



- 10) Laclede used its "big stick" ability to disconnect gas service as a punitive measure to secure compliance to its erroneous billing practices, without offering good-faith consideration of my family's valid challenges to those practices.
- 11) Laclede inappropriately uses its payment arrangement plan as a 'carrot' to encourage the customer's acceptance of unjust and improper billings.
- 12) Various departments at Laclede have been assigned conflicting missions, functions, and duties. They thus are failing in the delivery of their primary functions and duties. This situation has resulted in poor service being rendered to the public.
- 13) One example of this is how Laclede has merged the customer service and collection service functions into what has in fact become a customer disservice department. This department relies on expensive legal counsel to deny the public just and equitable restitution for liabilities resulting from Laclede employee incompetent and unethical behavior and practices.

(2)

# Laclede Gas Company

ST. LOUIS, MO 63177

5918 THEODORE AVE

ACCOUNT NO 198489-001-8

DEBIT 0.00 CREDIT RG

67739 PREVIOUS DAYS

PREVIOUS	PREVIOUS	USAGE	X	DUPLICATE	THIRDS
1550	1532	18		1,027	18.5

ACTUAL READING

AMOUNT

CREDIT BALANCE  
\*\*DO NOT PAY\*\*

## BILL DETAIL

AMOUNT

PRIOR GAS BALANCE	899.58
DEPOSIT INT	887.95
DEPOSIT APPLIED	208.08
CHARGE FOR GAS SVC 03-15-01 TO 06-02-01	22.17
ST LOUIS CITY TAX	.93
ACCOUNT BALANCE	165.27

## FINAL BILL

5-6-2001  
FINAL BILL

CREDIT BALANCE  
\*\*DO NOT PAY\*\*



NORMAN V HARROLD  
15638 DEBRIDGE WAY  
FLORISSANT, MO 63034

19848900180000165271

87555

\*

2001  
FINAL BILL

YOUR GAS BILL NOW HAS TWO PARTS

# Laclede Gas Company

DRAWER 2  
ST. LOUIS, MO 63177

5918 THEODORE AVE

ACCOUNT NO 198489-002-7

DEBIT 206.00 CREDIT RG

AVG MONTH GAS COST PER THRM 1.05/56 DEGREE DAYS

PREVIOUS	PREVIOUS	USAGE	X	DUPLICATE	THIRDS
6692	6523	169		1,033	178.6

ESTIMATED

AMOUNT

GAS ARREARS/LATE PAY 247.33  
CURRENT CHARGES 233.10

AMOUNT DUE \$480.43

PAYMENT DUE BY 04-13-06 DELINQUENT AFTER 04-24-06

AMOUNT DUE \$480.43

AMOUNT PAID

PAYMENT DUE BY 04-13-06

DELINQUENT AFTER 04-24-06

Help! Check Your

Bill

19848900270000480433

21787



PRESORTED

FIRST CLASS MAIL  
U.S. POSTAGE PAID  
POST CARD MAIL  
PERMIT NO. 73

## BILL DETAIL

AMOUNT

PRIOR GAS BALANCE	548.71
PAYMENT THANK YOU	385.04
LATE PAYMENT CHRG GAS	3.66
CHARGE FOR GAS SVC 02-14-06 TO 03-14-06	223.78
ST LOUIS CITY TAX	9.32
ACCOUNT BALANCE	480.43

HELP SOMEONE IN NEED. GIVE TO DOLLAR HELP. CHECK A RED BOX TO ADD A DONATION TO EACH MONTH'S GAS BILL.

KENYA GRIMMETT  
15638 DEBRIDGE WAY  
FLORISSANT, MO 63034

2006 - 2

12-2-06

(3)

**Laclede Gas Company** ST. LOUIS, MO 63177  
 SERVICE AT **5918 THEODORE AVE**  
 ACCT NO **198489-002-7** DEPOSIT **206.00** RATE **RG**  
 AVERAGE GAS COST PER THERM **1.05756** DEGREE DAYS **727**  

PREVIOUS READING	CURRENT READING	USAGE (CCF)	X BTU FACTOR	THERMS
6692	6523	169	1.033	174.6

 ESTIMATED AMOUNT  
**GAS ARREARS/LATE PAY 247.35**  
**CURRENT CHARGES 233.10**  
**AMOUNT DUE \$480.43**  
 PAYMENT DUE BY **04-13-06** DELINQUENT AFTER **04-24-06**  
**AMOUNT DUE \$480.43** **AMOUNT PAID**  
 PAYMENT DUE BY **04-13-06**  
 DELINQUENT AFTER **04-24-06**  
 Dollar Help - Check One!  
 [ ] [ ] [ ]  
**19848900270000480433**

**ST. LOUIS MISSOURI**  
 FIRST-CLASS MAIL  
 U.S. POSTAGE PAID  
 POST CARD RATE  
 PERMIT NO. 735  
 PHESORTED  
 BILL DETAIL  
 PRIOR GAS BALANCE **548.71**  
 PAYMENT THANK YOU **505.04**  
 LATE PAYMENT CHRG GAS **3.66**  
 CHARGE FOR GAS SVC 02-10-06 TO 03-14-06 **223.78**  
 ST LOUIS CITY TAX **9.58**  
 ACCOUNT BALANCE **480.43**  
 HELP SOMEONE IN NEED. GIVE TO DOLLAR HELP. CHECK A RED BOX TO ADD A DONATION TO EACH MONTH'S GAS BILL.

**Laclede Gas Company** DRAWER 2 ST. LOUIS, MO 63177  
 SERVICE AT **5918 THEODORE AVE**  
 ACCT NO **198489-002-7** DEPOSIT **206.00** RATE **RG**  
 AVERAGE GAS COST PER THERM **1.05756** DEGREE DAYS **805**  

PREVIOUS READING	CURRENT READING	USAGE (CCF)	X BTU FACTOR	THERMS
8314	8356	2568	1.030	2645.0

 ACTUAL READING-METER CHANGE  
**GAS CREDIT/LATE PAY 1916.72**  
**CURRENT CHARGES 3172.03**  
**AMOUNT DUE \$1255.31**  
 PAYMENT DUE BY **05-19-06** DELINQUENT AFTER **05-30-06**  
**AMOUNT DUE \$1255.31** **AMOUNT PAID**  
 PAYMENT DUE BY **05-19-06**  
 DELINQUENT AFTER **05-30-06**  
 Dollar Help - Check One!  
 [4] [5] [35]  
**19848900270001255311**

**ST. LOUIS MISSOURI**  
 FIRST-CLASS MAIL  
 U.S. POSTAGE PAID  
 POST CARD RATE  
 PERMIT NO. 735  
 PHESORTED  
 BILL DETAIL  
 PRIOR GAS BALANCE **480.43**  
 BILL ADJUSTMENT **2359.91**  
 LATE PAYMENT CHRG GAS **87.25**  
 CHARGE FOR GAS SVC 09-10-06 TO 04-12-06 **3045.15**  
 ST LOUIS CITY TAX **124.68**  
 ACCOUNT BALANCE **1255.31**  
 CORRECTED BILL  
 HELP SOMEONE IN NEED. GIVE TO DOLLAR HELP. CHECK A RED BOX TO ADD A DONATION TO EACH MONTH'S GAS BILL.

**LAST ACTUAL**  
**READING**  
**WAS Oct, 2001**

**KENYA GRIMMETT**  
**15638 DEBRIDGE WAY**  
**FLORISSANT, MO 63034**

(4)

Account No.

198489-0021

**Laclede  
Gas**720 OLIVE  
ST. LOUIS, MO 63101  
(314) 621-6900**STATEMENT OF PAYMENT ARRANGEMENTS**

THIS IS YOUR RECORD OF THE PAYMENT ARRANGEMENTS YOU HAVE MADE WITH LACLEDE. TO AVOID CANCELLATION OF THESE ARRANGEMENTS AND A 1.5% LATE PAYMENT CHARGE ASSESSMENT YOU MUST:

- (1) PAY THE OUTSTANDING BALANCE DUE ACCORDING TO THE ARRANGEMENTS SHOWN BELOW. THESE PAYMENTS MUST BE MADE BY THE DUE DATE SHOWN ON YOUR MONTHLY GAS BILL. IF THE PAYMENT IS MAILED, PLEASE ALLOW SUFFICIENT TIME FOR PROCESSING.

BALANCE DUE OF \$ 1,337.50 TO BE PAID AS FOLLOWS:1. PAYMENT OF \$ 100.00 BY 7-6-647 MONTHLY PAYMENTS OF \$ 26.00FINAL PAYMENT OF \$ 15.50

- (2) IN ADDITION, YOU MUST PAY ALL CURRENT CHARGES BY THE DELINQUENCY DATE SHOWN ON YOUR BILL.

LACLEDE GAS REPRESENTATIVE

DATE

SERVICE ADDRESS (SAME AS BELOW IF BLANK)

NAME

ADDRESS

CITY

STATE

ZIP

PHONE

F-501-Rev. 10-05

PLEASE KEEP FOR YOUR RECORDS

XX JUL-03-06 ST. LOUIS MO 631

LACLEDE GAS COMPANY  
720 OLIVE  
ST. LOUIS, MISSOURI 63101

6/30/2006 MAKING

EQALPM3 63136

|||||

(5)

LACLEDE GAS COMPANY  
720 OLIVE STREET, DRAWER 2, ST. LOUIS, MO 63171 314-621-6860

## DISCONNECTION NOTICE

We have not yet received payment of the amount due shown on your most recent gas bill. To avoid disconnection, payment of at least the **DISCONNECTION AMOUNT** as shown below must be received immediately. If you are unable to pay the disconnection amount, please call us to determine if a payment arrangement can be made. Please Note: When service is restored following disconnection, a reconnection fee will be added to your next bill.

AMOUNT DUE \$1337.50  
DISCONNECTION AMOUNT \$1288.72  
DISCONNECTION DATE ON OR AFTER 07-06-06



ACCOUNT NUMBER 198489-002 7 SERVICE ADDRESS 5918 THEODORE AVE  
LACLEDE GAS COMPANY, DRAWER 2, ST. LOUIS, MO 63171

AMOUNT DUE \$1337.50  
DISCONNECTION AMT \$1288.72  
DISCONNECTION DATE 07-06-06  
ON OR AFTER



KENYA GRIMMETT  
15638 DEBRIDGE WAY  
FLORISSANT, MO 63034



19848900270001288720

82652

LACLEDE GAS COMPANY  
720 OLIVE STREET, DRAWER 2, ST. LOUIS, MO 63171 314-621-6860

## DISCONNECTION NOTICE

We have not yet received payment of the amount due shown on your most recent gas bill. To avoid disconnection, payment of at least the **DISCONNECTION AMOUNT** as shown below must be received immediately. If you are unable to pay the disconnection amount, please call us to determine if a payment arrangement can be made. Please Note: When service is restored following disconnection, a reconnection fee will be added to your next bill.

AMOUNT DUE \$1368.45  
DISCONNECTION AMOUNT \$1337.50  
DISCONNECTION DATE ON OR AFTER 08-07-06



ACCOUNT NUMBER 198489-002 7 SERVICE ADDRESS 5918 THEODORE AVE  
LACLEDE GAS COMPANY, DRAWER 2, ST. LOUIS, MO 63171

AMOUNT DUE \$1368.45  
DISCONNECTION AMT \$1337.50  
DISCONNECTION DATE 08-07-06  
ON OR AFTER



NORMAN HAROLD  
15638 DEBRIDGE WAY  
FLORISSANT, MO 63034



19848900270001337507

81368

(6)

**Laclede Gas Company** ST. LOUIS, MO 63177

① → SERVICE AT: 5918 THEODORE AVE X-  
 ACCT NO. 198489-002-7 DEPOSIT DATE:  
 AVERAGE GAS COST PER THERM DEGREE DAYS

PRESENT IN MONTH	PREVIOUS READING	USAGE (CCF)	X BTU FACTOR	THERMS



PRINTED MAIL  
 U.S. POSTAGE PAID  
 POST CARD RATE  
 PERMIT NO. 101  
 ST. LOUIS, MO 63177  
 PRESENTED XXXXXXXXXXXXXXXXXX

BILL DETAIL AMOUNT  
 BALANCE AS OF AUG 29 \$1417.39  
 CURRENT BALANCE \$1417.39

IMPORTANT: Please pay the AMOUNT DUE in full to close your account. If you have already done so, thank you and please disregard this notice. Our receipt of your full payment within 10 days will avoid further collection activity, including referral of your account to a collection agency.

② → FINAL BILL NOTICE

AMOUNT DUE \$1417.39

DELINQUENT AFTER 09-19-06

RETURN THIS BILL TO: LACLEDE GAS COMPANY, DRAWER 2, ST. LOUIS, MO 63177

AMOUNT DUE \$1417.39

AMOUNT PAID \_\_\_\_\_

DELINQUENT AFTER 09-18-06  
 Dollar Help - Check One!

\$1 \$2 \$3



③ → NORMAN HAROLD  
 15638 DEBRIDGE WAY  
 FLORISSANT, MO 63034

19848900270001417397

04030

**Laclede Gas Company** DRAWER 2 ST. LOUIS, MO 63177

④ → SERVICE AT: 15638 DEBRIDGE WAY X-  
 ACCT NO. 820554-002-6 DEPOSIT DATE: 266 00 DATE: 85  
 AVERAGE GAS COST PER THERM DEGREE DAYS: 99736 DEGREE DAYS: 1215

PRESENT READING	PREVIOUS READING	USAGE (CCF)	X BTU FACTOR	THERMS
9563	9253	310	1.058	321.8



PRINTED MAIL  
 U.S. POSTAGE PAID  
 POST CARD RATE  
 PERMIT NO. 101  
 ST. LOUIS, MO 63177  
 PRESENTED

BILL DETAIL AMOUNT  
 PRIOR GAS BALANCE \$05.09  
 PRIOR BILL CHRG 1149.32  
 PAYMENT THANK YOU 1020.00  
 CHARGE FOR GAS SVC 01-12-07 TO 02-13-07  
 (INCLUDES A MONTHLY ISRS CHARGE OF \$4.45) \$60.53  
 ST LOUIS CNTY TAX 18.98  
 ACCOUNT BALANCE 10

⑤ → ACTUAL READING  
 GAS CREDIT \$15.77  
 CURRENT CHARGES 1519.83

AMOUNT DUE \$1004.06

PAYMENT DUE BY 03-08-07 DELINQUENT AFTER 03-20-07

RETURN THIS BILL TO: LACLEDE GAS COMPANY, DRAWER 2, ST. LOUIS, MO 63177

AMOUNT DUE \$1004.06

AMOUNT PAID \_\_\_\_\_

PAYMENT DUE BY 03-09-07  
 DELINQUENT AFTER 03-20-07  
 Dollar Help - Check One!

\$1 \$2 \$3



⑥ → NORMAN V HAROLD  
 15638 DEBRIDGE WAY  
 FLORISSANT, MO 63034

82055400260001004069

21439

(7)

**IMPORTANT CONTACT INFORMATION**

- All your billing and customer service needs: 314-821-8960 or toll-free 1-800-887-4173
- IN AN EMERGENCY OR TO REPORT A GAS ODOR: 314-342-0800
- Send correspondence to Drawer 9, St. Louis, MO 63166
- [www.lacledegas.com](http://www.lacledegas.com)

Account Number: 820554-002-6

Service Address: 15638 DEBRIDGE WAY

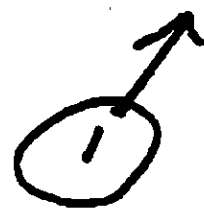
Disconnection Notice Detail	Amount
Amount Due	\$927.89
Disconnection Amount	\$876.76
Disconnect date on or after	11-05-07



\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 63033

&gt;01477 0003867 001 092049 LEC96HE

NORMAN V HARROLD  
15638 DEBRIDGE WAY  
FLORISSANT, MO 63034



## FINAL DISCONNECTION NOTICE

We have not yet received payment of the amount due shown on your most recent gas bill. To avoid disconnection, payment of at least the **DISCONNECTION AMOUNT** as shown above must be received immediately. Please pay using one of the following options:

- Pay from your bank account or by Visa, MasterCard or Discover credit card by calling ChoicePay toll-free at 1-877-839-2478. A convenience fee will be charged.
- Pay by cash, check or money order at a participating Schnucks or Dierbergs Market. A convenience fee will be charged.
- Bring a check or money order to the Bill Payment Depository located in the lobby of the Laclede Gas Building at 720 Olive Street in downtown St. Louis from 6:30 a.m. to 10:30 p.m., seven days a week.

Please provide your account number when making all payments. If you are unable to pay the disconnection amount, please call us at 314-821-8960 to determine if a payment arrangement can be made.

Please Note: When service is restored following disconnection, payment of a reconnection fee and a deposit may be required.



Please retain this portion for your records.



Please use this portion to pay at an authorized payment agent or at the Laclede Bill Payment Depository.

**DOLLAR HELP** ☒  
CHECK A RED BOX!

Account Number: 820554-002-6

Service Address: 15638 DEBRIDGE WAY

Amount Due	<del>-X</del>	\$927.89
Disconnection Amount		\$876.76
Disconnection date on or after		11/05/07



Amount \$  
Enclosed:

Please do not write below.

(8)



HEATING DEGREE DAY TOTAL (MONTH/YEAR AND SEASON) - SAINT LOUIS, MO														
1900-current													(Jul-Jun)	
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR	SEASON
2000	885	838	480	297	38	8	0	0	67	176	700	1338	4734	3896
2001	1063	830	721	154	47	13	0	0	50	246	352	772	4248	5108
2002	826	714	683	234	120	0	0	0	12	338	620	847	4394	3997
2003	1135	937	536	249	64	27	0	0	50	176	470	812	4456	4765
2004	1048	836	466	225	55	0	1	4	9	175	480	865	4144	4138
2005	981	681	648	216	82	0	0	0	16	243	495	1017	4359	4102
2006	696	826	567	135	95	0	0	0	40	344	535	747	3985	4080
2007													0	1666
2008													0	0
2009													0	0

AVG	1040	847	628	294	89	7	0	1	40	232	579	933	4706	4706
MAX	1563	1223	1072	554	239	48	3	20	131	495	832	1376	5669	5884
MIN	679	553	269	107	9	0	0	0	0	74	323	639	3684	3781

REBILLING THE CATCH-UP BILL PERIOD, USING THE DEGREE-DAY METHOD, AND PAST-  
USAGE CCF ESTIMATES:

(Month-year-HDD)

10-2004 175  
11-2004 460  
12-2004 865  
2005 4359  
01-2006 696  
02-2006 826  
03-2006 567

7948 HDD TOTAL FOR THE VACANT CATCH-UP PERIOD.

(Month-year-HDD)

10-2001 246  
11-2001 352  
12-2001 772  
-2002 4394  
-2003 4456  
01-2004 1048  
02-2004 836  
03-2004 466  
04-2004 225  
05-2004 55  
06-2004 0  
07-2004 1  
08-2004 4  
09-2004 9

12864 HDD TOTAL FOR THE OCCUPIED PERIOD.

12864 HDD  
7948 HDD

20812 HDD TOTAL FOR ESTIMATED PERIODS.

The Ratio of the vacant period to the total periods:

(9)

HEATING DEGREE DAY TOTAL (MONTH/YEAR AND SEASON) - SAINT LOUIS, MO													
1900-current													
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR SEASON
2000	985	838	490	297	38	8	0	0	57	178	709	1338	4734 3898
2001	1063	830	721	154	47	13	0	0	50	246	352	772	4248 5108
2002	826	714	683	234	120	0	0	0	12	338	620	847	4394 3997
2003	1135	937	536	249	64	27	0	0	50	176	470	812	4456 4765
2004	1048	836	466	225	55	0	1	4	9	175	480	865	4144 4138
2005	961	681	648	216	82	0	0	0	18	243	495	1017	4359 4102
2006	698	826	567	135	95	0	0	0	40	344	535	747	3885 4080
2007													0 1666
2008													0 0
2009													0 0
AVG	1040	847	628	294	89	7	0	1	40	232	579	933	4706 4706
MAX	1553	1223	1072	554	239	48	3	20	131	495	832	1376	5689 5864
MIN	679	553	289	107	9	0	0	0	0	74	323	639	3684 3781

REBILLING THE CATCH-UP BILL PERIOD, USING THE DEGREE-DAY METHOD, AND PAST-  
USAGE CCF ESTIMATES:

The Ratio of the vacant period to the total periods;  
 $7948 / 20,812 = .3819 = 38 \% \text{ of total}$

03-14-2006 6692 The estimated billing index rendered a month prior to rebilling.  
 10-11-2001 1637 The estimated period beginning index (index preceding remote device failure)  
 -----  
 5055 CCF The total estimated 'past-usage' CCF previously billed.

8336 CCF The index of an actual 'present reading' of the catch-up rebill for 9-10-04 to 4-12-06  
 8221 CCF The index reading obtained during the AMR exchange of 3-2-06.

-----  
 115 CCF The actual CCF used for the month between the AMR exchange and the catch-up billing.

5055 CCF x .3819 = 1930 CCF ( The CCF previously estimated/billed for the vacant 'catch-up' period )  
 1930 CCF x .3 = 579 CCF (The CCF previously estimated/billed, applying a 70% reduction credit )  
 579 CCF + 115 CCF = 694 CCF ( The 'credit-adjustment' CCF , plus the next month's actual CCF usage)

-----  
 2568 ccf (The CCF billed on the original catch-up bill.)  
 - 694 ccf (The CCF to be billed on the 'credit-adjustment' catch-up bill).

-----  
 1874 ccf (The CCF credit due)

(18)

OCTOBER 2004 10/11

St. Louis Airport  
Degree Day and Temperature Data

Day	Temperature			Degree Day		Month Ending		Season Cumulative	
	Max.	Min.	Avg.	Htg.	Clg.	Htg.	Clg.	Htg.	Clg.
1	78	55	67	0	2	9	201	14	1493
2	62	43	53	12	0	21	192	26	1493
3	77	43	60	5	0	26	183	31	1493
4	68	47	58	7	0	33	169	38	1493
5	66	40	53	12	0	45	155	50	1493
6	75	43	59	6	0	51	148	56	1493
7	83	54	69	0	4	51	147	56	1497
8	74	63	69	0	4	51	146	56	1501
9	73	60	67	0	2	51	145	56	1503
10	70	54	62	3	0	54	138	59	1503
11	68	52	60	5	0	59	129	64	1503
12	59	53	56	9	0	68	120	73	1503
13	64	51	58	7	0	75	108	80	1503
14	53	46	50	15	0	90	96	95	1503
15	62	42	52	13	0	103	83	108	1503
Sum.	1832	746	893	94	12	103	83	108	1503
Avg.	69	50	60						

16	58	40	49	16	0	119	73	124	1503
17	67	39	53	12	0	131	68	136	1503
18	62	50	56	9	0	140	63	145	1503
19	54	50	52	13	0	153	55	158	1503
20	57	51	54	11	0	164	51	169	1503
21	60	55	58	7	0	171	47	176	1503
22	74	58	66	0	1	171	43	176	1504
23	81	55	68	0	3	171	37	176	1507
24	73	48	61	4	0	175	28	180	1507
25	80	51	66	0	1	175	22	180	1508
26	67	61	64	1	0	176	18	181	1508
27	67	60	64	1	0	177	17	182	1508
28	77	59	68	0	3	177	20	182	1511
29	84	69	77	0	12	178	32	182	1523
30	75	54	65	0	0	168	32	182	1523
31	70	54	60	5	0	173	32	187	1523
Sum.	1106	858	981	79	20	173	32	187	1523
Avg.	69	53	61						

Comparative Data	1ST HALF	2ND HALF
Maximum Temperature	83	84
Minimum Temperature	40	39
Average Temperature	60	61
Normal	61	55
No. of days with max. of 90 or above	0	0
No. of days with min. of 20 or below	0	0

	TOTAL	
	HDD	CDD
Degree Days	94	12
Degree days same period last year	69	18
Normal	79	28
MONTHLY INDEX ("2004"/"2003")	136.2%	66.7%
Total DD since beginning season	108	1503
Total DD same period last year	115	1466
Normal	100	1529

Heating and cooling degree day base is 65°.

Heating season September thru June; Cooling season March thru October.

 10/11  
 281  
 - 64  
 217

611

NOVEMBER

2004

11/0

St. Louis Airport

## Degree Day and Temperature Data

Day	Temperature			Degree Day		Month Ending		Season Cumulative	
	Max.	Min.	Avg.	Htg.	Cig.	Htg.	Cig.	Htg.	Cig.
1	67	56	62	3	0	176	30	190	1523
2	63	47	55	10	0	174	30	200	1523
3	49	44	47	18	0	187	30	218	1523
4	56	41	49	16	0	196	30	234	1523
5	59	35	47	18	0	202	30	252	1523
6	73	49	61	4	0	200	30	256	1523
7	67	48	58	7	0	207	26	263	1523
8	55	39	47	18	0	(225)	22	(281)	1523
9	61	37	49	16	0	241	20	297	1523
10	69	48	59	6	0	(244)	20	303	1523
11	58	43	51	14	0	253	20	317	1523
12	50	34	42	23	0	267	20	340	1523
13	52	32	42	23	0	283	20	363	1523
14	54	33	44	21	0	289	20	384	1523
15	64	39	52	13	0	289	20	397	1523
Sum.	897	625	765	210	0	289	20	397	1523
Avg.	60	42	51						

240  
-281  
559

16	59	52	56	9	0	282	20	406	1523
17	72	56	64	1	0	271	20	407	1523
18	61	54	58	7	0	269	20	414	1523
19	58	53	56	9	0	265	20	423	1523
20	57	49	53	12	0	266	20	435	1523
21	50	45	48	17	0	276	20	452	1523
22	50	43	47	18	0	294	19	470	1523
23	54	50	52	13	0	307	16	483	1523
24	51	30	41	24	0	327	16	507	1523
25	42	26	34	31	0	358	15	538	1523
26	57	41	49	16	0	373	15	554	1523
27	55	38	47	18	0	390	15	572	1523
28	45	32	39	26	0	416	12	598	1523
29	43	40	42	23	0	439	0	621	1523
30	42	33	38	27	0	466	0	648	1523
31	0	0	0	0	0	461	0	648	1523
Sum.	596	642	724	(231)	0	(461)	0	648	1523
Avg.	53	43	48						

Comparative Data	1ST HALF	2ND HALF
Maximum Temperature	73	72
Minimum Temperature	32	26
Average Temperature	51	48
Normal	48	42
No. of days with max. of 90 or above	0	0
No. of days with min. of 20 or below	0	0

	HDD		CDD		TOTAL	
	HDD	CDD	HDD	CDD	HDD	CDD
Degree Days	210	0	251	0	461	0
Degree days same period last year	236	8	239	0	475	8
Normal	242	0	322	0	564	0
MONTHLY INDEX ("2004"/"2003)	89.0%	0.0%	105.0%	0.0%	97.1%	0.0%
Total DD since beginning season	397	1523	648	1523	648	1523
Total DD same period last year	456	1485	695	1485	695	1485
Normal	500	1534	822	1534	822	1534

Heating and cooling degree day base is 65°.

Heating season September thru June; Cooling season March thru October.

Temperature data broadcast from Lambert/St. Louis Airport by the National Weather Service.

Printed 05/10/2007

(12)

**BENEFITS**

Eliminates lockouts.

Improves efficiency - 3 to 5 times improvement

Eliminates the need to estimate billings,  
handling/answering customer complaints

Eliminates the risk of in-house accidents.

Improves customer relations; fewer meter reader interruptions.

Requires no additional equipment to operate.

Over 35 years of reliable service history, 5 million  
units in service.

Design compatible with future technologies changes to  
accommodate AMR.

**YIELD**

Eliminates cost of callbacks.

Reduces manpower needs.

More timely accurate billing and cash flow; eliminates cost of

Fewer work related accidents; fewer workmen compensation claims.

Reduces manpower needed to handle customer complaints.

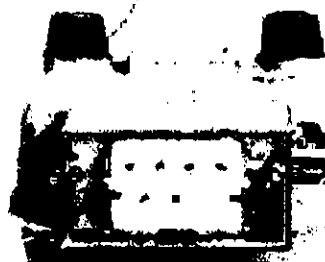
Lowest cost remote system to purchase, maintain and operate.

Value engineered to be the most durable, reliable, cost effective  
remote system.

Eliminates replacement and installation costs to upgrade  
system to AMR.

**PAYBACK**

Model 570 direct-reading  
index (pictured left) is  
available with four or five  
number wheels and of-  
fers two dial options:  
single window for meter  
serial number, or double  
window for apartment  
and serial numbers.



Generator for large-size  
gas meters with capaci-  
ties between 750 and  
10,000 cfm. Installed on  
top of meter along with  
original, (not pictured)

**TYPICAL METER-READING PROBLEMS**

- No more risk of in-house accidents.
- No groping to find meter.
- No waiting, no delays.

**READ-O-MATIC SYSTEM EASY TO INSTALL**

Installation of a Badger Read-o-Matic involves only a simple, two-wire connection between the remote register and the generator. The outdoor register can be located up to 625 feet away from the gas meter using 19-gauge wire, and even farther with heavier-gauge wire. To install a residential-type Read-o-Matic, follow these five simple steps:

1. Remove original index from gas meter.
2. Remove cover and housing from Read-o-Matic generator.
3. Mount generator, adapters when needed, and original index onto meter. Connect wires to generator terminals.
4. Install generator housing and cover onto generator.
5. Run wire to outdoor register and connect to register terminals. Mount remote register on wall to complete installation.

Badger's Read-o-Matic has been designed to fit the following list of hard case and rotary gas meters:

- American
- Lancaster
- Rockwell
- Romat
- Roots
- Sprague
- Superior

Badger® and Read-o-Matic® are registered trademarks of Badger Meter, Inc.



Please see our website at  
[www.badgermeter.com](http://www.badgermeter.com)  
for specific contacts.

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Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding bid obligation exists.



**BadgerMeter, Inc.** (13)  
P.O. Box 245036, Milwaukee, WI 53224-8536  
(800) 876-3837 / Fax: (888) 371-5982  
[www.badgermeter.com](http://www.badgermeter.com)

<b>Read-o-Matic®</b>	<b>Remote Meter Reading for Gas Meters</b>	<b>Technical Brief</b>
----------------------	--	----------------------------

## DESCRIPTION

Badger® Meter Read-o-Matic® provides an economical, time-proven method of obtaining remote readings from gas meters that are installed in basements, on rooftops or in other hard-to-reach locations. Without relocating meters, gas utilities can eliminate access problems, estimated billings and inconvenience for meter-readers and customers.

Mounted on an exterior building wall, the Read-o-Matic remote register is connected by wire to the generator on the meter. Gas flowing through the meter provides all the energy needed to operate the generator and the outdoor register.

Read-o-Matic was the original outdoor register for water meters, and the idea was so well accepted that Badger developed a Read-o-Matic especially for all hard case gas meters. Badger Read-o-Matic is helping thousands of utilities to save time, money, and manpower with meter reading.

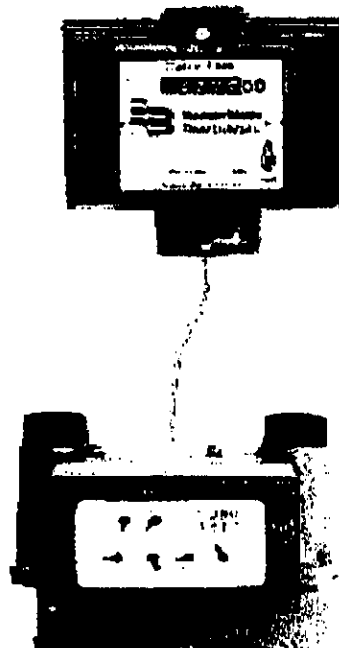
Although most applications are for residential sites, Read-o-Matic is available with a direct-reading index and different generators for meters with capacities from 75 cfm to 10,000 cfm.

## OPERATION

A self-contained generator is mounted on the gas meter and connected to the Read-o-Matic outdoor index by low-cost, two-conductor wire. The flow of gas starts the system operating by producing a rotary motion of the meter drive dog. This motion is transferred to a spring-biased, six-pole magnet in the generator by means of a reduction gear train and an escape gear.

When the escape gear is released, the biasing springs return the magnet to its original position. This action produces a pulse signal of short duration in coils located near the magnet.

The pulse (approximately 8 volts) is transmitted over the wire to a solenoid in the outdoor register. One pulse is sent for every 100 or 1,000 cubic feet of gas, depending on the meter size. The Read-o-Matic register advances one digit for every pulse received.



## FEATURES

- Approved by many Public Service Commissions
- No additional complex accessories required to read meter
- Pulse generator design for future compatibility with AMR
- Pulse generator is capable of sending signal to a remote register at a distance of 5,000 ft.
- Tamperproof screws for generator and remote register.
- Self-powered, no batteries or external current source required.
- No measurable reflected torque load on gas meter.
- Over thirty-five years of reliable service history behind the Read-o-Matic.
- Outside register protected against the effects of ultraviolet rays.
- Costs considerably less than relocating indoor meter outside.
- Closed system with no switches or contact points for reliability.
- Original index retained on gas meter. Outdoor register can be synchronized with gas meter index.



**BadgerMeter, Inc.**

**ROM-T-2**

5-83

(14)



(15)

Energy Delivery**Key Concepts**

A "Degree Day" is simply the number of degrees between a day's average temperature and 65 degrees.

Sixty-five degrees is considered the "ideal" or base-line temperature. Below 65, heating may be needed; above 65, cooling may be needed.

A degree day is a useful method of comparing heating or cooling needs with those of past seasons.

The amount of heating or cooling required is in direct proportion to the number of Degree Days on a given date. For example, if on December 3 there were 36 Degree Days, twice as much heat would have been required compared to November 3, when there were 18 Degree Days.

When using degree days, you will find that if living habits remain constant, kilowatt hours will fluctuate proportionately to degree days (summer or winter).

Across the nation, the number of heating degree days varies from 200 a year in Miami to 10,600 a year at International Falls, MN. In a normal winter, St. Louis will have 4900 Degree Days, September through May. Therefore, a winter with 5390 Degree Days would be 10% colder than normal and a winter with 4410 Degree Days would be 10% warmer than normal.

Ameren obtains temperatures for the Metro area from the Weather Bureau at Lambert Field; Regional West service area temperatures are obtained from Columbia Regional Airport; and Southeast service area temperatures are obtained from SEMO State University by the National Weather Service.

Degree Days reports are available on the Help.xls file and can be used when discussing high bill inquiries or refiguring bills for both ELECTRIC and GAS.

**Terminology**

Most customers are not familiar with the term "Degree Days." Therefore, do not use this term when discussing temperatures with a customer. The following examples are suggestions for using Degree Days in discussions with customer:

- ◆ "The Weather Bureau temperature indicate your furnace would have been used about three times more this bill period compared to the same bill period last year."

(16)



Energy DeliveryDegree Days

- ♦ Or, "Based on temperatures for this bill, approximately 25% more heat would have been required compared to last month."

**How Degree Days are Calculated****Degree Days are calculated using this method:**

- Add the lowest temperature and the highest temperature recorded on a given date.
- Divide that figure by 2 to arrive at the mean average temperature for that date.
- If the result is below 65, subtract it from 65. The result will be the number of heating Degree Days for that date.
- If the result is above 65, subtract 65 from it. The result will be the number of cooling Degree Days for that date

**EXAMPLE:**

On November 8, the lowest temperature recorded was 51 and the highest temperature recorded was 65.

$$51 + 65 = 116$$

$$116 \div 2 = 58$$

$$65 - 58 = 7$$

There are 7 Heating Degree Days for November 8.

(17)

**Energy Delivery****Degree Days**

**Stopped Meter Usage Calculation Table Based on Degree Days**  
**(located on Help file)**

In this example, the bill period in question is from 7/1/02 – 8/1/02. A new meter was set on 8/15/02. A good reading was obtained on 8/31/02 of 1540. Use the degree days table and charts to correct the billing.

New Meter Set Date	8/15/02	Kwhr's Used during Period		1,540
Meter Reading	00000			
Cumulative Degree Days on 8/15/02	1,363			
Date of Present Good Read	8/31/02	Degree Days during Period		224
Meter Reading	01540			
Cumulative Degree Days on 8/31/02	1,587			
Initial Date of Stopped Meter Period	7/1/02	Kwhr's / Degree Day		6.9
Cumulative Degree Days on 7/1/02	578			
Ending Date of Stopped Meter Period	8/15/02	Degree Days during Stopped Meter Period	Kwhr's / Degree Day	Kwhr's Used during Stopped Meter Period
Cumulative Degree Days on 8/15/02	1,363	566	6.9	5,417

(18)

Energy DeliveryDegree Days

The function(s) in this job aid are GENERALLY performed by:

	4				
ALL USERS	Contact Center	CAD	Credit	Field	Treasury

Last Revised on 6/26/02

## Rebill an Account Based on Degree Days

1	Determine the number of Degree Days during a known period (period covered between actual meter readings).  Situation: Regular monthly bill was for service from 6/24 to 7/24 (actual readings were obtained for both dates). The customer moves out on 8/8 and their final bill was estimated. A reread was obtained on 6/25 to correct the estimate.	Season Cumulative Degree Days: Tip: Use the Help.xls file.  7/24: 935 degree days 6/24: 497 degree days
2	Subtract the cumulative total from the beginning of the bill period from the cumulative total at the end of the bill period.	7/24 935 6/24 <u>-497</u>  438 Total Degree Days, 6/24-7/24
3	Determine the number of KWHs based on the two actual meter readings.	7/24 58582 6/24 <u>-55042</u> 3540 KWHs
4	Divide Actual KWH (Step 3) by the Degree Days (Step 2) to determine the average KWHs used per Degree Day.	$3540 \div 438 = 8.1$ Average KWH per Degree Day
5	Determine Degree Days for the unknown period involved (7/24 - 8/8).	Season Cumulative Degree Days: 8/8 1201 7/24 <u>-935</u>  266 Total Degree Days (7/24-8/8)
6	Multiply Step 4 answer by Step 5 answer to determine the number of KWHs to be billed for the unknown	$8.1 \times 266 = 2,154$ KWHs used per Degree Day.  (19)

## DisputeDates(3)

## -----EVENTS PER PSC STAFF INVESTIGATIVE REPORT DATED JUNE-26,2007: -----

---

-1979 My wife and I have been the property owners of the Theodore property since 1979.

---

## ----- 2001 -----

- 6/2/01 We terminated service at Theodore.  
Kenya (our daughter) then established service there and  
thus became the account holder.  
The meter index was then 1550.
- 10/11/01 The trace meter reading device which I had installed outdoors to insure monthly actual meter  
readings failed.  
Subsequent estimated readings began and continued until an incidental  
reading occurred on 3/2/2006.  
The last meter index before failure was 1637.
- 

## ----- 2004 -----

- March-04 Laclede alleges that Kenya established a cold-weather-rule agreement.
- 9/10/04 This date would become the 'beginning' date of the catch-up rebilling.  
It precedes by one year an alleged "date of discovery" corrosion inspection notice mailed by  
Laclede.  
(The final 'ending' reading date of the catch-up rebilling adjustment was obtained on  
3/2/2006 as noted below.)
- 11/17/04 Kenya left Theodore, requested a change of mail-to-address, and in addition allegedly  
cancelled a Cold-Weather-Rule Agreement.
- 

## ----- 2005 -----

- 9/13/05 A Corrosion Inspection Notice was allegedly mailed, and was later used by Laclede as its 'date  
of discovery' for Laclede's subsequent rebilling. (see 9/10/04 date above)
- 9/22/05 Laclede alleges that two meter reading notices warning of estimated billing, meter failure, and  
offering to mail customer meter reading cards upon customer's request.  
(Please note that the meter failure had occurred years earlier, on 10/11/2001 as noted above.)  
These notices were in fact never received.
- 

## ----- 2006 -----

- 3/2/06 An actual reading was obtained incidentally during an AMR installation.  
The index of the reading was 8221.  
The estimated index was 6692 (on 3/14/2006).  
Laclede alleges that Gas consumption continued following this date but offered no account  
information to support the allegation.
- 3/22/06
- 5/9/06 Laclede issued a chat-up billing adjustment for a period from 9/10/04 to 4/12/2006 to Kenya.
- 6/29/06 Alicia called to request that the bill be put in my name.
- 7/10/06 The Initial payment arrangement payment due, but not paid. The payment arrangement was  
thus defaulted.
- 7/17/06 Laclede issued a disconnect notice
- 8/3/06 96 hour notice.
- 8/10/06 The service was disconnected, in my name, at the curb.
- 9/23/06 Laclede alleges that two special meter reading appointments were scheduled, but were  
cancelled for lack of access. (9/23/06, and 9/26/06)
- 10/20/06 I filed an informal complaint by phone.

(20)

-10/31/06 PSC began an informal investigation. Laclede reported the last reading of the Trace device and its date.  
-11/02/06 PSC staff questioned the length of the rebill period.  
----- 2007 -----  
-1/9/07 The PSC accepts Laclede's spin, and concludes my informal complaint.  
-1/10/07 My active Debridge Way account mail-to address changed to Jamestown Bay..(laclede?)  
-1/22/07 Kenya's bill was transferred to my active account on Debridgeway. (laclede?)  
-1/29/07 I mailed letter to PSC providing clarifying information to informal complaint. The PSC forwarded the information to Laclede.  
-2/22/07 I filed a formal complaint  
-2/23/07 A PSC investigation of formal complaint is ordered by the Commission.  
March-07 Laclede provided me with a \$301 gas credit. (compare to complaint stipulation requirements)  
-3/28/07 Laclede gas filed its answer to my formal complaint.  
-6/11/07 The Commission ordered Laclede to plead the status of our settlement efforts, prior to hearing.  
-6/26/07 PSC Staff Report issued.

---

SOME OTHER IMPORTANT CORRESPONDECE DATES:

(JANUARY ) PSC LETTER/REPORT OF LACLEDE RESPONSE TO INFORMAL COMPLAINT.  
(JANUARY-2) PSC LETTER/REPORT LACLEDE INFORMED.  
(MARCH-7) LACLEDE GAS'S ANSWER TO COMPLAINT.  
(APRIL-9) LACLEDE GAS'S SETTLEMENT OFFER.

(21)

**REPORT OF THE STAFF**

TO: Missouri Public Service Commission Official Case File  
Case No. GC-2007-0311, Norman Harrold vs. Laclede Gas  
Company

FROM: /s/Marilyn Doerhoff, Consumer Services Coordinator

DATE: June 26, 2007 ✓

/s/ Marilyn Doerhoff 6/26/07  
Consumer Service Department/Date

/s/ Lera L. Shemwell 6/26/07  
General Counsel's Office/Date

**COMPLAINT**

On February 22, 2007, Norman Harrold (Mr. Harrold or Complainant), filed a formal complaint case against Laclede Gas Company (Laclede or Company). Please see the Facts section below. On February 23, 2007, the Missouri Public Service Commission (Commission) issued an Order Directing Staff to Investigate and File a Report regarding Mr. Harrold's formal complaint. Following are the findings of the Staff's investigation.

**STAFF'S ANALYSIS**

Staff has reviewed the information provided by Mr. Harrold with his formal complaint along with Laclede's records. Laclede records show that the service at 5818 Theodore Avenue was established in the name of Kenya Harrold Grimmett on June 2, 2001. On November 17, 2004, Kenya called and requested a mail-to-address on the account for all billings and notifications, to be mailed to her parent's home address of 15638 Debridge Way, Florissant, MO. There are no notes on Kenya's account requesting disconnection of service, only a change of address. The account remained in Kenya's name until Laclede received a call from Mrs. Harrold on June 29, 2006, requesting that the bill be put in Norman Harrold's name at which point the Company closed Kenya's account. The Statement of Bills and Payments (Schedule 1) provided by Laclede does show this mail-to address.

The bills issued after the automated (TRACE) reading device failed were estimated as indicated on the bill. Laclede advised that a Meter Reading Notice (Schedule 2) was sent to the change of address on the account in September 2005. This notice did state that the meter reading device was not providing consistent monthly readings and that it was necessary to estimate the gas usage. The notice also provided an option for the customer to order a supply of customer readings cards to allow the customer to provide customer readings each month.

(1) 9/22/05 ?

HC

(22)

The Statement of Bills and Payments (Schedule 1) does reflect that there was gas consumption after the Automated Meter Reading (AMR) device was installed on March 2, 2006 until the account in Norman Harrold's name was closed on August 10, 2006.

Staff recognizes that Laclede failed to obtain an actual meter reading for three (3) consecutive billing periods and that Laclede re-billed the customer beyond the 12-month limit. Staff previously investigated Laclede's lack of compliance with Commission Rule 4 CSR 240-13.020 Billing and Payment Standards and Commission Rule 4 CSR 240-13.025 Billing Adjustments in complaint case GC-2006-0318. As a result of the Stipulation and Agreement approved by the Commission in GC-2006-0318, as outlined in that Stipulation and Agreement (1) under Estimated Bill Issues Mr. Harrold received a \$300.95 credit based on Laclede's billing adjustment which exceeded 12 consecutive months of estimated usage.

Staff understands Mr. Harrold's frustration and notes that many customers have found re-billing as a result of AMR installation to be confusing and troubling. Customers have also complained about the Company's inadequate communication concerning AMR and re-billing. In this case, however, Staff has reviewed the method used by Laclede for the calculation of the re-bill amount and found the method used to be reasonable in light of the fact that Laclede has already refunded the amount owed to Mr. Harrold for rebilling for a period greater than 12 months, as agreed in the Stipulation in Case No. GC-2006-0318.

Staff has no way to determine the accuracy of Mr. Harrold's claim that the home was vacant during the rebill period. Staff suggests Mr. Harrold and the Company try to agree on a reasonable usage amount for this period.

### FACTS

On October 20, 2006, by phone, Mr. Harrold filed an informal complaint with the Consumer Services Department. Mr. Harrold stated that he had a second home which his stepdaughter Kenya Grimmer lived in two (2) years ago. When she moved out she did not have the services turned off in her name. Mr. Harrold received a bill in the amount of \$1,200 for Kenya's service that the company had estimated for two (2) years.

Staff immediately began its informal investigation by requesting billing details and statement of account from Laclede. As a result of Staff's investigation, Staff found:

- On October 31, 2006, Laclede responded to the Commission's informal complaint by reporting the last actual read obtained at 5918 Theodore was on October 11, 2001. An index of x1637 was reported from the automated (TRACE) reading device. The TRACE device failed after this reading and subsequent

(23)

HC

billings were estimated in excess of three (3) consecutive months,<sup>1</sup> to index of x6692 through March 14, 2006. ✓

- On March 2, 2006, Laclede obtained an actual reading index of x8221 with the installation of an AMR device. Based on this reading, Laclede determined that the account had been under-estimated. ✓
- On May 9, 2006, Laclede issued a catch-up bill for service from September 10, 2004 through April 12, 2006<sup>2</sup>. The meter readings indicate a total of 3,512 CCfs was actually used during this period; however, Laclede only billed 2,568 CCfs and an allowance of 944 CCfs was not billed. The charge for gas service was \$3,172.03 and after credit for previous bills and payments made by Mr. Harrold, the account balance was \$1,255.31. ✓

- On November 2, 2006, Staff questioned the re-bill period of September 10, 2004 to April 12, 2006, since the period exceeded 12 months. Laclede advised that the "date of discovery" for the billing adjustment was September 13, 2005, when a corrosion inspection letter was mailed to Mr. Harrold. Laclede also advised that on September 22, 2005, a Meter Reading Notice (Schedule 2) was sent to the Complainant advising that the meter reading device currently installed on the meter was not providing consistent monthly meter readings. As a result, it has been necessary to estimate the customers gas usage for billing purposes. Laclede also sent Mr. Harrold a customer meter reading card to report the current meter reading. ✓

*Tentative Agreement* { On June 29, 2006, a Laclede Customer Relations representative explained the catch-up bill information to Mrs. Norman Harrold, at which time Mrs. Harrold requested that the bill be put in Norman Harrold's name, Kenya's father. Mrs. Harrold also established a payment arrangement on the balance of \$1,337.50 to pay \$100 initially by July 10, 2006 and the balance at \$26 per month, plus the current charges until the account was paid in full. Laclede advised that the payment arrangement defaulted when the initial payment was not received. ✓

- o Notes on the account stated that the account had been in the name of Kenya Harrold Grimmett since June 2, 2001. On November 17, 2004, Kenya requested that Laclede mail all bills and notifications to her parent's home at 15638 Debridge Way, Florissant. At this time, Kenya also

<sup>1</sup> Missouri Public Service Commission Rule 4 CSR 240-13.020 Billing and Payment Standards (2) (B) provides that: "A utility shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever, is less, except under conditions described in subsection (2) (A) of this rule."

<sup>2</sup> Missouri Public Service Commission Rule 4 CSR 240-13.025 Billing Adjustments (1) (B) provides that: "In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods or four (4) quarterly billing periods, calculated from the date of discovery, inquiry or actual notification of the utility, whichever was first."



cancelled the Cold Weather Rule (CWR) payment arrangements established in March 2004.

- On July 17, 2006, Laclede issued a disconnection notice due to non-payment on the account. On August 3, 2006, the 96-Hour Notice was mailed and Laclede's automated telephone system contacted Mr. Harrold advising of the pending disconnection.
- On August 10, 2006, the service was disconnected at the curb. Laclede was requiring a payment of \$1,140.32 for reconnection of the service.
- Special meter readings were scheduled for September 23, 2006, and September 26, 2006, to verify the meter reading index; however, the appointments were cancelled due to no access to the meter.

- On January 9, 2007, Staff placed a call to Mr. Harrold to share the findings of Staff's investigation but Mr. Harrold advised that he was not able to discuss the matter at that time. Staff sent a letter providing Mr. Harrold with the findings and a copy of the Commission's rule on billing adjustments.

- On January 11, 2007, Staff received a call from Mr. Harrold to discuss the complaint findings. He indicated he had not received the letter sent to him on January 9, 2007. Mr. Harrold stated that his wife had not assumed Kenya's debt and he is still disputing the catch-up bill. He expressed his desire to file a formal complaint; however, he would wait until he had a chance to review the letter that was sent to him.

- On January 29, 2007, Staff received a letter from Mr. Harrold providing additional information concerning his informal complaint. Staff forwarded the letter to Laclede and attached it to the already closed informal complaint file.

In his formal complaint, Mr. Harrold is requesting the following relief:

Laclede Gas must correct the erroneous rebilling that they provided us. Regulation prohibits the use of estimated readings to begin or end a rebilling. (Note: the re-billing rendered to us began with an estimated reading that differed from the originally mailed billing! Perhaps this was done to avoid the use of only two actual readings that were obtained by Laclede).

- Only two actual readings are needed to estimate the gas usage for the period that Laclede attempted to re-bill. The first actual reading was the account's initial reading of 1550 (in June of 2001). The second actual reading was at the time of the meter (AMR) change, and was 8336 (in April of 2006). Only these two actual readings are available to calculate the estimated usage for the period to be re-

billed. These beginning and ending actual readings demonstrate that 6786 CCF was used in a 58 month period.

The re-bill period was from September of 2004 to April of 2006, for a total of 19 months. 19 of 58 months is equal to 32.8% of the total estimated usage period. 32.8% of the calculated usage is equal to 2225.8 CCF. We were over-billed by at least 342.2 CCF (2568 CCF re-billed, minus 2225.8 CCF calculated). If the monthly usage rate for the re-billed period was 50% of the rate in the occupied period (as I contend), the estimated monthly usage would be 70 CCF. The calculated re-bill period usage would be 1330 CCF (70 CCF x 19 months) versus 5456 CCF (140 CCF x 39 months) for the remaining months. Thus the over-billing, was actually 1238 CCF (2568-1330 CCF).

I thus believe that we are due a over-billed adjustment for 1238 CCF.

Staff sympathizes with the frustration experienced by Mr. Harrold regarding the estimated bills and the manner in which the billing issues were handled by Laclede and agrees that Laclede's service in this case was poor. However, Staff has reviewed the method (heating degree days and prior usage history at the premises) Laclede used to calculate Mr. Harrold's adjusted bill and find it to be reasonable (Schedule 3). Staff recognizes that Laclede based the billing on actual usage shown on the meter and provided Mr. Harrold a usage allowance of 944 CCFs un-billed gas cost due to the length of time that the bills were estimated. In addition, Staff also recognizes that Laclede provide Mr. Harrold an adjustment of \$300.95 as part of the settlement of Case No. GC-2006-0318. (11)

In this case, all parties have added to the confusion and should take a share of responsibility for the events resulting in this complaint. Mr. and Mrs. Harrold were receiving bills for the 5918 Theodore Ave. in their daughter's name, there were payments made on the bill, the customer further knowingly entered into a payment arrangement on the account, the bills sent to Mr. Harrold for the Theodore address indicated the bills were being estimated, and the Harrold's never made arrangements for Laclede to access to meter to obtain actual gas usage readings. In addition, the Harrold's never advise Laclede that no one was living at 5918 Theodore Ave., after the daughter submitted a change of address on the account. (12)

Staff did attempt to acquire additional records from Laclede to verify the actual conversation that would have transpired between Kenya Grimmert and Laclede, however, due to the time lapse since the occurrence, recorded messages were no longer available. (13)

#### RECOMMENDATION

Staff recognizes that Mr. Harrold has now provided information to Laclede that the premises was vacant during the period of the re-bill and that the calculation of amount of gas used may be excessive for the time of the re-bill. It is Staff's understanding, from conversations with both Laclede and Mr. and Mrs. Harrold, that settlement on the amount of gas usage during the re-bill had been negotiated and a settlement offer had been provided to Mr. Harrold. Counsel for Staff tried to assist the settlement negotiations, but was unable to achieve resolution of the issues. It is Staff's recommendation that both parties bear some responsibility and that Mr. Harrold and Laclede should continue discuss the amount of gas usage during the re-bill period to find a solution that is acceptable to both. (14)

If an agreement cannot be reached within 30 days, the Commission should schedule a pre-hearing conference and set a date for hearing.

(27)

06/21/2007 THU 9:21 FAX 3146412166 Community Services -- rpsc-ndgarthoff 0001/002

DEPT. 3

LACROSSE GAS COMPANY  
STATEMENT OF DUE DOLLARS & PAYMENTS  
FROM JULY, 2001

PAGE 0401

SERVICE ADDRESS: 9916 HENRIKSON AVE  
ACCT. NO. 13 9402-002

MANICED, MOWED  
16438 HENRIKSON WAY  
FLORENCE, MO 63034

DATE	DESCRIPTION	DATE - YEAR	DEBIT AMOUNT	CREDIT	BILL/PAIDMENT	BALANCE
06/11/06	06/11/06					13.07
07/11/06	LATE PAY CMO-GAS SERVICE	06/11/06-07/11/06	54.86		0.00	13.07
07/11/06	REBILL				26.28	59.83
07/11/06	LATE PAY CMO-GAS SERVICE	07/11/06-08/11/06	54.86		0.00	59.83
07/11/06	REBILL				26.28	86.11
08/11/06	LATE PAY CMO-GAS SERVICE	08/11/06-09/11/06	54.86		1.29	87.40
08/11/06	REBILL				26.40	113.87
09/11/06	LATE PAY CMO-GAS SERVICE	09/11/06-10/11/06	54.86		86.11	170.04
09/11/06	REBILL				0.42	170.46
10/11/06	LATE PAY CMO-GAS SERVICE	10/11/06-11/11/06	54.86		43.67	264.79
10/11/06	REBILL				1.00	265.79
11/11/06	LATE PAY CMO-GAS SERVICE	11/11/06-12/11/06	54.86		98.68	364.47
11/11/06	REBILL				229.59	594.06
12/11/06	LATE PAY CMO-GAS SERVICE	12/11/06-01/11/07	54.86		1.96	646.04
12/11/06	REBILL				241.34	887.38
01/11/07	LATE PAY CMO-GAS SERVICE	01/11/07-02/11/07	54.86		4.59	942.33
01/11/07	REBILL				339.09	1281.42
02/11/07	LATE PAY CMO-GAS SERVICE	02/11/07-03/11/07	54.86		1.45	1337.73
02/11/07	REBILL				211.19	1548.92
03/11/07	LATE PAY CMO-GAS SERVICE	03/11/07-04/11/07	54.86		31.28	1600.20
03/11/07	REBILL				2,289.80	3890.00
04/11/07	LATE PAY CMO-GAS SERVICE	04/11/07-05/11/07	54.86		31.41	3941.41
04/11/07	REBILL				13.30	4004.71
05/11/07	LATE PAY CMO-GAS SERVICE	05/11/07-06/11/07	54.86		25.45	4080.16
05/11/07	REBILL				39.25	4119.41
06/11/07	LATE PAY CMO-GAS SERVICE	06/11/07-07/11/07	54.86		20.83	4190.24
06/11/07	REBILL				22.41	4212.65
07/11/07	LATE PAY CMO-GAS SERVICE	07/11/07-08/11/07	54.86		24.41	4267.56
07/11/07	REBILL				24.41	4291.97
08/11/07	LATE PAY CMO-GAS SERVICE	08/11/07-09/11/07	54.86		24.41	4346.83
08/11/07	REBILL				24.41	4371.24
09/11/07	LATE PAY CMO-GAS SERVICE	09/11/07-10/11/07	54.86		24.41	4426.10
09/11/07	REBILL				24.41	4450.51
10/11/07	LATE PAY CMO-GAS SERVICE	10/11/07-11/11/07	54.86		24.41	4505.37
10/11/07	REBILL				24.41	4529.78
11/11/07	LATE PAY CMO-GAS SERVICE	11/11/07-12/11/07	54.86		24.41	4584.64
11/11/07	REBILL				24.41	4609.05
12/11/07	LATE PAY CMO-GAS SERVICE	12/11/07-01/11/08	54.86		24.41	4663.91
12/11/07	REBILL				24.41	4688.32
01/11/08	LATE PAY CMO-GAS SERVICE	01/11/08-02/11/08	54.86		24.41	4743.18
01/11/08	REBILL				24.41	4767.59
02/11/08	LATE PAY CMO-GAS SERVICE	02/11/08-03/11/08	54.86		24.41	4822.45
02/11/08	REBILL				24.41	4846.86
03/11/08	LATE PAY CMO-GAS SERVICE	03/11/08-04/11/08	54.86		24.41	4901.72
03/11/08	REBILL				24.41	4926.13
04/11/08	LATE PAY CMO-GAS SERVICE	04/11/08-05/11/08	54.86		24.41	4980.99
04/11/08	REBILL				24.41	5005.40
05/11/08	LATE PAY CMO-GAS SERVICE	05/11/08-06/11/08	54.86		24.41	5060.26
05/11/08	REBILL				24.41	5084.67
06/11/08	LATE PAY CMO-GAS SERVICE	06/11/08-07/11/08	54.86		24.41	5139.53
06/11/08	REBILL				24.41	5163.94
07/11/08	LATE PAY CMO-GAS SERVICE	07/11/08-08/11/08	54.86		24.41	5218.80
07/11/08	REBILL				24.41	5243.21
08/11/08	LATE PAY CMO-GAS SERVICE	08/11/08-09/11/08	54.86		24.41	5298.07
08/11/08	REBILL				24.41	5322.48
09/11/08	LATE PAY CMO-GAS SERVICE	09/11/08-10/11/08	54.86		24.41	5377.34
09/11/08	REBILL				24.41	5401.75
10/11/08	LATE PAY CMO-GAS SERVICE	10/11/08-11/11/08	54.86		24.41	5456.61
10/11/08	REBILL				24.41	5481.02
11/11/08	LATE PAY CMO-GAS SERVICE	11/11/08-12/11/08	54.86		24.41	5535.88
11/11/08	REBILL				24.41	5560.29
12/11/08	LATE PAY CMO-GAS SERVICE	12/11/08-01/11/09	54.86		24.41	5615.15
12/11/08	REBILL				24.41	5639.56
01/11/09	LATE PAY CMO-GAS SERVICE	01/11/09-02/11/09	54.86		24.41	5694.42
01/11/09	REBILL				24.41	5718.83
02/11/09	LATE PAY CMO-GAS SERVICE	02/11/09-03/11/09	54.86		24.41	5773.69
02/11/09	REBILL				24.41	5798.10
03/11/09	LATE PAY CMO-GAS SERVICE	03/11/09-04/11/09	54.86		24.41	5852.96
03/11/09	REBILL				24.41	5877.37
04/11/09	LATE PAY CMO-GAS SERVICE	04/11/09-05/11/09	54.86		24.41	5932.23
04/11/09	REBILL				24.41	5956.64
05/11/09	LATE PAY CMO-GAS SERVICE	05/11/09-06/11/09	54.86		24.41	6011.50
05/11/09	REBILL				24.41	6035.91
06/11/09	LATE PAY CMO-GAS SERVICE	06/11/09-07/11/09	54.86		24.41	6090.77
06/11/09	REBILL				24.41	6115.18
07/11/09	LATE PAY CMO-GAS SERVICE	07/11/09-08/11/09	54.86		24.41	6170.04
07/11/09	REBILL				24.41	6194.45
08/11/09	LATE PAY CMO-GAS SERVICE	08/11/09-09/11/09	54.86		24.41	6249.31
08/11/09	REBILL				24.41	6273.72
09/11/09	LATE PAY CMO-GAS SERVICE	09/11/09-10/11/09	54.86		24.41	6328.58
09/11/09	REBILL				24.41	6352.99
10/11/09	LATE PAY CMO-GAS SERVICE	10/11/09-11/11/09	54.86		24.41	6407.85
10/11/09	REBILL				24.41	6432.26
11/11/09	LATE PAY CMO-GAS SERVICE	11/11/09-12/11/09	54.86		24.41	6487.12
11/11/09	REBILL				24.41	6511.53
12/11/09	LATE PAY CMO-GAS SERVICE	12/11/09-01/11/10	54.86		24.41	6566.39
12/11/09	REBILL				24.41	6590.80
01/11/10	LATE PAY CMO-GAS SERVICE	01/11/10-02/11/10	54.86		24.41	6645.66
01/11/10	REBILL				24.41	6670.07
02/11/10	LATE PAY CMO-GAS SERVICE	02/11/10-03/11/10	54.86		24.41	6724.93
02/11/10	REBILL				24.41	6749.34
03/11/10	LATE PAY CMO-GAS SERVICE	03/11/10-04/11/10	54.86		24.41	6804.20
03/11/10	REBILL				24.41	6828.61
04/11/10	LATE PAY CMO-GAS SERVICE	04/11/10-05/11/10	54.86		24.41	6883.47
04/11/10	REBILL				24.41	6907.88
05/11/10	LATE PAY CMO-GAS SERVICE	05/11/10-06/11/10	54.86		24.41	6962.74
05/11/10	REBILL				24.41	6987.15
06/11/10	LATE PAY CMO-GAS SERVICE	06/11/10-07/11/10	54.86		24.41	7042.01
06/11/10	REBILL				24.41	7066.42
07/11/10	LATE PAY CMO-GAS SERVICE	07/11/10-08/11/10	54.86		24.41	7121.28
07/11/10	REBILL				24.41	7145.69
08/11/10	LATE PAY CMO-GAS SERVICE	08/11/10-09/11/10	54.86		24.41	7200.55
08/11/10	REBILL				24.41	7224.96
09/11/10	LATE PAY CMO-GAS SERVICE	09/11/10-10/11/10	54.86		24.41	7279.82
09/11/10	REBILL				24.41	7304.23
10/11/10	LATE PAY CMO-GAS SERVICE	10/11/10-11/11/10	54.86		24.41	7359.09
10/11/10	REBILL				24.41	7383.50
11/11/10	LATE PAY CMO-GAS SERVICE	11/11/10-12/11/10	54.86		24.41	7438.36
11/11/10	REBILL				24.41	7462.77
12/11/10	LATE PAY CMO-GAS SERVICE	12/11/10-01/11/11	54.86		24.41	7517.63
12/11/10	REBILL				24.41	7542.04
01/11/11	LATE PAY CMO-GAS SERVICE	01/11/11-02/11/11	54.86		24.41	7596.90
01/11/11	REBILL				24.41	7621.31
02/11/11	LATE PAY CMO-GAS SERVICE	02/11/11-03/11/11	54.86		24.41	7676.17
02/11/11	REBILL				24.41	7700.58
03/11/11	LATE PAY CMO-GAS SERVICE	03/11/11-04/11/11	54.86		24.41	7755.44
03/11/11	REBILL				24.41	7779.85
04/11/11	LATE PAY CMO-GAS SERVICE	04/11/11-05/11/11	54.86		24.41	7834.71
04/11/11	REBILL				24.41	7859.12
05/11/11	LATE PAY CMO-GAS SERVICE	05/11/11-06/11/11	54.86		24.41	7913.98
05/11/11	REBILL				24.41	7938.39
06/11/11	LATE PAY CMO-GAS SERVICE	06/11/11-07/11/11	54.86		24.41	7993.25
06/11/11	REBILL				24.41	8017.66
07/11/11	LATE PAY CMO-GAS SERVICE	07/11/11-08/11/11	54.86		24.41	8072.52
07/11/11	REBILL				24.41	8096.93
08/11/11	LATE PAY CMO-GAS SERVICE	08/11/11-09/11/11	54.86		24.41	8151.79
08/11/11	REBILL				24.41	8176.20
09/11/11	LATE PAY CMO-GAS SERVICE	09/11/11-10/11/11	54.86		24.41	8231.06
09/11/11	REBILL				24.41	8255.47
10/11/11	LATE PAY CMO-GAS SERVICE	10/11/11-11/11/11	54.86		24.41	8310.33
10/11/11	REBILL				24.41	8334.74
11/11/11	LATE PAY CMO-GAS SERVICE	11/11/11-12/11/11	54.86		24.41	8389.60
11/11/11	REBILL				24.41	8414.01
12/11/11	LATE PAY CMO-GAS SERVICE	12/11/11-01/11/12	54.86		24.41	8468.87
12/11/11	REBILL				24.41	8493.28
01/11/12	LATE PAY CMO-GAS SERVICE	01/11/12-02/11/12	54.86		24.41	8548.14
01/11/12	REBILL				24.41	8572.55
02/11/12	LATE PAY CMO-GAS SERVICE	02/11/12-03/11/12	54.86		24.41	8627.41
02/11/12	REBILL				24.41	8651.82
03/11/12	LATE PAY CMO-GAS SERVICE	03/11/12-04/11/12	54.86		24.41	8706.68
03/11/12	REBILL				24.41	8731.09
04/11/12	LATE PAY CMO-GAS SERVICE	04/11/12-05/11/12	54.86		24.41	8785.95
04/11/12	REBILL				24.41	8810.36
05/11/12	LATE PAY CMO-GAS SERVICE	05/11/12-06/11/12	54.86		24.41	8865.22
05/11/12	REBILL				24.41	8889.63
06/11/12	LATE PAY CMO-GAS SERVICE	06/11/12-07/11/12	54.86		24.41	8944.49
06/11/12	REBILL				24.41	8968.90
07/11/12	LATE PAY CMO-GAS SERVICE	07/11/12-08/11/12	54.86		24.41	9023.76
07/11/12	REBILL				24.41	9048.17
08/11/12	LATE PAY CMO-GAS SERVICE	08/11/12-09/11/12	54.86		24.41	9103.03
08/11/12	REBILL				24.41	9127.44
09/11/12	LATE PAY CMO-GAS SERVICE	09/11/12-10/11/12	54.86		24.41	9182.30
09/11/12	REBILL				24.41	9206.71
10/11/12	LATE PAY CMO-GAS SERVICE	10/11/12-11/11/12	54.86		24.41	9261.57
10/11/12	REBILL				24.41	9285.98
11/11/12	LATE PAY CMO-GAS SERVICE	11/11/12-12/11/12	54.86		24.41	9340.84
11/11/12	REBILL				24.41	9365.25
12/11/12	LATE PAY CMO-GAS SERVICE	12/11/12-01/11/13	54.86		24.41	9420.11
12/11/12	REBILL				24.41	9444.52
01/11/13	LATE PAY CMO-GAS SERVICE	01/11/13-02/11/13	54.86		24.41	9499.38
01/11/13	REBILL				24.41	9523.79
02/11/13	LATE PAY CMO-GAS SERVICE	02/11/13-03/11/13	54.86		24.41	9578.65
02/11/13	REBILL				24.41	9603.06
03/11/13	LATE PAY CMO-GAS SERVICE	03/11/13-04/11/13	54.86		24.41	9657.92
03/11/13	REBILL</					

## Meter Reading Notice

Our records indicate that the meter reading device currently installed on your gas meter is not providing consistent monthly meter readings. As a result, it has been necessary to estimate your gas usage for billing purposes. We are pleased to let you know that we are in the process of implementing new meter reading technology to replace the device currently installed on your meter. The deployment of this new technology will take some time however, and we are working on a replacement schedule that has not yet been completed. There will be no charge to you when we replace the meter reading device and your gas service will not be disrupted. However, until we are able to make this replacement, it is important that we verify the readings used for billing by obtaining an actual meter reading. We ask your assistance as follows in order to ensure that you are billed accurately:

- Please complete the enclosed postage-paid card and return it to Laclede;
  1. *Enter the Laclede meter number located on the front of the gas meter in the area provided,*
  2. *Mark the exact position of the hands on the meter dials provided, and*
  3. *Fill in the date and your daytime telephone number.*
- You may also, at your option, order a supply of customer reading cards to allow you to read your meter each month and provide us with a reading to be used for your bill until you receive a new device. To order customer read cards, simply complete the enclosed card, as described above, mark the box entitled "Customer Read Cards" and return the postage-paid card to Laclede.

We appreciate your cooperation in responding to this request and apologize for the inconvenience.



Laclede Gas

314-621-6960

PSC STAFF  
REPORT

Schedule 2

HC

prepared for:

196489-002-7 RATE 2RL  
HARROLD NORMAN  
6918 THEODORE AVE

prepared by:  
date:

Laclede Gas Company  
6/25/07

(30)

FROM DATE	TO DATE	HDD'S	CDD'S	OCF	# DAYS	BTU	THERMS	BILL W/O TAXES	BILL W/ TAXES
09/10/04	10/11/04	60	137	45	31	1,018	45.8	\$ 62.83	\$ 55.03
10/11/04	11/08/04	222	20	83	28	1,020	64.7	\$ 89.06	\$ 92.76
11/08/04	12/09/04	658	0	173	31	1,028	177.8	\$ 185.89	\$ 193.84
12/09/04	01/12/05	955	0	278	34	1,032	284.8	\$ 285.94	\$ 308.27
01/12/05	02/10/05	953	0	265	29	1,033	273.7	\$ 253.80	\$ 254.17
02/10/05	03/14/05	754	0	220	32	1,031	228.8	\$ 211.87	\$ 220.70
03/14/05	04/13/05	371	14	120	30	1,029	123.5	\$ 130.08	\$ 135.48
04/13/05	05/12/05	205	84	77	29	1,023	78.8	\$ 85.98	\$ 89.54
05/12/05	06/13/05	23	263	34	32	1,021	34.7	\$ 46.16	\$ 47.04
06/13/05	07/13/05	0	405	25	30	1,018	28.5	\$ 38.90	\$ 38.44
07/13/05	08/11/05	0	515	24	28	1,020	24.8	\$ 36.85	\$ 37.55
08/11/05	09/08/05	0	385	28	29	1,021	26.5	\$ 37.85	\$ 39.53
09/08/05	10/10/05	73	223	48	31	1,021	49.0	\$ 68.89	\$ 82.07
10/10/05	11/08/05	227	15	85	29	1,026	87.2	\$ 98.20	\$ 102.29
11/08/05	12/09/05	834	0	237	31	1,033	244.8	\$ 315.56	\$ 328.71
12/09/05	01/12/06	883	0	280	34	1,038	269.4	\$ 382.40	\$ 377.50
01/12/06	02/10/06	762	0	218	29	1,031	224.8	\$ 283.92	\$ 295.75
02/10/06	03/14/06	728	2	214	32	1,033	221.1	\$ 279.48	\$ 291.12
03/14/06	04/12/06	452	11	138	29	1,029	142.0	\$ 184.74	\$ 182.44
TOTALS:		8080	2064	2668	679	2645.1		\$3,045.15	

DSC STAFF  
Report

Schedule 3

HC

Exhibit  
IFActual 10/04/04  
Received 10/04/04  
Cylinder

Copy

(2)

Customer Relations  
(314) 621-6960

**Laclede Gas**  
 720 Olive Street  
 St. Louis, MO 63101

January 16, 2007

 Norman Harrold  
 15638 DeBridge Way  
 Florissant, MO 63034

 Re: 5918 Theodore Ave.  
 Acct. #198489-002-7

Dear Mr. Harrold:

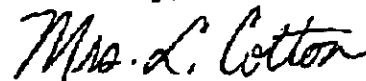
In response to your recent inquiry, I have listed below the bills and payments for your account.

SERVICE DATES		BILLINGS	CREDITS	DATES
From	To			
BALANCE		\$139.66		
08/12/04	09/10/04	26.10	\$142.19	10/07/04
LATE PAYMENT		2.10		10/08/04
09/10/04	10/11/04	39.14		
LATE PAYMENT		4.29		11/08/04
10/11/04	11/08/04	71.22		
LATE PAYMENT		2.10		12/07/04
11/08/04	12/09/04	153.61		
LATE PAYMENT		4.44		01/06/05
			140.32	01/07/05
12/09/04	01/12/05	248.90	155.71	02/08/05
LAE PAYMENT		3.80		02/10/05
01/12/05	02/10/05	216.45		

 TOTAL BILLINGS: \$911.81  
 TOTAL CREDITS: 438.22  
 BALANCE DUE: \$473.59

I hope this information will be of assistance to you.

Sincerely,



 Mrs. L. Cotton  
 CUSTOMER RELATIONS

LC:sah

(40)

Exhibit  
'G'Copy  
(3)  
Exhibit 'G'

720 Olive Street  
St. Louis, MO 63101

Customer Relations  
(314) 621-6960

January 22, 2007

Harold Norman  
15638 Debridge Way  
Florissant, MO 63034

Re: 5918 Theodore  
Acct. #198489-002

Dear Mr. Norman:

In response to your recent inquiry, I have listed below the bills and payments for your account for the period from September 10, 2004 to December 9, 2004. Also, I am enclosing a print out of the billings from December 9, 2004 to the present, as you requested.

SERVICE DATES		READINGS	THERMS	BILLINGS	CREDITS	DATES
From	To					
BALANCE				\$165.76		
PAYMENT					\$142.19	10/07/04
LATE PAYMENT				2.10		
09/10/04	10/11/04	4852 E	28.5	39.14		
LATE PAYMENT				4.29		
10/11/04	11/08/04	4912 E	61.2	71.22		
LATE PAYMENT				2.10		
11/08/04	12/09/04	5046 E	137.8	153.61		
LATE PAYMENT				4.44		
PAYMENT					140.32	01/07/05
TOTALS				\$442.66	\$282.51	

E = ESTIMATE

I hope this information will be of assistance to you. If you are in need of any further assistance, you can contact me at 314-342-0830.

Sincerely,

*Mrs. S. Patterson*  
Mrs. S. Patterson  
CUSTOMER RELATIONS

SP:sah

Enclosure

(41)



Exhibit  
(E)

720 Olive Street  
St. Louis, MO 63101

Copy

Customer Relations  
(314) 621-6960

May 24, 2006

Kenya Grimmett  
15638 Debridge Way  
Florissant, MO 63034

Re: 5918 Theodore Ave.  
Acct. #198489-002-7

Dear Ms. Grimmett:

Per your request, listed below is a breakdown of the adjusted bill for gas service from September 10, 2004 through April 12, 2006.

## SERVICE DATES

From	To	CCF	BTU	THERMS	BILLINGS
09/10/04	10/11/04	45	1018	45.8	\$ 52.83
10/11/04	11/08/04	83	1020	84.7	89.05
11/08/04	12/09/04	173	1028	177.8	185.89
12/09/04	01/12/05	276	1032	284.8	295.94
01/12/05	02/10/05	265	1033	273.7	253.60
02/10/05	03/14/05	220	1031	226.8	211.87
03/14/05	04/13/05	120	1029	123.5	130.06
04/13/05	05/12/05	77	1023	78.8	85.96
05/12/05	06/13/05	34	1021	34.7	45.16
06/13/05	07/13/05	25	1018	25.5	36.90
07/13/05	08/11/05	24	1020	24.5	36.05
08/11/05	09/09/05	26	1021	26.5	37.95
09/09/05	10/10/05	48	1021	49.0	59.59
10/10/05	11/08/05	85	1026	87.2	98.20
11/08/05	12/09/05	237	1033	244.8	315.56
12/09/05	01/12/06	260	1036	269.4	362.40
01/12/06	02/10/06	218	1031	224.8	283.92
02/10/06	03/14/06	214	1033	221.1	279.48
03/14/06	04/12/06	138	1029	142.0	184.74
SUBTOTAL					3,045.15
ST LOUIS CITY TAX					126.88
TOTAL					\$3,172.03

ACCOUNT  
OPENED  
JUNE, 2001

NO ACTUAL  
READING

UNTIL AMR  
CONVERSION

{meter CHANGE}  
{4-12-2006}

(42)

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission  
held at its office in Jefferson City on the  
21st day of December, 2006.

Staff of the Public Service Commission of Missouri, )

Complainant, )

v. )

**Case No. GC-2006-0318**

Laclede Gas Company, )

Respondent. )

The Office of the Public Counsel, )

Complainant, )

v. )

**Case No. GC-2006-0431**

Laclede Gas Company, )

Respondent. )

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: December 21, 2006

Effective Date: December 31, 2006

This case is a consolidation of two separate complaints filed against Laclede Gas Company. The first case, Case No. GC-2006-0318, is a complaint brought by the Commission's Staff, containing two counts. The first count alleges that Laclede has violated Commission regulations regarding notification to customers concerning the issuance of estimated bills. In particular, Staff alleges:

Laclede failed to provide in a timely manner the required notification that estimated bills may not reflect actual usage and that the customer may read and report usage on a regular basis. Laclede has also failed to attempt to secure an actual reading at least annually.

(43)

The second count of Staff's complaint alleges that Laclede has not acted quickly enough to investigate and correct situations where it has shut off gas service at a meter or curb, but usage has continued to register on the meter. In other words, gas has continued to flow into the building under unknown conditions.

For both counts, Staff asks the Commission to require Laclede to take corrective actions. In addition, Staff asks leave to proceed to Circuit Court to seek statutory penalties against Laclede for the alleged violations of the Commission's regulations.

The second complaint, Case No. GC-2006-0431, is brought by the Office of the Public Counsel. It alleges that Laclede has violated Commission regulations by billing customers for estimated gas usage for more than twelve months without obtaining an actual meter reading. Public Counsel asks the Commission to require Laclede to take corrective action, and seeks penalties for the violations.

Both complaints were set for hearing beginning on November 8, 2006. On November 7,

[1]  
Public Counsel, Laclede, and USW Local 11-6 filed a Stipulation and Agreement that purports to resolve Public Counsel's complaint against Laclede, as well as Count 2 of Staff's complaint. Staff did not sign the Stipulation and Agreement.

The Commission convened the hearing at the scheduled starting time on November 8. At that time, the parties that signed the Stipulation and Agreement presented it to the Commission for approval. Staff indicated that it neither supported, nor opposed, the [2]  
Stipulation and Agreement. Staff, however, indicated that it does support the portion of the Stipulation and Agreement that concerns Count 2 of Staff's complaint relating to locked meter consumption. Staff states that it does not accept the Stipulation and Agreement as a resolution of Count 1 of its complaint and indicates that it seeks guidance from the Commission as to whether it should further pursue that portion of its complaint, either through

[3]  
Case No. GC-2006-0318, or by filing a new complaint. Laclede is aware of Staff's position, but believes that the submitted Stipulation and Agreement provides a reasonable remedy for the problems identified in Staff's complaint as well as those identified in Public Counsel's

[4]  
complaint. Similarly, Public Counsel indicates that the Stipulation and Agreement

(44)

represents a reasonable settlement of its concerns. Despite Staff's position, the signatory parties continued to ask the Commission to approve their Stipulation and Agreement. [5]

On November 28, after the Commission initially discussed this Stipulation and Agreement at an agenda meeting, Staff filed additional comments in which it asked the Commission to impose certain requirements on Laclede to allow Staff to better monitor Laclede's customer service performance if the Commission chooses to approve the Stipulation and Agreement. On November 30, in response to Staff's additional comments, Laclede indicated that it would accept the monitoring requirements requested by Staff because it intended to fully comply with the Stipulation and Agreement. Laclede denied any wrong doing and opposed any suggestion that the Commission should impose additional penalties for past actions.

Staff did not sign the Stipulation and Agreement and therefore it is nonunanimous. However, Commission Rule 4 CSR 240-2.115 provides that if no party objects to a nonunanimous stipulation and agreement it may be treated as a unanimous agreement. Since no party objects to the Stipulation and Agreement, it will be treated as a unanimous agreement, as it relates to Public Counsel's complaint and Count 2 of Staff's complaint.

The Stipulation and Agreement resolves Public Counsel's complaint by requiring Laclede to provide at least \$500,000 in bill credits to residential customers who received a catch-up bill on or after November 1, 2004, for a period exceeding 12 consecutive months of estimated usage. The credit is to be made within 60 days of the approval of the Stipulation and Agreement. The amount of the credit is to be equal to the amount of the catch-up bill that relates to under-billings for usage prior to the 12 consecutive months of estimated bills. The cost of such credits will be borne by Laclede's shareholders and will not be passed on to ratepayers.

Laclede also agrees that in the future it will, in most situations, limit any residential billing of an undercharge to no more than 12 months from the date it obtains an actual meter reading. In addition, except in cases of diversion or fraudulent receipt of service, Laclede

(45)

**Missouri Public Service Commission**

Lara L. Shemwell  
Deputy General Counsel  
P. O. Box 360  
Jefferson City, MO 65102  
573/751-7431 (Telephone)  
573/751-9285 (Fax)

# Fax

To: Norman Harrold, 314-830-9585 From: Lara Shemwell

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Fax: Date: October 23, 2007

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Page: 3

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Re:

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☐ Urgent    ☐ For Review    ☐ Please Comment    ☐ Please Reply    ☐ Please Recycle

• **Comments:** The January 24, 2007 letter was provided to Laclede electronically through the Commission Electronic Filing and Information System (EFIS).

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(46)

FROM: NORMAN V. HARBOLD  
15698 IREBRIDGE WAY  
FLORESSANT, MO. 63044

TO: THE MISSOURI PUBLIC SERVICE COMMISSION  
POST OFFICE BOX 360  
JEFFERSON CITY MO. 65102

DATE: JANUARY 24, 2007

Dear Tracy Leimbarger:

This letter is written in response to a letter that you mailed to me in response to my informal complaint (C200703993). The statements attributed to me in the letter were inaccurate. This account information that you received from Laclede Gas was then also inaccurate (and misleading). I wish to continue with the informal complaint filed, using the additional clarifying information contained in this letter. Please use this information to file a formal complaint if occurrence of the informal complaint is not possible (please send a formal complaint package to me, if required). Following is the history of the account dispute with Laclede Gas:

I, Norman Harbold, resided at 3318 Quadway Ave., at the time owner and gas customer 28/weekly 30 years (until late of 2001). I requested and got an outside reading device installed during my final years of residence there, to ensure accurate gas usage billings from Laclede. In June of 2001 I terminated the gas service after years of actual usage billings. The final bill was a credit of \$185.27.

After I closed my account by terminating service, Laclede Gas estimated the bills at therefore for nearly a half-decade (June of 2001 to April of 2006). A typical billing period of 28-35 days has become a corrected billing period of years. During these years, Laclede mailed no customary notices to warn the new tenant/customer of the lengthy period of the estimated billing. Laclede failed to request access to read the meter. Laclede failed to offer the owner (per the owner) the option of customer reading cards. With the external reading device installed, neither the owner or owner suspected that the bills were being estimated. The owner suspected based on the billings, not aware of the possibility of extensive actual usage.

During the first part of the period noted above, Kenya Ortmann, and her husband, agreed as owner of the Theodore address, and began gas service in June of 2001. They left the property vacant (September of 2004) after moving to a newly purchased home. They requested restoration of service at Theodore, and began service with a new account at their new residence.

Laclede Gas failed to restore the service. The Theodore property remained vacant from September of 2004 until the service was discontinued in August of 2006 due to non-payment of a disputed water-billing adjustment that followed a meter (AMR) change in March of 2006. Laclede claimed that the water-billing adjustment resulted in a \$1255.33 balance on Kenya's open Theodore account for water and billing period from 9/10/04 to 4/12/06.

(page 1 of 2)

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FROM: NORMAN V. HARROLD  
15638 DEBRIDGE WAY  
FLORISSANT, MO. 63034

TO: THE MISSOURI PUBLIC SERVICE COMMISSION  
POST OFFICE BOX 360  
JEFFERSON CITY MO. 65102

DATE: JANUARY 24, 2007

Dear Tracy Leonberger:

This letter is written in response to a letter that you mailed to me in response to my informal complaint (C200703593). The statements attributed to me in the letter were incomplete. The account information that you received from Laclede Gas was thus also incomplete ( and misleading ). I wish to continue with the informal complaint filed, using the additional clarifying information contained in this letter. Please use this information to file a formal complaint if continuance of the informal complaint is not possible (please send a formal complaint package to me, if required). Following is the history of the account dispute with Laclede Gas:

I, Norman Harrold, resided at 5918 theodore ave., as the homeowner and gas customer for nearly 30 years (untill June of 2001). I requested and got an outside reading device installed during my final years of residence there, to assure actual gas usage billings from Laclede. In June of 2001 I terminated the gas service after years of actual usage billings. The final bill was a credit of \$165.27.

After I closed my account by terminating service, Laclede Gas estimated the bills at theodore for nearly a half-decade ( June of 2001 to April of 2006) A typical billing period of 26-35 days has become a corrected billing period of years. During these years, Laclede mailed no customary notices to warn the new tenant/customer of the lengthy period of the estimated billing. Laclede failed to request access to read the meter. Laclede failed to offer the tenant (nor the owner) the option of customer reading cards. With the external reading device installed, neither the tenant or owner suspected that the bills were being estimated. The tenant budgeted based on the billings, not aware of the possibility of excessive actual usage.

During the first part of the period noted above, Kenya Grimmet, and her husband opened an account at

(49)

the Theodore address, and began gas service in June of 2001. They left the property vacant (September of 2004) after moving to a newly purchased home. They requested termination of service at Theodore, and began service with a new account at their new residence.

Laclede Gas failed to terminate the service. The Theodore property remained vacant from September of 2004 until the service was discontinued in August of 2006 due to non-payment of a disputed under-billing adjustment that followed a meter (AMR) change in March of 2006. Laclede claimed that the under-billing adjustment resulted in a \$1255.31 balance on Kenya's open Theodore account for a corrected billing period from 9/10/04 to 4/12/06.

(page 1 of 2)

After being informed of the receipt of the \$1255.31 bill, and believing that the remote reading device was allowing actual readings for the corrected billing period, I suspected erroneous company equipment. I called Laclede immediately to dispute the bill. During the phone conversation I questioned the accuracy of the meter, the remote outside reader device, and the meter dial setting modification. Laclede offered me no option to have the devices checked for accuracy. With a legally allowed meter error of 2% allowed over a 5 year period, an actual reading could be off from the consumed amount by 10%. The property had been vacant for the corrected billing period. Thus, if the bills were estimated for an occupied building, the usage for an unoccupied building should have resulted in over-billing. Also, if an under-billing were to be proven, it should be spread over a period between actual readings, and the bill prorated for only the period as allowed by Law. (Please note that Laclede Gas claims a discovery date for rebilling of 9/22/05). The request for account billing information for the period of under-billing has not been complied with (I was told that most had been put on microfiche). Laclede was uncooperative in negotiation of a just remedy of my dispute. The issues that I raised were unresolved at the time of discontinuance of service. I have thus filed an informal complaint with the commission.

Later I decided to have the gas service restored in my name while the billing of Kenya's account was in dispute. My request to have the service restored at Theodore was refused by Laclede Gas Co. representatives. Their claim was that I had agreed to assume responsibility for Kenya's disputed bill by accepting a settlement agreement to pay the bill. They further claimed that I had failed to comply with payment arrangements of said agreement, and thus could not restore service on Theodore in my name. They, against my will, have begun to render the disputed bill in my name.

I have not, and I will not agree to assume Kenya's account. Neither will I agree to make payment arrangements on a disputed charge to her account while the dispute with Laclede gas is being mediated by the Commission. In the interim, I request that Laclede remove my name from Kenya's account until they have a written and signed agreement with me. Until then, I do not accept legal responsibility for this account. Until this dispute is settled, I feel that I have the right to establish an account at Theodore in my name. I would prefer to take my business elsewhere. The monopolistic strong-arm tactics of the Laclede Gas Co.'s Customer (Dis)-Service (Collection) Department personnel is why state regulation of its practices must be continually mandated by law. Your assistance in the resolution of this matter is appreciated.

Sincerely,

Norman Harrold  
Complaint Filer

(50)



## 5918 THEODORE AVE. KW USAGE:

(Comparison of % usage of occupied to unoccupied period, using monthly/period average totals)

## YEARS:

BILLING PERIOD	2003-04	2003	2004	2004	2005	2006	2004-06
1	1029	1176	881	x	626	427	527
2	778	x	778	x	536	409	473
3	820	886	774	x	516	389	453
4	709	602	815	x	262	305	284
5	897	507	1287	x	276	218	247
6	1041	505	1576	x	327	351	359
7	1980	1571	2389	x	247	1581	914
8	1756	2169	1340	x	198	561	388
9	1039	834	1243	x	119	131	125
10	686	686	x	483	124	115	241
11	804	804	x	521	278	99	299
12	941	941	x	396	773	1278	432
	12,891 TOTAL						4,714 TOTAL

4714 (AVERAGE KW USAGE, UNOCCUPIED PERIOD)

= 38.98 %

12091 (AVERAGE KW USAGE, OCCUPIED PERIOD)

(51)

LACLEDE GAS COMPANY  
720 OLIVE STREET  
ST. LOUIS, MISSOURI 63101  
(314) 942-0533

RICK ZUCKER  
ASSISTANT GENERAL COUNSEL-REGULATORY

April 17, 2007

Mr. Norman Harrold  
15638 Debridge Way  
Florissant, MO 63034

Re: Norman Harrold v. Laclede Gas Company; Case No. GC-2007-0311  
Laclede Account No. 198489-002 (the "Account"); 5918 Theodore

Dear Mr. Harrold:

I — Pursuant to our recent conversation, I am writing to confirm our understanding regarding the resolution of your complaint case, and to provide support for the usage to be charged to the Account at the Theodore property for the period 9/10/04 to 4/12/06 (the "Period"). In summary, we have agreed to provide you a credit of \$500, which will be in addition to the credit of \$300.95 that you received on your March 2007 Debridge Way bill corresponding to the Period under the Account.

II — Regarding a revised estimate of usage under the Account for the Period, in your complaint, you estimated 2223 ccf assuming consistent usage over the 58 month period, based on a straight proration of the number of months involved during the Period (i.e. 19/58). You also provided an alternative calculation of 1329 ccf, representing half of the prorated usage, in order to reflect lower usage after your daughter vacated the Theodore property.

III — As we discussed, a straight monthly proration is not the best estimating method in this case, since the 19 month Period involved two full winters and only one summer, while the 39 month period included three winters and four summers. Therefore, I believe that our calculation of 2568 ccf for the Period is likely to be a more accurate proration, which we arrived at by applying a normal daily baseload factors of .8333 (equivalent to usage of 25 ccf in a non-heating summer month), and then calculating a .2444 heat factor.

IV — As stated above, you have argued that actual usage during the Period should be less than a normal proration, and you have suggested that half of normal may be appropriate. My experience is that halving the usage generally overstates the deduction, and we therefore discussed splitting the difference between a full proration and a half-proration, while ensuring that you receive the agreed upon credit of \$500. Summing Laclede's estimate of 2568 ccf, to half of that estimate, 1284 ccf, and splitting the difference, yields usage for the Period of 1926 ccf.

(52)

16 13 11k

V — Laclede has currently charged you 2568 ccf for the period. The revised charge of 1926 ccf would therefore represent a discount of 642 ccf. Since the charge for 2568 ccf over the Period came to \$3,172, the blended average charge per ccf is approximately \$1.235 per ccf (or \$1.199 per therm based on 2645.4 therms). At \$1.235 per ccf, a credit of 642 ccf calculates to approximately \$793. Subtracting the \$301 you have already received results in a credit of about \$492. In light of our settlement agreement, Laclede will further credit your account for the \$14.28 late charge assessed this month, bringing the value of this settlement above the agreed upon \$500.

VI — At your request I have enclosed Laclede's off-line calculation showing the derivation of the 2568 ccf. I have also enclosed two copies of a Notice of Dismissal disposing of the complaint case. If this resolution meets with your approval, please sign the Notice and return one copy to me for filing and service. You may keep the other copy for your records. If you have any questions about the settlement or the calculation, please do not hesitate to contact me.

VII — On behalf of Laclede, I regret the inconvenience this matter has caused you. I appreciate your cooperation and assistance in reaching a fair resolution of this dispute, and I look forward to hearing from you.

Sincerely,

  
Rick Zucker

RZ:gl  
Enclosure

(53)

*Estimates*

THIS OFF-LINE CALCULATION IS BASED UPON ESTIMATED USAGE\*\*

COUNT NUMBER 198489-002 CUSTOMER NAME GRIMMERT, -CLG  
 DATE 2RL TAX CODE 1 GROUP NO. 1 BILLING CYCLE 5

EST. FACTORS---BASELOAD 0.8333 HEATING FX 0.2444 COOLING FX 0.000  
 DOWN NO. 001 FIXED NAF N NO. OF BILL PERIODS 19

REV	FMDATE	TODATE	NAF	H.DD.	C.DD.	EST CCF	DAYS	CCF	BTU	THERMS	BILL
10	09102004	10112004	1.2	60	137	45	31	45	1018	45.8	52.8
11	10112004	11082004	1.3	222	20	83	28	83	1020	84.7	89.0
12	11082004	12092004	1.6	558	0	173	31	173	1028	177.8	185.8
1	12092004	01122005	1.8	955	0	276	34	276	1032	284.8	295.9
2	01122005	02102005	1.7	953	0	265	29	265	1033	273.7	253.6
3	02102005	03142005	1.6	754	0	220	32	220	1031	226.8	211.8
4	03142005	04132005	1.3	371	14	120	30	120	1029	123.5	130.0
5	04132005	05122005	1.2	205	84	77	29	77	1023	78.8	85.9
6	05122005	06132005	1.1	23	253	34	32	34	1021	34.7	45.1
7	06132005	07132005	1.0	0	405	25	30	25	1018	25.5	36.9
8	07132005	08112005	1.0	0	515	24	29	24	1020	24.5	36.0
9	08112005	09092005	1.1	0	385	26	29	26	1021	26.5	37.9
10	09092005	10102005	1.2	73	223	48	31	48	1021	49.0	59.5
11	10102005	11082005	1.3	227	15	85	29	85	1026	87.2	98.2
12	11082005	12092005	1.6	834	0	237	31	237	1033	244.8	315.5
1	12092005	01122006	1.8	893	0	260	34	260	1036	269.4	362.4
2	01122006	02102006	1.7	752	0	218	29	218	1031	224.8	283.9
3	02102006	03142006	1.6	728	2	214	32	214	1033	221.1	279.4
4	03142006	04122006	1.3	452	11	138	29	138	1029	142.0	184.7

TOTAL DAYS IN BILL: 579  
 TOTAL BILLING 3172.03

## ADJUSTMENT INFORMATION

UTILITY AMT 1351.61  
 PGA BLK1 420.00  
 PGA BLK2 1206.83  
 CA PGA 65.83  
 RIN. REFUND -0.30  
 NT. REFUND 0.00  
 A. PGA 1.18  
 SRS AMT 7.62  
 TATE TAX 0.00  
 CITY TAX 0.00  
 GROSS RCPT TAX 126.84  
 RT REFUND -0.01  
 A. GRT AMT 0.05  
 ASE GAS 753.63  
 CF 2568  
 THERMS 2645.4

-306  
 2339

X 30 (vs 39.98)

70% CCF OR \$

2568  
 -306  
 2262  
 678.6 =  
 THEORY TO ?  
 SUPPORT ?  
 APRIL - Sept /  
 O. USAGE /

120.0%  
 306 CCF = \$502.00

(54)

5. Laclede is without information and belief to determine whether the property was actually vacant during the adjustment period, and on that basis denies Mr. Harrold's usage theories. Nevertheless, Laclede will contact Mr. Harrold to discuss these matters and see whether the parties can reach a resolution to this dispute.

WHEREFORE, Laclede respectfully requests that the Commission accept Laclede's Answer.

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](mailto:rzucker@lacledegas.com)

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

Norman Harrold,

Complainant,

v.

Laclede Gas Company,

Respondent.

Case No. GC-2007-0311

20<sup>TH</sup>  
OF  
MARCH

**LACLEDE GAS COMPANY'S ANSWER TO COMPLAINT**

COMES NOW Laclede Gas Company ("Laclede" or "Company"), pursuant to the Commission's February 22, 2007 Notice of Complaint in the above captioned case, and submits its Answer and Motion to Dismiss the Complaint filed against Laclede by Norman Harrold ("Mr. Harrold" or the "Customer"). In support thereof, Laclede states as

(55)