

**FILED**

SEP 08 2011

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

|                      |   |                       |
|----------------------|---|-----------------------|
| George Poole,        | ) |                       |
|                      | ) |                       |
| v.                   | ) | Case No. GC-2011-0405 |
|                      | ) |                       |
| Laclede Gas Company, | ) |                       |
|                      | ) |                       |
| Respondent.          | ) |                       |

**Missouri Public  
Service Commission**

**NOTICE OF DISMISSAL**

COMES NOW George Poole, Complainant in this case and, pursuant to Commission Rule 4 CSR 240-2.116(1), files this Notice of Dismissal, stating as follows:

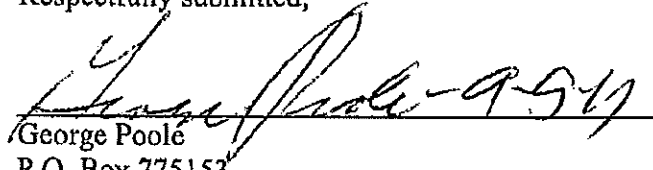
1. On June 23, 2011, Complainant filed a Complaint with the Commission against Laclede Gas Company, commencing the above referenced case.

2. Laclede and Complainant have resolved all disputes covered by the Complaint.

3. No testimony has been filed, nor has oral evidence been offered. Complainant further certifies that it has caused a copy of this Notice of Dismissal to be served on all parties of record in this case. Under the rule cited above, this Notice of Dismissal should operate to dismiss the Complaint.

WHEREFORE, Complainant respectfully requests that the Commission accept this Notice of Dismissal.

Respectfully submitted,

  
George Poole  
P.O. Box 775153  
St. Louis, MO 63177  
314-255-3500

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into effective as of September 6, 2011, by and between Laclede Gas Company ("Laclede"), and George Poole ("Mr. Poole")

Whereas, Laclede provided gas service and HVAC service work to an account in Mr. Poole's name at 3851 Page between December 2005 and June 2006; and

Whereas, the account at 3851 Page was designated as Laclede Account No. 396494-014 (the "Page Account"); and

Whereas, on December 30, 2010, Laclede initiated gas service for Mr. Poole at 3417 Roger Place, 2<sup>nd</sup> floor, under Account No. 551851-013 (the "Roger Account"); and

Whereas, on May 19, 2011, Laclede transferred into the Roger Account a previous debt owed by Mr. Poole in the amount of \$342.55, which debt included service provided to the Page Account;

Whereas, Mr. Poole disputed the May 19 transfer and alleged that he never lived at 3851 Page and should not be responsible for any amounts transferred into the Roger Account that came from the Page Account; and

Whereas, on June 23, 2011, Mr. Poole filed a complaint with the Missouri Public Service Commission, docketed as Case No. GC-2011-0405 (the "Complaint"), in which he seeks to be relieved of responsibility for the transferred debt; and

Whereas, Laclede filed an answer to the Complaint denying Mr. Poole's allegations and maintaining that Mr. Poole should continue to be responsible for the transferred debt; and

Whereas, the Roger Account terminated on July 18, 2011, and the final balance owed to Laclede on the Roger Account is ~~\$445.14~~ and zero

Whereas, Mr. Poole and Laclede have reached an agreement to settle the dispute and dismiss the Complaint, and wish to document their settlement herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth below, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Laclede shall reverse the transfer and debit the Roger Account in the amount of \$342.55. This will leave a balance on the Roger Account of ~~\$102.59~~ zero

2. ~~Laclede will reissue a final bill on the Roger Account reflecting the final balance of \$902.59. Mr. Poole agrees to pay the balance on the Roger Account by the due date of the adjusted final bill.~~

3. Mr. Poole agrees to dismiss the Complaint. Mr. Poole will sign a Notice of Dismissal (the "Notice") in the form attached hereto, and will promptly send the signed Notice to Laclede. Laclede agrees to file the Notice with the Commission and serve it to all parties to the Complaint case.

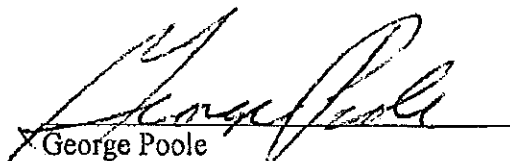
4. ~~Subject to the terms of this Agreement, Laclede and Mr. Poole each release and discharge the other from any debts, claims, liabilities or causes of action, either may have or could have had against the other arising out of or related to gas service, provided under the Page Account.~~

5. ~~Except as required by law, Mr. Poole and Laclede shall keep the terms of this Agreement confidential and shall not disclose the terms of this Agreement without the written consent of the other party.~~

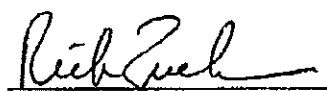
6. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties. This Agreement may be amended only by a writing signed by the parties affected thereby.

7. This Agreement is not intended to benefit third parties.

George Poole

  
George Poole

Laclede Gas Company

By:   
Rick Zucker  
Assistant General Counsel

Date: 9-5-11

Date: 8/29/2011