

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

Glen Jones,	)	
	)	
Complainant,	)	
	)	Case No. WC-2012-0203
v.	)	
	)	
Missouri-American Water Company,	)	
	)	
Respondent.	)	

**ANSWER AND MOTION TO DISMISS**

COMES NOW Respondent Missouri-American Water Company (MAWC or Company) and for its Answer to the Complaint of Glen Jones (Complainant) and Motion to Dismiss states as follows:

*1. Respondent, Missouri American Water and Missouri Sewer District of St. Louis, MO, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri.*

Answer: MAWC admits that it is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri. Further answering, MAWC states that its address is 727 Craig Road, St. Louis, Missouri 63141. Further answering, MAWC states that it does not own or have any responsibility for sewer service to Complainant's property. Further answering, MAWC states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 1 and therefore denies the same.

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

*(a) For approximately four years there has been a water leak in front of my house which results in water or sewer overflow running down the street.*

Answer: MAWC states there are no water mains in front of Complainant's property and any alleged water leak appears to be related to a leak in the service line for Complainant's property, which is the responsibility of the customer in St. Louis County according to MAWC's tariffs. Further Answering, MAWC states that Complainant called to report a possible water leak in front of his property on or about May 7, 2007. MAWC sent a troubleshooter to investigate the issue, and the troubleshooter tested water in front of the premises and determined there was no chlorine so the water present in the street appeared to be ground water. Further answering, MAWC states that Complainant called to report a high bill on or about January 28, 2008. The prior meter read was an estimate, so MAWC investigated the meter, found a bad dial and changed the meter. MAWC credited Complainant's account related to the high bill. Further answering, MAWC states Complainant reported a high bill on or about April 27, 2010. MAWC sent Complainant a leak kit to determine if higher usage was attributable to internal plumbing issues. Complainant did not communicate further regarding this issue at the time. Further answering, MAWC states the next time Complainant reported a problem was a year later when Complainant reported a water leak in front of his property on or about April 29, 2011. MAWC sent someone to the field to investigate, and the field service representative determined there appeared to be a service line leak and directed Complainant to contact St. Louis County with regard to the service line protection program. Based on information and belief, MAWC believes Complainant contacted St. Louis County and a plumber was engaged to repair a leak on the service line. *See* Complaint paragraph 2(f). Further answering, MAWC states that it does not own or have any responsibility for sewer service to Complainant's property. Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(a) and therefore denies the same.

*(b) My water meter is about fifty yards from my house; the line runs through my yard, under the street along the other side of the street to a meter which is located at the corner of Marvin and Wiegel.*

Answer: MAWC admits that Complainant's service line runs across the street from his property and connects to a main up the street at the corner of Marvin and Wiegel and that his meter is located close to the point where his service line connects to the main. MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(b) and therefore denies the same.

*(c) I travel several times a year and from 2006 to 2010 I have been out of town for the months of February, March, July, and August. My house was empty and I shut my water off during these months.*

Answer: MAWC is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2(c) and therefore denies the same.

*(d) On April 27, 2010, after being out of town February and March, with my water off to prevent any freezing in my water pipes, I received a water bill for \$50.48. I then called the water company to inform them there was a leak and requested they send someone to inspect the leak. The person I talked to flat out refused to send any one out to inspect for a leak. I've never spoken to someone so narrow minded. I felt I had no recourse but to let it go.*

Answer: MAWC admits that it sent Complainant a bill in the amount of \$56.00 with a bill date of April 27, 2010 for the billing period of January 22, 2010 to April 22, 2010. Further answering, MAWC admits it received a call from Complainant on May 4, 2010 complaining about a high bill. Further answering, in response to his call, MAWC sent a leak kit to Complainant and did not receive any further communications from Complainant about his service at that time. Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(d) and therefore denies the same.

*(e) In April 2011 an employee from the water company, Kenny, knocked at my door and asked me to shut my water off. We walked to my water meter on the corner where they had a*

*microphone on the meter and you could hear water running through it. They proceeded to dig up the street and informed me that the stop-cock was broken and the whole line should be replaced.*

Answer: MAWC admits that Complainant reported a water leak in front of his property on or about April 29, 2011. MAWC sent someone to the field to investigate his complaint. The Company representative determined there appeared to be a service line leak and directed Complainant to contact St. Louis County with regard to the service line protection program. Based on information and belief, MAWC believes Complainant contacted St. Louis County and a plumber was engaged to repair a leak on the service line. *See* Complaint paragraph 2(f). Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(e) and therefore denies the same.

*(f) I was told to make an application to the St. Louis County Repair Line Program which I did. Tape Plumbing came out and did not replace the line but repaired a leak in the line.*

Answer: MAWC admits it advised Complainant to contact St. Louis County with regard to the service line protection program. Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(f) and therefore denies the same.

*(g) I have a septic tank in the back of my house, about the same time I had just had the septic tank pumped out and two days later I check the tank to find it full again. There was still water running down the street after they repaired the leak. I told the employees of the water co. about my septic tank filling up in two days and they said they would check on the leak and get back to me on what was going on, they fixed the problem but I was not contacted. The rear of my house has sunk about 6"-8".*

Answer: MAWC is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2(g) and therefore denies the same.

*(h) I called the water co. to try to get an adjustment on my bill. I requested to have a supervisor call me; no one has ever called me back. I have waited thirty days. When I received my latter bill I called again. I talked to a supervisor who offered to take \$2.20 off my bill. I talked to the supervisor in billing who offered to take \$20.00 off my bill.*

Answer: MAWC admits Complainant called and requested an adjustment on his bill. Further answering, MAWC advised Complainant about the Company's guidelines for an adjustment and that he did not meet the criteria for an adjustment. Further answering, following another call from Complainant, MAWC offered Complainant a courtesy credit of \$20.00. Further answering, MAWC states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(h).

*(i) In conclusion I would say on 1/28/08 my bill went from around \$20.00 to \$80.86. I believe this is when the water leak began, along with a sewer or water leak which has caused damage behind my house. I am a single person. I do not have a washer or dishwasher. All my enquiries have been dismissed and ignored.*

Answer: See MAWC's Answer to paragraph 2(a) above. Further answering, MAWC states that it does not own or have any responsibility for sewer service to Complainant's property. Further answering, MAWC states that it is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(i).

*(j) I am hopeful your investigation will find out if the Water Co. or MSD is responsible for the overflow. I have been at this address for twenty-six years and consider myself a good customer. I very much appreciate your help in this matter.*

Answer: See MAWC's Answer to paragraphs 2(a) and 2(i). MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2(j) and therefore denies the same.

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

#### AFFIRMATIVE DEFENSES

1. As its First Affirmative Defense, MAWC states that Complaint fails to state a claim upon which relief may be granted in that MAWC acted at all times in accordance with its tariffs, any leaks in the service line are the customer's responsibility, any charges billed to Complainant

were calculated pursuant to MAWC's tariffs and there is no allegation in the Complaint of any violation of such 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

Complaint fails to state a claim upon which relief may be granted in that the allegations made by Complainant do not allege any violation of statute, rule or Commission order.

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

By: /s/ Tracy D. Elzemeyer  
Tracy D. Elzemeyer, MO Bar 50683  
727 Craig Road  
St. Louis, MO 63141  
tracy.elzemeyer@amwater.com  
(314) 996-2279 (telephone)  
(314) 997-2451 (facsimile)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was filed electronically and served either electronically or mailed postage prepaid the 8<sup>th</sup> day of February, 2012, to:

Meghan McClowry  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
Meghan.McClowry@psc.mo.gov

Office General Counsel  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
GenCounsel@psc.mo.gov

Metropolitan St. Louis Sewer District (MSD)  
Legal Department  
2350 Market Street  
St. Louis, MO 63103-2555

Lewis Mills  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
opcservice@ded.mo.gov

Glen Jones  
705 Wiegel  
Ferguson, MO 63135

/s/ Tracy D. Elzemeyer