

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

Locustwood Associates,)	
)	
Complainant,)	
)	
v.)	<u>File No. GC-2018-0267</u>
)	
Spire Missouri, Inc. d/b/a Spire)	
)	
Respondent.)	
)	
CERTIFIED MAIL)	

**NOTICE OF SMALL FORMAL COMPLAINT AND ORDER DIRECTING
STAFF INVESTIGATION**

Issue Date: April 4, 2018

Effective Date: April 4, 2018

On March 30, 2018, Locustwood Associates (Complainant) filed the attached complaint with the Missouri Public Service Commission against Spire Missouri, Inc. (Respondent). A copy of the complaint accompanies this notice. This is a contested case¹ pursuant to Section 386.390, RSMo 2016. Because this complaint involves less than \$3,000, it shall proceed under the Commission's small complaint procedure at 4 CSR 240-2.070(15). If any party believes that this matter should not proceed under the small complaint procedure, that party may file a motion consistent with the Commission's rule.

The Commission will set a 30-day deadline for Respondent to file an answer. In the alternative, Respondent may file a written request that the complaint be referred to a neutral third-party mediator for voluntary mediation. Upon receipt of requests for

¹ A "[c]ontested case' means a proceeding before an agency in which legal rights, duties or privileges of specific parties are required by law to be determined after hearing." Section 536.010.4, RSMo 2016.

mediation, the 30-day time period shall be tolled while the Commission ascertains whether Complainant is also willing to submit to voluntary mediation.

In accordance with the Commission's procedural rules the Commission will direct the Staff of the Commission to investigate this complaint and file its report detailing its findings and recommendations. As required by Section 536.067(2)(f), RSMo 2016, the Commission informs the parties that the Commission's provisions governing procedures before the Commission, including provisions relating to discovery, are found at Commission Rule 4 CSR 240-2.090.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall send, by certified mail, a copy of this notice and order and a copy of the complaint to:

Attn: Legal Department, 6th Floor
Spire Missouri, Inc.
700 Market Street
St. Louis, MO 63101

2. Spire Missouri, Inc. shall file a response to this complaint no later than May 4, 2018.

3. The Staff of the Commission shall investigate and file a report detailing its findings and recommendations no later than May 21, 2018.

4. This order shall be effective when issued.

BY THE COMMISSION



A handwritten signature in cursive script that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Kim S. Burton, Senior Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 4th day of April, 2018.

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

Name: Locustwood Associates
Complainant

vs.

Company Name: Spire Missouri Inc.
Respondent

Case No.

FORMAL COMPLAINT

Complainant resides at 120 CATENSON TERRACE
Hartsdale NY 10530
(Address of Complainant)

1. Respondent, Spire Missouri, Inc.
(Company Name)
of 700 MARKET ST. ST. LOUIS, MO. 63110, is a public utility under the
(Location of Company)
jurisdiction of the Public Service Commission of the State of Missouri.

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

see attached

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

See Attached

WHEREFORE, Complainant now requests the following relief:

See Attached

03-28-18
Date

914 391 5647
Complainant's Phone Number


Signature of Complainant

ajw01@optonline.net

Complainant's E-mail Address

Missouri Bar #26752

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

March 30, 2018

Formal Complaint by Locustwood Associates, a Missouri Partnership (Complainant) versus Spire, Missouri, Inc., a public utility regulated by the Missouri Public Service Commission (referred to as Spire or Respondent).

2. Basis for the complaint and the relevant facts regarding this complaint.

The service address is 9922 Locust Street, Kansas City Missouri 64131 ("9922"), which is a rental unit; a copy of the lease with the tenant is attached. Spire turned off service and put a lock box on the meter for 9922 on September 8, 2017 for non-payment of gas bills. Locustwood Associates (Locustwood) had a revert to owner agreement with Spire for 9922 and all other 15 rental units for units 9900-9914 and 9916-9930 Locust Street Kansas City Missouri 64131. Spire had an obligation to provide safe, proper and adequate service to Locustwood, and it failed to meet its duty and obligations under Public Utility Laws and Regulations. Spire never notified Locustwood that gas service had been turned off to 9922, and as a result, water pipes in the unit froze and were damaged due to the lack of heat. Locustwood inspected the property on December 30, 2017 and found that gas meter had a lock box on it and that several pipes had frozen due to the lack of heat. For the period from September 8, 2017 to December 30, 2017, Locustwood had no notice from Spire that the gas service was shut off, and Spire took no action to notify Locustwood or revert service to Locustwood. Locustwood had a security deposit for 9922 which could have been used to pay any past due gas bills and to maintain service to the unit so that heat was available to the unit. Locustwood sustained damages to the unit in the amount of \$3,079.50. Locustwood had a deductible of \$2,500.00 on its insurance policy covering the unit. The insurance company paid Locustwood \$579.50, which leaves a loss of \$2,500.00 for which Locustwood is seeking recovery from Spire by filing this Formal Complaint.

3. Steps taken to resolve the matter with Spire

Locustwood sent a letter to Spire on February 13, 2018 making a claim and on February 20, 2018, Locustwood received a response from Spire denying the claim (copies of the claim and the response are attached hereto).

Relief Requested

Locustwood requests that the Missouri Public Service Commission find that Spire failed to provide safe, proper and adequate service required under the laws and rules governing a Public Utility by its failure to notify Locustwood of the shut off of gas service prior to the onset of weather that resulted in frozen pipes and damages to the property. In addition, Spire's failure to revert service to Locustwood for over 4 months is a failure to provide safe, proper and adequate service. Spire also failed to notify Locustwood of the gas shut off so that Locustwood could use the security deposit to restore gas service to 9922. Locustwood asks for damages in the amount of \$2,500.00 costs and attorney fees in this matter.

Locust Wood Townhomes								
Rent Roll 10/18/2017								
Unit	Tenant	Lease Commencement	Lease Expiration	Apt Rent	Pet Rent	Security Deposit	Pet Deposit	Other Deposit
9900	Maxine McMullen	9/1/2008	9/30/2009	\$ 875.00	\$ -	\$ 600.00	\$ 200.00	\$ -
9902	Carshelia Wallace	8/1/2012	8/31/2013	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -
9904	Charlotte Mason	9/1/2008	9/30/2009	\$ 725.00	\$ -	\$ 400.00	\$ -	\$ -
9906	Tina Cordoza	3/15/2013	3/31/2014	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -
9908	Dionne Jones	7/6/2013	7/31/2014	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -
9910	Edward Perry	6/1/2016	6/30/2017	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -
9912	Ayawnne Matthews	6/1/2015	6/30/2016	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -
9914	Ronnetta Roundtree	1/1/2008	12/31/2008	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -
9916	Alan & Cais Jackson	7/1/2017	7/31/2018	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -
9918	Natonya Nicole Echols	8/28/2017	8/31/2018	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -
9920	Carla Jenkins, Dwayne Byers	7/1/2007	6/30/2008	\$ 800.00	\$ -	\$ 700.00	\$ -	\$ -
9922	Ayanna Barker, John McGregor	9/13/2014	9/30/2015	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -
9924	Natasha Sutherland, Henry Sutherland	12/14/2013	12/31/2014	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -
9926	Michell Edwards	1/1/2014	1/31/2015	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -
9928	Anthony Clayton	12/21/2003	12/31/2004	\$ 775.00	\$ -	\$ 250.00	\$ -	\$ -
9930	Ronnetta Roundtree	9/1/2012	4/30/2013	\$ 775.00	\$ -	\$ 875.00	\$ -	\$ -
				\$ 13,200.00	\$ -	\$ 12,075.00	\$ 200.00	\$ -

RENTAL AGREEMENT

THIS AGREEMENT is made this 24 day of Aug., 2014,
between Locustwood Associates, hereinafter referred to as Landlord and
Alynn Barker + John McGregor, hereinafter referred to as Tenant.

1. **Rent and Term of Lease.** The Landlord hereby rents to the
Tenant the premises known as 9922 Locust, Kansas City, Mo, for
the term commencing on the 13th day of Sept., 2014, and ending on
the 30th day of Sept, 2015, and the Tenant covenants and agrees to pay
to the Landlord as rent for said term the sum of \$875 per month on the first day of
each month. Tenant shall pay the first monthly rent prior to occupancy of the premises.
If tenant fails to pay the rent due by the 8th day of the month, tenant hereby agrees to pay
as additional rent an amount equal to 7% of the delinquent rent, and in the event this
default or failure to pay continues until the end of the month, then the additional rent
shall be 15% of the monthly rental due.

2. **Termination.** Either the Landlord or Tenant may terminate this
Agreement at the end of the term by giving thirty (30) days prior notice in writing, and
the Tenant may terminate this Agreement on the last day of any month by giving thirty
(30) days prior notice in writing upon the following conditions: (1) the death of any party
leasing the premises, and (2) the total permanent disability of any part leasing the
premises. Landlord reserves the right during the last month of occupancy to enter at
reasonable times to show the premises to prospective tenants.

3. **Security Deposit.** The Tenant has deposited with the Landlord the
sum of \$875, as security to the Landlord for any damage to premises or furnishings
and equipment therein, excepting ordinary wear and tear. This deposit is refundable after
the vacation of the premises if no damages have occurred. This deposit may not be
applied by the tenant to any rent due under the Lease.

4. **Use.** Tenant agrees that the apartment will be used only as a
personal residence and that the apartment will be occupied by 2 adults and
2 children only. Any additional occupants must first receive the prior written
approval of Tenant, and the Tenant shall pay an additional rent as determined by the
Landlord.

plus 1/2 deposit 437.50
8/26/2014

Balance due upon 11/12/14
9 prorated Sept 2014 rent

5. **Default and Reentry.** At the expiration of the term, or if default be made in the payment of rent, or upon the breach of any covenant herein or the rules and regulations attached hereto, the Landlord or his agent shall have the right to enter and take possession of the rented premises and this Agreement, at the option of the Landlord, shall terminate, but for this cause the obligation of the Tenant to pay shall not cease and the Tenant shall be liable for any loss or damage to the Landlord, including reasonable attorneys' fees and court costs, for his failure to comply with the terms hereof.

6. **Renewal.** Unless either party shall give the required thirty (30) days notice prior to the expiration date, this Lease shall become a month-to-month rental agreement upon the expiration of the term specified, subject to all of the other conditions expressed herein.

7. **Assignment and Subletting.** The Tenant shall not sublet or assign the rented premises or this Agreement without the prior written consent of the Landlord. These premises have been leased by the above-mentioned Tenant(s) and no other person shall occupy the premises without the prior approval of the Landlord.

8. **Joint Liability.** Each of the Tenants, if more than one signs below, are jointly and severally responsible for rent.

9. **Liability.** Landlord and its agents shall not be liable to Tenant, or any person claiming through the Tenant, for any injury to the person or loss of or damage to property from any cause; without in any way limiting or restricting the generality of the foregoing, the Landlord and its agents shall not be liable for any claims arising from damage by water from plumbing, heating equipment, drains, ice, rain, snow, flood, or drain overflow or backup, nor from the fact that the building or any part thereof, and the appurtenances, equipment, furnishing, fixtures or apparatus located in the premises or on the building of which the premises are a part, are out of repair, or on account of any claim arising out of any act or omission or commission of any employee of the Landlord, or of any tenant or occupant of the building of which the premises are a part. In the event the conduct of any of the Tenants, or their guests, negligent or otherwise, causes damage to persons or property, the Tenants shall hold the Landlord harmless, and indemnify the Landlord for any damage resulting, including court costs and reasonable attorneys' fees.

10. **Rules and Regulations.** The rules and regulations set forth hereinafter are incorporated herein and are included as a part of this Lease. Landlord shall have a further right to make reasonable rules and regulations which shall be binding upon the Tenant and its guests.

11. Utilities. Tenant shall pay all of the utilities on the premises rented herein. Landlord shall have the right to use reasonable amounts of Tenant's water to maintain the grounds in good condition.

12. Trial by Jury Waiver. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and tenant, or tenant's use and occupancy of the premises.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

Tenant

Jyanna Barker
God. L. McJ

Landlord

[Signature]

RULES AND REGULATIONS

1. Tenants will not be allowed to put their names in any entry, passageway, vestibule, or hall of the building except in the proper place on the mailbox or elsewhere as provided for use of the apartment occupied by them.
2. Tenant shall place the trash in the appropriate place weekly for trash collection by the City.
3. The toilets, wash basins, bathtubs, sinks and other water apparatus should not be used for any other purpose other than that for which they were constructed, and no sweepings, pet litter, rages, papers, ashes, or other substance shall be thrown therein.
4. All damage to the building caused by the moving or carrying of all furniture, merchandise, or packages shall be paid by the Tenant or person in charge of such articles. Baggage, furniture, fixtures, and supplies shall be brought into or removed from the building only at such time and in such manner as the Landlord designates; being also understood and agreed that the Landlord shall not be responsible to any Tenant for any loss or damage to any property on the premises.
5. Tenant shall not interfere in any manner with any portion of the heating, air conditioning, appliances or lighting apparatus in or about the leased premises.
6. No windows shall be left open to inclement weather of any kind.
7. No additional locks shall be placed upon any door of the building without the prior consent of Landlord, and in the event that additional locks shall be so placed, said locks shall be left in place in the leased premises or vacated and returned to Landlord at the expiration of the tenancy of Tenant.
8. Radios, televisions or any other sound equipment should be operated in a way that does not disturb others. Vocal or instrumental music, typing, pounding or other unusual noises are prohibited if the sound penetrates into other apartments. Loud noise, boisterous play, running on stairs, and slamming of doors are prohibited. The hours from 10:00 p.m. to 9:00 a.m. are sleeping hours when any noise may be disturbing to other residents.

9. No immoral or illegal conduct of any nature whatsoever will be permitted on or about the premises.
10. Painting or redecorating shall not be done by Tenant without the prior consent of the Landlord.
11. The Landlord shall not be liable for any personal property stolen from Tenant or occupant or guest of Tenant.
12. Tenant shall be responsible for keeping clean both the interior and exterior of all windows in their apartment.
13. Tenant shall keep and maintain all of their apartment in a neat and clean condition. This includes regular cleaning of any appliances supplied by the Landlord.
14. No pets will be permitted without the express written consent of the Landlord.
15. No waterbeds or hottubs will be permitted.
16. If Tenant vacates the premises and leaves behind personal property of Tenant or others, all such property will be considered abandoned if not picked up and removed within 14 days of the Tenant's departure, and Tenant hereby waives any and all claims Tenant has with respect to said property.
17. Tenant shall not repair or allow the repair of any automobile, motorcycle, boat, trailer, RV or other land and water vehicle in the driveway, yard, street or anywhere else on or near the premises.
18. Tenant shall not install or cause the installation of any fence on the premises, nor shall it create any vegetable or garden plot on the premises without the express written consent of the Landlord.

I (WE) HAVE READ THE ABOVE RULES AND IN CONSIDERATION FOR MY (OUR) LIVING IN THE PREMISES, I (WE) DO HEREBY AGREE TO ABIDE BY THE SAME DURING MY (OUR) TENANCY.

Tenant

Dated: 8-24-14
Ayanna Barber / John P. McJ



Spire Inc.
7500 E 35th Ter
Kansas City, MO 64129

formerly Missouri Gas Energy

February 20, 2018

Polsinelli
Attn: Mr. Paul D. Sinclair
900 W 48th Place, Suite 900
Kansas City, MO 64112-1895

Re:	Your Client:	LocustWood Townhomes
	Spire Claim No.:	18-0092GL
	DOL:	On or about December 30, 2017
	Address:	9922 Locust Street, Kansas City, MO

Dear Mr. Sinclair,

Spire is in receipt of your letter dated February 13, 2018 regarding the above mentioned claim. Your letter alleges negligence by Spire Missouri, Inc. ("Spire") for failure to revert the natural gas service into your clients' name at the above mentioned address resulting in frozen water pipes and subsequent property damage. You seek reimbursement on behalf of your client in the amount of \$3,079.50.

Spire has carefully investigated your claim. This investigation included a review of the Revert to Owner Agreement ("Agreement") signed by your client on June 29, 2010 and a review of the service records for this address. Included with this letter is a copy of the Agreement signed by your client.

The sole purpose of the Agreement is to maintain the continuity of the gas service at the property upon a vacating tenant's voluntary discontinuation of service (see Number 1. of the Agreement). Our records indicate the natural gas service was disconnected for non-payment on September 8, 2017 under the name of tenant Ayanna Barker. A copy of this service record is attached.

This situation is specifically addressed in Number 5. of the Agreement. Number 5 states:
"MGE shall not automatically transfer gas service to the Landlord's name and no prior notice shall be provided to Landlord in the event MGE discontinues gas service for a tenant's (i) nonpayment, or (ii) violation of MGE's terms of service. In no event shall MGE incur any liability arising from any discontinuance of gas service pursuant to this section."

Therefore, after careful consideration, Spire must respectfully deny any and all liability for this claim. Any request for reimbursement is also denied.

Sincerely,

Laura Garcia
Claims Specialist

Locustwood Townhomes Inc

49539

REVERT TO OWNER AGREEMENT

Christopher & Cheryl
White

Legal name of Owner/Manager: Paul D. Sinclair, Miryam Sinclair, ("Landlord")

Contact Name: Miryam Sinclair Title: Owner/Manager

SSN or TIN: 44-46-0065

Mailing address for billing statements: Locustwood Associates • 6320 Brookside Plaza
PMB 523 • Kansas City, MO 64113

Telephone Number: (816) 333-5134 Fax Number: _____

E-mail address: MIRYAM.SINCLAIR@MGE.COM

This Agreement ("Agreement") is made between Landlord (as designated above) and Missouri Gas Energy, a division of Southern Union Company ("MGE") and is effective when processed by MGE ("Effective Date").

WHEREAS, Landlord is the owner or manager of the property ("Property") at the location(s) specified in Exhibit A hereto; and

WHEREAS, Landlord wishes to maintain continuous gas service to the Property during periods when the Property is unoccupied:

NOW, THEREFORE, in consideration of the mutual agreements herein:

1. The sole purpose of this Agreement is to maintain the continuity of gas service at the Property upon a vacating tenant's voluntary discontinuation of service.
2. Landlord hereby authorizes MGE to automatically transfer gas service to Landlord's name during the period between a vacating tenant's voluntary discontinuation of service and an occupying tenant's initiation of gas service to the Property ("Interim Period").
3. Landlord agrees to be responsible for the payment of all gas service rendered and applicable connection fees incurred during the Interim Period.
4. This Agreement shall cover all single or multiple contiguous meter runs located at the Property.
5. MGE shall not automatically transfer gas service to Landlord's name and no prior notice shall be provided to Landlord in the event MGE discontinues gas service for a tenant's (i) nonpayment, or (ii) violation of MGE's terms of service. In no event shall MGE incur any liability arising from any discontinuance of gas service pursuant to this section. This Agreement does not extend MGE's obligations to Landlord beyond those provided by law.
6. Delinquency of account(s) in the Landlord's name may result in termination of the Agreement as well as gas service to those accounts.

9/14/10 - updated PG

7. The term of this Agreement shall commence on the Effective Date and remain in effect for a period of not less than one (1) year. After the first anniversary of the Effective Date, this Agreement shall remain in effect unless terminated by either party upon thirty (30) days prior written notice; provided, however, Landlord may not enter into a subsequent Revert to Owner agreement for the same Property within one (1) year of the date Landlord terminated this Agreement. MGE may terminate this Agreement for cause upon written notice to Landlord.

8. Landlord agrees, upon MGE's request, to provide MGE forwarding addresses for its tenant(s), if available.

9. Landlord shall promptly notify MGE in writing upon the occurrence of any of the following: (i) a change in Landlord's contact information or billing address; (ii) a sale or other transfer of the Property. MGE notice address is:

Missouri Gas Energy
PO Box 412662
Kansas City, MO 64141-2662
Fax: (816) 360-5514

10. The relevant provisions of MGE's tariff on file with the Missouri Public Service Commission are incorporated in this Agreement by this reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed the day and year first above written.

[Landlord's Name] Missouri Gas Energy,
a division of Southern Union Company

By: Miryan Sindler

Printed Name: MIRYAN Sindler

Title: Owner/Manager

Date: 6-29-2010

By: Rochelle Robinson

Printed Name: Rochelle Robinson

Title: Customer Service Mgr

Date: 8/30/10

Field Activity		Heating General Residential Metered, Severance Process, Disconnect Meter for Non-Payme, Completed, Scheduled 09-08-2017 12:00:00AM		Field Activity ID		6262954495
Service Point ID	6264281563	Heating General Residential Metered/Cycle 13/Route M9062/9922 LOCUST ST, KANSAS CITY, MO, 64131-4220				
Activity Type	M-DISNP	Disconnect Meter for Non-Payment				
Schedule Date/Time	09-08-2017 / 12:00:00AM	Created on 09-06-2017 12:42:53AM by Severance Process.				
Field Activity Status	Completed					
Field Activity Priority	Priority 10 -- Highest	Eligible for Dispatch <input checked="" type="checkbox"/>				
Dispatch Group	G4	Generation 4				
Field Order ID		No Field Order Information				
External ID	6262954495	Intermediate Status				
Instructions						
Comments	NO CONTACT, SHUT OFF					
Additional Info						
FA Actions	Complete	Cancel	Hold	Pend		
<div> Field Activity - Heating General Residential Metered, Severance Process, Disconnect Meter for Non-Payme, Completed, Scheduled 09-08-2017 12:00:00AM </div> <div> Account - 5005333333 BARKER,AYANNA N, Residential, \$231.99, 5005333333 </div>						



900 W. 48th Place, Suite 900, Kansas City, MO 64112-1895 • 816.753.1000

February 13, 2018

Paul D. Sinclair
(816) 395-0697
(866) 728-4571 Direct Fax
psinclair@polsinelli.com

Spire Missouri Inc. d/b/a Laclede Gas
Company
700 Market Street
St. Louis, MO 63110
Attn: Claims

Re: LocustWood Townhomes
Service Address 9922 Locust Street
Kansas City, MO 64131
Account No. 4915612222

On behalf of LocustWood Associates ("LocustWood"), the following claim is being filed regarding the failure of Spire Missouri Inc., d/b/a Laclede Gas Company ("Gas Company") to notify LocustWood of the turn off of gas service and installation of a lock on the gas meter in September 2017 and the subsequent failure to revert service to owner so that gas service could be maintained. On December 30, 2017, LocustWood inspected the property and found that the gas meter was locked and the gas was off. Subsequently, LocustWood determined that pipes in the unit were frozen due to a lack of gas service. As a result, LocustWood has incurred damages to the property of \$3,079.50 which includes plumbing repairs of \$1,429.50 and sheetrock repair of \$1,650.00.

LocustWood submits that the Gas Company's failure to give notice and to revert the service to LocustWood is the direct and proximate cause of the damage to the property. But for the Gas Company's failures, LocustWood would not have had damage to its property.

As a result, I am making this claim and demand that the Gas Company reimburse LocustWood \$3,079.50 within ten (10) days after receipt of this letter. If payment is not made, I will proceed to file a formal complaint with the Missouri Public Service Commission on behalf of LocustWood.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul D. Sinclair', written over a horizontal line.

Paul D. Sinclair

PDS:mao

polsinelli.com

Atlanta Boston Chicago Dallas Denver Houston Kansas City Los Angeles Nashville New York Phoenix
St. Louis San Francisco Silicon Valley Washington, D.C. Wilmington

Polsinelli PC, Polsinelli LLP in California
62353199.1



Lexington Plumbing and Heating Company

1620 Troost Avenue
Kansas City, MO 64108

Phone: (816)231-2254
Fax: (816)241-3782

Invoice Number: **69507**

Bill to: Paul & Miryam Sinclair
Locustwood Associates
6320 Brookside Plaza pmb#523
Kansas City, MO 64113

Date: 1/16/2018
Job No. 73793
Terms: Net 30
PO Number:

Service Date: 1/12/2018
Job Location: Jury & Associates Property
9922 Locust St
Kansas City, MO 64131

Description: Installed new stop on a upstairs sink. Repaired two sections on kitchen cold piping. Repaired section of hot piping in the kitchen. Replaced stop on the kitchen sink. Installed new hydrant under the kitchen sink. Recommended inspected for a leak behind the water heater and washing machine area.

Labor	332.50
Material	136.50
Service Charge	35.00

Subtotal:	504.00
Sales Tax:	0.00
Total Due:	504.00

VISIT OUR WEBSITE @ www.lexingtonplumbing.com

**** WE ACCEPT MASTERCARD AND VISA****

Remit payments to: P.O. Box 875810 Kansas City, MO 64107-5810

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Invoice Number: **70142**



Lexington Plumbing and Heating Company

1620 Troost Avenue
Kansas City, MO 64108

Phone: (816)231-2254
Fax: (816)241-3782

Bill to: Paul & Miryam Sinclair
Locustwood Associates
6320 Brookside Plaza pmb#523
Kansas City, MO 64113

Date: 1/31/2018
Job No. 74190
Terms: Net 30
PO Number: _____

Service Date: 1/25/2018
Job Location: Jury & Associates Property
9922 Locust St
Kansas City, MO 64131

Description: Repaired nine breaks on frozen piping. Tested all work with no further problems found.

Labor	617.50
Material	273.00
Service Charge	35.00

Subtotal:	925.50
Sales Tax:	0.00
Total Due:	925.50

Handwritten:
PA 2-578
Credit Card
CASH

VISIT OUR WEBSITE @ www.lexingtonplumbing.com
**** WE ACCEPT MASTERCARD AND VISA****

Remit payments to: P.O. Box 875810 Kansas City, MO 64187-5810

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

B&J Textures

11201 Orchard Rd
Kansas City, MO 64134
(816) 564-3596

February 2, 2018

TCP Partnership
9908-9914 Locust Street
Kansas City, Mo 64131

Unit 9922:

Kitchen: Ceiling and walls
Square up 6 patches from plumbers cuts
Insulate
Install ½ sheetrock, tape, fill and prep for paint
Prime and paint patched areas only
Reattach upper cabinet

Laundry Room: Walls
Square up 4 patches from plumbers cuts
Insulate
Install ½ sheetrock, tape, fill and prep for paint
Prime and paint patched areas only

Bathroom: 10lfx14"
Insulate behind pipes
Install a piece of luan

Upstairs South Bedroom: Walls
Square up 2 patches from plumbers cuts
Install ½ sheetrock, tape, fill and prep for paint
Prime and paint patched areas only

Debris removal

Labor and material

\$1650.00

*per Chris's request we are only priming and painting patched areas only

***payment due on completion of job**

Thank You,

Bill Stover
bjtextures@gmail.com

From: "cjw01" <cjw01@optonline.net>
To: "Paul D. Sinclair" <PSinclair@Polsinelli.com>
Cc: cjw01@optonline.net
Date: 03/06/2018 12:20:09 PM
Subject: RE: LocustWood Townhomes / Spire Claim No. 18-0092GL

Thanks. I will get to formal complaint after I get home.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Paul D. Sinclair" <PSinclair@Polsinelli.com>
Date: 3/6/18 10:42 AM (GMT-05:00)
To: "Garcia, Laura" <Laura.Garcia@spireenergy.com>
Cc: "chris white (cjw01@optonline.net)" <cjw01@optonline.net>
Subject: RE: LocustWood Townhomes / Spire Claim No. 18-0092GL

Chris White is fully authorized to negotiate this matter and it is not closed as suit will follow.

From: Garcia, Laura [mailto:Laura.Garcia@spireenergy.com]

Sent: Tuesday, March 06, 2018 9:41 AM
To: Paul D. Sinclair
Subject: LocustWood Townhomes / Spire Claim No. 18-0092GL

Mr. Sinclair,

Our office received a call from a gentleman named Christopher White in regards to this claim. He did not identify himself as being with your office.

The attached letter was sent on 2/21/18 in response to your letter dated 2/13/18. The claim is denied and Spire considers this matter to be closed.

Regards,

Laura Garcia
Claims Specialist

7500 E 35th Ter

Kansas City, MO 64129

816.472.3484 Office

MGE is now Spire.

Visit SpireEnergy.com to learn more.

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY - CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.



Commissioners

DANIEL Y. HALL
Chairman

WILLIAM P. KENNEY

SCOTT T. RUPP

MAIDA J. COLEMAN

RYAN A. SILVEY

Missouri Public Service Commission

POST OFFICE BOX 360
JEFFERSON CITY, MISSOURI 65102
573-751-3234
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<http://psc.mo.gov>

SHELLEY BRUEGGEMANN
General Counsel

MORRIS WOODRUFF
Secretary

LOYD WILSON
Director of Administration

NATELLE DIETRICH
Staff Director

Information Sheet Regarding Mediation of Commission Formal Complaint Cases

Mediation is a process where the parties work together to try to resolve their dispute with the aid of a neutral party, the mediator. The mediator's role is help the parties talk to each other. The mediator may offer suggested solutions, but the mediator has no authority to tell the parties what they must do or to determine who "wins." Instead, the mediator simply works with both parties to help them reach an agreement.

Typically, at a mediation session the parties meet for an off-the-record discussion. The mediation session is not a formal proceeding like a hearing and no attorney is required to participate. The Regulatory Law Judges at the Public Service Commission are trained mediators and this service is offered to parties who have formal complaints pending before the Public Service Commission at no charge. If mediation is agreed to by the parties, the Commission will send notice of who the mediator will be and that person will set up the first meeting.

There cannot be a mediation unless both parties to the complaint agree to try in good faith to resolve the dispute. If both parties agree to mediate the complaint, the only information about the mediation that will be disclosed to the Commission is (a) whether the case has been settled and (b) whether the mediation effort was considered to be helpful. The Commission will not ask what was discussed during the mediation.

If the dispute is settled at the mediation, the Commission will require a signed release from the party filing the complaint before the formal complaint case can be dismissed. If the dispute is not resolved through the mediation process, neither party will be penalized for having taken part in the mediation and the formal complaint case will simply pick up where it left off.

Morris L. Woodruff
Secretary

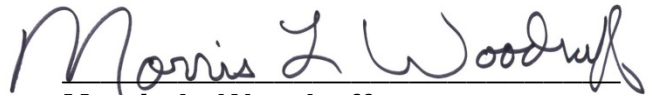
STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 4th day of April 2018.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

April 4, 2018

File/Case No. GC-2018-0267

**Missouri Public Service
Commission**

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel

Hampton Williams
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opc@psc.mo.gov

Locustwood Associates

Christopher J White
120 Caaterson Terrace
Hartsdale, NY 10530-2605
cjw01@optonline.net

Spire

Legal Department
700 Market Street, 6th Floor
St. Louis, MO 63101

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.