

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

Karen Smith,)	
)	
Complainant,)	
v.)	
)	<u>Case No. WC-2014-0161</u>
Missouri-American Water Company,)	
)	
Respondent)	
)	

STAFF'S RECOMMENDATION

COMES NOW the Staff of the Missouri Public Service Commission, by and through counsel, and hereby submits its *Recommendation*, stating as follows:

1. On November 27, 2013, Ms. Karen Smith filed a formal complaint¹ against Missouri-American Water Company ("MAWC") stating that her water service line was hit by excavation equipment during the main replacement project conducted in February 2013 by MAWC. Subsequently, she experienced problems with her plumbing fixtures and incurred cost to have them repaired. Additionally, she contends the restoration of her property after the main replacement project was complete is less than satisfactory. Finally, she states she had difficulty in contacting MAWC to discuss these issues and reports poor customer service.

2. Missouri Courts have consistently held that the Commission has exclusive jurisdiction, in the first instance, over matters within the jurisdiction of the Commission.² Even though "matters within the jurisdiction of the Public Service Commission must first

¹ Ms. Smith submitted an informal complaint (EFIS No. C201301951) regarding the same issues against MAWC on April 2, 2013.

² ***State ex rel. KCPL v. Buzard***, 168 S.W.2d 1044, 1046 (Mo. banc 1943).

be determined by it in every instance before the courts have jurisdiction to make judgments in the controversy,” only the courts can enforce a Public Service Commission decision.³ The Commission “is an administrative body only, and not a court, and hence the commission has no power to exercise or perform a judicial function, or to promulgate an order requiring a pecuniary reparation or refund.”⁴

3. On January 15, 2014, the Commission issued an Order in this case directing Staff to investigate this complaint and file a report by February 14, 2014. Staff requested and was granted an extension until March 18th to allow more time to complete its investigation.⁵

4. Accordingly, Staff has conducted its investigation and prepared its *Recommendation* attached hereto as Appendix A (Memorandum and attachments). After investigation, Staff was unable to determine that Missouri-American had violated a statute, commission rule, or any provision of its tariff. Nevertheless, Missouri-American’s tariffs cannot immunize the company from liability for damages caused to customers or third parties.⁶ In its *Recommendation*, Staff makes findings that MAWC caused the damage to Ms. Smith’s property and through its actions caused the sediment to travel through her water service line.

³ ***DeMaranville v. Fee Fee Trunk Sewer, Inc.***, 573 S.W.2d 674, 676 (Mo. Ct. App. 1978).

⁴ ***State ex rel. Laundry, Inc. v. Public Serv. Comm’n***, 34 S.W.2d 37, 46 (Mo. 1931).

⁵ ***Karen Smith v. Missouri-American Water Co.***, Case No. WC-2014-0161 (***Order Granting Staff’s Request for an Extension of Time***, iss’d February 7, 2014).

⁶ ***Public Service Com’n of State v. Missouri Gas Energy***, 388 S.W.3d 221, 231 (2012)(stating: “Because we find no statute empowering the Commission to abrogate a customer’s right to sue a public utility company for negligence involving personal injury or property damage, we conclude that the Commission does not have the statutory authority to approve of a public utility’s attempt to abrogate these common law rights in a tariff sheet.”).

5. To the extent that Missouri-American may have caused any damage to Ms. Smith's property, no statute provides an action for money damages before the Commission.⁷ However, Ms. Smith also seeks restoration of her property, "to-wit: curbs, driveway and yard and whatever else the Missouri Public Service Commission would deem restoration."⁸ As to this request, Section 393.140(2), RSMo., gives the Commission authority to order reasonable improvements in certain circumstances, stating in relevant part, the Commission shall:

(2) ... have power to order such reasonable improvements as will best promote the public interest, preserve the public health and protect those using such ... water, or sewer system... and have power to order reasonable improvements and extensions of the works, wires, poles, pipes, lines, conduits, ducts and other reasonable devices, apparatus and property of ... water corporations, and sewer corporations.

The statutory authority to order restoration does not appear to extend to the private driveway, curbs, and yard of a regulated utility's customer. In a previous case, wherein the Commission was asked to order a company to repair a street, the Commission stated: "... the street is not part of the system. Therefore, those matters are outside the Commission's jurisdiction."⁹ Because it appears the curbs, yard, sidewalk, and driveway are not part of the water system, it is outside the scope of the Commission's statutory authority to order them to be repaired in this case.

WHEREFORE, Staff recommends the Commission issue an order finding that, while MAWC has not violated any of its rules or tariffs, its tariffs cannot immunize MAWC from liability for damages caused to customers during construction projects; and

⁷ *Laundry*, *supra*, 34 S.W.2d at 46.

⁸ Complainant's *Reply To Missouri American Water Company's Answer and Motion to Dismiss* at p. 2, filed January 22, 2014.

⁹ *Larson v. Woodland Manor Water Company, LLC*, Case No. WC-2011-0409 (*Report and Order*, iss'd Sept. 20, 2012).

that the Commission cannot order the utility to restore Complainant's private property;
and such other and further relief as is just in the premises.

Respectfully submitted,

/s/ Tim Opitz

Tim Opitz
Legal Counsel
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Attorney for the Staff of the
Missouri Public Service Commission
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed with first-class postage, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 18th day of March, 2014.

/s/ Tim Opitz

MEMORANDUM

EFIS Case No. WC-2014-0161

Karen Smith v. Missouri-American Water Company

TO: EFIS Complaint File

FROM: David Spratt, Utility Operations Technical Specialist II - Water & Sewer Unit

<u>/s/ David A. Spratt 3/18/2014</u> Water and Sewer Unit / Date	<u>/s/ Tim Opitz 3/18/2014</u> Staff Counsel's Office / Date
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SUBJECT: Staff Report of Investigation

DATE: March 18, 2014

Background

In January of 2013, Missouri-American Water Company ("Company" or "MAWC") initiated a water main replacement in the Brentwood area of St. Louis, MO. During the time of the replacement the Company ruptured a gas line at the home of Ms. Karen Smith of 8930 Harrison Avenue. Ms. Smith believes that the Company also struck her water service which contributed to sediment coming into her home through the plumbing which caused damage to her fixtures and appliances. Ms. Smith further states that her yard was damaged and not restored to its previous condition; her driveway, sidewalk and curbs were damaged and not repaired to an acceptable standard. Ms. Smith filed an informal complaint with the Missouri Public Service Commission ("Commission"), EFIS Complaint No. C201401951, on April 2, 2013.

Staff investigated the informal complaint and stated in its memo: "It is a near certainty that the sand and grit reported to have clogged and damaged fixtures and appliances would have been a result of whatever the damage may have been. The sand and grit reported is most likely mineral deposits that have built up in the service line over time that were broken loose upon contact with the service line. Although the actions of MAWC do appear to have initiated the scenario that resulted in particles traveling through the Customer's plumbing, any and all maintenance of the service line and internal plumbing is the responsibility of the customer per MAWC's tariff. It is impossible to know what the actual origin of the particles was and it could be argued by MAWC that the customer could have better maintained the service line and plumbing in the home by periodically flushing the lines, therefore minimizing any mineral deposit build-up. It should be noted, however, that flushing of service lines and internal plumbing for general maintenance is not common practice by the general population."¹ MAWC claims no wrong doing and has

¹ Staff's informal complaint case memo. P.3. Copy Attached

denied Ms. Smith's requests for financial compensation. The claim has also been denied twice by the Company's insurance carrier due to insufficient evidence that the Company was at fault.²

Staff stated in its memo in the informal complaint case: "Staff is not aware of any scenario in which the Commission would have the authority to award monetary damages for the property damage and therefore Ms. Smith is not likely to find satisfaction from the Commission on the plumbing fixtures or the property restoration issue, either in this informal venue or by means of a Formal Complaint."³ While the Commission may not award damages or take a position ordering MAWC to pay restitution or repair damages that were incurred in the process of replacing a water line, as discussed in Staff Counsel's pleading, Ms. Smith has stated that her counsel believes that a judgment from the Commission will allow her to decide whether or not to pursue this in a civil court for damages.

On November 27, 2013, Ms. Smith filed a formal complaint with the Commission, Case No. WC-2014-0161. After reviewing the information in the informal case, Staff reviewed the tariff again. Staff reviewed the documents filed by the Company, spoke to the Customer, visited the site to evaluate the situation, and spoke with Staff members who worked on the informal case. Staff also spoke to Laclede Gas to obtain more information about the gas line that was broken in Ms. Smith's yard.

Staff's Discussion and Findings

Ms. Smith stated in the informal complaint case that the MAWC broke the gas line and nicked/broke the water line going to the house located at 8930 Harrison. Ms. Smith has kept photographs and very detailed records of the actions of the Company as well as the conversations that have taken place and to whom she spoke each time. Ms. Smith claims in her Formal Complaint that Ms. Myers of MAWC admitted to her in a phone call on February 12, 2013 that the Company had indeed "nicked" her service line.⁴ The Company has no records of this phone call. MAWC denies making contact with the Customer's water service line by stating: "MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence and therefore denies the same. MAWC further notes per its tariff, the service line is to be maintained by the customer, and is not maintained by MAWC."⁵ An employee of Laclede Gas informed Staff that the ruptured gas line was caused by and reported by Missouri-American Water Company. Staff contends that when the gas line was broken by the excavators then it seems more than possible, due to the proximity of the gas line to the water

² Copy of email from Travelers Insurance to Ms. Smith denying claims

³ Staff's informal complaint case memo. P.3. Copy Attached

⁴ Ms. Smith's Formal Complaint document. P.3 Detailed Calendar of Events

⁵ Entry of Appearance, Answer of Missouri-American Water Company and Motion to Dismiss – Answer to Question 6 on Page 2. Copy Attached.

service line, that the water service line was hit as well as Ms. Smith states she was informed by Ms. Myers over the phone on February 12, 2013.

MAWC claims that according to the Company tariff that the water service line is the Customer's responsibility⁶. The MAWC tariff Sheet R16, Rule 6 (B) (2) states, "*Inside Piping and Customer Water Service Line*," "For all water service lines in St. Louis County Operations... the Customer shall be responsible for the construction and maintenance of the Customer's water service line from the main to the premises..." Sheet R17, Rule 6(H) also states that "Repairs or maintenance necessary on the Customer Water Service Line or on any pipe or fixture in or upon the Customer's premise including the connections to the Company's metering installation, but excluding the Company-owned meter, shall be the responsibility of the Customer. Such pipes and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so may result in discontinuance of service. However the MAWC tariff contains a situation in which the Company can be liable; Sheet R11, Rule 3(E), "*Liability of the Company*", states, "The Company shall not be liable for damages resulting to Customer or third persons, **unless due to contributory negligence on the part of the Company** and without any contributory negligence on the part of the Customer or such third party (emphasis added)."⁷

The "sand and grit" reported to have come through Ms. Smith's pipes could have in fact been mineral deposits that have built up over time on the service line. It would seem less than coincidental that the "mineral deposits" broke free on their own and the loosening was not contributed to in any way by vibrations from the excavation or contact with the service line. Staff has spoken with plumbers and asked about service line flushing only to receive a standard answer that water service lines are flushed by turning on the faucets and allowing the water to scour the line in the same way a water utility opens flush valves to clean its mains.

Ms. Smith reports that during the main replacement project, the work crews did not stay within the boundaries of the easement and that her property and neighboring properties were damaged by excavation equipment as well as the piling of supplies. She reports picking up rocks and debris from her lawn. She also feels that MAWC took too long to initiate and finalize the restoration work as the majority of the work did not occur until late June when the grass was unable to grow even with excessive watering. Finally, she is dissatisfied with the quality of the restoration work, citing that street curbing and driveways were damaged in several places and not repaired. She is also unhappy with the lawn restoration as the grass in the easement was planted in June and even though Ms. Smith claims she watered the grass it did not grow and the area is now barren.

⁶ *Id.* at 2.

⁷ MAWC Tariff JW-2012-0085, PSC Mo No. 13. Copies of referenced pages attached.

Property restoration is a common topic of disagreement between utilities and property owners as it is essentially an issue of perception. Staff visited the site and has reviewed photographs taken and submitted by Ms. Smith. Ms. Smith had just recently aerated and over seeded her lawn as well as had a new driveway poured prior to the main being replaced by the Company. The Company mailed out a brochure prior to construction notifying customers of the work to be performed in the area. The brochure stated, “[i]t is sometimes necessary to delay final project clean up and restoration for suitable weather conditions and to allow soil over the new water main to settle. We will restore your property as close to its original condition as possible.”⁸ Ms. Smith contends that she had a much nicer yard than her neighbors and deserved a little more consideration in restoring it to the condition it had been prior to the main replacement. Placing seed and straw as was common practice on all of the other yards was not acceptable for Ms. Smith and the timing of the seeding in June was not conducive to its growth. Although there is apparent damage to the curbs and driveway, the extent of the damage does not look excessive and it appears that the Company did make an effort to repair the driveway. Ms. Smith said she spoke with the Company about lawn restoration and concrete repairs several times but her requests have been ignored and the Company has made no additional effort to remedy the situation.

The Company was replacing a section of main in the Customer’s easement but the Customer claims that the Company damaged her yard and her property outside of the easement. By definition from the Company’s tariff, Sheet R4, #34, “‘Main’ or ‘Water Main’ A pipe, which is owned or leased and maintained by the Company, located on public property, public utility easements, or on private easements, and used to distribute and supply water to Customers.”⁹ Ms. Smith would like her yard and concrete restored to an acceptable condition. The curb may be a matter for the city to contend with more than the home owner but the yard, driveway, and sidewalk outside of the easement are the property of the Customer and should be valued as such. Ms. Smith has asked for damages to be awarded for a professional contractor to fix the mentioned damages if MAWC will not make the needed repairs to her satisfaction.

Conclusion and Recommendation

Staff believes the Company is responsible for damages to the Customer’s property and that the Company should make a diligent effort to make the needed repairs to the yard, driveway, and sidewalk to the satisfaction of Ms. Smith.

Staff believes that the actions of the Company caused for unspecified amounts of sediment to travel through the Customer’s water service line. It is difficult to determine how much sediment traveled through the plumbing and how much damage the sediment caused to the appliances

⁸ Company brochure mailed out to Ms. Smith prior to the construction. Copy Attached.

⁹ MAWC Tariff JW-2012-0085, PSC Mo No. 13. Copies of referenced pages attached.

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since the meter and appliances have screens to prevent damage from potential sediment in the Customer's plumbing.

MEMORANDUM

EFIS Complaint No. C201301951
Customer: Karen Smith
Utility: Missouri-American Water Company

TO: EFIS Complaint File

FROM: Jerry Scheible, P.E., Utility Regulatory Engineer- Water & Sewer Unit

/s/ Jerry Scheible November 8, 2013
Water and Sewer Unit

SUBJECT: Staff Report of Investigation

DATE: November 8, 2013

BACKGROUND

Ms. Karen Smith (Ms. Smith or customer) submitted an informal complaint (EFIS No. C201301951) against Missouri-American Water Company (MAWC or Company) with the Public Service Commission (Commission) on April 2, 2013. (All following dates refer to 2013 unless otherwise noted.) Ms. Smith resides at 8930 Harrison Avenue, St. Louis, Missouri, which is located in St. Louis County.

COMPLAINT INFORMATION

In the complaint, Ms. Smith states that a MAWC water main replacement project was on-going in her neighborhood in January and February. Ms. Smith has kept a very detailed record of the events that followed. That record is attached to the complaint in EFIS.

Ms. Smith has three separate issues that she wishes to be addressed: First, her water service line was hit by excavation equipment during the main replacement project. Subsequently, she experienced problems with her plumbing fixtures and incurred cost to have them repaired. Second, the restoration of her property after the main replacement project was complete is less than satisfactory. Third, she had difficulty in contacting MAWC to discuss these issues and reports poor customer service.

Service Line Damage/Plumbing Fixture Issue

On February 4th, Ms. Smith was notified by the gas utility that serves her home that the gas service line to her house had been damaged by excavation equipment working on the water main replacement project. The consequential repair of the gas line caused Ms. Smith much stress and extra work cleaning up after the gas company repair crew. More importantly though, Ms. Smith

noticed that when she turned on the faucets in her home, there was "significant air in the pipes," decreased water pressure, cloudy water and "sand and grit" in the water. She also noticed "oil pellets" in her water, which reportedly left stains in the tub that were very difficult to remove.

Ms. Smith called MAWC on February 5th to report these issues. MAWC stated that no damage had occurred to her service line during the excavation and had no explanation for her reported issues. The plumbing issues continued. Ms. Smith called MAWC again on February 12th at which point the representative stated that excavation equipment had indeed "nicked" her service line at the same time that her gas service line was damaged. The MAWC representative stated that calcium deposits built up in the service line were probably knocked loose and that is what then caused the plumbing issues. On two separate occasions, a MAWC representative came to the home and flushed the plumbing fixtures.

Ms. Smith continued to experience problems with her plumbing fixtures and ultimately hired a plumber, at her own cost, to clean and repair the fixtures as needed. MAWC reported the incident to their insurance company, who notified Ms. Smith that no payment would be made for damages, claiming that the facts do not clearly show that MAWC was responsible for the alleged damages.

Property Restoration Issue

Ms. Smith reports that during the main replacement project, the work crews did not stay within the boundaries of the easement and hers and neighboring properties were damaged by excavation equipment and due to the piling of supplies. She reports picking up rocks and debris from her lawn. She also feels that MAWC took too long to initiate and finalize the restoration work as the majority of the work did not occur until late June. Finally, she is dissatisfied with the quality of the restoration work, citing that street curbing, sidewalks and driveways were damaged in several places and not repaired and that grass seed was put down on disturbed lawn areas where she feels sod would have been a better alternative.

Customer Service Issue

Ms. Smith's records show that she had numerous contacts with MAWC, beginning on February 5th. She reports that on multiple occasions she was not able to reach anyone who was able to assist her. She reports being transferred numerous times on the same phone call, not being able to speak to a supervisor when requesting to do so, and not having her phone messages returned.

STAFF FINDINGS

Staff has been in contact with the customer via multiple phone conversations, email correspondences, has visited the site and met with the customer at her property. Staff also contacted MAWC customer service representative, Chelsie Harmon, numerous times to request information.

Ms. Smith claims that MAWC did eventually confirm that her service line was “nicked” during excavation work for the main replacement project. Staff has asked MAWC on multiple occasions to verify the extent of the damage that occurred to the customer’s service line, but has not been given any specific information. It is a near certainty that the sand and grit reported to have clogged and damaged fixtures and appliances would have been a result of whatever the damage may have been. The sand and grit reported is most likely mineral deposits that have built up in the service line over time that were broken loose upon the contact with the service line. Although the actions of MAWC do appear to have initiated the scenario that resulted in particles traveling through the customer’s plumbing, any and all maintenance of the service line and internal plumbing is the responsibility of the customer, per MAWC’s tariff. It is impossible to know what the actual origin of the particles was and it could be argued by MAWC that the customer could have better maintained the service line and plumbing in the home by periodically flushing the lines, therefore minimizing any mineral deposit build-up. It should be noted, however, that flushing of service lines and internal plumbing for general maintenance is not common practice by the general population. Ultimately, it is not evident that any negligence on the part of MAWC occurred regarding the service line damage and resulting effect on the customer’s plumbing fixtures.

Property restoration is a common topic of disagreement between utilities and property owners as it is essentially an issue of perception. Staff visited the site and has reviewed photographs taken and submitted by Ms. Smith. Although it does appear that some damage did occur to the street curbing, sidewalks and driveways in the form of chipping and cracking, the extent of the damage was not blatantly obvious or excessive.

STAFF CONCLUSIONS

As for the customer service issues reported, Ms. Smith’s information was given to Staff members of the Commission’s Engineering and Management Services Unit (EMSU). EMSU Staff contacted Ms. Smith on multiple occasions to discuss her particular issues, and met with MAWC personnel regarding those issues. Although no specific relief can be expected for Ms. Smith’s frustrating experience, it is Staff’s hopeful prediction that MAWC will work to improve customer service based upon recommendations from EMSU staff.

Upon Staff’s request, MAWC reportedly resubmitted the claim for plumbing fixture damage to their insurance carrier. Staff was informed on October 29th that the claim was again denied. Ultimately, Staff is not aware of any scenario in which the Commission would have the authority to award monetary damages for property damage and therefore Ms. Smith is not likely to find satisfaction from the Commission on the plumbing fixtures or the property restoration issue, either in this informal venue or by means of a Formal Complaint. Ms. Smith may wish to file an appeal with MAWC’s insurance carrier in this civil matter between the parties.

A copy of this Report will be forwarded to Ms. Smith and this complaint will be closed on this date.



Travelers Property Casualty Company of America
P O Box 66852
St. Louis, MO 63166-6852
Telephone: (314) 579-8896
Fax: (866) 538-6707

March 1, 2013

Karen Smith
8930 Harrison Ave.
Saint Louis, MO 63144

RE:	Claim Number:	EWB4047
	Claimant:	Karen Smith
	Insured:	American Water Works Company Inc
	Date of Loss:	02/13/2013

Dear Ms. Smith,

We have conducted an investigation into the above referenced incident.

Under the terms of our contract of insurance, we are obligated to pay on behalf of our insured only if the facts clearly show our insured to be primarily responsible for the damages.

We do not feel our insured can be held legally liable or negligent for the damages claimed as a result of the alleged incident and therefore are unable to make any voluntary payments on behalf of our insured.

We regret any inconvenience you may have sustained.

Should you have any additional information you feel has a bearing on our decision, please provide for our further review.

Sincerely,

Daniel A. Wemhoff, AIC
Travelers Property Casualty Company of America
Upper Midwest Claims Center
Telephone: (314) 579-8896
Fax: (866) 538-6707
dwemhoff@travelers.com

Smith, Karen

From: Wemhoff, Daniel A <DWEMHOFF@travelers.com>
Sent: Wednesday, September 04, 2013 7:47 AM
To: Smith, Karen
Subject: RE: Summary - Telephone Conversation - 8930 Harrison
Attachments: lsmith.doc

Good morning Ms. Smith,

Our position on your claim is that our client is not responsible for the damages claimed. I have attached a copy of the original denial letter for your convenience. With regard to any landscaping or driveway issues, you will want to reach out to American Water Works directly.

Sincerely,

Daniel A. Wemhoff, AIC
P.O. Box 66852
Saint Louis, MO 63166
Upper Midwest Claims Group
(314)579-8896
Fax: 866-538-6707
dwemhoff@travelers.com



From: Smith, Karen [<mailto:smithk@wusm.wustl.edu>]
Sent: Tuesday, September 03, 2013 6:53 PM
To: Wemhoff, Daniel A
Subject: Summary - Telephone Conversation - 8930 Harrison

Dan – I am following up on our conversation from last week on August 29th regarding the yard and driveway damage that occurred to my property at 8930 Harrison, 63144 as a result of Missouri Water Company replacing the water line on Harrison. Per our conversation, Travelers/the Water Company has not changed their position that the Water Company is not responsible for damages to individual property owner's property due to the work of Water Company personnel. It is Traveler's/the Water Company's position that the responsibility falls on the individual property owner.

If you could please confirm I would appreciate it. If I do not here back from you, I will assume that you agree with my summary of your position. Thanks so much.

Karen Smith
8930 Harrison
St. Louis Mo 63144

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Attachment A Page 5 of 11

- Plumber flushed the line and cleaned filter on water meter.
- Pressure/volume was corrected. Cloudy water and sand in water appeared to be corrected.

Saturday - Feb 9:

- Used tub/shower....significantly more sand and oil pellets that stained the tub. Also tub faucet leaked and so did a pipe in the basement. Despite turning water off in tub, a steady stream of water continued.
- Tub is newly glazed and oil pellets stained the tub and were difficult to remove as harsh chemicals cannot be used. After each use of shower/tub, spent 15 – 20 minutes scrubbing to get all of the oil off.

Monday – Feb 11:

- Called Jennifer Meyers to report persistent problems.

Tuesday – Feb 12:

- Jennifer called me back.
- I asked for explanation as to what had happened and why I am having all of these issues and why the water company couldn't get them corrected. Clearly something happened on Feb. 4th and the water was turned off. She had no explanation.
- Later in the day, she called me back and told me the water company "nicked" my line and it loosened some calcium. She arranged to have someone meet me at my house on Tuesday – Feb 13th at 3:30 pm. I thought I was told it would be the district manager and that the crews would still be onsite at 3:30 pm and the district manager would be able to talk to the crews to determine what had happened. They would also be able to correct my issues.
- I arrive home at 3:30 pm. There were no crews on my street.
- At 4:00 pm I called Jennifer Meyer. She apologized and told me the person would be at my house at 4:30 pm.
- A service man finally came at 4:30 pm...but it was not a district manager.
- The service man/plumber witnessed the sand in tub as well as the oil pellets and staining in my tub.
- Service man/plumber replaced the water meter and flushed the lines. He informed me the first plumber did not do it right.
- He also gave me Karen Fuelein's number to report my issues and to determine process for fixing leaky faucets.
- Also, while waiting for service man/plumber, I spent 1 ½ hours getting mud and rocks off of my yard that the water company/gas company did not clean up.

Wednesday – Feb 13:

- Called Jennifer Meyer to get explanation of what had happened on Feb. 4th and to understand timeline for completion of the project.
- Called Karen Fuelein's to arrange to have a plumber fix the leaky faucets.
- Karen referred me to Dan Wamhoff at Travelers insurance.

Thursday – Feb 14:

- Jennifer left voicemail and informed me the replacement of water line and hook up will be completed on Friday Feb 15. She also explained that the water company will bid out restoration

4. *Please see attached documentation provided for detail description of the facts.*

ANSWER: MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence and therefore denies the same.

5. *In January of 2013, Missouri American Water Company began work to replace water line on Harrison, St. Louis MO 63144.*

ANSWER: MAWC admits the allegations of contained in this sentence.

6. *On February 4, 2013, Water Company broke the gas line and nicked/broke the water line going to the house located at 8930 Harrison, St. Louis MO, 63144.*

ANSWER: MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence and therefore denies the same. MAWC further notes that per its tariff, the service line is to be maintained by the customer, and is not maintained by MAWC.

7. *Homeowner had gravel and oil going through water pipes in house causing damage to faucets, appliance and tub.*

ANSWER: MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in this sentence and therefore denies the same.

8. *Water Company did not take responsibility for damages caused by their actions.*

ANSWER: MAWC denies the averments contained in this sentence. MAWC further states that it has investigated and attempted to address the issues raised by Complainant.

9. *Additionally, the Water Company did inferior work in repairing damages to curbs, sidewalks, driveways and yards.*

ANSWER: MAWC denies the averments contained in this sentence.

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or CityRules And Regulations Governing The Rendering of
Water ServiceRule 6 INSIDE PIPING AND CUSTOMER WATER SERVICE LINE

- A. Each applicant for service must, at Customer's own expense, equip their service supply line with an accessible stop and waste valve inside the foundation wall, as well as all piping and attachments, all of which shall be constructed and maintained by the Customer, subject to the approval of any authorized inspectors and in accordance with the Rules and Regulations of the Company in force at that time.
- B. For all new or replacement Water Service Lines the installation must be in accordance with the requirements of all governmental agencies having jurisdiction, and these Rules and Regulations. The minimum Water Service Line requirements for material and construction shall be as follows:
1. The Customer's water service pipe shall be of a size not smaller than the service connection, and the minimum size shall be three-quarter inch (3/4"). The type of pipe shall conform to existing plumbing codes and the reasonable requirements of the Company in furnishing adequate and safe service.
 2. For all water service lines in the St. Louis County Operations, and for private fire service lines and Master Water Service Lines in the Joplin and St. Joseph Operations, the Customer shall be responsible for construction and maintenance of the Customer's water service line from the main to the premises, including all stop boxes, valves, and meter setting components. In all operations except St. Louis where a Company water service line exists between the main and the meter setting, stop box, property or curb line, as applicable, and the Company is responsible for such meter setting or stop box, the Customer shall be responsible for construction and maintenance of the Customer's water service line between the meter setting, stop box or Company water service line, as applicable, and the premises. The Company may agree to make the physical connection between the Customer's water service line and the Company-owned pipeline or components, but the Company by so doing shall assume no maintenance responsibility for said connection.
 3. All Customer's Water Service Lines must be installed at least forty-two inches (42") below the surface of the ground (finished grade) at any point.
 4. If the Company becomes aware of a Customer's new or replacement Water Service Line not being installed as herein provided, the Company will not permit a new tap and will not install a Company Water Service Line or metering equipment until the Customer's Water Service Line is installed as herein provided.
- C. The Company reserves the right to inspect Customer's installation prior to rendering water service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof. Charges for inspection by Company personnel shall be in accordance with approved fees and as set out in the applicable Schedule of Service Charges.
- D. Unless otherwise specified by local codes or ordinance, when street main pressure exceeds eighty (80) p.s.i., Customer shall install, at his expense, an approved pressure reducing valve in the Customer Water Service Line near its entrance to the building to reduce the water pressure to eighty (80) p.s.i. or lower, except where the Customer Water Service Line supplies water directly to a water pressure booster system,

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE: September 6, 2013DATE EFFECTIVE: October 6, 2013

ISSUED BY:

Frank Kartmann
name of officerPresident
title727 Craig Road, St. Louis, MO 63141
address

Missouri-American Water Company
Name of Issuing Corporation

For

Missouri Service Area
Community, Town or City

Rules And Regulations Governing The Rendering of
Water Service

an elevated water gravity tank, or pumps provided in connection with a hydropneumatic or elevated gravity water supply tank system.

- E. Customers must take necessary precaution to prevent pipes and meters from freezing in cold weather. In locations with Customer owned meter boxes, the meter boxes must be properly installed free from water, mud, and debris at all times. The Company will make ordinary repairs to meters, but if meters are damaged through freezing, hot water backing up into the meter, or neglect of the Customer, the repairs will be assessed against the Customer and payment for such repairs will be enforced the same as bills for service.
- F. Customers at their own expense shall make all changes in their Customer Water Service Line required by changes of grade, relocation of mains, or other causes.
- G. Separate premises must have separate Customer Water Service Lines, service valves, and meters, unless specifically authorized by the Company and Customers enter into a Master Water Service Line Use Agreement and Encumbrance for Condominiums and Commercial Developments as appropriate. +
- H. Repairs or maintenance necessary on the Customer Water Service Line or on any pipe or fixture in or upon the Customer's premise including the connections to the Company's metering installation, but excluding the Company-owned meter, shall be the responsibility of the Customer. Such pipe and fixtures shall be kept and maintained in good condition, protected from freezing and free from all leaks. Customer's failure to do so may result in discontinuance of service. +

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Rule 3 LIABILITY OF THE COMPANY

- A. The Company shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service or fixtures or in the physical connection between the Customer's service and the Company owned service connection.
- B. If for any reason beyond the control of the Company it becomes necessary to shut off water in the mains, the Company will not be responsible for any damages occasioned by such shut off. The Company will not be responsible for damages caused by turbid water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates or hydrants, or any other cause when the same is due to no lack of reasonable care on the part of the Company.
- C. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- D. The Company shall not be responsible in damages for any failure to supply water to the premises or for interruption if such failure or interruption is without willful default or negligence on its part.
- E. The Company shall not be liable for damages resulting to Customer or to third persons, unless due to contributory negligence on the part of the Company, and without any contributory negligence on the part of the Customer or such third party.
- F. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations. Nor shall any employee or agent of the Company have authority to bind it by any promise, agreement, or representation not provided for in these rules.
- G. The Company shall use reasonable diligence in providing a regular and uninterrupted supply of water, but in case the supply of water is interrupted by reason of-strike, riot, invasion, storm, fire, accident, breakdown, legal process, state or municipal interference or any cause beyond its control, the Company shall not be liable for damage to the Customer for interruption in service due to any of the aforesaid causes.

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE: August 26, 2011

DATE EFFECTIVE: October 1, 2011 --- **October 15, 2011**

ISSUED BY: Frank Kartmann
name of officer

President
title

727 Craig Road, St. Louis, MO 63141
address



MISSOURI
AMERICAN WATER

Missouri American Water Company
727 Craig Road
Creve Coeur, MO 63141
amwater.com

2012-12-31

Smith, Karen M
8930 Harrison Ave
St Louis, MO 631441745

Travelers Contact
Don Wemhoff
314-579-8896
Dwanhoff@Travelers.com

RE: Water Main Replacement on Harrison Ave

Dear Valued Customer,

Missouri American Water will be starting a water main replacement project on your street in the near future. This project is part of our water main replacement program. This program has invested \$20 to \$50 million annually over the last several years in upgrading St. Louis County water mains. We are replacing the water main that serves your home to help ensure that you and your neighbors will continue to have quality, reliable water service – now and in the future. With this letter, we'd like to give you an overview of our construction and restoration project.

💧 **Duration of Construction:**

Our replacement of the existing water main will require a period of several weeks to complete. Traffic delays may occur during our construction activities. We work hard to keep our jobsites safe and we appreciate your efforts to use caution around the construction site.

💧 **Water Supply Interruptions:**

We will make every practical effort to minimize any disruption that may result during the water main replacement project. There are two instances when it will be necessary to interrupt your water service:

- When disconnecting your water line from our old water main and reconnecting it to the new water main.
- When connecting the new water main into the existing water main system in your area.

We will give you advance notice of these interruptions, in person or with an informational door hanger, so that you can plan accordingly.

However, there is the potential for unexpected interruptions such as a pipe breaking during excavation. Since the replacement project may take several weeks it may be a good idea to store some drinking water during this period and renew it regularly, in case of water outages.

Gas Company contact
Mike Shillato
314-0839

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

AFFIDAVIT OF DAVID A. SPRATT

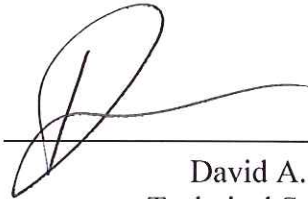
STATE OF MISSOURI)

) ss

Case No. WC-2014-0161

COUNTY OF COLE)

David A. Spratt, of lawful age, on his oath states: (1) that he is a Technical Specialist II in the Water and Sewer Department of the Missouri Public Service Commission; (2) that he participated in the preparation of the foregoing *Staff's Recommendation*; (3) that he has knowledge of the matters set forth in the foregoing *Staff's Recommendation*; and (4) that the matters set forth in the foregoing *Staff's Recommendation* are true and correct to the best of his knowledge, information and belief.



David A. Spratt
Technical Specialist II
Water & Sewer Department
Utility Operations Division

Subscribed and sworn to before me this 18th day of March 2014.



Notary Public

LAURA BLOCH
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: June 21, 2015
Commission Number: 11203914