

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

Kenny and Cathy Cox, et al.,)	
)	
Complainants,)	
)	Case No. WC-2008-0302
v.)	
)	
Missouri-American Water Company,)	
)	
Respondent.)	

ANSWER AND MOTION TO DISMISS

COMES NOW Respondent Missouri-American Water Company (MAWC) and for its Answer to and Motion to Dismiss the Complaint of Kenny and Cathy Cox (Complainants) states as follows:

ANSWER

1. Respondent, Missouri American Water Company of Joplin, Missouri, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri.

Answer: MAWC admits the averments contained in Paragraph 1.

2. As the basis of this complaint, Complainant states the following facts: Company has engaged in a pattern of delaying withholding information and deceitful practices allowing itself to overbill client thousands of dollars over course of more than 2 years.

Answer: MAWC denies the averments contained in Paragraph 2.

2(1). Customer acquired property from family members in 2002, tried numerous times to get name on account switched.

Answer: MAWC is without knowledge or information sufficient to form a belief as to the truth of the averment that Customer acquired property from family members in 2002, and therefore denies the same. Further answering, MAWC has no record that Complainants ever tried to "switch" names on their account before September 2006, when the account was changed from the name of Gary Cox to Cathy Cox.

2(2). *Company changed out meter – work done when meter changed in (2004-2005?) caused a hairline fracture in water line.*

Answer: MAWC admits that the meter at 2101 E. 36th Street was changed on October 2, 2004, because age. MAWC denies that the meter change caused a hairline fracture in Complainants' service line.

2(3). *Upon noticing increase in water bill customer contacted company asking if bill seemed high – was told no. Customer changed fixtures, etc. to make sure no leaks in house. Customer again contacted company was told bill "within normal range."*

Answer: MAWC states that records show Complainant Cathy Cox first contacted MAWC about a high bill on May 1, 2007. Further answering, MAWC states that it has no record that Complainants were told that their water bill did not "seem high" or that their bill was "within normal range." Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of each and every other averment contained in paragraph 2(3) and therefore denies the same.

2(4). *Once leak finally discovered, customer contact[ed] company and had account "put on hold" until leak could be repaired. Leak was extensive and in area of yard that could not be easily accessed. Was told by company to fix leak – send copy of work order done and a "leak adjustment" would be made to bill. At no time in any of the dozens of calls made to company was customer informed of a company policy listing adjustment to a maximum of two months. When customer followed company instructions, a leak adjustment policy was cited to limit relief. Total leak adjustment offered was \$400 (estimate).*

Answer: MAWC admits that internal records show that: Complainant Cathy Cox reported a leak in Complainants' own service line on May 4, 2007, and that Complainant Cathy Cox was told Complainants would receive a leak adjustment if they provided evidence of repairs. Further answering, MAWC states that Complainant Cathy Cox did not provide evidence of repairs until August 14, 2007. Further answering, MAWC states that the leak adjustment was \$255.16, based on MAWC policy of crediting 50% of the excess usage for two billing periods. MAWC denies each and every other averment contained in paragraph 2(4).

2(5). *Company then engaged in further delay and deceit in the form of "winter averaging" waste usage and over billed during summer approximately \$200 per month. Customer service never disclosed that waste water adjustments could only be made by city of Joplin. They just claimed "there is nothing we can do". They agreed bill was inaccurate but never disclosed a way we could rectify situation for about ten phone calls.*

Answer: MAWC denies each and every averment contained in paragraph 2(5).

2(6). *Customer contacted City of Joplin to discuss wastewater bill. One phone call talking to one person resulted in a "leak adjustment" by city of around \$1500. City confirmed that customer was overbilled for more than 18 months.*

Answer: MAWC admits that the City of Joplin granted an adjustment of \$1,523.04 to Complainants on their sewer bill. Further answering, MAWC denies that it "overbilled" Complainants for any period of time. Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of each and every other averment contained in paragraph 2(6) and therefore denies the same.

2(7). *Customer made dozens of phone calls to company attempting to speak with persons able to discuss the account. The pattern was the same:*

- a) Offer limited information.*
 - b) Claim company policy is being followed and that there is nothing else they can do.*
 - c) Claim that if wished to appeal, I needed different office.*
 - d) Claim different office would not allow incoming phone calls.*
 - e) Promise would look into matter and get back with me, then never have.*
- This process has been repeated dozens of times.*

Answer: MAWC admits that Complainants made calls to its Customer Service Center. Further answering, MAWC denies each and every other averment contained in paragraph 2(7).

Unnumbered paragraph. In short customer claim is:

Company knew or could reasonably infer from size of bill that we had leak. Customer was assured bill was "normal." When leak basically exploded, company gave customer steps to take to allow for leak allowance yet never disclosed a time limit.

Company then used a fall back position of the time limit to disallow an adequate adjustment.

Customer service was inadequate to meaningfully discuss this extreme situation. Company was negligent in follow-up and habitually overbilled for 10 months.

Answer: MAWC denies each and every averment contained in the unnumbered paragraph. Further answering, MAWC states that no statute, regulation or tariff requires

MAWC to give leak adjustments to customers – customers are responsible to pay for all the water that flows through their meters.

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

- a) Dozens and dozens of calls.*
- b) Request for information.*
- c) Repaired water line, replaced fixtures, asked for relief.*
- d) Contact local office. Promised to look into situation and call back – never did.*
- e) Customer has stayed current on monthly water bill. Has not paid a disputed amount.*

Answer:

3(a). MAWC admits that Complainants have made calls about their bill.

3(b). MAWC admits that Complainants have requested information.

3(c). MAWC admits that, based upon information sent by Complainants, Complainants have repaired their water service line, have replaced fixtures, and have asked for relief.

3(d). MAWC admits that Complainants have contacted the local office, but denies that MAWC never looked into the situation or failed to communicate with Complainants.

3(e). MAWC admits that Complainants have paid their “current” usage bills and that Customers have not paid any part of the disputed amount.

4. Except as expressly stated herein, MAWC denies each and every other allegation contained in the Complaint.

5. As its First Affirmative Defense, MAWC states that Complainants have failed to state a claim upon which relief can be granted, in that Complainants do not dispute the amount of water usage that has been registered by their meter; they simply assert that they should not be required to pay for that usage because they had a leak in their own service line, which is not a valid reason for non-payment under governing statutes, regulations and tariffs.

WHEREFORE, Respondent Missouri-American Water Company prays that the Public Service Commission of the State of Missouri dismiss the Complaint with prejudice at Complainant's cost.

MOTION TO DISMISS

1. Complainants allege that they had high water usage because of a leak in their own service line.

2. Complainants do not dispute that the amount of water charged to them was validly registered by their water meter.

3. Complainants have set forth no legally cognizable reason for not paying their water bill; they claim only that they should receive a greater leak adjustment from MAWC, even though the grant of a leak adjustment is provided by MAWC as a courtesy to customers and is not required by law.

WHEREFORE, Respondent Missouri-American Water Company prays that the Public Service Commission of the State of Missouri dismiss the Complaint with prejudice at Complainant's cost.

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed postage prepaid the 15th day of April, 2008, to:

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A handwritten signature in cursive script, appearing to read "Lewis R. Mills, Jr.", is written over a horizontal line.