

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

Bobby Armour,)	
)	
Complainant,)	
Vs.)	<u>File No. GC-2023-0261</u>
)	
Spire Missouri, Inc. d/b/a Spire,)	
)	
Respondent)	

STAFF’S RECOMMENDATION

COMES NOW the Staff of the Missouri Public Service Commission (“Staff”), by and through counsel, and makes the following recommendation.

On February 14, 2023, Bobby Armour (“Mr. Armour”) filed a billing Complaint against Spire Missouri, Inc. d/b/a Spire (“Spire”). On February 17, the Commission ordered Staff to file a report or a request for more time with the Commission no later than March 31, 2023. Staff recommends that the Complainant’s request for relief be denied.

Staff has fully investigated the Complaint. Its investigation and its findings are described fully and in detail in the Report of Staff filed contemporaneously with this Recommendation. Shorn to essentials: Mr. Armour’s Complaint states that Spire has breached a Settlement Agreement (“Agreement”) which he and Spire entered into in order to resolve a prior case.¹ Staff has reviewed the Agreement. It appears from the Agreement that the amount then in controversy was (\$350.00 + 365.23 =) \$715.23.²

¹ *Bobby J. Armour v. Spire Missouri, Inc.*, GC-2022-0301. The Agreement was filed in that case on August 31, 2022.

² Staff has not confirmed this amount in the case now before this Commission, but the Agreement filed in GC-2022-0301 expressly recites that after crediting the customer’s account in the amount of \$350.00, the “remaining” balance will be \$365.23. Further, Spire’s *Answer and Motion to Dismiss Complaint*, , Paragraph 6, filed in the case now before this Commission states:

As part of the settlement agreement, Respondent agreed to credit Complainant’s account \$350.00, and Complainant agreed to pay the remaining account balance of \$365.23 in four monthly payments of \$91.30. This eliminated any past due balance on the account up to March 25, 2022.

The agreement provided that Spire would credit Mr. Armour's account in the amount of \$350.00 and that Mr. Armour would pay the remaining balance of \$365.23 in four equal monthly installments of \$91.30 each. In the Complaint now before the Commission, Mr. Armour claims that Spire breached the Agreement in that it did not credit his account. Mr. Armour further claims that either as a part of the Agreement or in any event otherwise, Spire was to have discontinued service at the time of the Agreement (May 25, 2022) but failed to do so and continued to bill him. As of December 14, 2022, Mr. Armour's bill stood at \$691.85. The Complaint states that the amount at issue is \$365.23, but Mr. Armour's request for relief in substance asks the Commission to find that he has no liability for any amount. Taking all this together, it appears, therefore, that he is contending that (a) his duty to pay \$365.23 was discharged by Spire's alleged Agreement breach in failing to credit his account for \$350.00; and that (b) he has no duty to pay the remaining December 14 balance because he had asked that service be terminated in May of 2022.

As detailed in the Report of Staff, the evidence supports the conclusion that (1) Spire did credit Mr. Armour's account in the amount of \$350.00 per billing statement dated September 1, 2022, but that (2) Mr. Armour made none of the four \$91.00 installment payments which the Agreement obligated him to make. Other than Mr. Armour's uncorroborated assertion, there is no evidence to the contrary. Staff's investigation has further shown that the written Agreement itself did not provide for the termination of the service at any time and that there is no evidence that prior to December 13, 2022, gas service disconnection was requested. Again, other than Mr. Armour's uncorroborated assertion, there is no evidence that service termination was requested prior to that date.

Based upon its investigation and findings as summarized above and fully detailed in its Report of Staff, Staff recommends that the Commission find that Spire has not violated any tariff, regulation or statute and that the Commission deny Mr. Armour's request for relief.

WHEREFORE, Staff respectfully submits the Report of Staff contemporaneously herewith filed and this Recommendation in compliance with the Commission's orders.

Respectfully Submitted,

/s/ Paul T. Graham #30416
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CERTIFICATE OF SERVICE

The undersigned by his signature below certifies that the foregoing pleading was served upon all persons who have entered an appearance of record in this matter on this March 31, 2023, by electronic filing in EFIS.

/s/ Paul T. Graham