

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

Seth and Jeanette Langton,	)	
	)	
Complainants,	)	
	)	Case No. WC-2008-0350
v.	)	
	)	
Missouri-American Water Company,	)	
	)	
Respondent.	)	

**ANSWER**

COMES NOW Respondent Missouri-American Water Company (MAWC) and for its Answer to the Complaint of Seth and Jeanette Langton (Complainants) states as follows:

1. *We have owned the property at 316 Selma in Webster Groves for almost thirty years. At one time we lived at the property, currently we rent the property. Our home address is 733 Sherwood Drive, St. Louis, MO 63119. Our residence is approximately 10 or 12 blocks from the property.*

Answer: MAWC admits that Complainants own the property at 316 Selma in Webster Groves and that the mailing address for their account at the Selma property is 733 Sherwood Drive, St. Louis, MO 63119. 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 1 and therefore denies the same.

2. *We have an outstanding history of paying all of our utility bills, including any for service to the property. Prior to Missouri American Water buying the system, we had no problems on water service, complaints, late pays, etc.*

Answer: MAWC admits that before late 2006, Complainants in general paid their water bill in a timely manner. 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 and therefore denies the same.

3. *Missouri American Water discontinued reading our water meter in approximately 2002. For reasons which can only be explained by Missouri American Water,*

*we received estimated bills. In mid 2006 we were notified that they needed to read the meter at the property. We were somewhat surprised because in the past these had been taken care of on a routine basis.*

Answer: MAWC denies that it discontinued reading Complainants' meter in 2002.

Further answering, MAWC states that estimated reads were required of Complainants' premises because they had an indoor meter and MAWC meter readers were routinely unable to obtain access to the meter. Further answering, MAWC states that in June 2006 Complainants were advised that MAWC desired to install a new meter with an outdoor automatic reading device in order to remedy the access problems that confronted MAWC. 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 3 and therefore denies the same.

4. *Customer service at Missouri American Water has been inadequate; costing us time, money, and loss of productivity due to their mistakes.*

Answer: MAWC denies the averments contained in paragraph 4.

5(a). *Initially in 2006, Missouri American Water contacted us to read the meter. It took approximately four attempts to get the water meter read and the remote meter installed as suggested by Missouri American Water.*

Answer: MAWC admits that in June 2006 Complainants were advised that MAWC desired to install a new meter with an outdoor automatic reading device in order to remedy the access problems that confronted MAWC. Further answering, MAWC states that, because of repeated lack of access to Complainants' premises, it took six visits to the premises before the new meter could be installed. MAWC denies each and every other averment contained in paragraph 5(a).

5(b). *It should be noted that the property is a continuously occupied residence. The Beers live on the second floor, are retired, and are at home on a daily basis.*

Answer: MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 5(b) and therefore denies the same.

*5(c). For the first scheduled reading, Missouri American Water personnel rang the doorbell once. Mrs. Beers saw them on the porch but he was back in his truck before she could open the door and get his attention.*

Answer: MAWC admits that on several of the scheduled calls, no one answered the door at Complainants' premises and as a result access was denied to MAWC personnel. Further answering, MAWC states that on an Aug. 15, 2006 call, no one answered the door at the premises, and an MAWC field service representative left a notice asking Complainants to set up an appointment. 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 5(c) and therefore denies the same.

*5(d). Prior to the second scheduled reading, in discussions with the Missouri American Water representative, it was noted that there was a side entry on the building that could be accessed and was always opened. The Missouri American Water person could go to the back door and have access to the tenant and to the meter. A very detailed message was included with the service instructions. In addition to this my cell phone number, office number and home phone number were all provided as part of this service order. These instructions were apparently ignored and the meter was not read.*

Answer: MAWC admits that on several of the scheduled calls, no one answered the door at Complainants' premises and as a result access was denied to MAWC personnel. Further answering, MAWC states that it has no record of any such "always opened" access discussions. Further answering, it is MAWC's practice, for safety and other reasons, not to enter premises of customers unless someone is present at the premises and admits MAWC personnel. Further answering, MAWC states that on an Aug. 17, 2006 call, no one answered the door at the premises, and an MAWC field service representative left a notice for Complainants. Further answering, MAWC states that on a Sept. 12, 2006 call, no one answered the door, and an MAWC field service representative left a notice for Complainants.

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 5(d) and therefore denies the same.

*5(e). The third time it was scheduled directly with me, by my cell phone so that I would be there and try to accomplish this task. I had scheduled to be there irregardless. The Missouri American Water representative showed up the day before our appointment, therefore the reading and installation of the remote meter could not be accomplished.*

Answer: MAWC admits that on several of the scheduled calls, no one answered the door at Complainants' premises and as a result access was denied to MAWC personnel. Further answering, MAWC states that on an Oct. 6, 2006 call, no one answered the door at the premises, and an MAWC field service representative called Seth Langton (314-968-1289) but received no answer; the field service representative left a voice message and also left a notice for Complainants at the premises. Further answering, MAWC states that on a Dec. 7, 2006 call, a field service representative called Seth Langton (314-721-6667) before arriving at the premises as Seth Langton had instructed, but there was no answer; the field service representative left a voice message and went to the premises, but no one answered the door and the field service representative left a notice for Complainants at the premises. 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 5(e) and therefore denies the same.

*5(f). Finally on the fourth try, per previous instructions, the meter was read and a remote meter was installed.*

Answer: MAWC admits that on Dec. 19, 2006, on the sixth attempt, an MAWC field service representative was provided access to the premises and a new meter with an outdoor automatic reading device was installed.

5(g). *We have never received an explanation for apparent lack of customer service, for what seems to be a relatively routine task.*

Answer: MAWC states that Complainants were told numerous times, both orally, by door hanger notice and by mail, that lack of access was the cause of the failure to obtain an actual meter read and to install the new meter with an outdoor automatic reading device. Further answering, MAWC denies each and every other averment contained in paragraph 5(g).

5(h). *During our previous 20 years of service by Webster Groves we never experienced the amount of confusion and miscommunication which happened in approximately a month's time with Missouri American Water.*

Answer: MAWC denies any confusion or miscommunication on its part over the five month period that it attempted to install a remote read meter.

6. *After the initial reading on approximately August 30th and the next on December 19th, we had a water bill for almost \$400.00 for past usage. This was much more than we could pay at that time therefore we entered into a payment agreement.*

Answer: MAWC admits that on Dec. 19, 2006, there was an actual read of the meter. Further answering, MAWC states that the read on August 30, 2006 was an estimated read, not an actual read. Further answering, MAWC states that pursuant to the actual read on Dec. 19, 2006, it calculated a 12-month backbill for the underestimate after having credited usage prior to that 12-month period. Further answering, MAWC states that the amount of the usage backbill was \$385.90 (not including taxes, ISRS, and current usage charges), and that MAWC and Complainants entered into a payment agreement. Further answering, MAWC denies each and every other complaint contained in paragraph 6.

7. *Attached you will see numerous incorrect bills and payment amounts. In addition, bills have arrived with an unrealistic payment due in a few days. Reference bill dated 01/30/2007 which we received on February 1, 2007. Bill was due by Monday, February 5, 2007.*

Answer: MAWC denies the averments contained in paragraph 7. Further answering, MAWC states that many of the attachments to the Complaint are illegible. Further answering, MAWC states that it is unable to discern any bill in the attachments that is dated 01/30/07 or that is designated due on Monday, February 5, 2007.

8. *We wrote a check to Missouri American Water for \$26.09 which was the stated payment. Payment was recorded as \$26.00 by Missouri American and/or the Bank for \$26.00, therefore we were automatically past due. We were not notified until almost thirty days later, making this situation even more difficult to correct. I certainly didn't write the check for \$.09 less than what was due. The check was recorded by Missouri American Water incorrectly. Numerous phone calls to Missouri American Water were unable to resolve this issue. Nine cents doesn't really seem the kind of issue to create this problem. This was not the only time. In September of 2006 we had an issue where a check was entered for \$.01 difference from the amount. For this we also received many phone calls and disconnection notices.*

Answer: MAWC admits that it recorded payment of \$26.00 by Complainants in January 2008, and that if such payment was less than the amount agreed to by Complainants in their payment agreement, the unpaid amount became past due. Further answering, MAWC states that it is without knowledge or information sufficient to form a belief as to the truth of the averment that Complainants wrote the check for \$26.09, and therefore denies the same. Further answering, MAWC states that its records do not show that in September 2006 a check from Complainants was entered for \$.01 less than the amount due, and therefore MAWC denies the same. Further answering, MAWC denies each and every other averment contained in paragraph 8.

9. *The time spent by Missouri American Water personnel hardly seems appropriate when this issue could have easily been resolved. Solutions suggested by us to send a check to make up the difference, send a check for the new payment early, etc., were met with total resistance and threat of disconnection. There were many ways to resolve this issue.*

Answer: MAWC denies the averments contained in paragraph 9. Further answering, MAWC states that even though the collection process started because of the lack of full

payment, MAWC halted that process and entered into a new payment agreement with Complainants.

10. *To exacerbate a bad situation that already existed, we received annoying phone calls from Missouri American Water during the day, evening, weekends and holidays. Most of these have been documented. At times the Missouri American personnel calling were sympathetic, but most were unhelpful. During this period of time there were many calls I made to a Missouri American Water. Rarely did I spend less than 15 minutes on the phone waiting and almost a half and hour to get to the right person, but with no resolution. After spending this amount of time on the phone, personnel were not helpful and insensitive to addressing the problem.*

Answer: MAWC admits that telephone calls were made to Complainants about their past due account. Further answering, MAWC denies that its personnel have been annoying, unhelpful or insensitive. Further answering, MAWC denies each and every other averment contained in paragraph 10.

11. *This past January I tried to resolve our outstanding balance. I received many incomplete statements from Missouri American Water people. I received several that appeared to be complete but each one had a different total amount due. Most of these were not received by mail, but faxed to my office. Many times when they indicated a statement would be faxed in an hour, we did not receive it for 24 hours. While some personnel were apologetic, disconnection threats continued.*

Answer: MAWC denies the averments contained in paragraph 11. Further answering, MAWC states that the collection process continued while Complainants were past due on their account or their payment agreement, and that some information was telefaxed to Complainant Seth Langton at his request.

12. *In spite of this misinformation and incorrect data, I continued to make payments in a timely fashion, typically two weeks before the due date.*

Answer: MAWC denies that it provided misinformation or incorrect data to Complainants. Further answering, MAWC states that Complainants are unclear as to the time period they are referring to in stating that they have made payments in a timely fashion, and therefore MAWC denies the remaining averments contained in paragraph 12.

13. *Only after my complaint to your office did Missouri American stop making phone calls.*

Answer: MAWC states that it placed the account on hold on January 29, 2008, after Complainants filed an informal complaint.

14. *At one time, Missouri American Water indicated that they would send a reimbursement of \$30,000 to compensate for my time. This has never been received, but this amount doesn't nearly represent the time that has been extended trying to resolve a fairly simple problem primarily created by Missouri American Water Company. At minimum, I have over 30 hours spent on this property – trips to the site, time on the phone in attempting to reach a resolution, etc. As a small business, this represents a cost of billable time that I cannot recoup. It appears that this is a significant amount which I have invested in this effort.*

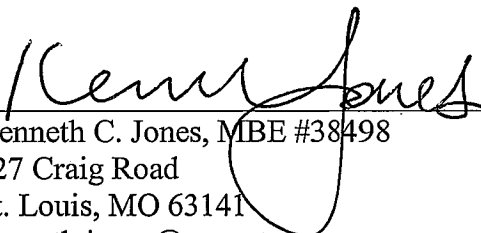
Answer: MAWC denies that it indicated it would send a reimbursement of \$30.00 to Complainants; MAWC told Complainants that it would apply a \$30.00 courtesy credit to their account, which has been done. Further answering, MAWC denies the remaining averments contained in paragraph 14.

15. *While the time and money is a factor, it seems as if the bigger issue is the unprofessional manner which we were treated.*

Answer: MAWC denies the averments contained in paragraph 15.

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

Respectfully submitted,

  
Kenneth C. Jones, MBE #38498  
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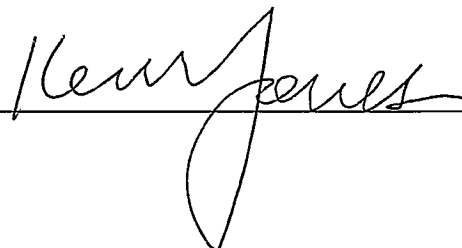
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed postage prepaid the 29th day of May, 2008, to:

Kevin Thompson  
General Counsel  
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Seth and Jeanette Langton  
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A handwritten signature, appearing to read "Kevin Jones", is written over a horizontal line.