

OF THE
STATE OF MISSOURI

FILED³

FEB 22 2007

Name: NORMAN HARROLD
Complainant

vs.

Company Name: LACLEDE GAS CO.
Respondent

Missouri Public
Service Commission

Case No.

COMPLAINT

Complainant resides at 15638 Debridge Way
(address of complainant)
FLORISSANT, MO. 63034

1. Respondent, _____
(company name)

of _____
(location of company), 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:

I, Norman Harrold, resided at 5918 Theodore Avenue, St. Louis Missouri as the homeowner and gas customer for decades. Acting responsibly during this time, I requested and got an outside reading device installed to assure actual gas usage billings from the Laclede Gas Company. In June of 2001 I terminated the gas service after years of actual usage billings. The final bill (after the application of a deposit credit) was for a credit of \$165.27.

- My daughter, Kenya Grimmet, immediately began service at the Theodore address. Unknowingly, she received estimated billings there until she moved, leaving the property vacant in September of 2004. She began service at a new address. Laclede failed to obtain a final meter reading, or to terminate her service on Theodore.

- After discovering this failure, my wife and I acted responsibly by requesting that the service on Theodore be placed back in our name, and that the bill be rendered at our new address. In error, Kenya's bill was rendered at our new address. Again, there was no final reading obtained or asked for. Unknown to us, the bills for the now vacant property continued to be estimated and billed to Kenya's account.

- A meter (AMR) change in March of 2006 resulted in a \$1255.31 under-billing re-bill charge. We immediately called Laclede to dispute the re-bill. During phone conversations, we explained that the property had been vacant for the period of the disputed bill, that there was a remote reader installed for obtaining actual monthly readings, and thus we suspected erroneous equipment or an improper meter change procedure to have caused the excessive billing.

(CONTINUED ON NEXT PAGE)

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

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

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- In summary, our dispute with Laclede gas resulted from Laclede irresponsibly ignoring the billing practices of the Missouri Code of State Regulations under Title 4 CSR 240-13:
- This dispute resulted from Laclede Gas's failure notify us of excessive estimated billing periods, and the failure to resolve the dispute resulted from Laclede's decision to ignore our complaints.
- We were not notified of the cessation of the use of a formally installed remote reading device, which resulted in subsequent estimated billings for the disputed period of June of 2001 to April of 2006.
- We were not notified of the estimated billing done throughout this disputed period, or of our option to provide customer readings.
- We were not informed of a need to obtain an actual meter reading, or the potential danger of service discontinuance due to our failure to provide Laclede access to the meter.
- Our challenge of the accuracy/reliability of the metering equipment did not result in the testing of such.
- We were offered no explanation as to the reliability of the meter (AMR) change process.
- No adjustment to the estimated re-billing was made, although the estimates should have been reduced because the property was vacant for the entire disputed re-bill period.
- The period of the rendered re-bill is improperly begun on an estimated beginning reading. This estimated beginning reading is different from the reading previously billed to ~~the~~ us.
- Laclede Gas failed to inform us of our right to file a complaint with the PSC to help address the dispute and to avoid service discontinuance.

~~Date~~ _____

~~Signature of Complainant~~ _____

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

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

Laclede's response was to ignore all of our complaints, fail to notify me of the lengthy estimated billings periods that resulted in the dispute, and threaten discontinuance of my gas service. To avoid service discontinuance, and to bide time to continue the dispute, my wife attempted to make arrangements to pay on the disputed bill. At this time she did not believe that making payment arrangements on the disputed bill would authorize Laclede to assign Kenya's account to us. While waiting for a formal written agreement to be mailed (which we never received), the service at Theodore was discontinued without notice. Laclede followed this action by assigning the account in dispute to my current residence.

We were informed by friends and family of the option of remedying the dispute by filing an Informal Complaint with the PSC. We filed. My immediate efforts to obtain account usage records from Laclede, that would clearly demonstrate my claim of Laclede's improper billing practices, has been thwarted by their failure to provide the same.

WHEREFORE, Complainant now requests the following relief:

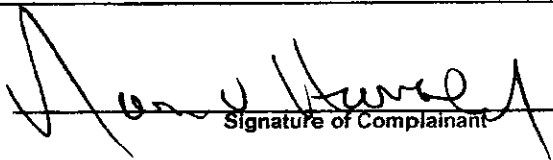
Laclede Gas must correct the erroneous rebilling that they provided us. Regulation prohibits the use of estimated readings to begin or end a rebilling. (Note: the re-billing rendered to us began with an estimated reading that differed from the originally mailed billing! Perhaps this was done to avoid the use of the only two actual readings that were obtained by Laclede).

Only two actual readings are needed to estimate the gas usage for the period that Laclede attempted to re-bill. The first actual reading was the account's initial reading of 1550 (in June of 2001). The second actual reading was at the time of the meter (AMR) change, and was 8336 (in April of 2006). Only these two actual readings are available to calculate the estimated usage for the period to be re-billed. These beginning and ending actual readings demonstrate that 6786 CCF was used in a 58 month period.

The re-bill period was from September of 2004 to April of 2006, for a total of 19 months. 19 of 58 months is equal to 32.8 % of the total estimated usage period. 32.8% of the calculated usage is equal to 2225.8 CCF. We were over-billed by at least 342.2 CCF (2568 CCF re-billed, minus 2225.8 CCF calculated). If the monthly usage rate for the re-billed period was 50% of the rate in the occupied period (as I contend), the estimated monthly usage would be 70 CCF. The calculated re-bill period usage would be 1330 CCF (70 CCF x 19 months) versus 5456 CCF (140 CCF x 39 months) for the remaining months. Thus the over-billing, was actually 1238 CCF (2568-1330 CCF).

I thus believe that we are due a over-billed adjustment for 1238 CCF.

FEB 20, 2007
Date


Signature of Complainant

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

Note: see supporting documentation attached:
- 5918 Theodore Ave. kw usage.
- Prorated gas usage estimates.

5918 THEODORE AVE. KW USAGE:

(Comparison of % usage of occupied to unoccupied period, using monthly/period average totals)

YEARS:

BILLING PERIOD	2003-04	2003	2004	2004	2005	2006	2004-06
1	1029	1176	881	x	626	427	527
2	778	x	778	x	536	409	473
3	820	866	774	x	516	389	453
4	709	602	815	x	262	305	284
5	897	507	1287	x	276	218	247
6	1041	505	1576	x	327	351	339
7	1980	1571	2389	x	247	1581	914
8	1756	2169	1343	x	198	561	380
9	1039	834	1243	x	119	131	125
10	686	686	x	483	124	115	241
11	804	804	x	521	278	99	299
12	941	941	x	396	773	127E	432
		12,091 TOTAL					4,714 TOTAL

4714 (AVERAGE KW USAGE, UNOCCUPIED PERIOD)

_____ =

= 38.98 %

12091 (AVERAGE KW USAGE, OCCUPIED PERIOD)

PRORATED GAS USAGE ESTIMATES (1):

(Note: This chart shows estimated use rates adjusted for a 50% reduction in usage during vacant period)

DATES/PROPERTY STATUS:	GAS USE RATE:	METER READINGS:	GAS USAGE:	BILLING PERIODS:
Total Disputed Period: 6-2-01 TO 4-12-06	117	1550A TO 8314A	8336A -1550A <u>6786T CCF</u>	58
Occupied Disputed Period: 6-2-01 TO 9-10-04	139.92	(5457 E) (+1550 A) <u>= 7007E</u>	5457E CCF (39 x) (139.92)	39
Unoccupied dispute Period: 9-10-04 TO 4-12-06	69.96	(1329E) (+7007E) <u>= 8336A</u>	1329E CCF (19 x) (69.96)	19

T= total, A = actual, E = estimate

ADJUSTED USAGE RATE CALCULATIONS:

(Note: 39 months at a rate of X, plus 19 months at a rate or X/2, = 48.5 x)
 (6786 total CCF usage, divided by 48.5, = an occupied period use rate of 139.92 CCF per month)
 (the unoccupied period use rate is half the occupied; or 69.96 CCF per month.)

(Note: The chart below prorates gas usage estimates as a percent of vacant versus occupied time periods.)

GAS USAGE ESTIMATES(2):

DATES/PROPERTY STATUS:	% GAS USAGE:	METER READINGS:	GAS USAGE:	BILLING PERIODS:
Total Disputed Period: 6-2-01 TO 4-12-06	100%	1550A TO 8314A	8336A -1550A <u>6786T CCF</u>	58
Occupied Disputed Period: 6-2-01 TO 9-10-04	67.2% (39/58)	(4563E) (+1550 A) <u>= 6113E</u>	4563E CCF (.672 x) (6786T)	39
Unoccupied dispute Period: 9-10-04 TO 4-12-06	32.8% (19/58)	(2223E) (+6113E) <u>= 8336</u>	2223E CCF (.328 x) (6786T)	19