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FEB 02 2024

Missouri Public Service Commission

FORMAL COMPLAINT FORM

Attach extra pages as necessary.

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

TIMOTHY SUMNER
(Your name here)

Complainant,

v.

MISSOURI AMERICAN WATER CO.

(Utility's name here)

Respondent,

File No.

(PSC fills this in)

FORMAL COMPLAINT

1. Complainant resides at:

[Redacted address]

(Address of Complainant)

[Redacted state and zip code]

(State)

(Zip Code)

2. The utility service complained of was received at:

a. Complainant's address listed in paragraph 1.

b. A different address:

(Address where service is provided, if different from Complainant's address)

(City)

(State)

(Zip Code)

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3. Respondent's address is:

(Address of complainant)

(City) (State) (Zip Code)

4. Respondent is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. The amount at issue is: \$ [redacted] (If your complaint is about money state how much is in dispute here.)

6. Complainant now requests the following relief:

(Explain what you want the Commission to do: the specific results you are seeking in this complaint.)

SEE ATTACHED FOR ALL BELOW
9 PAGE BRIEF

7. The relief requested is appropriate because Respondent has violated a statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)

[Empty form area for explanation]

Re: MO American Water Claim.

Order of events:

- 1) Dec 15 2023 the first letter arrived, a Friday.
At base of the letter was a phone # and street address.
- 2) I drove to 320 Hoover Rd., listed on the letter. met and spoke with Brent Hass, the Manager of Operations. My first objection was that I am I getting a bill for a service you say has been performed since mid-2019 when I bought the house. I was not told in the Disclosure that this expense would come. I did not know that your role existed or had anything to do with me.
- 3) Brent and two others came to my house, invited, the next day. They showed me that the drainage lines, that I was told were leech lines, led to a cleanout junction and told me that the next pipe led to the collection structure downhill of the end of our street.
- 4) Brent said that I must pay for this as the Dec 15 letter stated.
- 5) I was not happy with that, offered to negotiate the expense. He said that was not his power and gave a phone number to call to reach someone who did have that power to negotiate the cost.
- 6) The number was for PSC, 573-751-3234. I called and told the story to a man named Jay. I told him I had a septic tank and was now being billed for Sewer services. His reaction was similar to mine, "Sewer and septic are mutually exclusive systems." And he said he would write up my complaint and send it to "the Commission" who would appoint an "investigator".

I was stunned that there was one more layer of decision makers to decide what to do with my money, but thanked him for his time and agreement.

7) I expected to next have a visit from an investigator who would hear my objection to several aspects of these events, but no one came in that role.

8) The next event was a letter from Justin, Consumer Services Coordinator, Missouri Public Service Commission.

It seemed that he was the Investigator.

His letter spelled out what I already had been told, that he had learned that I was being billed for a full years back-charges, and that MO water had “performed an audit for premises without a ratepayer within their system and they discovered your address with that audit. They found that you had not set up service with MWAC’s system.”

Therefore, I would be charged going forward and must pay the one year’s back-charge as well.

Next, as if to show how “Public Service” he was at heart, he said ‘I asked them if they couldn’t just start charging the monthly rate and let the Back-charge slide, but they would not go for that. Sorry, I tried.’ Then we terminated the call. And that is where the story stands today regarding talk back and forth. I was left wondering what power the PSC had. Justin’s investigation ended with his acting as my advocate with that last question, but not as a regulator with the power Brent thought he had.

I have three major problems with this sequence of events, even though I have learned something about septic tanks, what may or may not happen to the Greywater, depending on soil composition,

and that MAWC really is doing something in the interest of public health, for which they should be paid something by some source.

My Objection/Problems/Origins in Common Sense

1) We who have bought and sold Real Estate in previous years know the process is not uncomplicated. Many factors work to protect the interest of the Buyers and the Sellers.

One element of great importance is the DISCLOSURE form provided by the seller to reveal important conditions of a house that may or may not cause unforeseen expenses. Most issues covered are not complicated, and the seller is only asked 'to the best of your knowledge' to provide answers.

On my DISCLOSURE here at [REDACTED] one page, copy attached, there is a line #6, page #2, that has boxes to be checked or not. The title of this line is 'Sewer Systems' The checked boxes are: 'Septic Tanks', 'Public' and 'Subdivision treatment'.

There is no indication that action is required on the part of the buyer to do anything.

Yet public services coordinator's letter states "MAWC advised that a wastewater audit was performed for premises without a rate payer within their system and they discovered your address with that audit. They found that you had not set up service with MWAC."

I find that MWAC was negligent for 4.5 years in not contacting me.

They did not need to perform an internal audit. They did need to have competent personnel in the accounts receivables department.

They COULD have had a customer count list based on how many homes were receiving their service and how many users on the customer list were regularly sending in payments.

They COULD have had a name connected with every address on their customer count list.

They COULD have made a stop at the County Clerk-Recorder's Window and asked for a list of residential property sales and ownership changes, thereby updating their records.

They COULD have told the buyer at [REDACTED], when the seller's payments stopped coming in that work was being done and there was a fee for it.

They COULD have done any of these long ago and found that no money was coming in from [REDACTED]

They then COULD have stated collection activity on the seller so she would have paid and then known to make that expense known to me, the buyer.

But it seems that they did not do any of these common-sense business practices and waited 4.5 years to accuse me of negligence after they failed to balance their books and try to see if the services rendered in the past were matched with payments for those services.

Now their sloppy bookkeeping of the past motivates them to tell me I MUST pay for one full year of the past to partially make up for their poor collection performance in the past.

This poor performance is not a slur I am inventing for my argument. Their Dec 12 letter to me starts by saying in the second sentence "However, we do not have anyone currently billing for this service."

Please notice the use of the word "currently". If they waited 4.5 years to send a collection letter to me, were they notifying and collecting from the seller?

How many similar courses of action are playing out with other people aside from my fifteen minutes on stage?

#2 in Business law class at a community college in 1978 we learned that time-honored principles of common Law regarding contracts were:

--Contracts are defined as an offer, specific terms recorded, a time period defined, and if accepted, proof of acceptance was recorded as well. During the period of time mutually agreed, the terms cannot be changed by one party alone.

My purchase of this property was a contract with the seller based on terms and conditions mutually known and agreed to at the time of completion. To my advantage or detriment, I rely on consistency within variable limits of the ongoing operational cost of being a homeowner here. I paid the full mutually agreed on price and relied on the truth 'to the best of her knowledge' of the disclosure.

Now a third party, MAWC, claims to have been a neglected benefactor who is entitled to separate me from a substantial amount of money every month without bringing any new benefit to the table. They could have been a party to the sales contract,

#6

and a helpful element to me as I was making the decision to purchase or not to purchase.

#3) If MAWC is an investor-owned regulated utility, my guess is that it is also a for-profit corporation. If the financial controller and the underlings of that department get paid enough to show up for work, how much of the 'profit' are they letting slip away by not bringing in the fees for services rendered? If the seller here at [REDACTED] did not list MAWC in the 'answer to the best of your knowledge' to the questions of section #6, it is reasonable to conclude that she was not paying anything either. If she had been paying, the amount would have fallen into the best of her knowledge, and she would have listed it.

But she did not list MAWC even though she did list Ameren, District #2 for Water incoming, and Republic Trash pickup. I knew to contact them, transfer the bill into my name, but did not know of MAWC. They were not listed because they were probably not getting paid.

#4) The investors who expect returns on their investments are not being served well if any substantial number of 'accounts' are slipping away unpaid. It appears that the seller added some years to the 4.5 that I was not known until the internal audit "Discovered" me. And guess what? I WAS NOT EVEN HIDING! No, MAWC, I was not hiding because I did not know you existed!

Before coming to Missouri to retire and be near my son in STL,

#7

I had a scenic picture postcard publishing and distributing wholesale business in Southern California, working direct-store-delivery, and I knew every one of my customers. I had a maximum staff of 7 and served retailers large and small. From the sole-proprietor souvenir stores with a mere 900 square feet to the K-mart stores when they were still profitable. There were 850 of that mix of stores in the operational/profit peak year of 1997. We had every transaction listed by invoice number, paper copies in metal filing cabinets and digital copies recorded on our Mac 5 computers and their floppy disc storage devices.

How does any business survive without knowing who their customers are, and how to serve them well?

I suggest to MAWC, GET STARTED.

Constructive Counteroffer:

I have a very educated adult Daughter living and working in Southern California. She earned her degree from the University of California at Santa Cruz, and has worked for Caltrans, for an independent company named Eyestone Environmental, and currently for the University of California administrative system. She writes Environmental Impact reports to keep their expansion plans for new developments clean and within the law.

She encouraged me to not object to the ongoing monthly charges that MAWC claims because there are many unregulated older septic systems in popular residential regions all over California

that have caused various levels and types of pollution to the soil and the aquifers.

She commends the State of Missouri for having cleanup plans in place for septic tank discharge.

I do not commend the State for allowing weak collection procedures by our MAWC that allowed me to form a cost-benefit Impression, short of facts, that led to my decision to purchase this property.

I do not commend our Regulatory system for allowing their investigators to form conclusions based on employee reports from the investor-owned monopoly while never consulting the consumer (Me) in order to see the complete picture of why there was a complaint about the Utility that began this process.

My counter-offer is to begin paying the monthly fee with no further complaints if the Utility/private Monopoly/Regulators will agree to the following revisions:

#1) Dismiss all charges for services before their Dec 12 2023 letter informed me that they existed and their work was being done. The monthly expense, if known at the time of Purchase, would have been a factor in my decision to purchase or not purchase this property. The other utilities were known to the seller and listed on the Disclosure. MAWC had the obligation to be known as well.

#2) MAWC will agree to revise their A/R procedures so that all new homeowners receiving their services will, within one month of ownership change, be aware of the MAWC work and their obligation to pay.

This is not an overwhelming difficulty. One visit to the County Clerk-Recorder monthly, asking for a list of ownership changes and the time spent to revise the customer list will maintain true awareness.

This will also eliminate the possibility of known customers being overcharged. If obligated customers are slipping through the cracks of awareness by MAWC bookkeepers, all known customers will consequently be overcharged to bring in revenue to cover costs and provide profits to investors.

I believe that this is a fair and balanced counter-offer.

The interests of all investors in this Monopoly Utility are taken into account. The performance of the workers in the field is acknowledged; the obligations of the accounting staff are clarified; the group fairness of payment obligations to homeowners is addressed.

A handwritten signature in blue ink, appearing to read "L. J. S. S.", with a long horizontal line extending to the right.