

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

Norman Harrold,)	
)	
Complainant,)	
v.)	Case No. GC-2007-0311
)	
Laclede Gas Company,)	
Respondent.)	

**LACLEDE GAS COMPANY’S RENEWAL OF AND AMENDMENT TO
MOTION TO CANCEL HEARING AND DISMISS COMPLAINT**

COMES NOW Laclede Gas Company (“Laclede” or “Company”) and renews and amends its motion to cancel the hearing set in this case and dismiss the complaint filed by Norman Harrold (“Mr. Harrold” or the “Customer”) on the grounds that Mr. Harrold no longer has standing to bring this case or, alternatively, on the grounds that the complaint has been satisfied. In support thereof, Laclede states as follows:

1. In his February 22, 2007 complaint (the “Complaint”), Mr. Harrold objected to a billing adjustment on service rendered at 5918 Theodore (the “Property”) between September 2004 and April 2006 (the “Disputed Period”). The main thrust of Mr. Harrold’s complaint was that the billing adjustment of 2568 CCF (hundred cubic feet) was too high and should be reduced because the Property was vacant during the Disputed Period.

2. In his request for relief, Mr. Harrold asked that Laclede correct the erroneous rebilling. He provided his own analysis of usage during the Disputed Period and concluded that such usage 1330 CCF, and therefore, Laclede’s billing adjustment overstated the gas used during the Disputed Period by 1238 CCF (2568-1330). Mr.

Harrold therefore requested that the billing adjustment be reversed and result in a credit to him, as the customer under the account, for 1238 CCF.

3. In its answer to the Complaint, Laclede stated that it was without information and belief to determine whether the Property was actually vacant during the Disputed Period and, pursuant to Commission Rule 2.070(8), denied Mr. Harrold's usage theories on that basis. However, Laclede added that it would contact Mr. Harrold to discuss the issue.

4. Since filing its answer, Laclede discussed the matter a number of times with Mr. Harrold. Laclede found no reason to doubt Mr. Harrold's assertion regarding the vacancy of the Property or his assertions regarding efforts to reduce gas usage at the vacant Property during the Disputed Period. Thus, Laclede believed that, under the circumstances, Mr. Harrold's requested relief was reasonable and, in the Company's motion to dismiss filed on October 30, 2007, Laclede accepted it.

5. Therefore, Laclede determined that it would provide Mr. Harrold a credit for 1238 CCF over the Disputed Period. This credit would have reversed the original adjustment for the underbilling, eliminated Mr. Harrold's current balance due, and resulted in a credit balance for Mr. Harrold which, at his option, could have been applied against current and future bills or remitted as a refund.

6. As a result of Laclede's withdrawal of its opposition to Mr. Harrold's request for relief, Mr. Harrold was entitled to obtain the relief he had requested in his Complaint. Laclede therefore moved to cancel the hearing set for November 6 in this case and dismiss the Complaint as having been fully satisfied. On November 2, 2007, Staff filed its pleading concurring with Laclede's request.

7. When the hearing convened on November 6, 2007, Mr. Harrold stated that he was not prepared to proceed with the hearing on the Complaint, and instead indicated that he desired to amend the Complaint.

8. Judge Lane issued a ruling from the bench cancelling the current procedural schedule, including that day's hearing, treating Mr. Harrold's new position as a motion to amend the Complaint, and granting that motion. Accordingly, Judge Lane directed Mr. Harrold to file an amended complaint within 30 days following the cancelled November 6 hearing. Since a new complaint was to be forthcoming, Laclede withdrew its motion to dismiss because the Judge's ruling appeared to have effectively mooted the motion.

9. As recited by Judge Lane in the Second Order Setting Complaint for Hearing, Mr. Harrold subsequently failed to file an amended complaint, either by the 30 day deadline, or within the two week extension he requested and received.

10. As a result, the parties are back in the same position they were in when Laclede filed its motion to dismiss on October 30, 2007, with one exception. This exception pertains to the fact that, until June 2006, the account was in the name of Kenya Grimmet, Mr. Harrold's adult daughter. The named party on the account was changed to Mr. Harrold on June 30, 2006, *after* the Disputed Period, based on a June 29, 2006 telephone discussion between a Laclede representative and Mrs. Harrold, in which the Laclede representative understood Mrs. Harrold's comments to mean that she and Mr. Harrold were undertaking responsibility for the account.

11. In discussions between Laclede and Mr. Harrold following the cancelled November 6 hearing, Mr. Harrold clearly and unequivocally stated to Laclede that,

although he had assumed making payments on Ms. Grimmet's account back in September 2004, he had never notified Laclede to change the account to his name, and neither he nor his wife ever intended to take legal responsibility for the account. Mr. Harrold steadfastly asserts that Laclede misunderstood Mrs. Harrold's position on the June 29, 2006 telephone call. Instead, it is Mr. Harrold's contention that, until the service was terminated on the account in August 2006, Ms. Grimmet remained the responsible party on the account for payment of gas services.

12. Since the telephone conversation in question took place after the Disputed Period (September 2004 – April 2006), Laclede already believed that Kenya Grimmet had been its customer during the entire Disputed Period. Therefore, there is no harm to Laclede in accepting Mr. Harrold's position. Further, since, as stated herein, Laclede is persuaded by its communications with Mr. Harrold that a credit is due for the Disputed Period, then there is also no harm, and there is actually a benefit, to Ms. Grimmet in reassuming responsibility for gas service at the Property.

13. As a result, Laclede informed Mr. Harrold that it would return the account to Ms. Grimmet's name and provide her the benefits of the credit to the account. Mr. Harrold was satisfied with this result. Before doing so, Laclede felt it necessary to contact Ms. Grimmet to inform her of these events. Mr. Harrold declined to provide contact information for Ms. Grimmet, and Laclede has been unable to obtain a working phone number for her. As a result, Laclede will send her correspondence regarding this matter.

14. As stated in Staff's List of Issues and Witnesses, filed October 30, 2007, the only issue in this case is what amount should be owed or credited for gas service at

the Property between September 2004 and April 2006. Since Mr. Harrold is no longer considered a responsible party on this account over that period, he does not have standing to bring a complaint to adjust someone else's bill.

15. In the alternative, even if Mr. Harrold does have standing to pursue adjustment of Ms. Grimmet's bill, Laclede has satisfied the unamended relief Mr. Harrold requested in his February 22, 2007 Complaint. Having received ample time to amend the Complaint, and then a further extension of that time, and having declined to amend the Complaint, Mr. Harrold has, by default, chosen to rely on the the Complaint as filed. Having been given these opportunities to amend, Mr. Harrold should not be heard to again complain that the relief he himself requested in the Complaint is inadequate.

16. Laclede repeats its position taken on October 30, 2007, as recited in paragraphs 4-6 above, and agrees to provide the relief Mr. Harrold requested in his Complaint. Laclede renews its motion to cancel the hearing and dismiss the Complaint as satisfied. It makes no sense to waste the time and resources of the Commission, the Staff, Public Counsel, Laclede and even Mr. Harrold himself, on a case that the Complainant has already won.

WHEREFORE, Laclede respectfully requests that the Commission find that Mr. Harrold has no standing to bring a case to adjust the amount due under Ms. Grimmet's account, or in the alternative, if the Commission finds that he does have standing, Laclede respectfully requests that the Commission find that the relief requested by the Complainant has been fully satisfied, and on that basis cancel the hearing set for January 23, 2008, and dismiss the Complaint.

Respectfully submitted,

/s/ Rick Zucker

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Certificate of Service

The undersigned certifies that a true and correct copy of the foregoing pleading was served on the Complainant, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 21st day of January, 2008 by United States mail, hand-delivery, email, or facsimile.

/s/ Rick Zucker