

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

FILED
November 19, 2015
Data Center
Missouri Public
Service Commission

Stuart A. Solin)	
)	
Complainant)	
)	
v.)	File No. WC-2016-0088
)	
Missouri American Water Company,)	
)	
Respondent)	

RESPONSE TO FIRST AMENDED ANSWER

COMES NOW Complainant, Stuart A Solin, pursuant to the Respondent's *First Amended Answer*, issued on November 11, 2015, and respectfully states as follows to the Missouri Public Service Commission ("Commission or PSC"):

1. Complainant **accepts** MAWC's admission that it provides service to the Complainant, Stuart A. Solin, at the identified address. (Complaint, para. 1 and 2)

2. Complainant **accepts** MAWC's admission that it is a public utility under the jurisdiction of the Commission and that its registered agent is CT Corporation System. (Complaint, para. 3 and 4) and **accepts** MAWC's further statement that its mailing address for purposes of this case is that designated in its First Amended Answer.

3. Complainant **accepts** MAWC's admission that Complainant has alleged in his original complaint that the amount at issue was \$1,232.40. (Complaint, para. 5). Complainant **rejects** MAWC's inference that Complainant's Refined Leakage Overcharge Analysis, filed on October 27, 2015, reduces the amount at issue to \$668.47 and states that the revised amount at issue is \$968.47 which includes the unnecessary \$300 charge the Complainant incurred for the replacement of a main shut-off valve. To the extent necessary, Complainant **rejects** MAWC's

denial of Complainant's allegations and **rejects** their disagreement with the requested relief found in Complaint, para. 6 (as amended).

4. Complainant **accepts** MAWC's admission of the allegations contained in Complaint, para. 7.

5. Complainant **accepts** MAWC's admission that its representatives have had both e-mail and telephone communications with Complainant since March 15, 2015. Complainant **rejects** MAWC's admission that it has denied responsibility for the leak and asserts that MAWC *initially* denied such responsibility and then admitted responsibility in writing by attributing a customer bill credit of \$54.88 to a "Company Leak". Complainant states that the phrase "Company Leak" unambiguously allocates the sole responsibility for said leak to MAWC. Accordingly, Complainant **rejects** any implication that the aforementioned bill credit was a philanthropic gesture. Complainant **accepts** MAWC's admission that Complainant previously filed a law suit in Small Claims Court and that MAWC has refused to provide the relief requested by Complainant. Complainant **rejects** MAWC's denial of the remaining allegations contained in Complaint, para. 8.

6. Complainant **rejects** MAWC's denial of all allegations of the Complaint not specifically admitted herein, and **rejects** MAWC's denial that Complainant is entitled to any relief from this Commission.

7. Complainant **accepts** MAWC's concurrence that Complainant's recorded usage appears to have resulted from a leak. Complainant **rejects** the assertion that Complainant, as the customer, is responsible for the maintenance of his water service line from the main to his

premises. The water from the main to the premises must pass through a water meter which is not only the sole property of MAWC, but also is installed and maintained by MAWC and over which the Complainant has no control. Included as part of the meter are the gaskets used to interface with pipe flanges on the proximal and distal sides of the meter. The leak was repaired when MAWC replaced said gaskets AT THEIR EXPENSE thereby conferring their sole responsibility for the meter AND the gaskets as further evidenced by MAWC's admission that the leak was a "Company Leak". For the reasons noted above and given the presence of the company owned meter in the pipe run between the main and the Complainant's dwelling Complainant **rejects** the assertion that for a leak to impact the meter reading, it must necessarily be on the portion of the line for which the customer is responsible. Complainant **rejects** MAWC's assertion that he is responsible for the maintenance of all inside piping. (MAWC Tariff Book PSC MO No. 13, Sheet Nos. R 6, R 16-R 17), an exception being Complainant's adherence to instructions from MAWC to replace a customer-owned main shut-off valve to cure a leak that MAWC subsequently admitted was a "Company Leak" external to the dwelling.

8. Complainant defers to the Commission consideration of MAWC's assertion that the Complaint fails to state a claim upon which relief may be granted and should be dismissed, in that the Complaint fails to allege any violation by MAWC of any law under the Commission's jurisdiction or of any Commission rule or order. However, Complainant notes that MAWC sought dismissal of Complainant's Small Claims Court action on the grounds that "the PSC has primary jurisdiction over all billing and rate disputes involving Respondent, and Complainant did not exhaust his administrative remedies (*with the PSC*)."

Thus, MAWC's argument is both circular and specious.

9. Complainant defers to the Commission consideration of MAWC's affirmative defense which states that it has acted in accordance with its tariffs and that its tariffs are prima

facie just and reasonable. However, Complainant has raised a billing issue not a tariff issue. Moreover, MAWC has already asserted that the PSC has primary jurisdiction over all *billing* and rate disputes” (see also point 8 above). Thus, its time- and circumstance-dependent positions are clearly self-contradictory.

WHEREFORE, having fully responded to the MAWC FIRST AMMENDMENT ANSWER, Complainant requests such sought after relief that is just and proper under the circumstances.

Respectfully submitted,

Stuart A. Solin

By:



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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document in .pdf format has been sent by electronic mail this 18th day of November, 2015, to:

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