

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

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|----------------------------------|---|-------------------------------------|
| Jim Moriarty, |) | |
| |) | |
| Complainant, |) | |
| |) | |
| v. |) | <u>File No. WC-2025-0204</u> |
| |) | |
| Missouri-American Water Company, |) | |
| |) | |
| Respondent. |) | |

ANSWER TO COMPLAINT AND REQUEST FOR MEDIATION

COMES NOW Respondent Missouri-American Water Company (“MAWC” or “Company”), by and through the undersigned counsel, and for its *Answer to Complaint and Request for Mediation* in response to the *Complaint* filed by Jim Moriarty (“Complainant”), respectfully states to the Missouri Public Service Commission (“Commission”) as follows:

ANSWER

1. MAWC is without sufficient information to admit or deny that Complainant resides at ** _____ **, and therefore denies the same.
2. MAWC admits that it has provided, and provides, water service to the service address of ** _____ ** in name of Complainant.
3. MAWC denies that it is located at the listed address in Camden, New Jersey, and instead indicates that it is located at 727 Craig Road, St. Louis, MO 63141.
4. MAWC admits that it is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. MAWC states that the allegation made in Paragraph 5 is either not an allegation of fact to which a response is required, or an allegation and averment to which the Company is without sufficient information or belief to admit or deny, and as such, denies the same.

6. MAWC states that the relief sought in Paragraph 6 are, either not allegations of fact to which a response is required, or allegations and averments to which the Company is without sufficient information or belief to admit or deny, and as such, denies the same. Further answering, MAWC states that any display matters associated with the MyWater system are not indicative of billing issues. The MyWater system is not billing software.

7. MAWC denies each allegation found in Paragraph 7 suggesting that it has violated Commission regulations. Further answering, MAWC states that any display matters associated with the MyWater system are not indicative of billing issues. The MyWater system is not billing software and does not impact the transfer of data from the meter to the billing system.

8. MAWC admits that Complainant called the Company for Customer Service several times beginning in 2022. MAWC admits that it interacted with Complainant in the fall of 2023 in regard to a leak investigation. MAWC admits that it interacted with Complainant in February 2024 to inspect for possible high usage. MAWC admits that the Complainant requested a leak adjustment in early 2024 that was not granted by the Company. MAWC states that Complainant and Tim Luft of MAWC spoke after the November 12, 2024 local public hearing in Commission Case WR-2024-0320 and that Complainant testified at that local hearing. MAWC states that the remaining allegations made in Paragraph 8 are either not allegations of fact to which a response is required, or allegations and averments to which the Company is without sufficient information or belief to admit or deny, and as such, denies the same.

9. Except as expressly admitted in this *Answer to Complaint and Request for Mediation*, MAWC denies each and every allegation contained in the *Complaint*.

FURTHER ANSWERING

10. As stated above, MAWC states that any display matters associated with the MyWater system are not indicative of billing issues. The MyWater system is not billing software. Thus, the usage display on MyWater is different from the system the Company uses to bill its customers, and a display error for usage in MyWater has no impact on customer billing or the transfer of data from the meter to the billing system.

11. Further answering, MAWC has been in contact with Mr. Moriarty concerning this complaint and the information he has provided has been very helpful to the Company in identifying and resolving, and continuing to work toward resolving, some display matters associated with the MyWater system referred to by the Complaint.

12. The Company has also noticed discrepancies between billing information and usage shown in MyWater. As a result, the Company is in the process of updating a calculation to address a discrepancy with the last day of the report. The Company also anticipates it will implement a change to MyWater to address a time zone issue during the first quarter of 2025, and other changes may follow. Lastly, MAWC will be looking at whether changes to the presentation of this information in MyWater could aid in its understanding for customers.

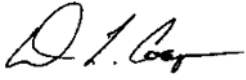
REQUEST FOR MEDIATION

13. Commission Rule 20 CSR 4240-2.125(2) states that the Commission may order mediation “[a]s the commission deems appropriate, or upon a request for mediation” MAWC hereby requests that the Commission order such mediation if the Complainant is agreeable to participating in such an attempt to resolve the dispute.

WHEREFORE, having fully answered the Complainant's *Complaint*, Missouri-American Water Company requests the Commission order a mediation if the Complainant is agreeable to participating in such an attempt to resolve the dispute, and grant such further relief as the Commission deems just and reasonable.

Respectfully submitted,

**BRYDON, SWEARENGEN
& ENGLAND, P.C.**

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ATTORNEYS FOR MISSOURI-AMERICAN WATER COMPANY

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail to all parties of record, this 18th day of February 2025.

