

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

Reuben L. Crenshaw,)	
)	
Complainants,)	
)	Case No. WC-2008-0354
v.)	
)	
Missouri-American Water Company,)	
)	
Respondent.)	

ANSWER

COMES NOW Respondent Missouri-American Water Company (MAWC) and for its Answer to the Complaint of Reuben L. Crenshaw (Complainant) states as follows:

1. *Respondent, Missouri-American Water Company (MAWC) of 727 Craig Rd., St. Louis, MO 63141, 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:*

2(1). *Complainant charges that Respondent did assess unlawful, excessive water usage charges against Complainant's property at 7904 Page Avenue, Vinita Terrace, MO 63133. Said violations occurred between 10/3/2006 and 5/2/2007.*

Answer: MAWC denies the averments contained in paragraph 2(1).

2(2). *Complainant charges that Respondent has subsequently become involved in a "cover up," which is evidenced by the following facts:*

Answer: MAWC denies the averments contained in paragraph 2(2).

(a) *Respondent, in both oral and written communication with Complainant, never addressed content of Complainant's telephone conversation with one of Respondent's employees, who simply identified herself as "LaDonna."*

Answer: MAWC denies the averments contained in paragraph 2(2)(a).

(b) *Contrary to information reported to Michelle Bocklage (of PSC) by Respondent, the fire at 7904 Page did not prevent Respondent from obtaining a final meter reading for the prior tenant. There is a remote meter reading device mounted on the exterior wall, from which Respondent has been taking meter readings for years. Furthermore, the Fire Department Report states that the fire was confined to the kitchen (main floor, rear).*

The meter is physically located in the basement front of the house and diametrically opposite to the kitchen. Also noteworthy is the fact that the basement has always been accessible via the rear door of the house.

Answer: MAWC denies the averments contained in paragraph 2(2)(b). Further answering, MAWC states that the account for water service at 7904 Page was put into Complainant's name as landlord only in October 2006; accordingly, any matter involving the water service before October 2006 is irrelevant to Complainant, including the averments contained in paragraph 2(b), which concern the account of Complainant's tenant Odessa Hawkins in April and May 2006. Further answering, MAWC states that it obtained an actual read of Complainant's premises (that is, to close the account of Odessa Hawkins, the existing tenant at the premises) on May 31, 2006, of 51575. The "estimate" that was performed was an "office estimate," which converted the read from 51575 to 515.75 (and then rounded down to 515 units).

(c) No meter readings were recorded on the two "High Bill Inspection Notices" left at the premises by Respondent's servicemen.

Answer: MAWC admits the averments contained in paragraph 2(2)(c). Further answering, MAWC states that it is not required to record meter readings on its high bill reports.

(d) Respondent's assertion (to Michelle Bocklage) that Complainant, without cause, decided against having extricated meter tested – is definitely erroneously promulgated (see Complainant's 12/29/2007 letter to Respondent).

Answer: MAWC denies the averments contained in paragraph 2(2)(d). Further answering, MAWC states that Complainant, in his 12/29/2007 letter, actually admits that he decided not to have the meter tested: "I again suggested that the existing meter was defective. ***Ms. Duba agreed to have the meter changed*** and to allow me to witness testing of the existing meter after removal. I decided later that the testing scenario would be a 'setup' that

would be slanted against me. *I therefore decided not to follow through on the testing procedure.*” Complainant’s 12/27/07 letter, page 3.

(e) *Respondent failed to address Theresa Duba’s recantation and strange utterings in her 4/5/2007 telephone conversation with Complainant.*

Answer: MAWC states that it is unable to understand the averment contained in paragraph 2(2)(e), and therefore denies the same.

2(3) *Complainant prays that MoPSC will obtain certified (under oath) answers to the following questions:*

(a) *Did Respondent go ahead and test extricated meter with no separate, neutral and qualified entity present?*

Answer: MAWC states that paragraph 2(3)(a) does not contain an averment, and therefore no answer is required. To the extent paragraph 2(3)(a) contains a question MAWC states: No, MAWC did not test the meter, per the instruction of Complainant.

(b) *Did Respondent compromise the integrity of said meter by subjecting it to tampering?*

Answer: MAWC states that paragraph 2(3)(b) does not contain an averment, and therefore no answer is required. To the extent paragraph 2(3)(b) contains a question MAWC states: No, MAWC did not “tamper” with the meter.

(c) *Has “LaDonna” been reprimanded/given a “gag order.”*

Answer: MAWC states that paragraph 2(3)(c) does not contain an averment, and therefore no answer is required. To the extent paragraph 2(3)(c) contains a question MAWC moves to strike the question as it concerns confidential employment information irrelevant to the Complaint.

(d) *Has “LaDonna” been released from Respondent’s employment and if so, did she leave voluntarily or involuntarily?*

Answer: MAWC states that paragraph 2(3)(d) does not contain an averment, and therefore no answer is required. To the extent paragraph 2(3)(d) contains a question MAWC

moves to strike the question as it concerns confidential employment information irrelevant to the Complaint.

(e) Why is it that "Andria" never fulfilled her promise to mail Complainant a copy of the infamous "lost in the mail" bill for Complainant's residence account and her promise to fax same to Complainant's bankruptcy attorney?

Answer: MAWC states that paragraph 2(3)(e) does not contain an averment, and therefore no answer is required. To the extent paragraph 2(3)(e) contains a question MAWC states: MAWC has provided information to Complainant on numerous occasions, both in writing and orally, including a copy of an October 18, 2007 bill re-sent to Complainant on November 30, 2007.

(f) Why is it that Complainant never received a direct response from Respondent's "Dispute Department" as promised by "Debra" and "Lakesha." A written statement would have been apropos.

Answer: MAWC states that paragraph 2(3)(f) does not contain an averment, and therefore no answer is required. To the extent paragraph 2(3)(f) contains a question MAWC states: MAWC has provided information to Complainant on numerous occasions, both in writing and orally, including a written explanation from Theresa Duba dated April 5, 2007 and a written explanation to the Commission in connection with Complainant's informal complaint.

Complainant has written two letters to Respondent (dated 3/31/2007 & 12/29/2007) and filed an Informal Complaint with the MoPSC.

Complainant has included herewith copies of aforesaid letters and other pertinent documents.

Answer: MAWC admits that Complainant wrote such letters and filed an informal complaint, and that Complainant has attached certain documents to his Complaint.

Complainant and his wife of 43 years have undergone undeserved mental anguish and the pain and suffering of sleeplessness throughout this trying ordeal. Complainant therefore prays for financial restitution.

Answer: MAWC denies that it has caused undeserved mental anguish, pain and suffering, or sleeplessness to Complainant and his wife. Further answering, MAWC states that the Commission lacks jurisdiction to award restitution for mental anguish, pain and suffering, or sleeplessness and therefore moves to strike the prayer. Further answering, MAWC states that because of Complainant's bankruptcy filing, MAWC wrote off the past due amount in Complainant's account, which now has a zero balance; Complainant therefore owes MAWC nothing for the matters alleged in the Complaint.

WHEREFORE, Missouri-American Water Company prays that the Complaint be dismissed at Complainants' cost.

Respectfully submitted,


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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 6th day of June, 2008, to:

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