

LACLEDE GAS COMPANY
720 OLIVE STREET
ST. LOUIS, MISSOURI 63101
(314) 342-0533

RICK ZUCKER
ASSISTANT GENERAL COUNSEL-REGULATORY

FILED²

OCT 31 2002

Missouri Public
Service Commission

October 30, 2002

VIA FEDERAL EXPRESS

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Governor Office Building
200 Madison Street
P. O. Box 360
Jefferson City, MO 65102-0360

RE: Case No. GC-2002-1152
RuAnn Davinroy v. Laclede Gas Company

Dear Mr. Roberts:

Enclosed for filing, please find the original and eight copies of the Stipulation and Agreement in the above-referenced case. Please file-stamp the additional copy of this Stipulation and return the same in the pre-addressed, stamped envelope provided.

Thank you for your consideration in this matter.

Sincerely,


Rick Zucker

RZ:kz

cc: All parties of record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²
OCT 31 2002

Missouri Public
Service Commission

Ru Ann Davinroy,)	
)	
Complainant,)	
)	Case No. GC-2002-1152
v.)	
)	
Laclede Gas Company)	
)	
Respondent.)	

STIPULATION AND AGREEMENT

This Stipulation and Agreement (this "Agreement") is entered into by and between Laclede Gas Company ("Laclede" or "Company"), Ms. Ru Ann Davinroy ("Customer") and the Staff of the Missouri Public Service Commission ("Staff").

On January 10, 2002, the Company replaced the meter at Customer's residence, located at 1830 Kilmory Drive in Florissant, Missouri. The Company determined that the old meter had not been operating properly in 2001, and in January 2002, the Company adjusted the usage figures resulting in a substantial debit to Customer's account.

Customer disputed the Company's allegations regarding the meter's malfunction, and further disputed the amount of the billing adjustment. On June 24, 2002, Customer filed a formal complaint initiating the above referenced case. The Company filed its Answer on August 12, 2002, and the Staff filed its Report on August 29, 2002.

The parties have reached a full and complete resolution of the matters in dispute in the above referenced complaint case, as follows:

1. Effective January 10, 2002, Customer's balance with the Company shall be set at \$00.00. This balance shall include all actual or alleged gas usage up to January

10, 2002, when the old meter was removed, and shall also include all payments made by Customer applicable to the period ending January 10, 2002.

2. The Company will credit Customer for all late payment charges that have been assessed during the period from January 10, 2002 through October 2002. The Company confirms that no adverse reports have been communicated to credit agencies regarding Customer or her account.


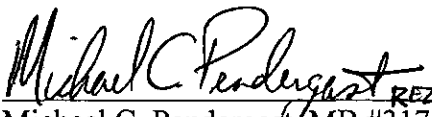
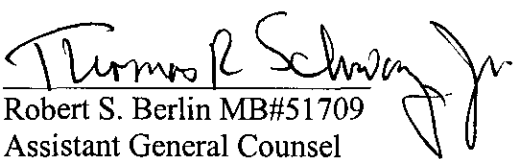
3. On or before November 15, 2002, the Company will provide Customer with a summary of actual usage for the period commencing January 10, 2002 and ending on or about October 18, 2002. Such summary will also show amounts paid by Customer during this period, along with Customer's balance based on a -0- balance as of January 10, 2002.

4. Based on Customer's gas usage since January 10, 2002, projected usage through the end of 2002, and the estimated cost of gas, the Company will revise Customer's levelized monthly bill under the Budget Billing Plan, effective with Customer's November bill. Customer and Company acknowledge and agree that such recalculation of Customer's levelized monthly bill may result in an increase, decrease, or no change to the bill. Customer's budget account will be reviewed in January in accordance with the Company's tariff.

5. In the event the Commission does not approve this Agreement, or approves it with modifications or conditions that a party to this proceeding objects to, then this Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof.

6. In the event the Commission approves this Agreement, the Parties waive their respective rights pursuant to Section 536.080.1 (RSMo. 2000) to present testimony, to cross-examine witnesses, and to present oral argument and written briefs; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 (RSMo. 2000); and their respective rights to judicial review of the Commission's Report and Order in this case pursuant to Section 386.510 (RSMo. 2000).

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request that the Commission issue its Order approving all of the specific terms and conditions of this Stipulation and Agreement, and cancel the prehearing conference currently scheduled for November 1, 2002.

<p>Customer:</p> <p> Ru Ann Davinroy ^{REZ} 1830 Kilmory Drive Florissant, Mo. 63031</p>	<p>Laclede Gas Company:</p> <p> Michael C. Pendergast ^{REZ} MB #31763 Vice President - Associate General Counsel Laclede Gas Company 720 Olive Street, Room 1520 St. Louis, MO 63101 (314) 342-0532 Phone (314) 421-1979 Fax mpendergast@lacledegas.com</p>
<p>Dana K. Joyce General Counsel</p> <p> Robert S. Berlin MB#51709 Assistant General Counsel</p> <p>Thomas R. Schwarz, Jr. MB#29645 Deputy General Counsel</p> <p>Attorneys for the Staff of the Missouri Public Service Commission P.O Box 360 Jefferson City, Mo. 65102 (573) 526-7779 (Telephone) (573) 751-9285 (Fax) Email: bobberlin@psc.state.mo.us</p>	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered, on this 30th day of October 2002, to all parties of record, including the signatories to this document and the Office of Public Counsel.

