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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

ALICE GEARY  
VS.  
MISSOURI AMERICAN WATER COMPANY

Case No. WC-2009-0147

TRANSCRIPT OF PROCEEDINGS  
PREHEARING CONFERENCE

VOLUME 1

MARCH 19, 2009

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STATE OF MISSOURI

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PUBLIC SERVICE COMMISSION

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TRANSCRIPT OF PROCEEDINGS

5

Prehearing Conference

6

March 19, 2009

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Jefferson City, Missouri

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Volume 1

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Alice Geary,

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Complainant,

)

Case No. WC-2009-0147

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V.

)

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Missouri American Water Company, )

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Respondent.

)

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DANIEL R.E. JORDAN, Presiding,

17

REGULATORY LAW JUDGE

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REPORTED BY:

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1 P R O C E E D I N G S

2 JUDGE JORDAN: This is Case  
3 No. WC-2009-0147, Alice Geary versus Missouri American  
4 Water Company.

5 And I have on the line Ms. Geary?

6 MS. GEARY: Yes.

7 JUDGE JORDAN: And I've been addressing you  
8 as Ms. Is that your preferred form of address?

9 MS. GEARY: It's kind of ambiguous because  
10 I'm Mrs. Sgroi, but you can call me Ms. Geary, I guess.

11 JUDGE JORDAN: All right. Whatever works  
12 for you is fine by me.

13 And we have Mr. Jones for Missouri American  
14 Water Company?

15 MR. JONES: Yes, Judge.

16 JUDGE JORDAN: And we have some other people  
17 here in the hearing room where our telephone unit is  
18 located, and they are -- well, we'll begin with Ms. Ott  
19 from the General Counsel's Office.

20 Will you enter your appearance, please.

21 MS. OTT: Yes. Jaime Ott for the Staff of  
22 the Public Service Commission, Governor Office Building,  
23 Suite 800, Jefferson City, Missouri 65102.

24 JUDGE JORDAN: And you have some  
25 representatives of your client with you?

1 MS. OTT: Yes.

2 JUDGE JORDAN: Okay. And will you introduce  
3 them, please.

4 MR. SCHEIBLE: I'll just introduce myself.  
5 I'm Jerry Scheible. I'm a Utility Regulatory Engineer in  
6 the Water and Sewer Department here at the Public Service  
7 Commission, 200 Madison Street, Jeff City 65102, I  
8 believe.

9 JUDGE JORDAN: Any other representatives of  
10 your client here?

11 MS. BRUEGGEMANN: Gay Fred has just walked  
12 in from Consumer Services, the Manager of Consumer  
13 Services; Marilyn Doerhoff also of Consumer Services is  
14 present; Jim Busch, Manager of the Water and Sewer  
15 Department is here; and Shelley Syler Brueggemann --  
16 that's who is speaking -- is with the General Counsel's  
17 Office also.

18 JUDGE JORDAN: Very good. All right.

19 MS. GEARY: I couldn't hear most of that.  
20 Was that Gay Fred?

21 JUDGE JORDAN: Yes.

22 MS. GEARY: Okay. And who did she have with  
23 her?

24 MS. BRUEGGEMANN: Marilyn Doerhoff, also  
25 with Consumer Services; and then Jim Busch with Water and

1 Sewer Department; and then Shelley Syler Brueggemann is  
2 observing from the General Counsel's Office also.

3 MS. GEARY: Who was that last name?

4 MS. BRUEGGEMANN: Brueggemann.

5 MS. GEARY: Okay. All right.

6 JUDGE JORDAN: Okay. And I'm Daniel Jordan.  
7 I'm the regulatory law judge assigned to this case, and  
8 I'll be conducting this prehearing conference.

9 If we go to hearing, I'll be presiding over  
10 the hearing. I don't have any stake in this dispute, just  
11 like Staff has no stake in it, but Staff has some  
12 expertise that may be helpful to us, and my interest is in  
13 conducting an orderly procedure.

14 This is a prehearing conference. We will  
15 not be taking any evidence, though we are on the record  
16 and you can put certain things, request motions and things  
17 like that on the record if you'd like.

18 Here is the way I'd like to go. I'd like to  
19 clarify everyone's position. I've gathered some of your  
20 positions through reviewing your pleadings, but I'd like  
21 you to set it forth to make sure that I'm clear on it and  
22 that everyone else is.

23 I will probably have some questions for you.  
24 Everyone will have a chance to talk. And I'd also like to  
25 see if we have some chance to -- I'd like to explore the



1 water that you think you should not have to pay for. Is  
2 that correct?

3 MS. GEARY: Yes, that's correct.

4 JUDGE JORDAN: And the amount that remains  
5 in dispute is \$90.75. Is that correct?

6 MS. GEARY: That's right, uh-huh.

7 JUDGE JORDAN: Okay. And your theory is  
8 that the repair of a water main blew out the valves in  
9 your toilet, maybe some air traps, something like that.  
10 Is that what you think happened?

11 MS. GEARY: Well, I was told that it could  
12 have just been a surge, you know, pressure surge, but it  
13 could have blown sand or dirt into the -- through the  
14 water service line and into the fill valve in the toilet.

15 It disabled two toilets at the same time.  
16 And this was good equipment. There wasn't anything wrong.  
17 It was during a two-week -- somewhere during a two-week  
18 period when I was out of town. The house was locked up.  
19 No one was here. No one was using the plumbing.

20 There wasn't anything wrong with it when I  
21 left. When I came back two weeks later, I walked in the  
22 door with a friend of mine, who had also taken me to the  
23 airport, and we both heard this loud gushing sound from  
24 the front door.

25 And so when we went up and looked, there was



1 water spraying all over the bathroom. And I called a  
2 maintenance tech who does my work for me, and he came, and  
3 he's the one that told me that the fill valves were stuck  
4 in the open position, and so that's why they were spraying  
5 water all over.

6 JUDGE JORDAN: Okay. Is there anything more  
7 you want to tell us about that part of your case?

8 MS. GEARY: Let me see if there is anything  
9 else I haven't said.

10 My equipment was in really good order.  
11 There was no problem with my toilets. And I also think it  
12 was significant that both of them went out at once.

13 And the maintenance technician told me  
14 that -- he's the one that -- you know, I mean, I was  
15 completely puzzled by the whole thing. He told me that it  
16 happens sometimes, that in the repair of a water main  
17 break, that there might -- sand or dirt might get into  
18 the -- into the toilet, you know, through the service  
19 line.

20 And I later talked with a friend who was a  
21 street supervisor. He was the supervisor of the Street  
22 Department in the City of St. Louis, and he told me that  
23 sometimes it was due to them blowing through the line when  
24 they were repairing the water main break.

25 And both of these people told me that these

1 occurrences were fairly common. And since I -- I didn't  
2 have anything wrong with my plumbing. I always maintained  
3 the equipment.

4 I didn't -- and I also -- like I say, there  
5 was no use of the water or the toilet during that --  
6 during the time that I was gone, and it was totally out of  
7 my control, and it was a result of the water main break  
8 and its repair, and that's why I feel that I should not be  
9 billed for the water.

10 The situation exacerbated by the fact that I  
11 was gone. Had I been here and something like that  
12 happened, it could have been repaired right away, but  
13 since I wasn't here there was nothing I could do about it,  
14 and that's why there was so much water.

15 JUDGE JORDAN: Okay. Go ahead. I'm sorry.  
16 I don't want to cut you off.

17 MS. GEARY: Well, I don't -- I'm trying to  
18 think if there is anything else I need to say.

19 I guess that's the main -- the main --  
20 that's the main -- that's the essence of my position.

21 JUDGE JORDAN: Okay. Now, I understand you  
22 received a credit on this bill in part. Is that correct?

23 MS. GEARY: Yes. It was -- I was billed  
24 about \$1.73 per unit, and the adjustment was something  
25 like 1.16.

1 JUDGE JORDAN: I noticed that differential.  
2 You mentioned that in your Complaint.

3 Is there anything else you want to add  
4 before we get Mr. Jones' take on this situation?

5 MS. GEARY: I guess that was -- looking here  
6 at my -- what I wrote on my Complaint, to see if there is  
7 anything else that I left out.

8 I can't think of anything else right now.

9 JUDGE JORDAN: Okay. Then let me turn to  
10 Mr. Jones for Missouri American and get his position on  
11 this.

12 Mr. Jones.

13 MR. JONES: Yes, thank you, Judge. And,  
14 Ms. Geary, nice to talk to you. Thanks for participating  
15 in the call.

16 I really just wanted to reiterate what was  
17 in our answer, that I guess we agree, we gave  
18 Ms. Geary a \$169 change adjustment to the bill, which  
19 we're not required to do by law or regulation, but our  
20 practice is when someone shows us that they had a plumbing  
21 problem and that's what led to the excessive usage, we  
22 give a credit, and we gave a credit in this case.

23 And factually what -- you know, what we'll  
24 show at the hearing is that, No. 1, you know, the customer  
25 is responsible for their own plumbing; and, No. 2, there

1 will be no evidence that anything -- that Missouri was the  
2 cause of Ms. Geary's plumbing problems.

3 I think -- I think the evidence will be that  
4 there are 30 or 40 or so other residents, homeowners, on  
5 the same line, and we received no complaints about any  
6 sort of pressure surge or sand or grit being in the line.

7 So any problem that did occur was the result  
8 of -- of property and equipment that Ms. Geary owned and  
9 nothing that was the responsibility of Missouri American  
10 Water.

11 JUDGE JORDAN: Okay. And I noted that  
12 position in your pleading. You characterized the issue as  
13 a leak inside her home. Is that correct?

14 MR. JONES: That's what it appears, that  
15 that's what happened. It's the leak occurred at the  
16 toilets.

17 JUDGE JORDAN: Well, let me ask you this,  
18 since being kind of new to all these engineering issues:  
19 Is it Missouri American Water's position that if -- and  
20 I'll just say if, because I know what your position is,  
21 but if Missouri American had done something that damaged  
22 the plumbing inside Ms. Geary's home, would the result be  
23 the same; that is, would she still have to pay this  
24 \$90.75?

25 MR. JONES: Yes, she would.

1 JUDGE JORDAN: Really?

2 MR. JONES: And, again, the big if there  
3 that's going to be established.

4 But as our tariff says, that there is no  
5 guarantee of pressure and -- continuous pressure and the  
6 customer is responsible to have, you know, pressure  
7 regulators, if they want such a thing on their own  
8 residential plumbing.

9 So we don't think that the evidence will  
10 show there was a pressure surge or sand or grit in the  
11 pipes; but even if there were, that would not be Missouri  
12 American's responsibility.

13 JUDGE JORDAN: Okay. Well, I appreciate you  
14 clarifying your position on that.

15 I'm going to turn to Staff now.

16 Oh. Did you have anything you wanted to add  
17 before we go to Staff?

18 MR. JONES: No, Judge.

19 JUDGE JORDAN: Okay. Thank you very much.

20 Well, I've read Staff's recommendation on  
21 this, and they do note the remarkable coincidence of two  
22 valves going out just after there has been some water main  
23 repair.

24 And let me just use that as a lead-in for  
25 Staff to state its position or recommendation on this, its

1 take.

2 MS. OTT: Well, we feel that while there was  
3 a coincidence between this, that the Company had not  
4 violated any Missouri statutes, rules or orders of the  
5 Commission or any of the Company's tariffs. So,  
6 therefore, we denied the request for the compensation for  
7 the \$90 and change.

8 JUDGE JORDAN: Okay. Let me ask you this  
9 since you have some experts here that can maybe shed some  
10 light on this.

11 Is it impossible for what Ms. Geary said  
12 what she believes has happened to have happened; that is,  
13 could air or water pressure blow out the two valves in her  
14 toilet? Is that impossible?

15 MS. OTT: I'm going to defer to my expert on  
16 this one.

17 JUDGE JORDAN: Please do.

18 MS. OTT: Jerry.

19 MR. SCHEIBLE: This is Jerry Scheible  
20 speaking, Engineer of Water and Sewer Department.

21 The answer to your question, Judge, I don't  
22 know if I can give you a yes or a no. It is not -- as far  
23 as I'm knowledgeable of, it is not common practice for  
24 anyone making a repair on a main to just blow air through  
25 the line for whatever reason, which if I understand, that

1 was what Ms. Geary's friend who worked for the Street  
2 Department suggested may have happened.

3 As far as I'm aware of, that is not any type  
4 of a common practice at all. A much more likely scenario  
5 is that pressure would be lost due to a break in the main,  
6 which could have drained all of the water out of the main  
7 serving her home, as well as possibly the internal  
8 plumbing in her home.

9 And in doing so, there are accumulations of  
10 grit or sand that do occur in lines over years and years  
11 and years, just the nature of the water itself that the  
12 water is carrying inside of, you know, any kind of  
13 corrosion or pipes, that sort of thing. It would not be  
14 at all uncommon for that sort of substance to be stirred  
15 up.

16 Part of the question here would be, is it  
17 more likely if there were -- if there was that sort of  
18 sediment stirred up in the line, did it originate in  
19 Ms. Geary's home in her own plumbing or would it be more  
20 likely to have originated out in the main itself?

21 JUDGE JORDAN: Well, sediment aside, and  
22 let's set aside also air, just a pocket of air in the  
23 line. Is it possible that a surge in pressure could do  
24 what Ms. Geary is describing?

25 MR. SCHEIBLE: Air in the line itself just

1 due to a loss of pressure to me is very unlikely to have  
2 caused the valve assembly in the toilet to fail on its  
3 own, just air --

4 JUDGE JORDAN: Okay. How about water?

5 MR. SCHEIBLE: -- or water pressure.

6 There should not have been -- I don't --  
7 just in general, I don't know that I can answer that.  
8 It's not something that I'm aware of in this situation.

9 I don't know why there would have been a  
10 surge in pressure. They would have repaired the line and  
11 would have reestablished pressure, normal operating  
12 pressure back to the main, and, therefore, normal pressure  
13 in the home. I don't know of a circumstance where there  
14 would have been excessive pressure.

15 JUDGE JORDAN: Okay. Anything that you want  
16 to add as to this before we move on?

17 MS. OTT: No.

18 JUDGE JORDAN: Okay. Well, here is how a  
19 hearing proceeds should we go to hearing.

20 Ms. Geary, you understand that you will have  
21 the burden of proving what happened. And while you don't  
22 have to have an eyewitness, the law allows me to take  
23 inferences from direct evidence. There will have to be  
24 something that shows me more likely than not that what you  
25 say happened did happen that way.



1 Are you with me, Ms. Geary?

2 MS. GEARY: I think so, uh-huh.

3 JUDGE JORDAN: Okay. All right.

4 And that would mean that you have to have  
5 something that -- you understand the hearing will be an  
6 evidentiary hearing; that is, you know, testimony under  
7 oath, documents identified and put into evidence.

8 I'll refer you to a section in the Missouri  
9 statute section, 536.070, that tells you what you have to  
10 do to get things in evidence should we go to a hearing.

11 MS. GEARY: Yes. Would you please repeat  
12 that?

13 JUDGE JORDAN: Yes, I will. It's 536.070.

14 MS. GEARY: That's CSR?

15 JUDGE JORDAN: That's in the Revised  
16 Statutes of Missouri.

17 MS. GEARY: Okay. All right.

18 JUDGE JORDAN: And you can bring -- and it  
19 is possible for you to bring people that are qualified,  
20 similar to Mr. Scheible --

21 Did I say that right?

22 MR. SCHEIBLE: Yes.

23 JUDGE JORDAN: -- with qualifications that  
24 can also opine on this. That's if we go to a hearing.

25 I guess the next thing that we should talk

1 about is the steps that will lead up to that hearing.

2 We have the hearing date scheduled for  
3 April 7th. Does that still suit everyone?

4 MR. JONES: Yes, that's fine with me, Judge.

5 JUDGE JORDAN: And, Ms. Geary, is that still  
6 good for you? Are you able to prepare in that time?

7 MS. GEARY: Well, I had asked for the work  
8 order that was involved in the repair of the water main  
9 break. And yesterday Jaime Ott called me. She had, I  
10 guess, talked to Gay Fred about that and thought that it  
11 would take a while to get it.

12 And so -- but then I believe she told me  
13 that it might take more than two weeks to get it. I mean,  
14 she can speak for herself, but I believe that's what she  
15 told me.

16 JUDGE JORDAN: Okay. Can you fill me in on  
17 that?

18 MS. OTT: Yes. I had heard that she wanted  
19 some discovery, so since it hasn't been brought to their  
20 attention yet, I figured it might take more than a couple  
21 weeks for the Company to get what she was requesting  
22 together.

23 But I'm not sure. We haven't discussed it  
24 with Missouri Water. So it's something --

25 JUDGE JORDAN: Well, let's talk about that

1     now.

2                     Ms. Geary, the process we're talking about  
3     called discovery is where you get documents from the other  
4     parties.

5                     MS. GEARY:  Uh-huh.

6                     JUDGE JORDAN:  And it's a fairly formal  
7     process really.  The thing that you're looking for is  
8     you're asking them to produce a document, and there's a  
9     way to serve that on them so that they have to comply.

10                    But, I mean, as long as we're all here,  
11     Mr. Jones, is there any problem with you coming up with  
12     the documents that she needs in time for this hearing?

13                    MR. JONES:  No.  If I could -- if we could  
14     describe precisely what is needed.  I mean, I probably  
15     have this in my file already.  I could get those to  
16     Ms. Geary.

17                    JUDGE JORDAN:  I sure would appreciate that.

18                    Ms. Geary, can you tell Mr. Jones what it is  
19     you need?

20                    MS. GEARY:  Well, I was told that there was  
21     a work order for the repair of the water main break.

22                    MR. JONES:  Yeah, there are some documents  
23     regarding the repair, yeah.  I could get those to you.

24                    MS. GEARY:  And I'm concerned about the  
25     exact location of the water main break, because the

1 information I received was different than what, you know,  
2 was in the report.

3 My neighbor told me that there was a water  
4 main break in our cul-de-sac, and that's not at Baptist  
5 Church Road.

6 MR. JONES: Yeah, I will get you the  
7 documents about the main break that we repaired at the end  
8 of December of '07.

9 JUDGE JORDAN: Does that sound like what you  
10 need, Ms. Geary?

11 MS. GEARY: Well, if there are any other  
12 water main breaks that were on Patrina Court or on Abdell  
13 or Little.

14 MR. JONES: What was after Patrina Court?

15 MS. GEARY: A-b-as-in-boy-d-as-in-David-l-l.

16 MR. JONES: Abdell. Okay.

17 And Liddy, L-i-d-d-y?

18 MS. GEARY: L-i-t-t-i-e.

19 MR. JONES: L-i-t-t-i-e.

20 MS. GEARY: There's another street, and I  
21 don't have the name of it. I'd have to get it for you.

22 MR. JONES: Do you know what, it might be  
23 better in this case if there were a formal -- I don't  
24 think I have -- if there were main breaks on these streets  
25 in the same time period, I definitely don't have those,

1 and I'll have to go look for them.

2 MS. GEARY: Okay.

3 MR. JONES: So I guess I'm saying it might  
4 be better to have a formal request --

5 JUDGE JORDAN: Okay. So you're going --

6 MR. JONES: -- and have those searched for.

7 MS. GEARY: And the date would be, of  
8 course, between December 24th and January 7th.

9 Originally I thought the water main break  
10 was early in January, but it was an estimate, you know,  
11 but I know that it -- I know that what happened to my  
12 toilet was between December 24th and January 7th.

13 JUDGE JORDAN: Okay. Mr. Jones, if  
14 Ms. Geary puts together a formal document production  
15 request and serves it upon you as required by law, are you  
16 going to need the entire response period to come up with  
17 those documents or do you think you can expedite that a  
18 bit?

19 MR. JONES: I hope I can.

20 JUDGE JORDAN: Okay.

21 MR. JONES: I won't be back in the office  
22 until Monday.

23 JUDGE JORDAN: Ms. Geary, let me make clear  
24 what we're talking about.

25 In the formal process of discovery, to get

1 the things you want from the adverse party, you have to  
2 put together a document that requests them. That is  
3 described more fully in the Missouri rules of court, the  
4 Missouri Rules of Civil procedure. Okay?

5 So you want to take a look at those rules  
6 and they'll tell you how that works. I don't want to go  
7 into further detail on that.

8 MS. GEARY: Okay. I don't know where to  
9 find that.

10 JUDGE JORDAN: Well, any law library nearby  
11 or probably even a public library will have the rules of  
12 court, and they're also online.

13 MS. GEARY: Okay. And do you have the  
14 website?

15 JUDGE JORDAN: I don't have that on me, but  
16 it's pretty easy to find, Missouri courts.

17 MR. JONES: Judge, I don't necessarily need  
18 a formal, like, document request. If Ms. Geary could send  
19 me a letter or e-mail saying what street she wants me to  
20 search for and in what time period, that would be fine.  
21 I wouldn't require her to go through all of the formal --

22 JUDGE JORDAN: Well, I sure appreciate that,  
23 Mr. Jones. I really do.

24 And, Ms. Ott, you had something to  
25 contribute.

1 MS. OTT: I was going to say she could do a  
2 DR request under our rules.

3 JUDGE JORDAN: DR request?

4 MS. OTT: Document request. Data request.  
5 Sorry.

6 MS. GEARY: I'm sorry. Who is talking?

7 MS. OTT: Jaime Ott.

8 MS. GEARY: Okay. You're talking about D  
9 like David, R like Robert?

10 MS. OTT: Correct.

11 It's in Chapter 2 of Practice and  
12 Procedures. I can e-mail it later. But if the Company is  
13 going to just allow her to e-mail, then she won't need to  
14 worry about that.

15 JUDGE JORDAN: Well, I sure appreciate the  
16 parties working together to sort these issues out.

17 Do the parties feel that they need anything  
18 more from me? I think this might be a good time for me to  
19 make my exit.

20 And I'd like the parties, while I'm gone, to  
21 talk about whether it's possible to settle this case.  
22 Because while \$90.75 is a lot of money for someone like  
23 me, trying a case is even more money. So I hope that  
24 there's a way around that.

25 Is there anything more that the parties need

1 for me before I make my exit?

2 MS. GEARY: I just want to ask this  
3 question, because I'm not sure if you need to be in the  
4 room when I ask it.

5 But when I get the work order, I would -- I  
6 was told by Missouri American Water, probably during my  
7 informal complaint, that there was a surge but it was not  
8 strong enough to have damaged my plumbing, and I would  
9 like to know how strong that surge was.

10 JUDGE JORDAN: Okay. That's something that  
11 the documents may tell you. They may not. If they don't,  
12 then, you'll probably need to inquire further.

13 Ms. Ott, did you have something else?

14 MS. OTT: I was just -- if Ms. Geary was  
15 going to bring witnesses, if they were going to be  
16 friendly or if we were going to need a subpoena to have  
17 them appear at the hearing.

18 MS. GEARY: They would be friendly  
19 witnesses, but I have actually two people that -- one is  
20 the person who took me to the airport and brought me home,  
21 and she wrote a letter. She wanted to know if she could  
22 have a letter notarized so she wouldn't have to go to the  
23 hearing.

24 And the other person is the maintenance  
25 technician who repaired my equipment, and he has -- he's a



1 single parent and he has a family of five, and he works a  
2 lot of hours, and it's a real hardship for him to have to  
3 go to Jeff City.

4 And I didn't know if -- well, actually, I  
5 was told by someone that you could -- that they could send  
6 a letter that was notarized.

7 JUDGE JORDAN: Well, there is a procedure  
8 for filing affidavits to be used at a hearing. You'll  
9 find that described in the statute that I referred you to.  
10 That is 536.070. It's also possible for the witnesses to  
11 appear by phone.

12 MS. GEARY: Oh, okay. So they may be able  
13 to do that. Probably the maintenance technician cannot  
14 because he works two jobs, but the other witness could.

15 JUDGE JORDAN: Mr. Jones, would you have any  
16 problem with testimony by telephone?

17 MR. JONES: I think phone testimony would be  
18 all right, but I would like there to be testimony so I can  
19 cross-examine.

20 JUDGE JORDAN: Okay. All right. Well, you  
21 will certainly have the right to object to an affidavit as  
22 set forth in Subdivision 12 of the statute I referred to.

23 Do the parties have anything else for me  
24 before I check out and go off the record?

25 MS. GEARY: One other thing I wanted. With

1 the work order I wanted to have a map showing the location  
2 of the water main break, and the reason I'm asking for  
3 that is that there are people who easily mistake the  
4 streets around here.

5 JUDGE JORDAN: Have you got that, Mr. Jones?

6 MR. JONES: I could come up with that.

7 JUDGE JORDAN: Okay. Anything else for me  
8 before I leave the room and we go off the record?

9 MS. OTT: I just was curious on the order of  
10 the hearing and if we'll be doing opening and closings and  
11 what party would be going first.

12 JUDGE JORDAN: Oh. Good question.

13 Here is what I envision for an evidentiary  
14 hearing, if we have one. I would take opening statements.  
15 I'm trying to remember what the regulation provides as far  
16 as order of proof, but I believe it's Ms. Geary first, the  
17 Company second and then Staff to present its position.

18 In each of those presentations we have  
19 witnesses and documents, and everyone will be subject to  
20 cross-examination. And, of course, we have open cross in  
21 this agency just like in circuit court.

22 Does that answer your question, Ms. Ott?

23 MS. OTT: Yes, it does. Thank you.

24 JUDGE JORDAN: Okay. Anything else?

25 MS. OTT: I have nothing further.

1 JUDGE JORDAN: Mr. Jones?

2 MR. JONES: Nothing from me, Your Honor.

3 JUDGE JORDAN: Ms. Geary?

4 MS. GEARY: Nothing from me.

5 JUDGE JORDAN: All right. We'll go off the  
6 record. I will leave the room, and I will leave the  
7 parties to explore the possibilities for settlement.

8 We'll be off the record, and the parties --  
9 I hope the parties will discuss settlement. And when  
10 you're done, can you just put the phone aside.

11 Thank you very much. Thank you, everyone,  
12 for participating. Good luck with your discussions, and  
13 I'm available if you need me.

14 THE COURT REPORTER: Mr. Jones, do you want  
15 a copy of the transcript?

16 MR. JONES: Yes, please.

17 THE COURT REPORTER: And do you like the  
18 e-tran version as well as the hard copy?

19 MR. JONES: Yes.

20 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)

21 WHEREUPON, the on-the-record portion of the  
22 prehearing conference was concluded.

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## CERTIFICATE OF REPORTER

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I, Patricia A. Stewart, RMR, RPR, CCR, a

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Certified Court Reporter in the State of Missouri, do

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hereby certify that the testimony that appears in the

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foregoing transcript was taken by me to the best of my

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any attorney or counsel employed by the parties thereto,

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nor financially or otherwise interested in the outcome of

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the action.

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Patricia A. Stewart

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CCR No. 401

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