

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

Marlyn Young,)	
)	
Complainant,)	
)	
v.)	<u>Case No. GC-2007-0211</u>
)	
Laclede Gas Company,)	
)	
Respondent.)	

STAFF INVESTIGATION REPORT

COMES NOW the Staff of the Missouri Public Service Commission, by and through the Commission's General Counsel, and hereby submits Staff's Report of its investigation of the complaint brought herein by Complainant.

WHEREFORE, Staff moves the Commission to accept the attached Report.

Respectfully submitted,

/s/ Kevin A. Thompson
KEVIN A. THOMPSON
Missouri Bar Number 36288
General Counsel

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
573-751-6514 (Voice)
573-526-6969 (Fax)
kevin.thompson@psc.mo.gov

Attorney for Staff

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was mailed, hand delivered, transmitted by facsimile or electronic mail to all counsel of record, as shown below on this **17th day of January, 2007**.

/s/ Kevin A. Thompson

Marlyn Young
P. O. Box 2487
Florissant, Missouri 63032

Laclede Gas Company
720 Olive Street, Room 1520
St. Louis, Missouri 63101
rzucker@lacledegas.com

Office of the Public Counsel
200 Madison Street, Suite 600
Jefferson City, Missouri 65102
opcservice@ded.mo.gov

REPORT OF THE STAFF

TO: Missouri Public Service Commission Official Case File
Case No. GC-2007-0211, Marlyn Young vs. Laclede Gas
Company

FROM: /s/Staff Cecilia Barr, Consumer Services Specialist II

DATE: January 17, 2007

<u>/s/ Gay Fred / 01/17/07</u>	<u>/s/ Kevin A. Thompson</u>
Consumer Service Department/Date	General Counsel's Office/Date

COMPLAINT

On 12/06/06 Marlyn Young, (Complainant), filed a formal complaint with the Missouri Public Service Commission (Commission) against Laclede Gas (Company), stating he was overcharged for gas services at his present address of 2437 Wieck Drive Drive, St. Louis, MO. 63136. The Complainant states that he responded on 10/06/06 to Staff's letter dated 4/19/06. Complainant states he has yet to receive a response to his 10/06/06 letter and as a result, his gas service was terminated on 10/17/06. Complainant also states that he is disputing the portion of his bill that was transferred from 8831 May Avenue, St. Louis, MO. Complainant also asked why he received estimated bills as the final bill. The complainant is requesting that \$1,000.00 be removed from his account. In the Complainant's formal complaint, Complainant is also requesting \$3,666.00 for temporary housing and food expenses due to being unable to occupy his home for over one month.

On 12/13/06 the Commission issued an order directing Staff to investigate and file a report by 1/17/07, following are the Staff's findings:

FINDINGS

■ The Complainant filed an informal complaint with the Missouri Public Service Commission on 3/06/06 whereby the Complainant stated he was discharged an unpaid balance of \$579.00 in Federal bankruptcy but the Company was still trying to collect that debt. According to court documents, the bankruptcy was filed on 2/12/97 by Morlyne B. Young at 1250 Ferguson, who had service at this address from 11/16/92 to 1/06/99. Morlyne B. Young was discharged from paying the debt, which was removed by the company from the account at 1250 Ferguson. This information was communicated to the complainant in Staff's 4/19/06 letter (see Schedule 1).

■ The Complainant also stated in his 3/06/06 complaint that he sold property to Rosemary B. Jackson in late 2003; however, the Complainant did not provide the address of that property or provide documentation of the property sale to Ms. Jackson. The Complainant further stated that Ms. Jackson put service in her name but the Company removed Ms. Jackson's name from the account and placed the Complainant's name on the account. The Complainant stated he was living with his brother at 1612 Nemich Drive, St Louis, MO at the time the bill was incurred; however, no documentation was provided by the Complainant to support this claim. The Complainant further stated he wanted to file a formal complaint.

The Complainant did not provide a contact telephone number with his informal complaint, therefore, his complaint was acknowledged by mail and he was advised the complaint had been sent to Laclede as an informal complaint. The acknowledgement letter briefly explained the formal complaint process (see Schedule 2).

In Staff's findings, Laclede stated that there was evidence of shared benefit of service ¹ between the Complainant and Ms. Jackson at 9414 Eastchester from 9/14/98 to 2/22/03 and at 8831 May Avenue from 2/25/03 to 5/16/03 while services were in Ms. Jackson's name. However, a social security trace conducted by the Company also placed the Complainant at both premises when the debts occurred. Services were disconnected for non-payment at 8831 May Avenue on 4/15/04, with an account balance of \$701.66. The \$701.66 account balance was assumed and paid by Mr. Young in full on 11/15/04 in order to re-establish gas service on 11/16/04. The Company noted that when the Complainant made his payment on 11/15/04, he listed yet a different social security number than previously used, which the Company's Credit and Collection Department then noted the use of multiple social security numbers.

On 9/21/05 gas service at 8831 May Avenue was turned off at the Complainant's request, leaving an unpaid balance. On 7/8/05 the Complainant established service at 2437 Wieck Drive. On 12/19/05 the \$729.31 final bill from 8831 May Avenue was transferred to the Complainant's current account on 2437 Wieck Drive.

The Complainant was advised that the complaint would not be considered for further review without the Commission's receipt of the actual documentation disputing the Company's records (see Schedule 1).

■ On 10/16/06 the Complainant called Cecilia Barr, PSC Staff; stating that Laclede was at his residence to disconnect his gas service.

¹ 4 CSR 240-13.050, Discontinuance of Service, (2)(D): "None of the following shall constitute sufficient cause for a utility to discontinue service: The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service."

Staff contacted Laclede to check the Complainant's current account status. The Company noted that on 9/18/06 a bill was mailed with a disconnect date noted on the billing for anytime after 10/09/06 and a disconnect notice was enclosed with the bill. Then on 10/05/06 the Integrated Voice Response (IVR) system called the Complainant to advise him of the pending disconnection. The Company also stated that only two payments had been made since 5/09/06; one on 8/9/06 in the amount of \$48.27 and the second made on 9/8/06 in the amount of \$44.47; leaving a total account balance due as of 10/11/06 in the amount of \$1,076.83. Therefore, the Complainant's gas service was disconnected by the Company on 10/17/06 for non-payment.

- In the Complainant's formal complaint, he states he has yet to receive a response to his 10/06/06 letter which was sent approximately six months after the closure letter sent to him on 4/19/06 regarding his informal complaint and as a result, his gas service was terminated. As shown in Schedule 3, Complainant's letter was not received until 10/17/06, the date his of disconnection.

- The Complainant's documentation received on 10/17/06 indicated that the Complainant was living at 2629 Terrace Lane, St. Louis, MO. 63136 as of 10/31/03. Based on this documentation, the Company removed Rosemary Jackson's \$421.93 debt from 8831 May Avenue from the Complainant's account.

- Given the Complainant's documentation placed him at 2629 Terrace, the Company noted an unpaid debt of \$660.10 at this location, therefore, the Company is now requesting that the Complainant pay the debt at 2629 Terrace.

The Complainant's total amount due to restore services is \$1,349.18; this figure is based on the current account balance at 2437 Wieck Drive of \$689.08 and the \$660.10 debt from 2629 Terrace.

- The Complainant questioned in his formal complaint why he received an estimated bill as a final bill; however, he did not state at which address he had received an estimated final bill. Company records indicate service at 9414 Eastchester Drive was turned off on 2/22/03. The bill had been under the name of Rosemary Jackson. Although the final bill was estimated, the subsequent customer turn-on indicated that the account had been under-estimated; however, no adjustment was made for the under-estimated final bill, which was in the customer's favor.

The final bill at 8831 May Avenue under the name of Marlyn Young, for service from 11/16/04 to 9/21/05 was estimated; however, an actual reading was obtained 10/11/06 with the turn-on for the next customer, which was 21 ccf less than the estimated final bill. A credit of \$32.19 was made to the 2437 Wieck Drive account on 11/09/06, along with the removal of the \$421.93 unpaid debt for service from 2/25/03 to 5/16/03 at 8831 May Avenue previously noted as Rosemary Jackson's account. All other accounts of the Complainant's were closed with actual readings.

■ The Complainant also noted in his formal complaint that he had been overcharged at his present address of 2437 Wieck Drive. In Staff's findings, the 2437 Wieck Drive account was adjusted for services rendered from 9/14/05 (x9478 regular reading) through 3/17/06 (x10146 regular reading) for 668 ccf's or 689.5 therms in the amount of \$996.12 to correct for estimated billings. The account balance prior to this adjustment was \$1,040.84. The previous billings from this timeframe in the amount of \$983.09 were credited back to the account, as were the late fees of \$16.79. After the adjustments and the rebilling were made to the 2437 Wieck Drive account, the account balance was \$924.42

In addition, on 5/08/06 an AMR (automated meter-reading) device was installed on the existing meter. The current account at 2437 Wieck Drive was adjusted again on 5/19/06, from 3/17/06 to 5/17/06, to correct for an overcharge. The prior account balance was \$938.29. The previous billing of \$143.77 was credited back to the account, along with \$13.85 in late fees. The account was then rebilled for 78 ccf's or 80.1 therms, in the amount of \$132.82. After the correction was made to the account, the account balance was \$913.49.

Subsequent readings were from the AMR device. The Company obtained a regular reading on 10/13/06, prior to the gas service disconnection on 10/17/06. The service from 10/13/06 to the date of disconnection on 10/17/06 was estimated at x(1)0368; however, a regular reading was obtained on 10/13/06 at x(1)0365. The next regular reading was on 11/14/06. A reading of x(1)0365 was obtained; indicating the account had been over-estimated by 3 ccf.

The prior balance on 10/25/06 at 2437 Wieck Drive was \$1,143.20; with the application of the \$454.12 credit, the account balance was reduced to \$689.08.

CONCLUSION

■ The Complainant is disputing the portion of his bill that was transferred from 8831 May Avenue Avenue, St. Louis, MO. Upon review of the documentation the Complainant provided, the Company removed \$421.93 from the current 2437 Wieck Drive account for service from 2/22/03 to 5/16/03 at 8831 May Avenue, under the name of Rosemary Jackson.

■ The Complainant maintains that he has yet to receive a response to his 10/06/06 letter and as a result, his gas service was terminated. The Complainant's letter and documentation were not received at the Commission until 10/17/06. The Complainant was provided a second closure letter (see Schedule 4) from Ms. Barr, PSC Staff on 11/21/06.

■ The Complainant maintains that he was overcharged for gas services at his present address of 2437 Wieck Drive, St. Louis, MO. 63136; however, it appears that the Company has appropriately billed the account for first the overcharge and then the undercharge (see Schedule 5).

However, as the Complainant's documentation places him at 2629 Terrace, the Company will now transfer the \$660.10 debt at 2629 Terrace, due to benefit of service.

■ The Complainant is also requesting \$3,666.00 for temporary housing and food expenses due to being unable to occupy his home for over one month. Damage claims are outside the scope of the Public Service Commission's jurisdiction. Our General Counsel has advised that with respect to the authority of this Commission, the Missouri Supreme Court has held that:

"The Public Service Commission has full authority to investigate complaints about rates or service and can make orders to remedy the situation in the future, but it cannot grant monetary relief for compensation for past overcharges or damages."

May Department Stores Company v. Union Electric Light & Power Company et al., 107 S.W.2d 41, 58 (1937)

The Commission is a regulatory body that ensures the utility is not in violation of the State Code of Regulations or the Company's approved tariffs. The Commission is not a court of law and therefore has no judicial powers. The Commission ruled in Case No. EC-99-87 that:

"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. vs. Missouri Public Service Commission.

RECOMMENDATION

Staff recommends that the Complainant's case be dismissed in its entirety, based on the review and verification of all the documentation and facts provided which reflects that the \$421.93 balance from 8831 May Avenue has been appropriately removed from the Complainant's responsibility, that the Complainant's account has been accurately assessed the transferred amount of \$660.10 from 2629 Terrace and that the Complainant's current account at 2437 Wieck Drive of \$689.08 leave the appropriate amount due of \$1,349.18.

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

Marlyn Young,

Complainant,

v.

Laclede Gas Company,

Respondent.

Case No. GC-2007-0211

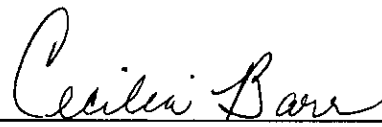
AFFIDAVIT OF CECILIA BARR

STATE OF MISSOURI

COUNTY OF COLE

) ss
)

Cecilia Barr, of lawful age, on her oath states: that she has knowledge of the matters set forth, in the Staff's Report, regarding the extent of service and billing issues for residential customers of electric, gas and water utilities and that such matters are true to the best of her knowledge and belief.

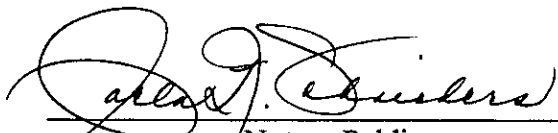

Cecilia Barr

Subscribed and sworn to before me this 17th day of January, 2007.

My commission expires

June 7, 2008




Notary Public

CARLA K. SCHNIEDERS
Notary Public - Notary Seal
State of Missouri
County of Cole
My Commission Exp. 06/07/2008

April 19, 2006

Mr. Marlyn Young
2437 Wieck Drive
St. Louis, MO. 63136

Dear Mr. Young:

This letter is in response to your Laclede Gas (Company) complaint #C200607334. In your complaint, you stated you sent a certified letter to Laclede in February 2006. Your letter alleges that Laclede is over-charging your service account and acting in bad faith by attempting to collect a discharged debt. You stated that (1) in 1997, Morlyne B. Young discharged an unpaid balance of \$579.00 in Federal Bankruptcy and Laclede is attempting to collect this debt; and (2) you sold a property to Rosemary B. Jackson in late 2003, who put service in her name; however, because you had a relationship with Ms. Jackson, Laclede put services back into your name. You further state that at this time, you were living with your brother at 1612 Nenmich Drive, St. Louis, MO. I contacted Laclede on your behalf; this is the result of my investigation.

(1). Regarding the \$579.00 discharged in the 1997 Federal bankruptcy: According to court documents, the bankruptcy was filed on 2/12/97 by Morlyne B. Young at 1250 Ferguson, who had service at this address from 11/16/92 to 1/06/99. Morlyne B. Young was discharged from paying the debt. However, the gas usage billed from 2/12/97 to 1/06/99 was still due and payable. The unpaid amount due was \$112.66. This unpaid debt was transferred to your account on 8831 May. According to court records, Marlyn Young filed for bankruptcy 8/28/00. Therefore, the \$112.66 has been removed from your current account on 2437 Wieck Drive.

(2). Regarding the property sold to Rosemary B. Jackson in late 2003: You have not provided documentation of the property being sold to Ms. Jackson; however, there is evidence that you both shared benefit of service at 9414 Eastchester (September 1998 to February 2003) and at 8831 May (February 2003 to May 2003), while the services were in Ms. Jackson's name. A social security trace places you at both premises when the debts were incurred. The unpaid debts of \$421.93 were transferred to your account on 8831 May. On 9/21/05 the gas service at 8831 May was turned off per your request.

Mr. Marlyn Young
April 19, 2006
Page 2

In December 2003, Laclede was notified by the Post Office that Ms. Jackson's forwarding address was 8831 May. On 7/08/05 you established service at 2437 Wieck. The final bill of \$729.31 from 8831 May was transferred to your account on 2437 Wieck.

Laclede issued a rebill on the account 3/30/06 to correct an over-estimation from 9/14/05 (x9478) to 3/17/06 (x0146). The account balance of \$924.42 is due on 04/13/06 and delinquent on 4/24/06. A statement of bills and payments is attached.

Chapter 13, Service and Billing Practices for Residential Customers of Electric, Gas and Water Utilities, 4 CSR 240-13.050 (2) (B) The failure of a customer to pay for service received at a separate metering point, residence or location. In the event of discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, a utility may transfer and bill any unpaid balance to any other residential service account of the customer and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this rule. 4 CSR 240-13.050 (2) (D) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service.

In closing, this informal complaint will not be reconsidered for further review without the Missouri Public Service Commission's receipt of the actual documentation disputing the Company records.

Sincerely,

Cecilia Barr
Consumer Services Specialist

Attachment: Statement of bills and payments

Missouri Public Service Commission

From the desk of Cecilia

Consumer Services Specialist

March 8, 2006

P.O. Box 360
Jefferson City, MO. 65102
Consumer Hotline: 1-800-392-4211

Ms. Morlyne B. Young
2437 Wieck Drive
St. Louis, MO. 63136

Dear Ms. Young:

This note is to acknowledge receipt of your Laclede C200607334. In your complaint, you stated you wanted to file a formal complaint.

A formal complaint must be filed in written form including an **original and nine (9) copies** addressed to **Secretary of the PSC, ATTN: Data Center, P.O. Box 360, Jefferson City MO 65102-0360**. 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.

As a phone number was not provided with your complaint, I am advising you by mail that your complaint has been sent to Laclede as an informal complaint. Please allow 2 weeks for a response.

If you are unsatisfied with the informal complaint results, you can contact me to request the formal complaint paperwork.

In the meantime, if you have an urgent question, I may be reached toll-free at 1-800-392-4211.

Sincerely,

Cecilia

Schedule 2

OCT-17-2006 11:25

MO PUBLIC SERVICE COM

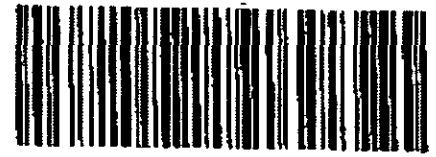
573 526 1500 P.09

Schedule 3

Marlyn Young
2437 Wieck Drive
St. Louis, MO 63136

RETURN RECEIPT
REQUESTED

CERTIFIED MAIL



7005 1820 0007 4576 2161



0000



65102

U.S. POSTAGE
PAID
ST LOUIS, MO
63104
OCT-12-06
AMOUNT
\$4.88
00023023-15

Missouri Public Service Commission
Ms. Cecilia Barr
P.O. Box 360
Jefferson City, MO 65102

65102-0360-8888

TOTAL P.09

October 6, 2006

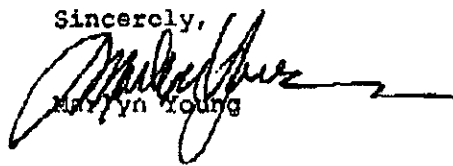
Missouri Public Service Commission
Ms. Cecilia Barr
P.O. Box 360
Jefferson City, MO 65102

Dear Ms. Barr:

This letter is a response pursuant to an informal complaint #C200607334 with Laclede Gas Co.

In the second paragraph of your letter dated April 19, 2006, You indicated that a social security number trace places you Both at 9414 Eastchester and 9831 May St. Louis, Mo. Tracing my social security number you would also find that I am a Real Estate investor, and I once was the owner of both properties. You will also find many other addresses in my credit file of properties that I own and with tenants occupying them. I am enclosing evidence that I didn't reside at the addresses mentioned above. I had my own residence. I guess Laclede Gas Co., can also establish that I have a shared benefit relationship with my Tenants. Since I owe several residential and commercial properties, how utterly ridiculous. I sold and rented these properties to Ms. Jackson. No one still has answer my question as to why an entire bill was transferred to my account other than to falsely claim that I supposedly lived somewhere else other than my residence. Laclede Gas, hasn't prove that I lived at either address. Incidentally, why am I getting estimated gas reading as a final bill..what happen to the actual gas readings. These are NOT ACTUAL Readings????? You made no comment about a Laclede Gas Co. statement full of estimated reading. In closing I found absolutely NO EVIDENCE from any documentation or statements Laclede Gas Co. provided that proved that I owed them \$1,000. I am requesting that Laclede Gas remove \$1,000 from my statement. That Laclede Gas Co. desist from this collection effort. If they persist in this effort I will take whatever means to protect my economic interest.

Sincerely,



Marilyn Young

Marlyn Young
2437 Wieck Drive
St. Louis, MO 63116

RECEIVED
OCT 17 2006

CUSTOMER SERVICES
PUBLIC SERVICE COMMISSION

P.01 573 526 1500

MO PUBLIC SERVICE COMM

OCT-17-2006 11:22



* 2003103101021 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
DTX

GRANTOR
JACKSON ROSEMARY B

TO

GRANTEE
MERRIMAN KAREN

PROPERTY
DESCRIPTION:

ESTATE OF ANN B JENNING LOT PT 2 BLK 3 PB 9 PG 15

Lien Number

Notation

Location

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
1,021

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 31 day of October 2003 at 01:36 PM and is duly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

John R. P.
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.L.

RECORDING FEE \$58.00
(Paid at the time of Recording)

Mail to:

[Empty box for mailing address]

Destination code: 19

P

B-15435 P-2460/2464

573 526 1500 P.02

MO PUBLIC SERVICE COMM

OCT-17-2006 11:23

4
NON-STANDARD per RSMo 59.310

Space above this line is recording data

TITLE OF DOCUMENT: Deed Of Trust

DATE OF DOCUMENT: 10-21-03

BORROWER / GRANTOR: Rosemary Jackson, A Single Person

GRANTOR ADDRESS: 8831 May Ave, St. Louis, Mo. 63136

LENDER / GRANTEE: Marilyn Young

GRANTEES ADDRESS: 2629 Terrace Lane, St. Louis, Mo. 63136

LEGAL DESCRIPTION: The East 50 feet of the West 95 feet of the North 165 feet of Lot 2 in Block 3 of the second subdivision of the estate of Ann B. Jennings, deceased according to the plat thereof recorded in plat book 9 page 15 of the St. Louis County Records, excepting therefrom that part conveyed to the County of St. Louis for road purposes by deed recorded in book 1768 page 205.

REFERENCE BOOK AND PAGE, IF REQUIRED:

03MO12014

AFTER RECORDING RETURN TO:
NATIONS TITLE AGENCY OF MISSOURI, INC.
2 Cityplace Drive
Suite 100
St. Louis, MO 63141

Record As

NON-STANDARD per RSMo 59.310

573 526 1500 P.03

MO PUBLIC SERVICE COMM

OCT-17-2006 11:23

DEED OF TRISTY

TRAVIS DUNNED. Made on this 10/23/2003, by and between Ramsey B. Jackson whose address is 6821 May Ave.

Many Ave.
 South Lond. MO 63136 of the Family of Saint Louis and State of Missouri, party or parties of the first part, or Brouwer(s), and Karen Krammman whose address is 12348 Leachwood Road, St. Louis, MO 63146, County of Saint Louis and State of Missouri, party or parties of the second part, or Trachten(s), Karen Young whose address is 26639 Teton Dr. 63146, of the County of Saint Louis and State of Missouri, truly a party of the third part, or Brouwer(s).

WITNESSETH, that the said party or parties of the first part, for need in consideration of the do, and with her estate, demised and conveyed, and the sum of £1000 pounds to hold party or parties of the first part party by the said party or parties of the second part, the receipt of which is hereby acknowledged, these or do by these process, Grand Jurors and Will, *Amey* and *Conyngham* unto the said party or parties of the second part the following described *Academy*, situated in the County of *St. Louis* and State of *Missouri*, to wit:

The \$100 feet of the West 95 feet of the North 165 feet of lot 2 in Block 3 of the second subdivision of the City of Los Angeles, California, according to the plat thereof recorded in public book 9 page 12 of the 31-
do return of Ann B. Jennings, deceased, according to the plat thereof recorded in public book 9 page 12 of the 31-
1/2 lots (Twenty Acres), containing thereupon that part conveyed to the County of St. Louis for land purposes
by deed recorded in book 1766 page 206.

[illegible][illegible][illegible][illegible]

Knowing he may get a better deal on his benefits, there's no one after him and he may not be covered by any prior first-of-its-kind, reduction of interest or principal, after leaving income due and payable, still remain viable, then all of said debts become described still, as the option of the holder thereof, becomes due and payable at once, including due on that date or not.

Without the various context of the third party, an equally interest will be created or retained in the created under the provisions of the Missouri Uniform Commercial Code, as same, together with any amendments or supplements thereto, may be in effect, with respect to any goods, fixtures, equipment, accessories or supplements thereto, may be in effect, with respect to any goods, fixtures, equipment, accessories, or articles of personal property now retained to or used in heretofore intended to be used in

[illegible]

AND the end party of the Second Van ceremony finally, no perform and fulfill the work having created better health, however, they are still suffering at the moment.

संयोजक

IN WITNESS WHEREOF, said parties have executed these pencils at the day and year first above written.

Wm. H. Fisher
 Wm. H. Fisher
 CO. CLERK, U.S. DISTRICT COURT

FOOTNOTES

PARTY OF THE 2ND PART / POON BARY STAFF

PATENT OF THE INVENTOR / Applicant: Morgan Company, LLC

STATE OF MISSOURI
COUNTY OF St. Louis

IDENTITY / 03M133ZU14



1999071601162*

DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL
CLAYTON, MO 63105

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

TYPE OF INSTRUMENT GRANTOR TO GRANTEE
QCD B1 STATE HOUSING SYSM YOUNG MARLYN

PROPERTY DESCRIPTION: WOODLAND HEIGHTS LOT 14 PB 7 PG 8

Lien Number	Notation	Document Number 1,162	Locator
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STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 16 day of July 1999 at 12:15 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Daniel T. O'Leary
Recorder of Deeds
St. Louis County, Missouri

J. Allen
Deputy Recorder

RECORDING FEE \$21.33

(Paid at the time of Recording)

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

Mail to:

Marilyn Young
2624 Terrace Lane
St. Louis, MO 63136

B-12202 P-2355/2357

Designation code M Do Not Remove This Page

P.06 573 526 1500

MO PUBLIC SERVICE COMM

OCT-17-2006 11:24

QUIT CLAIM DEED

This Deed, Made and entered into this 16th day of July, 1999, by and between

Bi-State Housing System
1515N Watson Rd. St. Louis, MO 63132
a Company organized and existing under the laws of the State of Missouri with its principal office
in the County of St. Louis State of Missouri party of the first part, and

Marlyn Young A Single Person
9414 Eastchester Dr St. Louis, MO
63136

of the County of St. Louis, State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis, MO to-wit:

LOT 14 OF WOODLAND HEIGHTS, A SUBDIVISION IN THE
ST. LOUIS COUNTY, MISSOURI ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 7, PAGE 6 OF THE
ST. LOUIS COUNTY RECORDS ALSO KNOWN AS 2929 TERRACE LANE

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever. So that neither the said party or parties of the first part, nor its successors and assigns, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first and second parts have hereunto set their hands the day and year first above written. the said party of the first part has caused these presents to be signed by its Owner, and its CO. seal to be hereunto affixed.

Marlyn Young PART OF THE SECOND PARTY
David Young OWNER PART OF THE FIRST PARTY
PARTY OF THE SECOND PARTY PARTY OF THE FIRST PARTY

STATE OF MISSOURI, }
OF }
COUNTY OF ST. LOUIS }
before me appeared David Young to me personally known,
who, being by me duly sworn, did say that he is the Owner of Bi-State Housing System
a COMPANY of the State of Missouri, and that the seal affixed to the foregoing instrument is the Co-
mpany seal of said company and that said instrument was signed and sealed in behalf of said company/by authority
of its Owner : and said Owner David Young acknowledged
said instrument to be the free act and deed of said Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State the day and year first above written.

My term expires

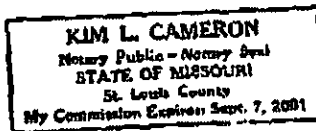
KIM L. CAMERON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Sept. 7, 2001

Kim L. Cameron
Notary Public

Schedule 3

STATE OF MISSOURI } ss. On this 16th day of July 1999, before me personally appeared
of County of St. Louis Marilyn Young
to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that
has executed the same as his free act and deed, as the party or parties of the second part.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
and State aforesaid, the day and year first above written.

My term expires



Kim L. Cameron
Notary Public

STATE OF MISSOURI } ss. On this day of 19
of
before me appeared to me personally known.
who, being by me duly sworn, did say that he is the President of
a corporation of the State of , and that the seal affixed to the foregoing instrument is the cor-
porate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority
of its Board of Directors; and said acknowledged
said instrument to be the free act and deed of said corporation as party of the part.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and
State the day and year first above written.

My term expires

Notary Public

QUIT CLAIM DEED

FROM

TO

Schedule 3



Commissioners

JEFF DAVIS
Chairman

CONNIE MURRAY

STEVE GAW

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

Missouri Public Service Commission

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

WESS A. HENDERSON
Executive Director

DANA K. JOYCE
Director, Administration

ROBERT SCHALLENBERG
Director, Utility Services

WARREN WOOD
Director, Utility Operations

COLLEEN M. DALE
Secretary/Chief Regulatory Law Judge

KEVIN A. THOMPSON
General Counsel

November 21, 2006

Mr. Marilyn Young
2437 Wieck Drive
St. Louis, MO. 63136

Dear Mr. Young:

This letter is a follow-up to your phone call of 10/16/06 regarding your Laclede billing and service issues. In your 10/16/06 phone call, you stated you were upset that the 4/12/06 letter from me stated that the 3/08/06 complaint matter was closed; however, you did remember that the letter stated the matter would not be investigated further until you provided documentation to dispute the Company's documentation. You filed a lawsuit and the civil case was dismissed.

In your 10/16/06 call, you stated that Laclede was at the residence to disconnect service. My call to Laclede on your behalf revealed that only 2 payments had been made since April 2006; \$44.47 on 9/08/06 and \$48.27 on 8/09/06 and the service was being disconnected for non-payment.

You stated 4 CSR 240-13.045, Disputes, indicates that no payment was required. However, the rule reads as follows: "(5) If a customer disputes a charge, s/he shall pay to the utility an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. (6) If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to the utility, at the utility's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. (7) Failure of the customer to pay to the utility the amount not in dispute within four (4) working days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service and the utility may then proceed to discontinue service as provided in this rule."

Schedule 4

Mr. Marilyn Young
November 21, 2006
Page 2

You further stated you sent a certified letter to my attention on Thursday, 10/12/06; however, you did not state whether you had the signed receipt back. Both the PSC Data Center and the PSC Mailroom advised your letter had not yet been received. The letter was not received until 10/17/06 and it was immediately forwarded to Laclede for review.

Based on a review of the documentation you provided, Laclede's Credit and Collections Department has advised the following:

On 10/17/06 gas service at 2437 Wieck was disconnected at the curb due to non-payment. On 10/31/06 an adjustment was issued on the previous account at 8831 May, due to an over-estimation. The adjusted credit balance of \$32.19 will be transferred to the account at 2437 Wieck.

The account balance presently outstanding at 2437 Wieck includes two bills accumulated by Rosemary Jackson, which total \$421.93. These account balances were previously tied to you through social security number traces and other information.

The account balance now outstanding at 2629 Terrace Ave. is \$660.10, in the name Rosemary Jackson. Review of the Deed of Trust recently submitted by you indicates you listed 2629 Terrace as your address on October 24, 2003. You also listed 2629 Terrace Ave. as your home address in 2002 and 2004 per documents available through public records.

You were previously held responsible for balances amounting to \$421.93, accumulated under the name of Rosemary Jackson at 8831 May Ave. and 9414 Eastchester Drive. The documentation provided by you on 10/17/06 (specifically the Deed of Trust listing your address as 2629 Terrace Ave. as of October 2003), along with other information available, ties you to the \$660.10 debt accumulated at 2629 Terrace, which is presently outstanding in the name of Rosemary Jackson. Due to the information showing you at 2629 Terrace, Laclede will initiate reversal of the \$421.93 in debts previously transferred prior to November 2003 at 8831 May Ave and from 9414 Eastchester.

Due to the recent documentation you provided, in addition to other information available which places you at 2629 Terrace Avenue, Laclede will now require payment of the \$660.10 debt at 2629 Terrace, prior to restoration of service at 2437 Wieck, due to your benefit of service at 2629 Terrace during the accumulation of the \$660.10 bill at 2629 Terrace. The remaining debt at 2437 Wieck will be \$689.08; following the removal of the \$421.93 debts noted above and following the \$32.19 credit adjustment from your prior account at 8831 May. Therefore, you are responsible for bills amounting to \$1,349.18 (\$689.08 plus \$660.10) prior to restoration of service at 2437 Wieck.

Mr. Marlyn Young
November 21, 2006
Page 3

This concludes our investigation of your informal complaint. Receipt of this letter serves as your notice of closure into this matter. If you are dissatisfied with the resolution, it is our responsibility to advise you that under Commission rule 4 CSR 240-13.070 (4), you may file a formal complaint.

For your convenience, please contact us within 31 days from the date of this letter to request a formal complaint packet. The formal complaint process is a quasi-judicial process similar to a civil court hearing, whereby all parties are responsible for presenting their facts to the Commission.

I hope that I have been able to address your concerns. Thank you for contacting our office regarding this matter. If I can assist you further in any way, please do not hesitate to contact me at 1-800-392-4211.

Sincerely,

Cecilia Barr
Consumer Specialist II
Missouri Public Service Commission

DEPT. 9

LACLEDE GAS COMPANY
STATEMENT OF BILLS & PAYMENTS
JANUARY 09, 2007

YOUNG, MARLYN
2437 WIECK DR
ST LOUIS, MO 63136

PAGE 0001

SERVICE ADDRESS: 2437 WIECK DR
ACCT. NO: 309861-004

DATE	TRANSACTION	SERVICE DATES FROM - TO	METER READING	THERMS	BILLS/ PAYMENTS	BALANCE
BALANCE AS OF 07-14-05						0.00
07-14-05	SERVICE INITIATION FEE				36.00	36.00
09-02-05	REBILL	07/08/05-08/15/05	9475E	14.3	33.10	69.10
09-19-05	SERVICE-RANGE REPAIR				99.87	168.97
09-19-05	BILL	08/15/05-09/14/05	9478R	3.1	16.99	185.96
10-12-05	LATE PAY CHRG-GAS SERVICE				1.29	187.25
10-12-05	LATE PAY CHRG-SERVICE WORK				1.50	188.75
10-18-05	REBILL	09/14/05-10/13/05	9506E	28.6	43.26	232.01
10-20-05	PAYMENT-GAS SERVICE				130.64	101.37
10-20-05	PAYMENT-SERVICE WORK				19.36	82.01
11-10-05	LATE PAY CHRG-SERVICE WORK				1.23	83.24
11-17-05	REBILL	10/13/05-11/14/05	9581E	77.0	95.59	178.83
12-12-05	LATE PAY CHRG-GAS SERVICE				1.43	180.26
12-12-05	LATE PAY CHRG-SERVICE WORK				1.25	181.51
12-16-05	PAYMENT-GAS SERVICE				95.59	85.92
12-16-05	PAYMENT-SERVICE WORK				83.24	2.68
12-19-05	ACCOUNT TRANSFER				729.31	731.99
12-19-05	REBILL	11/14/05-12/14/05	9779E	204.7	302.56	1,034.55
01-20-06	REBILL	12/14/05-01/17/06	9975E	202.7	295.99	1,330.54
02-14-06	LATE PAY CHRG-SERVICE WORK				0.02	1,330.56
02-21-06	REBILL CWR	01/17/06-02/15/06	0147E	177.5	245.69	1,576.25
02-21-06	PAYMENT-GAS SERVICE				273.79	1,302.46
03-14-06	PAYMENT-GAS SERVICE				277.00	1,025.46
03-16-06	LATE PAY CHRG-GAS SERVICE				15.36	1,040.82
03-16-06	LATE PAY CHRG-SERVICE WORK				0.02	1,040.84
03-29-06	ACCOUNT TRANSFER				112.66	928.18
03-30-06	BILL ADJUSTMENT CREDIT				983.09	54.91
03-30-06	LATE PAY CREDIT-GAS SERVICE				16.79	71.70
03-30-06	BILL	09/14/05-03/17/06	0146R	689.5	996.12	924.42
04-21-06	REBILL	03/17/06-04/18/06	0242E	98.8	143.77	1,068.19
05-09-06	PAYMENT-GAS SERVICE				143.77	924.42
05-16-06	LATE PAY CHRG-GAS SERVICE				13.85	938.27
05-16-06	LATE PAY CHRG-SERVICE WORK				0.02	938.29
05-19-06	BILL ADJUSTMENT CREDIT				143.77	794.52
05-19-06	LATE PAY CREDIT-GAS SERVICE				13.85	780.67
05-19-06	BILL	03/17/06-05/17/06	0224R	80.1	132.82	913.49
06-20-06	BILL	05/17/06-06/16/06	0256R	32.7	56.24	969.73
07-13-06	LATE PAY CHRG-GAS SERVICE				14.53	984.26
07-13-06	LATE PAY CHRG-SERVICE WORK				0.02	984.28

DEPT. 9

IACLEDE GAS COMPANY
STATEMENT OF BILLS & PAYMENTS
JANUARY 09, 2007

YOUNG, MARLYN
2437 WIECK DR
ST. LOUIS, MO 63136

PAGE 0002

SERVICE ADDRESS: 2437 WIECK DR
ACCT. NO: 309861-004

DATE	TRANSACTION	SERVICE DATES FROM - TO	METER READING	THERMS	BILLS/ PAYMENTS	BALANCE
07-20-06	BILL	06/16/06-07/18/06	0282R	26.5	48.27	1,032.55
08-09-06	PAYMENT-GAS SERVICE				48.27-	984.28
08-14-06	LATE PAY CHRG-GAS SERVICE				14.74	999.02
08-14-06	LATE PAY CHRG-SERVICE WORK				0.02	999.04
08-18-06	BILL	07/18/06-08/16/06	0305R	23.6	44.43	1,043.47
09-08-06	PAYMENT-GAS SERVICE				44.47-	999.00
09-12-06	LATE PAY CHRG-GAS SERVICE				14.96	1,013.96
09-12-06	LATE PAY CHRG-SERVICE WORK				0.02	1,013.98
09-18-06	BILL	08/16/06-09/14/06	0330R	25.5	46.94	1,060.92
10-11-06	LATE PAY CHRG-GAS SERVICE				15.89	1,076.81
10-11-06	LATE PAY CHRG-SERVICE WORK				0.02	1,076.83
10-17-06	BILL	09/14/06-10/13/06	0357R	27.6	49.72	1,126.55
10-25-06	BILL	10/13/06-10/17/06	0368E	11.2	16.65	1,143.20
11-09-06	PAYMENT-GAS SERVICE				454.12-	689.08

TOTAL ACCOUNT BALANCE \$689.08

*68

THE ABOVE ACCOUNT BALANCE DOES NOT REFLECT
ANY BUDGET OR PAYMENT ARRANGEMENTS YOU MAY
HAVE MADE. REFER TO YOUR LAST BILL FOR
INFORMATION ON YOUR AMOUNT DUE.

EXPLANATION OF METER READING CODES

R - REGULAR READING

S - CUSTOMER READING

E - ESTIMATE