

# APPENDIX A

## STAFF REPORT OF INVESTIGATION

CASE No. WC-2006-0345

## **Staff Report of Investigation**

**Case No. WC-2006-0345**

**Dione C. Joyner**

**vs.**

**Missouri-American Water Company**

**Prepared By:**

**Contessa Poole-King  
Consumer Services Department**

**and**

**James A. Merciel, Jr.  
Water & Sewer Department**

**August 11, 2006**

### **BACKGROUND**

On March 3, 2006, Dione C. Joyner ("Ms. Joyner" or "Complainant") filed a Formal Complaint ("Complaint") with the Missouri Public Service Commission ("Commission") against Missouri-American Water Company ("MAWC" or "Company").

Essentially, Ms. Joyner's Complaint states that: MAWC excavated Ms. Joyner's yard without her permission; Ms. Joyner never agreed to pay fees associated with the excavation; MAWC caused Ms. Joyner to go without water for an entire week and she thus had to pay for a hotel and food; MAWC created the problem by breaking the valve; and MAWC did not spend four hours at her home shutting off the service.

Ms. Joyner's Complaint is primarily based on actions taken by MAWC at Ms. Joyner's residence of 1422 Sheridan Dr., Saint Louis, MO, where her water service was disconnected by MAWC for nonpayment.

On March 10, 2006, the Commission issued notice of the Complaint to MAWC, which included a requirement that the Company file its Answer to the Complaint within thirty days.

On April 6, 2006, MAWC filed its Answer to the Complaint.

### **INFORMATION REGARDING SPECIFIC CUSTOMER BILLINGS**

#### **October 14, 2005 Informal Complaint Investigation**

On October 6, 2005, MAWC rendered a final notice of service discontinuance to Ms. Joyner, stating a discontinuance date of Monday, October 10, 2005. The discontinuance notice advised

Ms. Joyner of the amount due, and that upon discontinuance of service the full amount of her account balance, restoration charges and excavation charges, if any, would be required before service would be restored. The notice also included language noting that MAWC's St. Louis County customers are, prior to service restoration, responsible for repairing the service line stop cock, if it is found to be inoperable or if it breaks in the process of either discontinuing or restoring service. Prior to the discontinuance notice dated October 6, 2005, MAWC notified Ms. Joyner by letter eleven times regarding her outstanding account balance and possible water service disconnection. (See copies of prior disconnect notices attached as Exhibit 5 to the Company's Answer).

On October 13, 2005, water service was discontinued at Ms. Joyner's residence for failure to pay an undisputed delinquent charge. Disconnection required excavation to locate the stop cock because, as a MAWC employee noted on the service order for the discontinuance, the tee-head (sometimes also called a stop cock or curb stop) felt broken. (See copy of the Service Order attached as Exhibit 6 to the Company's Answer.) As a result, excavation work was necessary, and the cost of the excavation work, per the approved tariff, was added to Ms. Joyner's account in the amount \$311.16. (See P.S.C. MO No. 6, Sheet No. R2.3 (a) attached as Exhibit 2 to the Company's Answer.)

On October 17, 2006, MAWC went to Ms. Joyner's premise to reconnect service following her payment for service restoration. However, the company found that the stop cock was broken and advised Ms. Joyner that she would be responsible for repairs to the stop cock before service could be restored. St. Louis County Public Works made the necessary repairs on October 20, 2005 under the terms of the County's "Service Line Repair Program," which is a program authorized by state statute and administered by the St. Louis County government, at which time service was restored.

#### January 13, 2006 Informal Complaint Investigation

On January 12, 2006, Ms. Joyner's service was again discontinued by MAWC for non-payment of service. The following day, January 13, 2006, Ms. Joyner entered into a payment agreement with MAWC and made a partial payment on her past-due account, and MAWC reconnected her service.

On January 20, 2006, MAWC credited Ms. Joyner's account for charges associated with the reconnection and stop cock repairs that were made in October 2005. The credits consisted of a \$20 reconnection fee, a \$20 return trip fee, \$6.50 for an overcharge on labor costs associated with the excavation and \$4.50 for taxes, for a total credit of \$51.10. (See Exhibit 4 attached to the Company's Answer.)

On January 27, 2006, PSC Consumer Services Specialist Contessa Poole-King inquired about Ms. Joyner's payment history. The findings of this inquiry are the same as those included in Exhibit 4 to the Company's Answer.

Additionally, it should be noted that Ms. Joyner failed to keep the payment agreement of \$50.19, which were the current waters charges not in dispute by Ms. Joyner, entered into with MAWC on January 13, 2006. Therefore, as of August 10, 2006, Ms. Joyner's account balance is \$384.16. Also, Ms. Joyner's last payment on her account was made on April 17, 2006 in the amount of \$100.00.

Ms. Joyner also advised Ms. Poole-King that she made several attempts to pay her bill between April 5, 2004 and October 13, 2005, but MAWC would not accept the payments. However, Ms. Joyner further admitted to paying the Company with a dishonored check.

### **GENERAL DISCONNECT PROCEDURE**

In its Answer, the Company included as Exhibit 1 its approved tariff rules that require the customer to own and maintain the entire service line, which includes the connection to the main, the entire length of pipeline between the main and the building (including that portion which may cross a street), valves, fittings, the meter settings and all ancillary parts, except the water meter itself which the company owns. The Company also included the applicable Commission regulations and the applicable disconnect rules from its approved tariff as Exhibit 2, and its approved reconnection rules from its tariff as Exhibit 3.

The Company usually disconnects customers by turning a valve located somewhere on the customer-owned service line. Sometimes a valve is in an outdoor meter box, and sometimes there is a separate valve, as there was in this particular case as noted above, which is usually called a "stop cock," "curb stop" or "tee head."

The Company attempted to disconnect service at this particular location in October 2005 by turning the customer-owned curb stop valve by using a special tool to reach through a tube called a "valve box" to the underground valve. The valve head has a raised wing, onto which a slot in the tool fits to turn the valve. However, according to the service personnel notes, the Company found the valve wing to be broken off, and was unable to operate the valve. This being the case, the Company excavated in order to be able to get directly to the valve and operate it by using ordinary hand tools.

The Staff has observed, by past complaints, that these tee head valves sometimes develop problems after repeated use, such as at a location where service has been discontinued for non-payment a number of times in the past. Also, valves such as these can, due to corrosion, become difficult or impossible to turn after many years of service. The particular valve at the 1422 Sheridan location, prior to its above-mentioned replacement, could have been more than fifty (50) years old, judging by the apparent age of the neighborhood.

Sometimes during disconnects, though it did not happen in this case, the Company might need to get to another valve called a "corporation cock," which is attached directly to the company-owned water main, and to which the customer-owned service pipeline is attached. Difficulties in operating valves, and turning off or turning on service are not particularly uncommon.

Many water utilities own and maintain the portion of the service pipeline up to the property line, including an outdoor meter setting. However, in St. Louis County, the ownership and maintenance responsibility rest with the customers because the entire length of the service pipelines are considered by County plumbing ordinances to be a part of the house plumbing, meaning the Company's employees may not construct or repair them, but rather only plumbers that are licensed by the County may do construction and repair work on them. Membership in the Utility Workers Union versus membership in a local plumbers union is also a factor with regard to who may work on service lines.

It is sometimes a burden on individual customers to fund repairs if the work involves excavation under sidewalk or street pavement. As a result of this situation, the St. Louis County government instituted the aforementioned service line maintenance program, which, by payment of a monthly charge that appears on water bills, provides funding for repairs and replacement of customer-owned service lines.

The Staff was not able to actually observe the original valve at the customer's premises because a repair involving replacement of the curb stop valve had already been accomplished, but did visit the premises on August 9, 2006. During that visit, Company representatives were present but the customer was not able to be there due to her job. The Staff notes that while the ownership and maintenance responsibility rests with the customer, the poor operability of the valve is probably not something that the customer actively caused, rather it is more likely a result of age and repeated operations in the past. Nevertheless, the valve is necessary in order for the Company to enforce collections, thereby providing equitable service to all of its customers.

With regard to the time required to excavate the tee head valve, the Company billed the customer for four hours of work, but the customer does not believe anyone was on site for that length of time. The Staff is unable to verify the time involved, but does note that there would be some shop time and transportation time that should be added to whatever time was in fact spent on the property.

#### **STAFF'S CONCLUSION AND RECOMMENDATION**

Based on the findings of the Consumer Services Department's and the Water & Sewer Department's investigations involving 1422 Sheridan Dr., Saint Louis, MO, the Staff concludes that there are no apparent violations of any statute, rule, tariff or order of this Commission by MAWC regarding this overall situation. The Staff, therefore, recommends that the Formal Complaint be dismissed.

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

**AFFIDAVIT OF CONTESSA POOLE-KING**

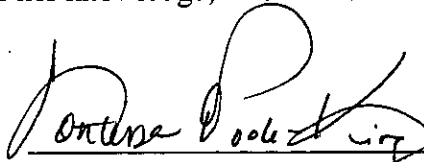
STATE OF MISSOURI     )

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Case No. WC-2006-0345

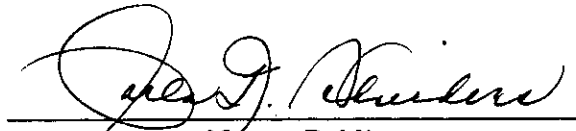
COUNTY OF COLE     )

Contessa Poole-King, of lawful age, on her oath states: (1) that she is an employee in the Consumer Services Division of the Missouri Public Service Commission; (2) that she participated in the preparation of the foregoing Response and the *Staff Report of Investigation* (Report) that is included in Appendix A to this Response; (3) that she has knowledge of the matters set forth in the foregoing Response and the Report included in Appendix A; and (4) that the matters set forth in the foregoing Response and the Report included in Appendix A are true and correct to the best of her knowledge, information and belief.



Contessa Poole-King  
Consumer Services Division

Subscribed and sworn to before me this 11<sup>th</sup> day of August 2006.

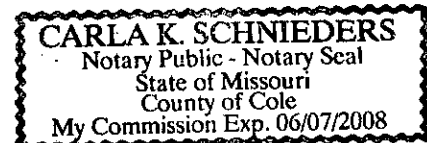


Notary Public

My Commission Expires:



June 7, 2008



BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

AFFIDAVIT OF JAMES A. MERCIEL, JR.

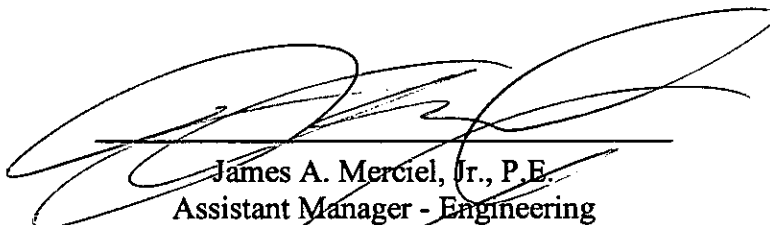
STATE OF MISSOURI )

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Case No. WC-2006-0345

COUNTY OF COLE )

James A. Merciel, Jr., of lawful age, on his oath states: (1) that he is the Assistant Manager – Engineering in the Water and Sewer Department of the Missouri Public Service Commission; (2) that he participated in the preparation of the foregoing Response and the *Staff Report of Investigation* (Report) that is included in Appendix A to this Response; (3) that he has knowledge of the matters set forth in the foregoing Response and the Report included in Appendix A; and (4) that the matters set forth in the foregoing Response and the Report included in Appendix A are true and correct to the best of his knowledge, information and belief.

  
James A. Merciel, Jr., P.E.  
Assistant Manager - Engineering  
Water & Sewer Department  
Utility Operations Division

Subscribed and sworn to before me this 11<sup>th</sup> day of August 2006.

  
Notary Public

My Commission Expires:

September 11, 2006

