

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

Alice Geary,)	
)	
Complainant,)	
)	Case No. WC-2009-0147
v.)	
)	
Missouri-American Water Company,)	
)	
Respondent.)	

ANSWER

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

1. *Respondent, Missouri American Water Company of P.O. Box 578 Alton, Illinois 62002, 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.

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

(a) *On December 24, 2007 I left my home for an out of town trip. There were no plumbing problems inside my home at the time a friend picked me up. Both toilets worked normally. On my return on January 7, 2008, as my friend and I entered the front door we both heard the loud sound of rushing water. We found in both bathrooms that water was spraying all over both rooms. When the maintenance tech repaired them that evening he told me that the "fills" in both toilets were damaged so that they would not shut off. He also stated there had been many water main breaks in St. Louis over the past week or two, and he attributed the damaged fills to the repair of a water main break which got sand or dirt in the line to my house. He replaced the fills that night and there was no more spraying. A few days later my neighbor informed me that there had been a water main break in our cul-de-sac that was being repaired while I was out of town. A few weeks afterward I realized my sump pump was not coming on. It also had to be replaced.*

Answer: MAWC admits that it repaired a water main break on December 28, 2007 at the corner of Patrina Court and Baptist Church Road, approximately 1,500 feet from Complainant's home. MAWC denies that there had been an unusually high number of water main breaks in St. Louis at that time and denies that any water main break caused sand or dirt to enter Complainant's water service line. Further answering, MAWC states that according to the call records of the approximately 42 other customers on Complainant's street, no other customer called about a pressure surge on or about December 28, 2007, as one would expect if a pressure surge had occurred on that date, as Complainant alleges – in short, a pressure surge would not have been isolated to Complainant's residence but would have affected all the customers along the main. Further answering, MAWC states that it is without knowledge or information sufficient to form a belief as to the truth of each and every other averment contained in paragraph 2(a) and therefore denies the same.

(b) Later in talking to a friend who worked for a street department, I was told that a water main break repair can damage inside plumbing when a forceful stream of air is blown into the line leading into the home (dislodging debris in the pipes.) After communicating with MAWC I sent in my receipts for repairs along with payment for water usage estimated from that of my usual winter quarter (\$39.22) (See letter dated 4-17-08).

Answer: MAWC admits that Complainant sent certain receipts to MAWC. Further answering, MAWC states that it is without knowledge or information sufficient to form a belief as to the truth of the averment that Complainant was told certain things by a friend, and therefore denies the same.

(c) MAWC showed an adjustment of \$161.30 for 104,250 gallons but the total was calculated at \$1.16/gallon rather than \$1.73 gallon as they had charged me. They also deducted \$8.49 gross receipts tax leaving \$90.75 for me to pay.

Answer: MAWC admits that it gave a courtesy leak adjustment to Complainant in the amount of \$169.79. Further answering, MAWC states that no statute, regulation or tariff

requires MAWC to give leak adjustments to customers – customers are responsible to pay for all the water that flows through their meters.

(d) On May 19, I wrote a second letter to MAWC. On June 16, MAWC sent me a letter stating that their courtesy adjustment is a “one-time only courtesy.”

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

3. *The Complainant has taken the following steps to present this complaint to the Respondent:*

(a) On January 8, 2008, I called MAWC about the incident. I was told to wait until I received a bill and that a courtesy adjustment would be made. March 14, 2008 MAWC wrote me a letter noting water usage over 50% higher than usual. When the bill for \$298.76 was received I called again and was told to send in my repair receipts, which I did with a letter (see 4-17-08 letter).

Answer: MAWC admits the averments contained in paragraph 3(a).

(b) 4-28-08 - Reply from MAWC re credit adj of \$161.30 (representing 104,250 gallons at lower rate (\$1.16) then charged (\$1.73)).

5-19-08 – I wrote a second letter (see copy) to MAWC.

6-16-08 – Reply from MAWC.

Answer: MAWC admits the averments contained in paragraph 3(b), except that the amount of the adjustment was \$169.79.

(c) Approximately 7-15-08 – Call from “Dan” at MAWC. He stated customers must keep plumbing resistant to “this kind of thing.” I searched through all MAWC communications over past years. There was no directive or warning promulgated regarding such a responsibility.

Answer: MAWC states that it has no record of a call to Complainant on July 15, 2008, but states that there were telephone communications with Complainant in the month of July 2008. Further answering, MAWC states that customers’ responsibility to maintain their own plumbing is set forth in MAWC’s tariff on file with the Missouri Public Service Commission, and MAWC is not required to give any “directive” or “warning” to individual

customers in that regard. MAWC denies each and every other averment contained in paragraph 3(c).

(d) 7-15-08 – Acknowledgement from PSC re informal complaint.

Answer: MAWC admits the averments contained in paragraph 3(d).

WHEREFORE, Complainant now requests the following relief:

MAWC stated they adjusted 104,250 gallons of excess water. Since they billed me \$1.73 for 153 CFS they should adjust at the same rate, not \$1.16 for 153 CF's. I request an adjustment of \$90.75 for the water spraying into my house as a result of the water main break repair. I already paid \$38.22 for the winter quarter which represents an amount for at least my average winter quarter. In fairness this "courtesy" adjustment should be calculated at the usage billed rate.

Answer: MAWC states that no statute, regulation or tariff requires MAWC to give leak adjustments to customers – customers are responsible to pay for all the water that flows through their meters.

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

5. As its First Affirmative Defense, MAWC states that Complainant has failed to state a claim upon which relief can be granted, in that Complainant does not dispute the amount of water usage that has been registered by her meter, she simply asserts that she should have received a larger courtesy leak adjustment, which is not a valid reason for non-payment under governing statutes, regulations and 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, and order Complainant to pay her outstanding \$90.75 bill.

MOTION TO DISMISS

1. Complainant alleges that she had high water usage because of conditions in her own plumbing.

2. Complainant does not dispute that the amount of water charged to her was validly registered by their water meter.

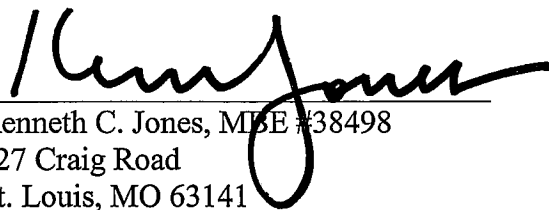
3. Complainant has set forth no legally cognizable reason for not paying her water bill; she claims only that she should receive a greater courtesy leak adjustment from MAWC, even though the grant of a leak adjustment is provided by MAWC as a courtesy to customers and is not required by law.

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, and order Complainant to pay her outstanding \$90.75 bill.

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

By:



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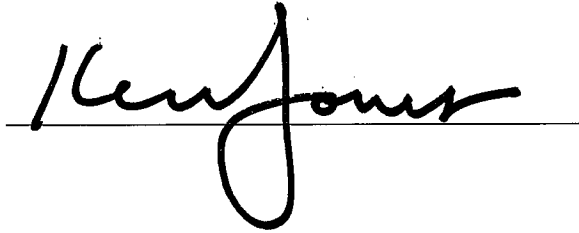
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed postage prepaid the 24th day of November, 2008, to:

Kevin Thompson
General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Lewis R. Mills, Jr.
Public Counsel
Missouri Office of Public Counsel
P.O. Box 2230
Jefferson City, MO 65102-2230

Alice Geary
11127 Patrina Court
St. Louis, MO 63126

A handwritten signature in black ink, appearing to read "Kevin Thompson", is written over a horizontal line.