**DIRECT TESTIMONY**

**File No. WC-2019-0178**

Before beginning I would like to explain that the use of the word “I” in this testimony may refer to either me or my wife. Since English is my second language, I have an accent and am hearing impaired, my wife often handles the phone calls with the utility companies. Yet, I am always involved in the details and decisions relating to any issues. This testimony speaks on the behalf of both of us, but I have asked her to read it for the above reasons.

In October of 2018 we received a water bill of $718.22 for our property located at 66 Meadowbrook Country Club Estates (MCCE). The bill was for usage that supposedly occurred from July 6 to October 2, 2018. This bill left us shocked and incredulous since the property had been vacant since July 26, 2017. It had been undergoing an update in preparation for being listed for sale and the bulk of the work had been completed months before the billing period in question. The highest bill at this location since January, 2018, was just under $90. The chart on page 3 of the Staff Report dated January 25, 2019, graphs the usage reading since the first quarter of 2013. It clearly demonstrates that the reading for the quarter in question is a radical departure from the previous usage over more than a five-year period. In fact, the usage was, to quote the staff report, “ten times higher than the average bill for the third quarter. Rather than the minimal invoice the customer expected, the billed usage amounts to about 2.5 years of normal usage when the home was occupied.” When a Missouri American Water Company (MAWC) technician came to read the meter manually on October 23, 2018, there was no movement on the meter. I cannot imagine what event could have caused such an astounding spike in usage. When we received the bill, we performed a thorough inspection of the property and found no leaks or water left running either inside or outside the home. Any leak in the sprinkler system, which was not in use because of ample rain, would have been manifested by a water-soaked area in the yard. We lived at this property for over 25 years and never had such an outrageous water bill, even in the summer with four children at home.

After making every attempt within my power to resolve this issue of what we considered to be an erroneous bill, I filed an informal complaint with the Missouri Public Service Commission (MPSC) on November 11, 2018. When the MPSC completed their investigation and decided in the water company’s favor, I submitted a small formal complaint to them on December 7, 2018. As part of the MPSC staff’s investigation of this matter, the water meter at 66 MCCE was pulled and tested. I attended this test along with several members of the MPSC staff. During the testing procedure, I asked for an opportunity to examine the inside mechanism of the meter. Being a mechanical engineer, I wanted to verify that all the components appeared to be in good condition. The water company representative in charge complied, but, rather than opening my meter, he opened another meter. This was witnessed by the staff members attending. Unfortunately, it was not until later that I realized that I didn’t have an opportunity to examine the actual meter from my residence. This was in itself suspect, and I must question why I was shown a different meter to examine. Therefore, even though the meter tested that day evidently functioned properly, I cannot accept the validity of the meter test performed that day. My protest of the water bill continues not only because I still have insufficient proof that the meter was accurate but also because I continue to believe that MAWC may be retaliating for other complaints I have made over the past several years. As I will demonstrate with the following incidents, I have become a thorn in MAWC’s side and they seem determined to become one in mine.

In November, 2012, a leak occurred in MAWC’s main water line at our commercial property at 569 Melville Ave. in University City. Initially, MAWC said the leak appeared to be in our line. Going to considerable trouble and expense, we excavated and located the leak in MAWC’s line. A water company representative verified that this was the case, yet MAWC refused to reimburse me for my expenses and damages. My attorney wrote them a letter demanding $5530.50 as reimbursement for the cost of excavation as well as the material loss and clean up caused by flooding in my basement. (See Attachment 1.) I admit I made a big mistake in failing to follow through with a lawsuit and/or filing a complaint with the MPSC.

In October, 2016, a tenant at this same property broke his lease and vacated the premises at 6600 Delmar. (This address is billed under 6602 Delmar where the meter is located.) As I am sure you are aware, a tenant can put his name on the MAWC account, but MSD requires that the property owner’s name remain on the sewer account. Therefore, I continued to be billed by MSD for this location even though the space was vacant and there was no usage. I called MSD and explained the situation but was told that they had to keep billing as long as the water was on. I called MAWC, explained the situation, and was told that they could not fulfill my request to turn the water off because it was not in my name. The tenant, who owed them money, had failed to take his name off the account or turn off the water, and we did not know his whereabouts. There was no explanation why they did not simply disconnect his service for non-payment, but they continued to suggest that I pay his bill and put the account in my name to solve the problem. Obviously, I did not want to do this. I launched a new series of complaints with MAWC and filed an in informal complaint with the MPSC in the summer of 2018. The water was finally shut off on September 7, 2018. (See Attachment 2.) During this time, I called both MSD and MAWC repeatedly begging that the water be shut off and/or the sewer bills cease. MSD continued to say MAWC said the water was on. MAWC continued to say they could not turn it off. No one could ever explain to me why it took almost two years for this to occur. Meanwhile, I paid almost two years of sewer bills for no usage. MAWC and MSD records should verify this situation.

At this point, I did not realize that our troubles with MAWC were just beginning. We own several properties, both commercial and residential, and our next issue was with a residential rental property. In July, 2018, the tenant at 7435 Warner Ave. in Richmond Heights moved out at the end of her lease without paying her last month’s rent. Upon visiting the property in August, I discovered that the water was off. I did not know when or why this had occurred and was obviously upset to learn that there had been no water on at the property, creating a fire hazard. Upon contacting MAWC, I was told the water had been turned off because the tenant had a past due balance. I protested that they had not informed us, the property owners, that the water was being shut off. We had the water turned back on August 15 and received a bill dated August 28 for the billing period of August 15 to August 25. (See Attachment 3.) We were shocked that this bill showed no usage yet showed $67.49 due for eleven days. The bulk of the charges were for a temporary service fee of $61. I called to protest these charges on September 7 and a BTEM Case #1025400803 was created. The agent said they would call us back the following week. (See Attachment 3 again.) We received no call back but received a letter dated September 14 acknowledging our inquiry about a higher than expected water bill and stating that a technician had been sent out to verify the meter reading. (See Attachment 4.) The case had not been created to dispute the meter reading, which had shown no usage. This letter did not even speak to the issue, and it had been a waste of time to check the meter. Since we still had not received a response regarding our case, I called again on September 20. Instead of an answer to the first case, two new cases were created (#137113584 and #1025577671). (See Attachment 3 once more.) I was told the account would not be considered past due until the cases were resolved. The next thing that happened was the receipt of a bill dated September 17 for a total of $114.05. The previous balance of $67.49 was part of this total. This bill was followed by a letter dated October 16 stating that the balance of $114.05 was past due and if not paid within ten days it would be referred to collections. (See Attachments 5 and 6.) The original BTEM case for which there had never been a relevant resolution had been created September 7. I had been told open cases prevented collection. This letter prompted me to contact the MPSC and enter an informal complaint on October 22. (See Attachment 7.) Since no one at the water company had been able to tell me whether they had the right to turn off water service without notifying the property owner, the MPSC representative said she would investigate that, as well as the policy regarding temporary service fees. This was followed by a notice form a collection agency dated October 30, 2018. (See Attachment 8.) Apparently, the promise that the account would not be considered past due or sent for collection until the BTEM cases were resolved was meaningless. Fortunately, the MPSC intervention was successful in resolving the bill issue and reducing our balance to $19.55. (See Attachment 9.) Our questions regarding our rights were never clearly answered though. As a result of the ongoing complaints we had filed with MPSC, we finally received information on MAWC’s Cut-In Landlord Program. (See Attachment 10.) This program gives a landlord only five days to move in a new tenant before fees are involved and is not even available if the water was shut off for the tenant’s non-payment. Such a program is of little use in the real world because it is seldom that a landlord can get a new tenant into a property within five days after the previous tenant vacates. The landlord has no way of knowing if the previous tenant left an unpaid balance which would cause the water to be shut off. Such policies should be designed to help landlords not make it more difficult for them to manage utilities at their properties. At the very least, landlords should be notified if service is going to be disconnected. I suggest the water company’s taking a deposit on new accounts, as some utility companies do, would simplify this situation.

Our next problem occurred at our commercial property at 569 Melville again, but this time it was a billing issue. This account had been on auto pay for some time. On December 13, 2018, I was reviewing the auto payments for all our accounts and discovered that the water bill for this address (in the amount of $1129.09) had never paid even though it had been due December 4. When I called MAWC, the agent explained that the account had been taken off auto pay accidentally and had already been put back on December 12. She went on to say that, since it would take until the next billing cycle for it to auto pay again, I should send in a check for this payment. She also explained that it would not be considered late and they were waiving the late fee which had already been charged to the account and would be credited. (See Attachment 11.) I sent a check for the full balance immediately. The very next day when checking our bank account online, I was shocked to discover the amount of $1112.15 had just auto paid. This was the bill balance less the late fee that she had mentioned. Since I had already mailed the check, I put a stop payment on it because the bill had already been paid. A few days later we received a disconnect notice giving us until December 24 to pay the balance of $1129.09. (See Attachment 12.) Naturally, I called and was told it had been mailed December 11, two days before I called on December 13. In other words, MAWC did not realize until I called that our account had been accidentally removed from auto pay. Even more shocking, at the end of the month, we received a letter stating that, although our payment of $1129.09 had been received, our check had been returned due to stop payment. Keep in mind that the bill payment had been deducted from our bank account on December 14, and this letter was dated December 22. (See Attachment 13.) When I called on December 31 to point this out, I was told that we were now being charged a fee of $12 because we had put a stop payment on our check. The agent did not see the illogic of charging a fee for stopping payment on a bill that had already been paid and was totally inflexible. I asked for a supervisor and was told one would call me. A supervisor named Elaine called on January 2, but I missed her call. When I called back, I spoke with Desiree who said the supervisor had waived the $12 fee. She went on to explain that auto pays had been cancelled with the switch to monthly billing. I guess the auto pay cancellation was not accidental after all, but not everyone knew that when I called on December 13. When I expressed shock that this could have happened without customer notification, she verified that it indeed had. She went on to say that this account would auto pay in February. Actually, our next bill was due in March. I note with interest that, at the time of writing this testimony, monthly billing has still not begun for our commercial account, even though it should have begun months ago according to a company mailing and a letter regarding the installation of the AMI device at this address. (See Attachments 14 and 15.) It seems there is confusion in other departments at MAWC as well.

We certainly were not prepared for the next issue with our water company. It was holiday time and the bill for our residential service at 1048 S. McKnight Rd. in Richmond Heights was due December 21. Because of the busy season and visiting family, I did not discover until January 3 of this year that the bill had not auto paid. I called immediately and spoke with Desiree again who confirmed what I expected: that all auto pays had been cancelled with monthly billing without any notification to customers. Even though I thought this problem had already been corrected, she said this account would not auto pay until February so I should send in the $215.98 payment now. I explained to her what had happened with the auto pay situation with the 569 Melville account and how frustrating it was. She assured me three times that the McKnight account would not auto pay. (See Attachment 16.) As before, I sent the check immediately. On January 7, I should not have been surprised to discover that $215.98 had auto paid from our bank account on January 4, which was the day after my call just as had happened with the Melville account. Of course, I called immediately and was told the check would be returned and that the agent had already set that up in the system. Actually, our following bill for McKnight was deducted from the check and another check for $170.10 was refunded to us. That was fine but not what I was told would happen. (See Attachments 17 and 18.) As a footnote to this account, monthly billing began as scheduled, but we received duplicate letters on consecutive days regarding the AMI install on this meter. Confusion seems to be part of the fabric at MAWC. (See Attachments 19 and 20.)

Up until the day I am writing this testimony we continue to suffer what I consider harassment from our water company. Now we are dealing with an issue at another rental property. It is a house owned by me and my son. When he moved out, we left the water in his name. A tenant moved in on May 1, 2018, and he was supposed to place the water service in his name. We discovered he had failed to do so when our son received past due and disconnect notices. To be brief, it was not until January 26, 2019, that the tenant finally had the service put in his name. We learned in February that he still had a past due balance for usage in the fall and it was still in our son’s name. The MAWC agent explained that the tenant simply needed to back date his start of service to May 1, and the debt would be erased on our son’s record. The tenant did not do so quickly enough, and our son received a collection notice. Of course, we are frustrated with our tenant, but the water company compounded our frustration when we encountered an unhelpful agent. I called to verify that the bill had been paid and that the tenant’s service had been back dated to May 1 so that our son would be free of a debt that was not his. The agent refused to give me any information, insisting that it would be a violation of HIPPA. I knew this was not true because I have always been able to get this kind of basic information on the water accounts at our many properties. Fortunately, when I called the next day, I was assisted by a better trained agent who informed me that the bill had been paid, but the account had not been back dated.

This chronicle of our frustrating experiences with MAWC should clearly illustrate why we have little faith in this company. We have encountered so much incompetence, confusion and unreasonableness in our dealings with MAWC that we must conclude that they are either “out to get us” or often do not know what they are doing. We have probably spent over 100 hours of our time dealing we these issues over the years. At the rate of $100 an hour, that would total $10,000. This is in addition to the stress we have had to endure. You might question why we are now spending even more valuable time fighting a bill of less than $1,000. The answer is twofold: we feel compelled to stand up for our rights. We feel equally compelled to speak out on behalf of all of MAWC’s customers who are also subjected to the company’s often incompetent customer service and unfair treatment and practices. MAWC has a monopoly that will allow them to continue to get away with this abuse unless customers protest. We believe our unexplainably high water bill at MCCE is the result of either bias or incompetence or both. Therefore, we want it adjusted to a normal bill for that vacant property as well as compensation for our lost time. We are also hopeful that this process will help improve MAWC’s policies and customer service so that we and other customers do not have to continue dealing with so many frustrating and unfair issues. Thank you.