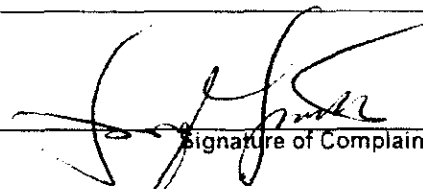


3. The Complainant has taken the following steps to present this complaint to the Respondent:

WHEREFORE, Complainant now requests the following relief:

Reimbursement out of pocket cost
Credit against already paid bills
Personal and monetary damage sustained due
to negligence regarding safety inspection of
business at/before home closing.

July 2 2007
Date


Signature of Complainant

Attach additional pages, as necessary.
Attach copies of any supporting documentation.

Prior to filing this formal complaint, an informal complaint was filed earlier this year with the Public Service Commission.

The complaint came about because I received bills from Laclede Gas which I felt were unduly high. As a point of comparison, I compared a friend's home (2873 sq. ft.), and my neighbor's home (3077 sq. ft) to the square footage of my own house (2199 sq. ft). Their square footage exceeded mine considerably and in addition, there were two levels, and three levels of active use as compared to my one level, respectively. Also, the number of residents exceeded me as I am the only resident in my home. The other parties' homes received much lower utility bills.

Before contacting the Public Service Commission, due diligence required that I first ascertain whether there was a defect in my heating system.

I contacted Fresh Air-Weinrich to check my heating system for any problems. The Commission has a copy of said evaluation.

I have a York 90% high efficiency furnace, the water column is at 4", and it has a safety device to prevent overfiring. The person who came out on the service call was one of the people who originally installed the furnace. He stated to me that he noticed immediately upon entering my house, that my house was cold. I responded that I had the thermostat at 63 degrees because of the high bills. After looking at my furnace and seeing no problems in the unit, I asked him to look at the bills from Laclede Gas. He stated that there was no way that my furnace could be using that amount of gas.

After my initial complaint, a representative, (I believe his name was Joe) was sent to my home to again check my furnace, but to also check any insulation problems, etc. He stated that he could find nothing wrong with my furnace and that I had done more than enough to adequately insulate my home.

On 4/19/07, Jim Johnson (#5653) was sent to my home to change the meter. While he was at my home, I asked him to look at my furnace and my utility bills. He stated that there was maybe only one furnace that might be more efficient than mine, but mine was close to the best. He also stated that there was no way that the therms used could have been accurate and he was sure there was a defect in the meter.

I subsequently received a letter from Laclede Gas that said my meter was running correctly.

My position in this matter is simple. Three people, one independent contractor, and two representatives from Laclede Gas could find no justification for the readings used as a determination of my high bills.

Further, while Jim Johnson was at my home, I relayed to him the fact that when I initially bought my home, my inspector stated that the furnace would not pass Laclede Gas inspection. However, Laclede Gas passed the furnace. When the weather changed, and I used my furnace for the first time since moving in, I ended up with carbon monoxide poisoning. My furnace was condemned by the same utility that had passed it. The Laclede Gas representative who condemned my furnace told me that there was no way that someone from the gas company could have missed all the damaged cells in my furnace.

He called his supervisor from my home about the matter, but his supervisor would not allow him to continue the conversation over the phone in my presence.

I contacted Laclede Gas regarding their prior inspection and was told "so what, you can't sue a utility", by a Mr. Zink. As a result, I ended up incurring a substantial cost for a furnace that should have been either properly running or replaced prior to my possession.

While Mr. Johnson of Laclede Gas was in my home on 4/19/07, I told him what had happened when I first moved into my house. He went into my basement and was able to locate recorded notations by the gas company. He found the notation that my furnace was not passed, and then a following notation passing it. He stated that this was not correct, and that a furnace could not simply be passed after failing.

Because of the circumstances stated above, I have little belief that Laclede Gas has the customer's best interest, and in my instance safety in mind.

CHECK LIST

- ☐ **COMPRESSOR**
- ☐ SUCTION _____ PSI
- ☐ HEAD _____ PSI
- ☐ VOLTS _____ AMPS
- ☐ ELECTRICAL CONNECTIONS
- ☐ CONTACTS TIGHT & CLEAN
- ☐ OIL LEVEL & CONDITION
- ☐ **CONDENSER COIL**
- ☐ CLEAN COIL & CHECK FIN COND.
- ☐ ENT _____ F LVG _____ F
- ☐ **REFRIGERANT**
- ☐ LEAK ☐ CHARGE
- ☐ **FAN AND MOTOR**
- ☐ VOLTS _____ AMPS
- ☐ ELECTRICAL CONNECTIONS
- ☐ CONTACTS TIGHT & CLEAN
- ☐ FAN PULLEYS (ADJUST BELT)
- ☐ CHECK LUB BEARINGS & MOTOR
- ☐ CFM
- ☐ **EVAPORATOR COIL**
- ☐ CLEAN COIL & CHECK FIN
- ☐ ENT DB _____ F LVG DB _____ F
- ☐ ENT WB _____ F LVG WB _____ F
- ☐ **CONDENSATE AREAS**
- ☐ INSPECT & CLEAN DRAIN PAN
- ☐ INSPECT & CLEAN DRAIN
- ☐ **AIR FILTERS**
- ☐ CLEANED ☐ REPLACED
- ☐ FILTER SIZE _____
- ☐ **HEATING ASSY.**
- ☐ BURNER & HEAT EXCHANGER
- ☐ FUEL SUPPLY & PRESSURE
- ☐ PILOT ASSEMBLY
- ☐ FLAME ADJUSTMENT
- ☐ PRIMARY RELAY & FLUE
- ☐ FAN & LIMIT SWITCH OPER.
- ☐ BLOWER ASSEMBLY
- ☐ RV VALVE
- ☐ STRIP HEAT
- ☐ DEFROST CYCLE
- ☐ **ELECTRICAL COMP'TS.**
- ☐ RELAYS ☐ CONTACTORS
- ☐ OVERLOAD ☐ PRESS. SWITCH
- ☐ **THERMOSTAT**
- ☐ O.K. ☐ REPLACE
- ☐ RELOCATE

QUANTITY	ITEM OR PART DESCRIPTION
	gas valve pressure opening at 4 in water column
	furnace is in good running order at this time
	clean & check A/C system good at this time

We wish to provide the highest level of professionalism and quality service along with the best customer assurance policy in the industry. Our service repair warranty policy is:

1. All parts replaced by us will be warranted to be free of defects for a period of _____.

Many service companies provide 30, 60 or 90 day warranties. We feel that the parts we install have been carefully selected and meet or exceed manufacturer specifications. For this reason we feel comfortable offering this excellent warranty. The labor to install the warranted part(s) is discussed in Item #2 below.

2. Our repair labor is warranted for a period of _____.

This is the labor to repair or replace the part we installed in the initial repair, and not to correct other problems that may have arisen in the interim.

3. In the case of refrigerant (freon) leak repairs, our parts and labor warranty is as stated above with the following clarifications:

a. You are strongly urged to let the technician show you the location of the leak prior to and after the repair. If this is not possible due to attic or other inconvenient location, be sure the technician accurately describes the leak location on his service ticket. Our warranty is for the specific leak repaired.

b. Unfortunately, many times there can be more than one leak in a system. We may only locate one and complete an effective repair only to be called out again later and find another one. Our warranty on the previous leak repair would not cover the new one. However, if within 90 days of the first leak location, we will provide a no charge diagnostic and leak search. You will then only pay for the repair of the leak, just as you would have done if we had located it on the first trip.

ENVIRONMENT CHECK LIST

CHRG CODE	TYPE	SYSTEM	QTY.	REMARKS
REFRIG.	RECOVERED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	
①	RECYCLED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	
②	RECLAIMED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	
③	RETURNED TO THIS SYSTEM?	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	
④	DISPOSAL	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	
⑤	NON USEABLE	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	
⑥	DISPOSAL	YES <input type="checkbox"/> NO <input type="checkbox"/>	QTY.	

EQUIPMENT

CHANGED OUT (OR REPLACED)? ☐ YES ☐ NO

DIS-MANTLED? ☐ YES ☐ NO

REFRIGERANT DISPOSAL ☐

OUR PERSONNEL RECOMMEND: _____

OWNER'S INITIALS

ACCEPTED _____ DECLINED _____

FRESH AIR - WEINRICH HEATING & COOLING

17813 EDISON AVE, SUITE 100
CHESTERFIELD, MO 63005
(636) 530-0070 (636) 946-8811

67601

NAME Paula Bianello

STREET 339 Quarts Hill

CITY Ellisville STATE MO ZIP 63011

MAKE York MODEL P24R020N055NA SERIAL NUMBER EHFM339681

90% furnace

DATE 3/18/07

DATE ORDERED 1/1

DATE SCHEDULED 1/1

PHONE _____

WK. PHONE _____

☐ WARRANTY

☐ CONTRACT

☐ SERVICE CONTRACT

☐ NORMAL

☐ RES. ☐ COMM.

JOB LOCATION	REPAIR NUMBER	DESCRIPTION	ACCEPT	DECLINE	PRICE LINE	SERVICE
		clean & check				40.00
		check furnace				79.00
		#10 water panel				25.00

Our TRAINED PERSONNEL recommend:

paid #2504

CUSTOMER REQUEST: check furnace

TECHNICIAN SIGNATURE Howard CERT. # _____

TOTAL OTHER CHARGES _____

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

SUB-TOTAL	
DIAG. CHARGE	
TAX	
TOTAL AMOUNT DUE	149.00

ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.

AUTHORIZED SIGNATURE _____

DATE _____

FLAT HNC E