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JUN 02 2008

Missouri Public
Service Commission

BRIEF

Harrison v Laclede Gas

May 30, 2008

Dr. H. H. H. H. H.

Life and death are in the power of the tongue. Let the facts speak for themselves. I purchased and took residency of #40 Gateview Court on December 6, 2008.

TR 102, Laclede failed to mail bills to my residence. Laclede failed to communicate with me from December 6th through April 14th. Laclede verifies that I initiated communication with telephone calls. TR 149, Laclede blames the computer for not changing my address in December when I paid my first bill by phone. Laclede admits again that (lines 16-24) they to correct the billing address until March. TR 159, Counsel for Laclede admits they " ...failed to bill me during the first four months of residency due to Laclede's error." TR 164, the Commissioner established that Laclede had my address but mailed bills to the builder instead of mailing to the resident. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 100, Laclede mailed the first bill to the builder in my name. On November 17th, "when the service technician arrived to perform the safety inspection...no one was available, so the order was cancelled." The billing was set up in my name and billed to the builder, T. R. Hughes, despite the fact that the safety inspection order was cancelled. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 106, Laclede verifies the fact that the AMR device was defective in January, thought to be repaired and discovered defective again in March. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 107, Laclede guesses about my bill due to the defective AMR.

TR 108, the AMR was believed to be repaired a second time in March. Thus the billing is estimated for December, January, February, and March. Regulations state that bills are not estimated past a three month billing period. My bills were estimated as follows:

November 17 – November 26	first billing period (19 days, when billing started)
November 26 – December 26	second billing period
December 26 – January 26	third billing period
January 26 – February 26	fourth billing period
February 26 – March 7	fifth billing period (9 days, AMR repaired again on March 7 th)

THIS IS AN ERROR BY LACLEDE GAS.

TR 112, Laclede admits that they did not have "enough experience from the house to determine what the exact factors should be" to estimate. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 113, Laclede admits "the estimate might be accurate or high or low." Laclede based their billing on an "actual" defective meter read. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 114, Laclede admits that while my bill was \$803, my neighbor's bill was only \$13. Had I not protested my bill, the neighbor's bill may have gone undetected. Furthermore, Laclede stated that I paid \$1400 for use at Fairway Green. This is an assumption. All circumstances were different. There were more people living in that space, some else paid that bill and I was there with my son while building my home.

This is not an accurate comparison. TR 180, Laclede again admits billing the neighbor \$13 during the winter. *THIS IS AN ERROR BY LACLEDE GAS.*

Yet, with the following conservation efforts, I saw no reduction in my gas bill, in my new home:

- One furnace used
- Heat reduced
- No use of fireplaces
- Sealed all exit doors to reduce loss of heat
- Reduced temperature to 50 degrees for two weeks when vacant
- Closed off heating to the basement
- Closed off rooms that were rarely used

Instead, I saw an increase in my heating bill. TR 156, Laclede cannot explain why conservation efforts had no effect on the bill. TR 182, Laclede states that my conservation efforts had no impact on my gas usage. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 127, Laclede stated that the Jefferson's usage was approximately the same as mine but failed to explain why their bill is less. In fact Laclede claims that their overall average billing is close. The Jefferson's annual gas bill is \$1400 while just my first four months was \$1225. This is not close. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 130, Laclede states that the last estimated bill was in February. In fact the February 26 through March 7th billing period includes at least 9 days of estimation since the second AMR repair was not made until March 7th. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 131, Laclede stated that I was not being billed for Lake St. Louis taxes, a deposit, nor sending me disconnect notices. To the date of the hearing, I was being billed for said amounts, I was receiving monthly disconnect notices, and I was assessed a \$700 deposit. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 131, Laclede states that they had no communication with me from October to March, however they blindly continued to bill me at the builder's address. TR 183, Laclede did not check the builder's account to see if my phone calls were logged. TR 184, Laclede verifies that my phone inquiries could be logged in the builder's account. TR 192, Counsel for Laclede confirms that not all calls are recorded. Thus my consistent calls to request a bill may not have been recorded. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 135, so if bills were mailed to the builder, how was I able to pay a bill by phone on December 29th without contacting them. Laclede verified that the December 29th bill was paid by credit card, by phone. In order to pay this bill you must and be credited for payment, you must give an account number. The account number came from speaking to Laclede, the telephone number for the calling to pay came from Laclede. Thus Laclede is not being truthful when they say that I did not speak to them by phone. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 136, Laclede admits:

1. "Based on the usage history (for which there is NONE)
2. Screen prints from our CIS system, which is our customer database system (which was NON existent for me since I was billed to the builder's account)
3. Bill amounts and the CFF's (which were faulty and grossly in error due to the defective AMR)

To determine, you know, what I came up with in my head was in range with what the spreadsheet said." This validates consistent errors. Laclede worked on false and faulty even defective information concerning #40 Gateview Court. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 136, Laclede verifies that they estimated billing for three billing periods. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 108, Laclede fixed the broken AMR twice, in January and again in March. Thus the system was broken from the start of service through March 7th. That would be for the first four months of occur the home's existence. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 136, Laclede admits that the bill was estimated all winter because "The AMR reading device was not operating". Furthermore, Laclede admits "I do not know...what the problem was. I do not know." *THIS IS AN ERROR BY LACLEDE GAS.*

TR 137 and TR 138, Laclede admits that they sent out Cell Net to repair the AMR system rather than a meter reader to gather accurate data for billing. Sending a meter reader in January could have avoided this entire situation. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 139, Laclede admits "...there is nothing to go on...so they make an educated guess as to the estimating factors when a new account is set up." There is no knowledge of what factors are used to estimate. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 140, Laclede admits "I do not know why," the bill states that estimation is based on prior history of the newly built resident. TR 174, Laclede admits again that they modified my bill without justification. Lines 9-17, Laclede admits that there was no "past usage". *THIS IS AN ERROR BY LACLEDE GAS.*

TR 142, Laclede admits speculation of my account and failure to accept the index reported by Cell Net, the agent they sent to repair the defective AMR, because it was low. Laclede chose to modify the index on the bill. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 155, Laclede again admits to guessing about the gas bill. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 160 (line 25) through TR 161 (line 2), Laclede states "...these are actual readings from the meter dials that the adjustment bill was rendered on, based on." This is not true. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 171, Laclede does not acknowledge responsibility for failure to perform the safety inspection. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 173 Laclede admits an error in their "educated guess" on therms used in the winter. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 185, Laclede again verifies that they did not have information to justify billing. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 194, Laclede makes the assumption that my friend was living with me during the winter. Holly and her son, Thomas Putnam lived with me from August 1st through November 9th, 2007. They built a home and moved before the winter season began. Laclede assumed that they lived with me during the winter months. They also assumed that the refugee, Darlene Desil, stayed with me during the winter. She stayed with me from March to April. Again, she was not living at the home during the winter months. During the winter months the home was occupied by my son and me. *THIS IS AN ERROR BY LACLEDE GAS.*

TR 197 through TR 205 Ms. Doerhoff, investigated the case and found in favor of Laclede but failed to include me in the investigation. Ms. Doerhoff stated that she based her decision on the documents from Laclede Gas. Ms. Doerhoff states that Laclede receives a "fair" amount of complaints and the highest number of complaints in the state of Missouri, in fact "considerably higher" for Laclede than any other gas company in the state.

In conclusion, Laclede Gas admitted, repeatedly, that they

Failed to send a meter reader to the residence to acquire accurate readings

Failed to mail bills to the homeowner at the resident

Estimated bills during a five month billing period,

November 17 – November 26	first billing period (19 days, when billing started)
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November 26 – December 26	second billing period
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December 26 – January 26	third billing period
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January 26 – February 26	fourth billing period
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February 26 – March 7	fifth billing period (9 days, AMR repaired again on March 7 th)
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This is a violation of regulations/policies.

Estimations were made by Laclede readers, Cell Net, and others arbitrarily, without justification and conducted at random.

The AMR was inoperable from November through March 7th and required repairs on at least two occasions.

It is painfully clear that a gross error in billing has occurred. A number of discrepancies have transpired which warrant we abandon the current billing irregularities and continue from where we are to date. I humbly request consideration of such and installment of new equipment.