

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

Charles Harter,)	
)	
Complainant,)	
)	Case No. WC-2013-0468
v.)	SMALL FORMAL COMPLAINT
)	
Missouri-American Water Company,)	
)	
Respondent.)	

ANSWER OF MISSOURI-AMERICAN WATER COMPANY

COMES now Respondent Missouri-American Water Company ("MAWC") and for its Answer to the Complaint of Charles Harter ("Harter"), states as follows:

1. On April 22, 2013, Harter with a residence and mailing address of 827 S. Sappington Road, St. Louis, Missouri 63126, filed a complaint against MAWC (the "Complaint").
2. Any allegation not specifically admitted herein by MAWC is denied.
3. In response to the allegations of paragraph 1 of Harter's Complaint, MAWC admits that it a public utility under the jurisdiction of the Public Service Commission of the State of Missouri.
4. MAWC further notes that the correct legal name of the company is Missouri-American Water Company and its principal location is at 727 Craig Road, St. Louis, Missouri 63141.
5. In response to the allegations of paragraph 2 of the Complaint, MAWC admits certain facts alleged herein, denies certain facts alleged therein, and is without sufficient information to form a belief to the truth of certain facts alleged therein and therefore denies them, as follows:
 - a. MAWC denies that it refuses to honor its "budget payment agreements."
 - b. MAWC denies that it hires third party contractors to disconnect service due to non-payment, and that those contractors are only paid if they disconnect.
 - c. MAWC denies that it does not provide notice prior to performing a disconnection.

6. In response to paragraph 3 of the Complaint, MAWC admits certain facts alleged herein, denies certain facts alleged therein, and is without sufficient information to form a belief to the truth of certain facts alleged therein and therefore denies them, as follows:

- a. MAWC denies that it would not respond to Harter during a disconnection.
- b. MAWC denies that it did not honor its agreements.
- c. MAWC is without sufficient information to form a belief as to whether Harter went to the Fenton Dierbergs grocery store on January 24, 2013 to pay \$45.00 toward his outstanding balance.
- d. MAWC denies that it told Harter they would mail him payment letters for two additional budget payments.
- e. MAWC denies that it does not coordinate its calls with calls made by its collection agencies.

7. Additionally, CAASTL has indicated that Harter requested assistance from their organization on December 3, 2012 and his account was pledged on December 4, 2012. CAASTL paid their pledge portion on Harter's account on January 14, 2013, leaving a balance of \$145.82 due and payable by Harter. This amount was not paid, no arrangements were made with regard to a payment plan and this failure to pay ultimately led to the shutoff of water service on February 4, 2013.

8. On February 7, 2013 Harter contacted MAWC regarding entering into a payment agreement to pay the delinquent amount of \$145.82. See attached **Appendix A**.

9. On March 11, 2013 Harter was billed \$267.51, this amount was not paid in a timely fashion. Harter contacted MAWC on May 1, 2013 to enter into a new payment agreement to pay the delinquent amount due and owing. See attached **Appendix B**. Mr. Harter made a \$67.00 payment on May 1, 2013 as outlined by the payment agreement, and Harter's account currently carries a balance of \$200.51.

10. Harter has a history of non-payment on his account. See the attached **Appendix C** account ledger that shows Harter's history of carrying an account balance.

11. Harter, who is an attorney, has a history of filing similar claims against utilities based upon "payment arrangements" that allegedly are breached by the utilities. See *Harter v. Laclede Gas Company*, Missouri Public Service Commission Docket Number GC-2010-0217 and *Harter v. Union Electric Company*, Missouri Public Service Commission Docket Number EC-2013-0491.

12. The following attorney should be served with all pleadings in this case:

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WHEREFORE, Missouri-American Water Company respectfully requests that the Missouri Public Service Commission dismiss the Complaint with prejudice at Complainant's cost.

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

By: /s/ Timothy W. Luft
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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 this 21st day of May, 2013, to:

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