

1. I and my spouse were owners of the residential rental building which includes the unit at 9922 Locust Street, Kansas City, MO 64131 and I and my spouse are two of the four partners in Locustwood Associates.
2. Response to Paragraph 20, Deny as to owner but admit Locustwood Associates is the Landlord.
3. Response to Paragraph 21, Admit.
4. Response to Paragraph 22, Deny as to whether Respondent is a party to the agreement in that the agreement was with Missouri Gas Energy not with Spire. In addition, the provisions of the agreement do not provide for or permit assignment or transfer by either party.
5. Response to Paragraph 23, Admit.
6. Response to Paragraph 24, Admit.

7. Response to Paragraph 25, Admit but agreement only provides that MGE shall not automatically transfer service to Landlord that creates an ambiguity in the agreement.
8. Response to Paragraph 26, Admit no prior notice was provided, but see response in paragraph 7 above.
9. Response to Paragraph 27, Deny.
10. Response to Paragraph 28, Deny.
11. Response to Paragraph 21, Deny.

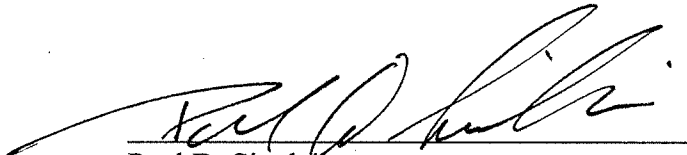
B. COMPLAINANT STATEMENT OF MATERIAL FACTS IN DISPUTE

12. The revert to owner agreement has an ambiguity in it that must be construed against MGE.
13. The revert to owner agreement was with MGE and the agreement has no provision for assignment or transfer to another party and therefore is a factual issue as to Spire ability to enforce and/or bind Complainant.
14. Spire's assertions about the agreement are mere speculation and conjecture and require the testimony from Customer Service Manager of MGE at time of execution in 2010. The relevant tariffs would be MGE's tariffs in effect in 2010 when the agreement was signed and what the internal policies and procedures were of MGE regarding notifications.
15. In response to Staff 0001, Locustwood raised multiple violations of law by stating [w]hile it may have been reasonable not to immediately notify Locustwood of the shut off on September 8, 2017, Spire failure after several months violates Section 393.130 (1) of RSMO and Section 393.130 (3) of

RSMO. In addition Spire failure to notify Locustwood prior to the onset of cold weather violates Section 393.130(1) of RSMO, Section 393.140(5) of RSMO and 4 CSR 240-13.055. The cold weather rule is intended to protect residential property and when there is no gas to a residential building, notice is reasonable and appropriate.

16. The service at 9922 was in the name of Ayanna Barker and Barker left the unit on or about September 1, 2017 and was not living at the unit when discontinuance notices were sent to her.
17. With the tenant not living at the unit, Spire had an obligation to notify the Landlord and transfer service to the Landlord.
18. The formal complaint is an appropriate proceeding to determine whether the totality of conduct by Spire is consistent with its statutory obligations under Section 393.130 (1) of RSMO, Section 393.130 (3) of RSMO, Section 393.130(1) of RSMO, Section 393.140(5) of RSMO and 4 CSR 240-13.055.
19. The Fair Credit Reporting Act does not preclude Spire from notifying Locustwood and taking any action regarding the customer relationship that exists between Spire and Locustwood.
20. Spire assertion about Commission rules and its tariffs that they do not require that Landlords receive notice is not a shield when such rules and tariffs do not say that an utility has no duty to Landlords. Spire turned off the gas and took no action to collect the past due amount or any other action to resolve the matter. See customer service log attached.


21. It is industry practice in commercial and residential leases that security deposits are required from a tenant. Spire response in paragraph 15 of its answer that it does not know is contrary to and an attempt to ignore industry practice and excuse their failure to take action that would have resulted in gas revenue from 9922. There was no gas revenue until the service was turned on upon Locustwood's call on December 30, 2017. Spire conduct was unjust and unreasonable and otherwise a failure to provide safe, adequate and proper service.


Paul D. Sinclair

State of Missouri)

County of Jackson)

On September 4, 2018, before me, personally appeared, Paul D. Sinclair, to me personally known to be the person whose name is subscribed to the within affidavit and acknowledged to me that he executed the same stating the facts therein and true to the best of his knowledge, information and belief.


Notary Public

(Seal)

My Commission Expires:



DEBORAH ANN CLEMENTS
My Commission Expires
August 3, 2020
Jackson County
Commission #16916459