

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Staff of the Public Service Commission)	
of the State of Missouri)	
)	
Complainant,)	
)	Case No. GC-2006-0318, et al
v.)	
)	
Laclede Gas Company)	
)	
Respondent.)	

STAFF’S POST-HEARING COMMENTS

COMES NOW the Staff of the Missouri Public Service Commission, by and through the Commission’s General Counsel, and for its Post-Hearing Comments, states:

1. On November 8, 2006, the Commission held an on-the-record presentation of a Stipulation and Agreement filed late on November 7. The Stipulation was signed by Laclede Gas Company, the Office of the Public Counsel, and the Union.

2. The Staff neither supported nor opposed the Stipulation. Staff did not oppose the Stipulation because the Commission cannot order refunds to customers. Only an agreed settlement, reflected in a Stipulation and Agreement, can provide refunds to customers. “The Public Service Commission is an administrative body only, and not a court, and hence the commission has no power to exercise or perform a judicial function, or to promulgate an order requiring a pecuniary reparation or refund.” *State ex rel. Laundry, Inc. v. Public Service Com’n*, 34 S.W.2d 37 46 (Mo. 1931).

3. Penalties, by statute, go to the Public School Fund. “All moneys recovered as a penalty or forfeiture shall be paid to the public school fund of the state.” §386.600. This

proposed Stipulation is intended to get refunds to only those customers addressed by OPC's issue in this complaint case that customers were improperly billed for greater than twelve (12) months in violation of the Commission's rules.

4. OPC stated at hearing, and Staff agrees, the Stipulation does nothing to resolve Staff's complaint that Laclede systematically and persistently violated Commission rules. Notably, during earlier circulation, the Stipulation was properly titled "Partial Non-Unanimous Stipulation and Agreement," indicating that it did not resolve all issues.

5. Staff's issue is that Laclede mismanaged its problem getting access to homes to read inside meters by failing to notify its customers of the consequences of repeated estimated bills.

6. Laclede has also botched the solution for large numbers of inside meters, AMR installation. Despite the lessons Laclede should have learned from earlier AMR installation by Missouri Gas Energy and AmerenUE, Laclede was unprepared to deal with associated customer problems. The November 7 partial Stipulation and Agreement also does not address these issues.

7. In issuing its Order in this case, Staff suggests the Commission has the following options:

- a. Approve the Stipulation and indicate that it only partially resolves the issues in this case, and that Staff may proceed in this or in a separate complaint case on the issues of Laclede's customer billing mismanagement and repeated violations of the Commission's rules.
- b. Approve the Stipulation as resolution of all issues in this case.
- c. Reject the Stipulation as insufficient payment to customers in resolution of the issues raised, with the knowledge that any penalty will flow to the school fund.

Respectfully submitted,

/s/ Lera Shemwell

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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing pleading was served on all parties of record on this 9th day of November, 2006, by hand-delivery, email, fax or United States mail, postage prepaid.

/s/ Lera Shemwell