17 2008, which caused this overcharge). The root cause of this billing incorrectness is the gas price difference of the two billing periods in a bimonthly period. If the estimate is made such that a portion of gas usage in one billing period with lower gas price is moved into the other billing period with higher gas price, an overbilling occurs. This is the exact circumstance described in the text of the tariff document cited above, when the customer is billed for a bimonthly period an amount in excess of the total amounts the customer would have been billed under monthly billing with monthly meter readings.

Previously, such as in ICC 09-0128, NSG argued that because after a meter reading estimate an actual meter reading would be taken, which corrected any under or over estimation, thus the bimonthly billing correctness could be ensured. However in the hearing meeting on May 21, 2014, NSG's counsel admitted that due to price change in the two consecutive billing periods within a bimonthly period, overbilling could happen. NSG's counsel also agreed that bimonthly billing correctness could only be ensured if gas price does not change. But the gas price is constantly changing. As a matter of fact, Complainant has not seen a single instance of identical gas prices in any two consecutive months ever since moving into his current Premises.

Therefore, it is clear that NSG's current meter reading practice can only attain bimonthly billing correctness in an unpractical situation of identical gas price over months. This has not been seen by Complainant at least since the September of 2005 (when Complainant moved into his current Premises). In the practical situation of ever changing gas prices from month to month, NSG's current meter reading practice fail to ensure bimonthly billing correctness as described in the third paragraph on the page of NSG's commission-approved tariff document (see Attachment 2). **This is the very term NSG's current meter reading practice violated.**

In addition, Complainant does not believe that any utility service, lack of correct billing capability, is a legitimate and credible service under the regulation of ICC.

Furthermore, the overbilled gas charge shown in Attachment 2 plus applicable taxes have not been credited back to Complainant as required by the above cited paragraph of NSG's commission-approved tariff, despite that it has been over six years, and Complainant has been complaining this ever since it occurred back in 2008.

iii) Monthly Meter Reading Is Not Contrary To Applicable Administrative Code

As cited by NSG in its Motion To Dismiss, Part 280.80(a) of the Administrative Code states that “*All utilities shall make an actual meter reading at least every second billing period, ...*” (Attachment 6) This means that a utility company is required to take an actual meter reading either every billing period, or every other billing period. NSG is current conduct monthly billing to Complainant, so Complainant request of monthly meter reading, which is taking an actual meter reading every billing period, is not contrary to the above rule in the administrative code.

NSG argued that “Under Part 280.80(a), North Shore Gas is not obligated to conduct actual meter readings every billing period”. This is not necessarily so. The title of Part 280 is on “Procedures for Gas, Electric, Water and Sanitary Sewer Utilities Governing Eligibility for Service, Deposits, Payment Practices and Discontinuance of Service”. So the rules set here are for different types of utility companies, which may be in different situations. As we discussed above, if the price of a utility does not change from a billing period to the next, taking actual meter readings every other billing period with meter reading estimates in between could ensure billing correctness by the end of every second billing periods when actual meter readings are taken; but if the price of a utility does change from a billing period to the next, actual meter readings should be taken every billing period, otherwise billing would not be correct. The complainant has very stable electricity price. For example, his electricity price never changed in the past 12 months. But his gas price is changing every month. The electricity company could conduct actual meter readings every other month with meter reading estimates in between without jeopardize billing correctness ensured at the end of every second billing periods; while **NSG has to take monthly actual meter readings if it intends to attain the goal of billing correctness as described in its commission-approved tariff.**

Also, NSG’s counsel told the complainant that People’s Gas is conducting monthly meter readings. People’s Gas is also a gas utility operating in the state of Illinois that is governed under the same Administrative Code. If People’s Gas complies with the Administrative Code while conducting monthly meter reading, how come requesting NSG, also a gas utility company operating in the state of Illinois, to do the same is contrary to the same Administrative Code?

In addition, NSG’s counsel told Complainant that NSG and People’s Gas are sister companies, both are subsidiaries of Integrys, the parent company. The counsel works for Integrys, and supports both NSG and People’s Gas. So the counsel supports the monthly meter readings on behave of People’s Gas, but at the same time opposes the same meter reading practice on behave of NSG; and both complies with the same Administrative Code. This simply does not make sense.

IV. On the Imbalance between the Interest of NSG and Its Customers

On its home page, ICC states that “*The ICC’s mission is to pursue an appropriate balance between the interest of consumers and existing and emerging service providers to ensure the provision of adequate, efficient, reliable, safe and least-cost public utility services*”. Complainant brings the issues of ICC 13-0468 up to ICC because he believes that in these issues the appropriate balance between the interest of NSG and Complainant, as one of the ordinary consumers on the service territory of NSG, is destroyed, with the interest of Complainant being harmed.

NSG claimed that it does not make money from Gas Charges, what its customers is billed covers only the cost of the used natural gas NSG purchased from the market. Therefore here the point of appropriate balance between the interest of NSG and its customers should be NSG bills Gas Charge to its customers, such as Complainant, correctly so as to just recover the cost of its natural gas purchase. **No profits should be generated out of it.** However as it is discussed above, NSG’s current meter reading practice could not ensure billing correctness on Gas Charges not only monthly, but also bimonthly. The resulted overbilling will bring additional profit to NSG.

It might be argued that it is possible that billing incorrectness might turn out to be under-billing. This is surely possible. However, overbilling or under-billing depend on whether the gas usage is shifted from the billing period of lower gas price to the billing period of higher gas price through either gas usage under estimation or over estimation, and vice versa. NSG has the information on its gas price for the months ahead. If it starts to over or under estimate the gas usage purposely, it knows what to do to so as to overbill. A customer could not play the same game through entering meter readings simply because he does not have the information on his next month’s gas price. Therefore, if such a game starts, the appropriate balance of interest between NSG and its customers could not be maintained, and it would be the interest of customers that is in danger. The underneath reason of this situation is simple: here NSG is in the controlling position, and a customer, such as Complainant, has no effective way to counter balance; this shall never be a fair play.

It might be argued as well that the amount of billing incorrectness might be small. But it may not be small at all. For example, as Attachment 2 shows that for the two billing periods from February 18, 2008, to April 15, 2008, the overbilling of Gas Charges is \$3.14. This is due to an estimate of just four days of gas usage. If the same kind of estimation was applied to the entire billing period of 28 days (from February 18, 2008, to March 17, 2008), it would turn out to be an overcharge of:

$$(\$3.14 / 4) * 28 = \$21.98$$

Also, gas price difference between the billing period from February 18, 2008, to March 17, 2008, and the billing period from March 17, 2008, to April 15, 2008, is only:

$$\$1.0495 - \$0.9314 = \$0.1181$$

Earlier this year in March and April, there was a big surge in gas prices, and the Complainant's gas prices were changed in the amount of:

$$\$0.7397 - \$0.5429 = \$0.1968$$

in March, and

$$\$1.0541 - \$0.7397 = \$0.3144$$

in April (Attachment 7). Therefore, if such an estimate was made in one of these two consecutive months, the amount of overcharge could reach:

$$\$21.98 * (\$0.1968 / \$0.1181) = \$36.63$$

or:

$$\$21.98 * (\$0.3144 / \$0.1181) = \$58.51$$

With an average at:

$$(\$36.63 + \$58.51) / 2 = \$47.57$$

This is just for one account. Remember that every SC1 customer of NSG with monthly billing will get one meter reading estimate within every two consecutive months. So if this happens to all these customers, the total would turn out to be a huge amount of profit out of no legitimate service at all but just incorrect billing. **In the above example, a single occurrence of that level of overbilling in Gas Charge to 100,000 accounts could be estimated to a profit of some 5 million dollars.**

If NSG intends to overbill by shifting gas usage around, it could try to achieve that through over or under estimate in a significant amount. NSG testified in ICC 09-0128 that gas usage by Complainant over years was quite consistent. Yet as it is shown in Attachment 1, in March 2006 the original estimate of NSG is 48.0% over its corrected estimate after Complainant entered a meter reading, and in March 2007 the original estimate of NSG is 72.4% under its corrected estimate again after Complainant entered a meter reading. When Complainant complained about the significant incorrectness in gas usage estimation, NSG's representatives always blamed lack of historical data as the reason. So from March 2007 to March 2008, Complainant provided actual meter readings every month for 13 months consecutively. But after Complainant entered another meter reading of 3331 on March 13th, 2008, at gas usage of 244 units for 24 days from February 18 to March 13, NSG added an estimate of gas usage of just 9 units for only four days from March 13 to March 17 (Attachment 8). So from February 18 to March 13, the average daily gas usage is:

$$244 / 24 = 10.167$$

But from March 13 to March 17, the average daily gas usage is estimated at:

$$9 / 4 = 2.250$$

This is only 22.1% of the average daily usage for the period of 24 days immediately before. Such a 77.9% of under estimation is worse than the 72.4% under estimation NSG made in March 2007. This is to say, **after a whole year of actual meter readings were provided, there were no improvement in the accuracy of meter reading estimation. It still differs significantly from the actual gas usage.**

As far as the Customer Charge is concerned, the point of appropriate balance of interest between NSG and its customers should be charging and paying of two times the amount of monthly customer charge in a bimonthly period containing two monthly billing periods. However if a customer, observed a discrepancy between a meter reading estimate and the actual meter reading, enters the meter reading and requests a corrected bill, most likely the adjustment on Customer Charge will occur. Although it is possible that the adjustments for two consecutive billing periods may end with the customer paying less than two times the amount of monthly customer charges, the Complainant's experience, as shown in Attachment 4, is just the opposite. This is because the billing dates vary from month to month, and it is controlled by NSG. Once the adjustments on Customer Charge starts, maintaining the appropriate balance of interest between NSG and its customers becomes an issue. Here again, NSG is in the controlling position, and a customer, such as Complainant, has no effective way to counter balance. Then it would turn out to be that it is the interest of customers that is being harmed, as confirmed by what Complainant has experienced.

In summary, all these problems are caused by NSG's current meter reading practice. If it is replaced with monthly meter reading, all these problems will disappear automatically. This is why Complaint is requesting the monthly meter reading service. If this request is denied, NSG is set free to overcharge its customers either in Gas Charge through meter reading estimation, or in Customer Charge through customer charge adjustments; customers have no effective way to counter balance; and ICC loses its leverage to maintain the appropriate balance between the interest of NSG and its consumers.

V. On NSG's Remedy Measure

NSG proposed a remedy measure to the incorrectness of meter reading estimation. That is, to have Complainant to enter meter readings every other month between the actual meter readings taken by NSG. NSG claims that it will accept Complainant's meter readings. But because of the shifting of bill dates from month to month, there is no guarantee that the meter readings entered will be used for billing. An example is the four day meter reading estimate added to the meter reading entered by Complainant in March 2008, causing an overbilling of Gas Charges in March and April billing periods in 2008, which started the disputes between Complainant and NSG.

Moreover, a bigger problem of this remedy measure is the fairness of such an arrangement. Here, NSG is providing the natural gas service at a price, and its customers are paying the price to use its service. This should be the exact point of appropriate balance of interest between NSG and its customers, i.e. NSG provides the full service, and customers pay the full price. Right now, Complainant is paying the full price, but NSG could not provide the full service because it could not ensure correct billing. So it asks Complainant to provide meter readings on a regular basis (Complainant does not mind to provide

meter readings on an occasional basis due to special situations, such as the weather condition). That is to say, in addition of paying the full price to NSG, Complainant, as an ordinary customer of NSG, has to participate in the service to himself in order to get the service feature of correct billing, which should be included as a portion of the full service; otherwise he is subject to the risk of being overbilled. This is totally unfair, and has deviated from the point of appropriate balance of interest between Complainant and NSG. The interest of Complainant is harmed again here.

Without providing correct billing through its own efforts, Complainant could not agree that NSG is providing “an adequate service”, as is required in ICC’s mission statement.

VI. On the Cost of Monthly Meter Reading

Previously, NSG argued that conducting monthly meter reading would increase the cost of service. When the monthly meter reading was discussed again between Complainant and NSG’s counsel in the hearing meeting on May 21st, 2014, its cost was not brought up again as a hurdle for its implementation. Instead, Complainant mentioned that with the advance of technology, the remote electronic meter reading is now possible, and it should be more cost effective than the current manual process of meter reading. NSG mentioned in its Motion To Dismiss that generally the heating accounts of the Complainant’s service class in NSG’s service territory do not have meters with installed remote-reading capability. But in the discussion on this topic on May 21st, 2014, Complainant already complained to NSG’s counsel that not only this is said to be not available, but there is no plan to make it available as well. NSG’s counsel expressed understanding on Complainant’s position and frustration.

In a word, monthly meter reading is not only implementable, but also can be implemented in a more cost effective way compared with NSG’s current meter reading practice of bimonthly manual meter reading, which is in line with ICC’s mission of ensuring the provision of efficient, and least-cost public utility services.

VII. On the Fairness of Requesting Monthly Meter Reading Service

NSG may argue that it is not fair to give Complainant special treatment by providing him with the monthly meter reading service. Complainant agrees that no special treatment should be extended and all NSG’s customers receiving the same type of service as his should get the same monthly meter reading service. This is because none of the overbilling issues occurred to Complainant was caused by any special conditions on Complainant’s side; they could very well occur to any other NSG customers under the same type of service as that of Complainant.

As a matter of fact, many other NSG’s customers were requesting the same monthly meter reading service due to other issues they were suffering, as shown in the Complainant’s former state representative Mrs. Karen May’s letter to ICC’s chairman and commissioners (Attachment 9).

Complainant complained to representative May on all the overbilling issues. After having Complainant's document reviewed by professional service, representative May told Complainant that she believed the issues Complainant raised were factual, so she wrote a letter to ICC to request the monthly meter reading service.

All in all, the Complainant is not requesting any special treatments from NSG, rather he is requesting the same type of service that many other NSG's customers also requested. Although the Complainant believe that the monthly meter reading service he is requesting should be provided to all other customers, as an individual customer, he could only make this request on behave of himself.

VIII. On Filing Schedule Violation in NSG's Filing of Motion To Dismiss

In the status hearing meeting on September 4, 2014, the due date for NSG to file its Motion To Dismiss was set. NSG was given till September 30, 2014 to file its motion. NSG claimed in its Certificate of Service that it served all parties a copy of its motion on September 30, 2014, but did not send it to Complainant until October 1, 2014, as shown by the timestamp on the envelope of the copy sent to Complainant (Attachment 10).

WHEREFORE, for all the reasons and facts set forth above, Complainant respectfully moves the ICC and its Administrative Law Judge to deny NSG's Motion To Dismiss and order NSG to conduct monthly meter reading as requested in Complainant's "Second Complaint" (as defined in NSG's Motion For Reconsideration Of Administrative Law Judge's Ruling).

Dated : November 7, 2014

Respectfully submitted,



Ming Zhang
The Complainant

CERTIFICATE OF SERVICE

I hereby certify that on November 7th, 2014, I served an originally signed copy of my Response to Motion to Dismiss to the following party through U.S. mail:

Ms. Elizabeth A. Rolando
Chief Clerks Office
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62701

I hereby certify that on November 7th, 2014, I served an electronic copy of my Response to Motion to Dismiss to the following parties through electronic mail:

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