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BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

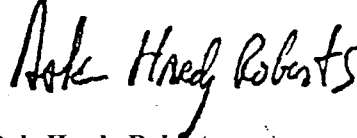
|                      |   |                           |
|----------------------|---|---------------------------|
| Judith A. Baum       | ) |                           |
|                      | ) |                           |
| Complainant,         | ) |                           |
|                      | ) |                           |
| vs.                  | ) | <u>Case No. GC-98-557</u> |
|                      | ) |                           |
| Laclede Gas Company, | ) |                           |
|                      | ) |                           |
| Respondent.          | ) |                           |

NOTICE OF COMPLAINT

Laclede Gas Company  
720 Olive Street  
St. Louis, Missouri 63101  
CERTIFIED MAIL

Be advised that on June 11, 1998, Judith A. Baum filed a complaint with the Missouri Public Service Commission against Laclede Gas Company, a copy of which is enclosed. Pursuant to 4 CSR 240-2.070, the Respondent has 30 days from the date of this notice to either file an answer or satisfy the complaint. The Respondent shall file an answer or an explanation of the satisfaction of the complaint on or before August 10, 1998, with the Secretary of the Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102, and send a copy to the Complainant. A copy of this Notice was mailed to the Complainant.

BY THE COMMISSION



Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge

(S E A L)

Mills, Deputy Chief Regulatory Law Judge

Dated at Jefferson City, Missouri,  
on this 10th day of July, 1998.

Copy to: Judith A. Baum  
152 Brilliant Lane  
St. Louis, MO 63125

BEFORE THE PUBLIC SERVICE COMMISSION OF THE  
STATE OF MISSOURI

FILED

JUN 11 1998

MISSOURI  
PUBLIC SERVICE COMMISSION

Judith A. BAUM )  
(your name) )  
Complainant )  
vs. ) Case No. GC - 98 - 557  
)  
Laclede GAS )  
(company name) )  
Respondent. )

COMPLAINT

Complainant resides at 152 Brilliant Lane  
St. Louis, Mo. 63125.

1. Respondent, Laclede GAS Company  
(company name)  
of St. Louis, Missouri, is a public utility under the jurisdiction of  
the Public Service Commission of the State of Missouri.

2. As the basis of this complaint, complainant states the following facts:

1) Copy of Lease Agree exhibit A, B, C, D, E shows  
tenant namely Gwendalyn Miller entered into  
lease on September 15, 1994 awaiting completion  
of remodel to be on February 1, 1995.  
Under item (#11) of lease agreement  
tenant is responsible for utilities, copy

provide Laclede GAS 9-14-95.

3. The complainant has taken the following steps to present this complaint to the respondent:

1) Provided copy of lease showing tenants responsibility.

2) Notified tenant of responsibility to pay bill.

3) Contacted Laclede GAS on 2-~~01~~-95 truck came out and turned GAS off was stated at time that flu. liner had to be installed before service restored liner installed and occupancy permitted issued delaying tenants move in until 2-18-95, Informed GAS company person who turned GAS back on tenants NAME AS WAS sent final bill which WAS paid. Final Reading WAS taken AND MAN wrote information DOWN.

WHEREFORE, Complainant now requests the following relief:

1.) Bill be removed from Mr. BAUM's account at 152 Brillion

2.) Laclede GAS to pay paid and suffering to Mrs. BAUM, for harrasement

3.) Laclede GAS to go after tenant for Bi.

6-8-98

Date

Judith A. Baum

Signature of Complainant

Exhibit n.

Form A310

**RESIDENTIAL LEASE**  
**Apartment — Condominium — House**

BY THIS AGREEMENT made and entered into on September 15th, 1994,  
between Adrian & Judith Baum, herein referred to as Lessor,  
and Gwendolyn Miller, herein referred to as Lessee,  
Lessor leases to Lessee the premises situated at 2917 Missouri (upstairs)  
, in the City of St. Louis, County of  
, State of Mo. 63118, and more particularly described as  
follows: Three bedrms, one bath, stove, refridgerator, wash/dry, - hookup  
together with all appurtenances, for a term of one years, to commence on October 1st,  
19 94, and to end on October 31st, 19 95 at o'clock .m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Six hundred dollars ----- Dollars (\$ 600.00) per month in advance on the 1st day of each calendar month beginning October 1st 19 94, at 152 Brilliant Lane City of St. Louis, State of MO. 63125, or at such other place as Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Six hundred dollars ----- Dollars (\$ 600.00) receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 6 persons, consisting of 1 adults and 5 children under the age of years, without the written consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenantable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.



DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF BUILDING AND INSPECTION  
CITY OF ST. LOUIS, MO. 63103

Exhibit B

CN 60012-95

DATE FEBRUARY 15, 1995

CERTIFICATE OF OCCUPANCY AND ZONING

THIS CERTIFIES THAT THE UNIT/PROPERTY AT  
2917 MISSOURI HAS BEEN INSPECTED BY THE DIVISION OF  
BUILDING AND INSPECTION AND HAS COMPLIED WITH APPLICABLE PROVISIONS OF ST.  
LOUIS CITY ORDINANCES AS AMENDED, AS PERTAINING TO ITEMS LISTED BELOW AND  
MAY BE USED/OPERATED AS DESCRIBED.

|                 |                           |
|-----------------|---------------------------|
| <u>USE/TYPE</u> | <u>CURRENT</u>            |
| RESIDENTIAL     | <u>ZONING</u>             |
|                 | C FOUR FAMILY RESIDENTIAL |

USE GROUP R3

ISSUE TO: JUDY BAUM

FOR USE AS ONE UNIT (SECTION EIGHT)  
2ND FLOOR

"The removal and disposal of asbestos is subject to requirements of federal and state laws and regulations. In addition, federal and state laws and/or regulations may impose special requirements for use, removal, and/or disposal of materials and substances which have been hazardous or toxic substances, hazardous or designated as toxic waste, or special waste, pursuant to the provisions of federal or state laws and/or regulation."

"Notice: The disposal of demolition waste is regulated by the department of natural resources under Chapter 260. R.S.Mo. Such waste, in types and quantities established by the Missouri Department of Natural Resources, shall be taken to a demolition landfill or a sanitary landfill for disposal"

┌  
JUDY BAUM  
152 BRILLIANT LANE  
ST. LOUIS, MO 63125  
└

BUILDING COMMISSIONER



Edward F. Tripp  
Director of Public Safety

# City of St. Louis

## DEPARTMENT OF PUBLIC SAFETY

DIVISION OF BUILDING AND INSPECTION  
FREEMAN R. BOSLEY, JR.  
MAYOR



Martin P. Walsh, P.  
Building Commisior

Exhibit C

Date: 1-26-95

Re: Occupancy Permit Application For: 2917 Missouri

Dear Applicant:

The necessary inspections for the occupancy referenced above are scheduled for 2-1-95 between the hours of 10:00 a.m. and 2:00 p.m. It is your responsibility to meet all of the inspectors at this address at the scheduled time and provide access to all areas required to be inspected.

If in an emergency, you find you cannot keep your appointments, please reschedule same no later than 24 hours prior to the above date. To reschedule, please call the Permit Section, between the hours of 8:00 a.m. and 4:45 p.m., at (314) 622-3313.

In the event the inspector(s) fail to complete the required inspection(s) within the time and date indicated above, please call the telephone numbers listed below.

Your failure to provide access for all inspections may result in abandonment of your application. Furthermore, once you have been notified of code violations at the above referenced address, it is your responsibility to secure necessary permits and correct said violations within 90-days. If these steps are not taken your application will be abandoned and it shall be illegal to occupy this building or any portion thereof.

If the listed violations cannot be completely corrected in that time period, it will be your responsibility to contact the inspector(s) involved in your inspection(s) to secure an extension.

Be informed: if your application is abandoned, the filing fee CANNOT be refunded. A new application would be required and additional fees paid.

Having read and understood the above, I wish to continue this application process.

|                                     |                         |          |
|-------------------------------------|-------------------------|----------|
| <input checked="" type="checkbox"/> | Building Inspector      | 622-4751 |
| <input checked="" type="checkbox"/> | Plumbing Inspector      | 622-4356 |
| <input checked="" type="checkbox"/> | Electrical Inspector    | 622-3325 |
| <input type="checkbox"/>            | Mechanical Inspector    | 622-3375 |
| <input type="checkbox"/>            | Fire Marshall Inspector | 622-1900 |

Adrian M. Bower  
Applicant's Signature

Exhibit D

St. Louis, Mo., 1-24- 19 95 **SP 50582**

DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF BUILDING  
AND INSPECTION

Received of Judy Baum \$ 80

Address 152 Brilliant Ln.

For Special Inspection of 2917 MISSOURI

**SPECIAL INSPECTION**

Per R.G.

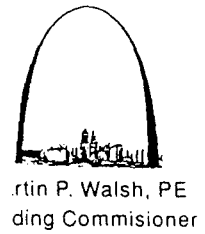
BD-106

Register

Comptroller

*Handwritten: Kelly...*

*Handwritten: New York*



12

above  
10:00  
of the  
access

inspectors at \_\_\_\_\_  
to all areas required to be inspected

If in an emergency, you find you cannot keep your appointments, please reschedule same no later than 24 hours prior to the above date. To reschedule, please call the Permit Section, between the hours of 8:00 a.m. and 4:45 p.m., at (314) 622-3313.

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**Be informed:** if your application is abandoned, the filing fee CANNOT be refunded. A new application would be required and additional fees paid.

Having read and understood the above, I wish to continue this application process.

*Handwritten Signature*  
Applicant's Signature

- ☒ Building Inspector 622-4751
- ☒ Plumbing Inspector 622-4356
- ☒ Electrical Inspector 622-3325
- ☐ Mechanical Inspector 622-3375
- ☐ Fire Marshall Inspector 622-1900

Exhibit E

HOUSING ASSISTANCE PROGRAM  
8865 NATURAL BRIDGE  
ST. LOUIS, MISSOURI 63121  
04/10/95

IMPORTANT - PLEASE READ

TO: BAUM, ADRIAN

152 BRILLIANT  
ST. LOUIS , MO 63125

Dear Owner/Manager:

The Housing Assistance Program hereby approves the enclosed lease  
between BAUM, ADRIAN and MILLER, GWENDOLYN

The portion of rent the tenant shall be obligated to pay the owner or  
manager on the first of the month is \$ 10.00, effective 02/01/95.

Under the terms of the Housing Assistance Program Contract, the Hous  
Authority agrees to pay \$ 540.00 to the owner or manager within the  
first week of each month.

Enclosed are two Housing Authority Contracts.

BOTH CONTRACTS MUST BE SIGNED BY THE OWNER OR HIS AGENT. RETURN BOTH  
CONTRACTS TO THE HOUSING AUTHORITY OF ST. LOUIS COUNTY IMMEDIATELY BY  
MAIL OR IN PERSON. THE AUTHORITY WILL THEN EXECUTE THE CONTRACTS AND  
RETURN ONE TO YOU. NO PAYMENTS WILL BE ISSUED UNTIL A SIGNED CONTRACT  
HAS BEEN RECEIVED BY OUR AGENCY.

Sincerely,

  
Julie Regalsberg

Housing Assistance Program

Prorated Rents Effective: 02/15/95

Tenant's Portion: 5.33

HAP Amount: 288.00

The move in date  
for Ms Miller is  
2/15/95.

After receipt of the contract this tenant's new caseworker will be:



HOUSING AUTHORITY OF ST. LOUIS COUNTY  
HOUSING ASSISTANCE PROGRAM  
10/11/95

HOUSING ASSISTANCE PAYMENTS CONTRACT/LEASE ADDENDUM AMENDMENT

Owner/Agent Information:

BAUM, ADRIAN

152 BRILLIANT  
ST. LOUIS, MO 63125

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

OWNER NBR: 008663

☒ Annual Re-examination

Special: \_\_\_\_\_

This is to advise the owner and family of adjustments made to the Housing Assistance Payments Contract and Lease Addendum concerning the above family, owner and dwelling unit.

1.) The Housing Assistance Payment Contract is amended as follows.

In Section 3:

- (a) Contract Rent: The total monthly rent payable to the owner during the term of the contract shall be \$ \_\_\_\_\_.
- (b) Tenant Rent: The family shall pay \$ \_\_\_\_\_ per month to the owner.
- (c) Housing Assistance Payments: HASLC shall pay on behalf of the family a payment of \$ \_\_\_\_\_ per month.

In general:

The Addendum to Housing Assistance Payments Contract (copy attached) is incorporated in its entirety.

2.) The Lease Addendum is amended as follows: Section(D); Item (2).

Tenant Rent: The family shall pay \$ \_\_\_\_\_ per month to the owner.

3.) The term will start 02/01/96 and will end 02/31/97

4.) All other provisions of the Housing Assistance Payments Contract and Lease Addendum not modified by this amendment shall remain the same as the original contract dated 02/01/95

\_\_\_\_\_  
Housing Authority St. Louis County

\_\_\_\_\_, 19\_\_\_\_  
Date

Tenant Information:

THIS FORM RENEWS YOUR LEASE.

SWENDOLYN MILLER  
29 MISSOURI  
APRIL  
ST. LOUIS, MO 63118

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 19\_\_\_\_

IZJ  
(SLESADUM)

STATEMENT OF OCCUPANCY / PAYMENTS FOR 03/15/96 - 03/15/96

BAUM, ADRIAN

152 BRILLIANT

ST. LOUIS MO 63125

REASON KEY

|             |                  |                |              |
|-------------|------------------|----------------|--------------|
| =NORMAL     | A=TENANT DAMAGES | B=VACANCY LOSS | C=ADDL 03/96 |
| D=DED 03/96 | E=ADMIN FEE      | F=ADDL 01/96   | G=ADDL 02/96 |
| H=DED 12/95 | I=DED 01/96      | J=DED 02/96    | L=ADDL 12/95 |

CHECK NUMBER OWNER-NO. NAME

272405 008663 BAUM, ADRIAN

CHECK DATE: 03/15/96

PAGE: 5

TENANT-NO. OCC-PRG NAME ADDRESS

21708 31 SC8 GWENDOLYN MILLER 2917 MISSOURI

PAID BACK PAY HELD PAY REASON  
1080.00

LEFF: 02/15/95 LEXP: 01/31/96 APT: A

CNTR: 550.00 TINT: 10.00 BR: 4 ST. LOUIS MO 63118

CHECK TOTALS: 1080.00

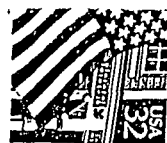
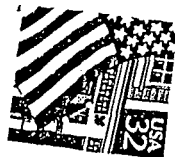
1080.00

Moved In

Moved Out

JAMZ Properties  
2 Brilliant Ln.  
St. Louis, Mo. 63125  
*Mailed 9/14/95*

Miss Gwendolyn Miller  
2917 Missouri 2nd Floor  
St. Louis, Mo. 63118





# JAMZ Properties

Rental • Rehab

152 Brilliant Lane  
St. Louis, Mo. 63105  
(314) 845-3088

Dear Gwendolyn Miller

It has come to our attention that the following gas bill has not been paid by you. This bill is in regards to the bill from February to March of 1995. I have talked to both the Housing Authority and to the gas company in regards to this bill.

I was told by the gas company that you stated you did not move into 2917 Missouri the 2nd floor until March the 19th. The Housing Authority has assured me that in fact you are responsible for this bill. A copy of your lease approval is dated February 15th 1995 shows that in fact you are responsible for this bill.

It is our hope that you will voluntarily resolve this matter with the gas company very soon to avoid further action, by us in contacting the Housing Authority once again.

Sincerely,

Judith A. BAUM

Laclede Gas  
Company

DRAWER 2  
ST. LOUIS, MISSOURI 63171

BILL FOR  
SERVICE AT 2917 MISSOURI AVE 2FL

ACCOUNT  
NUMBER 167081-002

SERVICE FROM TO  
PAYMENT DUE BY DELINQUENT AFTER 052395  
PRESENT METER READING  
PREVIOUS METER READING  
GAS USED CUBIC FEET (00)  
(00's) CUBIC X BTU FACTOR \* THERMS  
RATE- DEPOSIT- AMOUNT  
CHARGE FOR GAS FINAL BILL NOTICE  
SALES TAX  
MUN/CNTY TAX

BAL AS OF JUNE 01 20556  
CURRENT BALANCE 20556

MAY WE AGAIN REMIND YOU OF  
THE UNPAID BALANCE FOR THIS  
ACCOUNT. PLEASE GIVE THIS  
YOUR IMMEDIATE ATTENTION.

| DEGREE<br>DAYS | CHARGES FOR GAS ARE SUBJECT TO INCREASE OR DECREASE TO REFLECT CHANGES IN THE<br>PRICE PAID BY LACLEDE FOR NATURAL<br>GAS. THE CURRENT PER THERM ADJUSTMENT IS | AMOUNT<br>DUE |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|                |                                                                                                                                                                | 20556         |



FIRST CLASS MAIL  
U.S. POSTAGE PAID  
POST CARD RATE  
XXXXXXXXXXXX

BAUM, JUDITH A  
152 BRILLIANTE DR.  
ST. LOUIS, MO 63125

KEEP THIS PORTION  
RETURN THIS STUB

1670810029000020556

\$205.56

LACLEDE GAS COMPANY  
720 OLIVE STREET  
ST. LOUIS, MISSOURI 63101

September 29, 1995

Judith A. Baum  
152 Brilliante Dr.  
St. Louis, MO 63125

Amount Owed: \$205.56  
Account Number: 167081-002

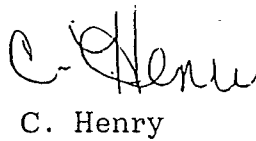
Re: 2917 Missouri Ave. 2fl

Dear Judith A. Baum:

Your unpaid account with Laclede Gas Company has been transferred to the Final Bill Collection Department. Your failure to respond to Laclede's previous notices indicates to us the need to take additional collection action. We are now prepared to do so.

This is an attempt to collect a debt, and any information obtained will be used for that purpose. Forward your payment immediately in the enclosed envelope. If payment is not received within 10 days, we will forward this claim to our collection attorney, subjecting you to additional inconvenience and costs.

Sincerely,



C. Henry  
Assistant Manager  
Final Bill Collection Dept.

CH:med

Enclosure

100 SOUTH MAIN STREET  
SAINT CHARLES, MISSOURI 63301



*R.C. Wilson Co.*  
*Collections*



SINCE 1934



02-07-96

1630970



BAUM, JUDITH  
152 BRILLIANT LN  
SAINT LOUIS, MO 63125-3713

A8  
I 1

ACCOUNT NUMBER  
1630970

PLEASE ENCLOSE THIS PORTION WITH YOUR PAYMENT AND NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK

RE: LACLEDE GAS  
2917 MISSOURI AVE  
BALANCE DUE: 205.56

WE HAVE BEEN UNABLE TO RESOLVE THE ISSUE OF YOUR OUTSTANDING BALANCE.

SEND THE BALANCE DUE IMMEDIATELY TO AVOID FURTHER ACTION ON YOUR ACCOUNT(S).

MS SLATE (314) 949-4017  
ACCOUNT REPRESENTATIVE  
L34  
R. C. WILSON COMPANY

PAYMENT SHOULD BE MADE TO R. C. WILSON COMPANY.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

A \$20.00 HANDLING FEE WILL BE ADDED ON ALL RETURNED CHECKS.

| CREDITOR        | AMOUNT | INTEREST | FEES | TOTAL  |
|-----------------|--------|----------|------|--------|
| OTHER CREDITORS | 205.56 | 0.00     | 0.00 | 205.56 |
| TOTAL           | 205.56 | 0.00     | 0.00 | 205.56 |



Commissioners

SHEILA LUMPE  
Chair

HAROLD CRUMPTON

CONNIE MURRAY

ROBERT G. SCHEMENAUER

M. DIANNE DRAINER  
Vice Chair

## Missouri Public Service Commission

POST OFFICE BOX 360  
JEFFERSON CITY, MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.ecodev.state.mo.us/psc/>

June 5, 1998

CECIL I. WRIGHT  
Executive Director

WESS A. HENDERSON  
Director, Utility Operations

GORDON L. PERSINGER  
Director, Advisory & Public Affairs

ROBERT SCHALLENBERG  
Director, Utility Services

DONNA M. KOLILIS  
Director, Administration

DALE HARDY ROBERTS  
Secretary/Chief Regulatory Law Judge

DANA K. JOYCE  
General Counsel

Mr. Adrian Baum  
152 Brillante Lane  
St. Louis, MO 63125

Re: 2917 Missouri 2Fl

Dear Mr. Baum:

This is in response to your complaint against Laclede Gas Company regarding a billing dispute. Our records indicate you contacted the Public Service Commission on April 13, 1998. You stated your wife had owned the property at 2917 Missouri 2 FL, St. Louis, and Laclede Gas transferred a bill from a previous tenant, Gwendolyn Miller, to your residential account.

Once our office received the complaint, I contacted a representative of Laclede Gas and discussed the complaint. The following information was provided by the Laclede representative:

- 1) Judith Baum's name and social security number was on the account from 11/22/94 through 3/18/95.
- 2) Gwendolyn Miller's name and social security number was on the account from 3/18/95 through 2/15/96.
- 3) The residential lease provided by Adrian Baum shows that Gwendolyn Miller agreed to pay rent from 10/1/94 through 10/31/95.
- 4) On 3/2/95, Adrian Baum called and stated that the tenant had been there since 2/15/95. Mr. Adrian Baum was advised that no turn off/turn on had been taken to reflect this change in the account status. Furthermore, Mr. Baum did not request a turn off at that time, and did not have the account transferred out of his wife's name.



- 5) On 3/2/95, Mr. Baum stated that he was mailing \$109.46 to be applied to the account on 2917 Missouri 2FL under the name of Judith Baum. Prior to this payment, another payment was applied to Mrs. Baum's account for \$32.89 in January of 1995.
- 6) On 3/3/95, the Baum's requested that the bill for 2917 Missouri 2FL be mailed to their home address at 152 Brilliant. At that time, the account was still in the name of Judith Baum and no turn off had been requested.
- 7) On 3/8/95, Gwendolyn Miller received a heat grant in the amount of \$226.00, thus authorizing a turn on by 4/21/95 at 2917 Missouri 2FL.
- 8) On 4/7/95, Ms. Gwendolyn Miller stated that she moved in on 3/5/95 and is responsible for any gas used since that date.

It is the company's position that the remaining balance of \$205.56 at 2917 Missouri was for the time period of February 13, 1995, through March 5, 1995. The ending date coincides with the information received from Gwendolyn Miller. Therefore, the charges transferred to your account are valid and will remain on your account. Laclede Gas Company's representative believes that the dispute is between the landlord and the tenant and that Laclede Gas should not be involved.

After calling and discussing your complaint, you indicated you may wish to file a formal complaint.

**In accordance with rule 4CSR 240-13.070 (4)(B) the formal complaint must be filed within thirty (30) days of the date of this letter or service may be subject to discontinuance.**

A formal complaint must be filed in written form including an original or duplicate original and ten (10) copies addressed to Dale Hardy Roberts, Secretary/Chief Regulatory Law Judge of the Commission. After filing, the Commission will give the company thirty (30) days to either satisfactorily resolve the complaint or respond in writing with the company position. If the complaint is not settled and the company responds denying the allegations, the Commission may order the Staff to conduct an investigation and may schedule a hearing.

The hearing is very similar to a trial in a court of law. At the time of the hearing, state law requires that you present evidence which will substantiate your claim against the company. The company also will be given the opportunity to present evidence discounting your claims. All parties, including the Commission's Staff, will have the opportunity to cross-examine the other parties witnesses. Further, any person as defined in 4CSR 240-2.010(11), other than an individual must be represented by an attorney.

Please note further filing requirements in the enclosed Chapter 2 - Rules of Practice and Procedure. If you have any further questions or concerns please call our office toll-free at 1-800-392-4211.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Withers". The signature is written in black ink and is positioned above the printed name.

Sandy Withers  
Consumer Services Specialist

sw

cc: Paul Herrmann

Enc: Chapter 2 - Rules of Practice and Procedure and Formal Complaint Form