

FORMAL COMPLAINT FORM

Attach extra pages as necessary.

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

<u>Dan Hartzke</u>)	
(Your name here))	
Complainant,)	
)	
v.)	File No.
)	
)	
)	
<u>Missouri-American Water Company</u>)	(PSC fills this in)
(Utility's name here))	
Respondent,)	

COMPLAINT

1. Complainant resides at:


(Address of complainant)


(City) (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)

3. Respondent's address is:

727 Craig Rd.
(Address of complainant)

St. Louis	MO	63141
(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.)

[illegible]

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.)

[illegible]

(Please describe in detail what steps you have already taken to resolve this complaint.)

Attach additional pages, as necessary. Attach **copies** of any supporting documentation. Do **not** send **originals** of any supporting documentation.

March 26, 2025

Dear Missouri Public Service Commission,

On February 4, 2025, my basement at [REDACTED] was completely dry. However, by the morning of February 5, 2025, I discovered that my basement had flooded with approximately 33" of water (*Exhibit A*), submerging the hot water heater, air handler, and boiler. The damages to the HVAC equipment totalled \$[REDACTED] (*Exhibit B*). Fortunately, the house was vacant at the time, and outside of the HVAC damages, no personal belongings, pets, or individuals were affected.

The clear and direct cause of this flooding was a water main break that occurred directly in front of my house, approximately 4' from my lateral sewer line where water flowed through this line and up my floor drain into my basement.

Despite this indisputable fact, Missouri American Water and their insurance carrier, Travelers, have denied liability (*Exhibit C*) for the damages caused by their water main break.

Missouri American Water and Travelers cite the following reasoning for denial of liability:

"Missouri American Water was notified of this main break and responded quickly and turned off the water. This main doesn't have a history of main breaks and this incident was not foreseeable."

Additionally, they have cited Missouri Public Service Commission Rule 3: Liability of the Company as justification for their denial.

I request that the Missouri Public Service Commission (Commission) review the response and the underlying investigation that led to the denial of liability and assess whether Missouri American Water violated any statute, tariff or Commission regulation as well as if Missouri American Water, and/or its insurer, engaged in negligence, unethical behavior (bad faith), and/or illegal behavior (fraud) including, but not limited to, the:

Potential Use of Inaccurate or Withheld Information:

There is strong reason to question whether Missouri American Water, and/or its insurer, knowingly or unknowingly, relied on inaccurate information or failed to disclose critical details in their investigation—ultimately leading to their denial of liability.

Timeline of Response

The response timeline, cited as "quickly", provided by Missouri American Water through their insurer, Travelers:

3:56 AM* - First call to notify Missouri American Water

6:49 AM* - The water was turned off

**This timeline was provided directly to me by Travelers on February 13th at 12:34 PM. The 3:56 AM time of first call has also been corroborated directly by Missouri American Water.*

Counter Evidence: Multiple pieces of evidence suggesting this timeline is grossly inaccurate, including, but not limited to, call logs (*Exhibit D*) time stamped photos (*Exhibit E*), and witnesses (*available as needed*).

History of Water Main (and greater infrastructure)

Missouri American Water and their insurer cite "this main doesn't have a history of main breaks."

Multiple failures of [REDACTED]** water systems have occurred, including several within the last 6 months and including main breaks that directly impacted [REDACTED]. All these issues should be evaluated collectively rather than in isolation, as the pattern of ongoing disruptions may signal broader concerns about Missouri American Water's infrastructure reliability and safety in this specific neighborhood.

**[REDACTED] as defined by the [REDACTED]
[REDACTED] including cross streets of [REDACTED]

Counter Evidence: A Missouri American Water emergency alert of a water main break that directly impacted [REDACTED] (*Exhibit F*) among numerous testimonials (*available as needed*), and photos/videos of other water line issues (*available as needed*).

I strongly believe this counter evidence will convince the Commission that Missouri American Water's timeline is incorrect and the statement "this main doesn't have a history of main breaks" needs to be reassessed. If the above is found true, did Missouri American Water violate any statute, tariff or Commission regulation, and did Missouri American Water engage in negligence, unethical behavior (bad faith) and/or illegal behavior (fraud).

My request for the investigation information was denied by Travelers on February 12th. It is also important to note that both Travelers and Missouri American Water have a shared financial interest in denying liability to third parties, which underscores the need for independent scrutiny.

Given the lack of accountability and transparency from Missouri American Water and Travelers, I ask the Commission to conduct a thorough review of this specific incident and the potential consequences if inaccurate information was used or critical details were withheld:

- Raises the question whether the use of false information or withholding of critical details resulted from negligence, bad faith, or fraud.

Should any of the above be true, I believe the Commission should question if this is an isolated case of using inaccurate information and withholding of critical details during investigations or if this:

- Raises concerns about Missouri American Water's procedures and systems responsible for the accuracy of recorded response times; and
- Questions the legitimacy of past denials of liability that cited a "quickly" response, or cited lack of water main break history, as a reason for denying liability.

I appreciate your time and consideration in reviewing this matter and look forward to your response.

Sincerely,



Dan Hartzke

Acknowledgements:

As part of my informal complaint to the Commission, I acknowledge the following:

1) **Limitations of the Commission's Authority**

I acknowledge that the Commission does not have the authority to award damages. However, I understand that I am required to exhaust all administrative avenues before I may pursue legal action in court to seek monetary compensation for my losses directly caused by the break of Missouri American Water's water main.

2) **Lack of Knowledge of Statute, Tariff, or Commission Regulations**

I acknowledge that I do not have a deep understanding of Missouri American Water's statutes, tariffs, or Commission regulations that may have been violated. Therefore, I have not cited particular violations and instead rely on the Commission's independence and expertise to assess whether Missouri American Water acted inappropriately.

Ongoing Remediation:

- 1) **Lateral Sewer Line:** My lateral sewer line experienced a collapse - or obstruction - at the location of the water main break. At the direction of Travelers, I worked with [REDACTED] to go through their Lateral Sewer Line program (which offers \$[REDACTED] of assistance). Travelers has stated they will cover any expense greater than the \$[REDACTED] assistance as it falls under their remediation. As of the time of this informal complaint submission (3/26/2025), I have requested \$[REDACTED] in lateral sewer line repair costs for reimbursement from Travelers, and Travelers has implied they will send a check to cover those expenses.
- 2) **Lack of Heat Source:** On February 6, 2025, The Travelers Claim Professional instructed me not to repair or replace damaged HVAC equipment until their investigation was complete. This incident occurred on February 5th, 2025, with temperatures dropping as low as 17°F. On February 7th, my request for Travelers to provide temporary heat was denied, citing liability concerns by their preferred contractor. Instead, I was told to provide my own temporary heat for reimbursement (*which Travelers did reimburse*). However, as previously noted: the house was vacant and lacked sufficient electrical receptacles to power space heaters. Non-electric space heaters require supervision, which was not possible—especially during overnight freezing temperatures. Upon calling the Travelers Claim Professional's Supervisor on February 11, 2025, I was told—paraphrasing—"I do not understand why he would tell you not to replace the broken systems; it is February, and you'd need heat." As of the time of this informal complaint submission (2/16/25), it is unknown if any water lines or boiler/radiator lines have been damaged due to sub freezing conditions.

Exhibit A

33 inches of water flooded the basement at [REDACTED], submerging the hot water heater, air handler, and boiler.

8:30



[REDACTED]
February 5 8:08 AM

Edit



Exhibit B

Invoices and payment receipts for the replacement of the hot water heater, air handler, and boiler, all of which were rendered inoperable due to the flooding caused by the water main break.



11010 Gravois Industrial Court

Phone: (314) 756-9444

Fax:

Invoice

Page
1 of 1

Date
02/14/25

Invoice #

Bill to

DAN HARTZKE

Job#

Terms: Payment Due at time of Se Salesman: 208 - KEVIN - MULHOLL Cust PO#

Project Manager:

Inv Description: INSTALL BOILER AND AIR HANDLER

Original Amount:

Change Orders:

Total Contract:

Amount Previously Billed:

Amount to Bill:

Total:

Sales Tax:

Gross Invoice:

Retainage:

Net Invoice Due:

Will pay
Vermont

RG
Plumbing Services
small repairs at a small price
7330 Stanford Ave.

JOB WORK ORDER

314.580.8677

DATE OF ORDER 2-20-25	
CUSTOMER'S ORDER NO.	PHONE
MECHANIC Nick Gibbs, Tivis	STARTING DATE / /
BILL TO Dan Hartzke	ORDER TAKEN BY
ADDRESS	<input type="checkbox"/> DAY WORK
CITY	<input type="checkbox"/> CONTRACT
JOB NAME AND LOCATION	<input type="checkbox"/> EXTRA
JOB PHONE	

DESCRIPTION OF WORK

Replaced a 50 gallon gas heater,
added an expansion tank.

	TOTAL MATERIALS		
	TOTAL LABOR		
	TAX		
DATE COMPLETED / /	WORK ORDERED BY	TOTAL AMOUNT	\$

Signature

I hereby acknowledge the satisfactory completion
of the above described work.

- ☐ No one home ☐ Total amount due for above work or ☐ Total billing to be mailed after completion of work



Dan Hartzke <[REDACTED]>

noreply@mxmerchant.com Receipt #3

noreply@mxmerchant.com <noreply@mxmerchant.com>

Thu, Feb 20, 2025 at 2:03 PM

To: [REDACTED]

View this receipt in your browser by going to <https://mxmerchant.com/receipts/payment/505120122842/PDP2g4Ja8kg84iqvWUUXBWSx0Fr40kx>.**Scott-Lee Heating Company**

(314) 756-9444

Feb 20th 2025, 2:03:08 PM

scottleeh heating.com

Amount: [REDACTED]

Total: [REDACTED]

Payment [REDACTED]

Visa [REDACTED]

Memo: INSTALL
BOILER AND AIR
HANDLER_____
Customer SignatureCard holder agrees to pay according to card
issuer agreement.Return Policy
None



Dan Hartzke <>

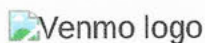
You paid Randy Gibbs \$

Venmo <venmo@venmo.com>

Reply-To: Venmo No-reply <no-reply@venmo.com>

To:

Thu, Feb 20, 2025 at 12:45 PM



You paid Randy Gibbs

\$

WH

[See transaction](#)

Transaction details

Date

Feb 20, 2025

Transaction ID

Payment Method

BANK OF AMERICA, N.A. account ending in

Sent from

@

Exhibit C

Denial of liability for the damages resulting from the 33 inches of water that flooded the basement and destroyed essential mechanical systems.



Constitution State Services
P O Box 650293
Dallas, TX 65265-0293
Telephone: (314) 579-8892
Fax: (877) 736-5571

Mr. Dan Hartzke
[REDACTED]

RE: Client Name: American Water Works Company
 Claim Number: [REDACTED]
 Claimant: Dan Hartzke
 Date of Loss: 02/05/2025

Dear Mr. Dan Hartzke:

We have completed our investigation into the above referenced incident. Based upon our investigation, we have found American Water Works was notified of this main break and responded quickly and turned off the water. This main doesn't have a history of main breaks and this incident was not foreseeable. For these reasons, we must respectfully deny liability for this incident at this time.

In addition, we have found the following Missouri Public Service Commission - Rules and Regulations Governing the Rendering of Water Service applies to this loss:

Rule 3: Liability of the company

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.

We are very sorry this unfortunate incident occurred. We regret any inconvenience you may have sustained.

Remediation is offered as a customer service and not an admission of fault or liability.

If you have any additional information that we have not considered in our review, or have any questions, please feel free to contact me.

Best regards,

Peter Muzik
Liability Claim Representative
pmuzik@travelers.com

Constitutional State Services TPA for TRAVELERS INDEMNITY CO OF CT

Exhibit D

Timeline of Response - Discrepancy in Initial Report Time

Telephone records confirm that the first report of the water main break was made to Missouri American Water Company (MAWC) at 2:59 AM.

MAWC has claimed that their first record of a call was received at 3:56 AM.

12:54



UNKNOWN

(866) 430-0820



message



call



video



mail



pay

February 5, 2025

2:59 AM **Outgoing Call**

8 minutes

[Share Contact](#)

[Create New Contact](#)

[Add to Existing Contact](#)

[Add to Emergency Contacts](#)

[Block Caller](#)



Favorites



Recents



Contacts



Keypad



Voicemail

386

Exhibit E

Timeline of Response - Evidence of Ongoing Break After Reported Shut-Off Time

Photographic evidence shows water continuing to flow from the broken water main at 7:30 AM and water finally stopping at 8:03 AM.

MAWC states that the water was shut off at 6:49 AM.

8:29



2 People >

Sarah Hartzke

Yes

7:30 AM

Katie Hoffman



7:30 AM

1 Reply

Wed, Feb 5 at 9:04 AM

Katie Hoffman



iMessage



1:59



2 People >

Wed, Feb 5 at 7:30 AM

Katie Hoffman



Yesterday 12:26 PM

Katie Hoffman



This video was taken at 7:30am

12:30



◀ Camera



February 5 8:03 AM

© LIVE ▾



Exhibit F

Prior Incident Notification vs. Claimed History

Emergency Alert issued by MAWC on August 28, 2024, confirms a water main break affecting
[REDACTED]

MAWC has stated that this location has "no history of water main breaks."



AN EMERGENCY ALERT

American Water Works Service Company, Inc.

CUSTOMERS NOTIFIED 8/28/2024 7:56 AM CDT

LAST UPDATED 8/28/2024 4:00 PM CDT

ESTIMATED EVENT START 8/28/2024 8:05 AM CDT

ESTIMATED EVENT END 8/28/2024 4:00 PM CDT

UniversityCity:Mainbreak

Hello! This is an urgent notification from Missouri American Water. Our crews will be making emergency repairs beginning at 8:00 am CST on 8/28/2024 [REDACTED]

[REDACTED] You reside in the affected area and may experience discolored or cloudy water, low water pressure, or no water. Repairs are expected to take approximately 4-8 hours to complete. When water service is restored, customers may experience discolored water. If your water is discolored, run the cold water taps only, at the lowe... [Show More](#)

SIGN UP TO RECEIVE ALERTS