

KIM SULLENS,)
)
 Complainant,)
)
 vs.) Case No. SC-2009-0342
)
 AQUA MISSOURI, INC.,)
)
 Respondent.)

COMES NOW Respondent Aqua Missouri, Inc., by and through Counsel, and for its Answer to Complaint states as follows:

1. Aqua Missouri, Inc. admits Paragraph 1 of the Complaint.
2. Aqua Missouri, Inc. admits that on January 20, 2009 the sewer service at 3444 Horseshoe Road, Jefferson City, Missouri was dug up at the service connection at the main and an Elder Valve was installed and the service was shut off for non-payment. Aqua Missouri, Inc. denies all other allegations in Paragraph 2. In further response, Aqua Missouri states as follows:

- a. The customer, Kim Sullens was advised to pay \$778.68 past due amount plus a disconnection/reconnection fee of up to \$800.00 per Aqua Missouri's tariff. The customer received numerous notices of delinquency prior to this action. The delinquency includes months at both the prior rate of \$27.75 per month and the current rate at \$44.79 per month, plus penalty charges.

- b. Aqua Missouri's Tariff authorizes a disconnect/reconnection fee. Tariff page
- SR 4, (3): The customer will be charged the actual cost of disconnection or reconnection of

their service line to the Company's sewer. This cost may not exceed the maximum amount of \$400.00 for either disconnection or reconnection. The maximum cost for both activities may not exceed \$800.00.

c. Aqua Missouri's Tariff also provides for payment of past due amounts prior to reconnection. Tariff page SRR 27 (f): Reconnection of any customer disconnected by authority of this rule will be made subject to payment of the cost as provided in the Schedule of Service Charges of both reconnection and disconnection.

d. After being disconnected on January 20, 2009, Kim Sullens called the call center on January 21, 2009 and advised that she was disconnected and that she would have to pay the balance of \$778.68 up front along with the disconnection/reconnection fees. Ms. Sullens inquired as to the amount of the disconnection/reconnection fees.

e. On January 21, 2009 Ms. Sullens was called and informed that she would have to pay the \$788.68 and estimated disconnection/reconnection fee of \$714.39 before her service turned back on. The estimate amount of \$714.39 included:

i. Excavation Service: Disconnection of main and lateral lines; installation of Elder Valve in easement and reconnection to main. Elder Valve plunger installed for disconnection. Estimate, \$577.00.

ii. Elder Valve. Actual invoice cost, \$59.14.

iii. Aqua Missouri Employee Labor. Estimate, \$78.25

f. Ms. Sullens did also visited the Missouri office and was verbally provided this same information and the dollar amounts above along with copies of the tariff sheets related to this matter.

g. Aqua Missouri, Inc. informed Ms. Sullens that the 10 day computer generated notice did not contain a disconnection/reconnection fee because it is not a set fee but rather, a variable fee that must be estimated, processed and then added to an account. Sewer only accounts are a different process per the tariff sheets.

h. Aqua Missouri attempted to accommodate Ms. Sullens by providing an estimate of the disconnection/reconnection fees so that she could pay such fees and have her service reconnected on January 21, 2009. The actual disconnection/reconnection costs totaled \$944.89, including:

- i. Excavation invoice: \$780.00
- ii. Elder Valve: \$59.14
- iii. Aqua Missouri labor: \$75.25

i. Aqua Missouri only billed Ms. Sullens for the original estimate, rather than the maximum \$800.00 authorized by Aqua Missouri's tariff. Ms. Sullens, after informing the local office and call center that she would never pay a reconnection/disconnection fee and refusing to pay the amount, paid the amount on February 27, 2009. At that time, her service was restored.

3. Aqua Missouri, Inc. denies the allegations in Paragraph 2, and in further response incorporates its answers to Paragraph 2 as if such answers were set out more fully herein.

WHEREFORE Respondent prays that this Commission deny the relief requested by Complainants and for such other relief as this Commission deems appropriate.

Respectfully submitted,

BLITZ, BARDGETT & DEUTSCH, L.C.

By:


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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Answer of Aqua Missouri, Inc., was sent U.S. Mail, postage prepaid, this 27th day of April, 2009, to:

Lewis Mills
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