

MISSOURI PUBLIC SERVICE COMMISSION

**DIRECT TESTIMONY OF
JIM MORIARTY**

**MISSOURI AMERICAN WATER COMPANY
CASE NO. WC-2025-0204**

August 13, 2025

1 Q. Please state your name and service address.

2 A. Fred James Moriarty, 1580 Renderer Dr., St. Louis, MO 63122

3 Q. Are you retired?

4 A. Yes, I retired in 2010.

5 Q. What is the purpose of your testimony?

6 A. The purpose of my testimony is to present my Formal Complaint of January 6, 2025 and repeat
7 all and emphasize the first two requests for relief that I made in that Formal Complaint.
8 Furthermore, I intend to demonstrate the futility of the current utility complaint process, the
9 lack of investigative curiosity shown in the Commission Staff Report, and the lack of
10 responsiveness and customer follow up by Missouri American Water Company (MAWC). I don't
11 want to waste everyone's time at this hearing my repeating everything I put in my Formal
12 Complaint but want to stay focused on the requested relief. MAWC has yet to file a serious
13 response to my Formal Complaint but I hoped that by filing the Formal Complaint I could get the
14 Commission Staff to display some investigative curiosity. I did not see it in the Staff Report but
15 hold out hope that the Staff will be more critical in its direct testimony. The Staff Report was a
16 huge disappointment which I will address as part of this direct testimony.

17 As for MAWC's response to my Formal Complaint, I haven't seen much action. I still see almost
18 daily problems with the reporting, when I can get the reports. I'm speaking primarily about the
19 30 Days Report and the 24 Hours Report which I have been unable to get on 9 of 31 days during
20 the month of July (29%) and am insulted as a customer to see little, if any, MAWC discussion of
21 the problems raised in the Formal Complaint and coming corrections let alone even
22 acknowledge that the problems are occurring. The 30 Days Report is now 30 days and I haven't
23 seen any more lowering of the gallons reported on the 29th day but I can only assume that
24 MAWC has addressed that issue because of the potential refunds that MAWC would obviously
25 hope to avoid. Missing a 30 Days Report is easy to recover from but that is not true of the 24
26 Hours Report and both reports are at least two days old which limits their usefulness. To ensure
27 that I don't overlook MAWC's online application MyWater or the problems faced by customers
28 to get current water usage information that they can have confidence in, which is the basis of
29 my Formal Complaint to begin with, I incorporate the entire Formal Complaint and its exhibits
30 into this testimony as Attachments 1 and 2.

31 Q. What are the two requests for relief that you included in your Formal Complaint that you want
32 to emphasize in this testimony?

33 A. My first request for relief in my Formal Complaint is that MAWC should fully explain the daily
34 negative adjustments to the 29th day of the 30 Days Report or refund the difference to all
35 customers that experienced those reporting changes. MAWC contacted me soon after I filed my
36 Formal Complaint, apparently in hopes that I would agree to mediation, and even invited me to

1 its Creve Coeur "local office" where they did share the initial Staff interrogatories and MAWC's
2 responses for which I am grateful. I can't say the daily negative adjustments are not still
3 occurring but only that I no longer see them on the 30 Days Report. Obviously any changes
4 beyond day 30 will not show up on the 30 Days Report. I have not seen a full explanation by
5 MAWC that explains the recurring decreases to day 29 of the 30 Days Report that had been
6 occurring prior to my filing the Formal Complaint. Although my primary contact at MAWC
7 originally suggested it was due to the use of Greenwich Mean Time instead of Central Time in
8 the MyWater app, I have yet to see any written explanation by MAWC or in the Staff Report that
9 describes how this program quirk affected the meter readings for the 29th day or any day, why
10 the changes were always negative, nor even a written description of the problem or how it will
11 be corrected by MAWC.

12 The Staff Report states on page 11 of 16 that "Staff compared MAWC's reported AMI meter
13 reads with those provided by Mr. Moriarty in his formal complaint from the MyWater 30-Day
14 Usage Report but encountered significant difficulties in reconciling those two sets of
15 figures." The Staff Report goes on to state that "On May 6, 2025, MAWC met with Staff to
16 discuss an upcoming update to the MyWater portal which is scheduled for the end of June."
17 There is no indication in the Staff Report that MAWC provided its own reconciliation or a
18 satisfactory explanation of the cause of the discrepancies or Staff planned any follow-up. I still
19 feel these refunds are appropriate if MAWC cannot provide an acceptable explanation.

20 MAWC has stated in its answer to a Staff interrogatory (MoPSC 1119) that "Data is transferred
21 from (a) the customer's meter, (b) to the transmitter headend system, then to (c) the billing
22 system, then to (d) the MyWater portal." This confirms that the water quantities in MyWater
23 are downstream of the MAWC billing system. The answer to the interrogatory goes on to admit
24 "However, the Company has identified a few issues with data transferring to the MyWater
25 usage display (from (c) to (d))." Therefore, the water quantities reported in MyWater are not
26 independent of the billing quantities and would contain the same upstream errors (plus any
27 errors introduced by the downstream transfer to MyWater), are at least two days old, and
28 cannot be considered a reliable source for customers to use to verify water billings and manage
29 water usage.

30 I repeat my claim that customers with outside meters require a wireless device in their homes
31 connected to the outside meters or an alternative solution to enable them to obtain current and
32 accurate water usage data independent of MyWater. As an alternative, I think MAWC should
33 investigate making the "headend" of its data collection system available over the Internet, if it
34 has not already done so for MAWC field personnel or for any other purpose, to provide a source
35 of usage data to customers via the Internet, and/or via the wireless devices recommended for
36 customers not wishing to use the Internet, so every customer can obtain real-time usage data
37 independent of MyWater and the billing system.

38 Q. Please explain what you mean by "futility of complaint process."

1 A. I will have to start with my informal complaint filed on November 17, 2023 but will have to
2 describe that event from memory because I had no idea at the time what I was getting myself
3 into and, therefore, did not understand how important documentation would become. I did not
4 even receive a copy of that informal complaint until June 4, 2025, more than six months after I
5 made the complaint. What I can remember is calling MAWC Customer Service to have my water
6 turned off because of a leak and faulty main shut off valve in my basement. I think I was told I
7 would have to wait for one to one and a half months which simply was not acceptable. I was
8 also told that the schedule was determined by the "local office." The representative would not
9 give me the local office telephone number so I requested that the local office call me. The call
10 never came so I called Customer Service again. I don't remember how many times I called but
11 do remember talking to one representative who told me to tell the auto attendant that it is an
12 "emergency." This worked and I was able to get a serviceman to the house, I think that same
13 day. He was unable to get the water shut off and I had to reschedule my plumber but that is
14 another story.

15 Sometime late in 2023 I called the PSC Consumer Services Unit and talked to someone named
16 Justin (I think) who suggested that I make my concerns an informal complaint. I do not
17 remember much about the conversation but agreed to the informal complaint suggestion. The
18 informal complaint never triggered any contact from MAWC's "local office" or from anyone at
19 MAWC. I don't remember any follow-up by the PSC and that is possible but likely a mute point
20 by then because of my persistence with MAWC and learning about the "emergency" response
21 routine. I now think the problem of not being able to contact the "local office" should have set
22 off an early alarm with the PSC Consumer Services Unit.

23 Incidentally, this experience was a big part of my reasoning for requesting in my Formal
24 Complaint (6.E) that MAWC provide Customer Service support to customers from their own
25 state or an adjoining state. This has only been reinforced by my own experience with MAWC
26 since filing my Formal Complaint because that is the only time I have received anything
27 resembling responsive customer service was the contact from the Creve Coeur "local office"
28 that included an invite to the "local office" although I felt this contact should have come far
29 earlier. My perception is that I was only given any respect regarding my Formal Complaint about
30 MyWater was because of MAWC's desire to get me to agree to mediation. I should have
31 received that kind of local attention as a result of my many calls to Customer Service and
32 certainly after my informal complaint to the PSC.

33 What was most memorable about that informal complaint was the apparent lack of interest by
34 both MAWC and the PSC's Consumer Services Division. I tried to work with that PSC Division in
35 much of 2024 but then I received an email from the Division on September 25, 2024 stating that
36 "There are no Commission rules or anything in Missouri American Water Co.'s Commission-
37 approved tariff that pertains to the company's website, which most likely is maintained by a
38 third party not regulated by the PSC." I thought the statement was shortsighted but probably
39 indicative of an attitude within the Division and, therefore, the informal complaint process was
40 probably a waste of time. "Shortsighted" because it was never about a "website" but rather

MAWC support, or lack of support, for a customer's attempt to manage water usage and verify billing accuracy. This is an extremely important point because I am not the one who has elected to address water management issues over the Internet. MAWC has made that reality necessary by removing my meter from an accessible location in my home and literally given me no choice but to attempt to accomplish my water management goals through an inconsistent web app that contains stale, often conflicting, data while the Commission Staff shows little authority or concern.

I then decided that my next best option was to voice my concerns at a public hearing on November 12, 2024 related to MAWC's rate increase request. I remember stating during that testimony that "I had been hung up on so many times by Customer Service that it had to be part of their training." I also remember talking to MAWC's Corporate Counsel after the hearing and offering to help MAWC fix the problems with MyWater if he would just have someone call me. The call never came and I eventually decided to file my Formal Complaint as a last resort. The experience has been frustrating starting with MAWC's non-answer to my Formal Complaint, continuing with the disappointing Staff Report and MAWC's recent and sudden lack of cooperation, apparently due to my refusal to mediate, and culminating in this formal hearing where I truly believe I'm doing someone else's work.

I'm appalled that MAWC and the Commission Staff have never set the record straight publically about MyWater not being a "real time" and "up to the hour" application. The only discussion I've seen by MAWC about the availability of real-time water usage data on the MyWater app is in its response to Staff interrogatory MoPSC 0016 asking about "future readings to be in real time". MAWC stated in its response that "There is typically a four-hour delay in data availability" which suggests that there is no "real time" in the foreseeable future. The Staff indicates on page 7 of 16 in its Report that "MAWC reported they now have a ribbon on the bottom of the MyWater portal that lets customers know that data could be delayed up to 72 hours." The Staff Report does not indicate if they verified that response. After considerable searching, I found the message in small print at the bottom of the screen reports (Exhibit G, page 1) with the message "Data may not be real-time. Due to some system limitations, usage may be delayed up to a 72 hour period." The words "is not real-time" would be more accurate than "may not be real-time" and the words "is delayed" would be more accurate than "may be delayed." I wondered why I had not noticed the message before July 31, 2025 but that answer was forthcoming when I printed the PDF and the Excel versions of the report and did not see the message printed on either version of the report (Exhibit G, pages 2-4). In searching for the statement about the 72 hour delay, I encountered another concern, "Terms of Use," that convinced me of the need for an alternative method to MyWater for obtaining water usage data.

Q. What concerns you about the Terms of Use?"

A. First of all, the link to the Terms of Use web page was in very small letters at the bottom of the MyWater Login page which I had not noticed in the past because I do not have to scroll to the bottom of the page to log in. The printed "Terms of Use" are eight printed pages obviously put

1 there for MAWC's benefit including such things as Access and Use that gives MAWC the right to
2 "discontinue service or access to the sight;" limits its liability; Use of Content; User Conduct; and
3 the infamous Disclaimer in all capital letters whereby MAWC denies any "WARRANTIES" or
4 "GUARANTEES." The first paragraph ends with the words "If you do not agree to these Terms,
5 please do not continue to access and use the Site." The length of the document and those words
6 were worrisome enough but then I read the second paragraph, Changes to Terms, which reads
7 as follows:

8 We may update these terms from time to time and may amend them at any time to
9 incorporate additional terms specific to additional features, materials, products,
10 opportunities, or services that we may make available on or through the Site. All such
11 updates and amendments are effective immediately upon notice thereof, which we may
12 give by any means, including, but not limited to, by posting a revised version of these
13 Terms or other notice on the Site. You should view these Terms often to stay informed
14 of changes that may affect you, as your continued use of the Site signifies your
15 continuing consent to be bound by these terms, as so amended. We expressly reserve
16 the right to make any changes to these Terms, or to the Site and its content, at any time
17 without prior notice to you.

18 There is no way I will read the Terms of Use and try to identify changes every time, or even most
19 of the time, I want to log into MyWater and will want to limit my use of the app or completely
20 discontinue my use. If I do not wish to abide by the Terms of Use and/or discontinue my access
21 to the MyWater site in the future, I will need direct access to the meter or headend device over
22 the Internet and/or a remote device in my home that will enable me to read my outside meter
23 anytime day or night.

24 Q. Are there any other Requests for Relief that you would like to comment on?

25 A. Yes, I will briefly touch on all of them here or elsewhere in this testimony. These requests were
26 not picked out of thin air. They were carefully constructed and I have continually refined my
27 thoughts about them throughout this slow Formal Complaint process. I believe I have some
28 constructive ideas, offered here and elsewhere in this testimony, on how to implement them. I
29 will start with item H in Section 6 of the Formal Complaint (Attachment 1).

30 Something that has occurred as a result of my contact with the local office in Creve Coeur is an
31 adjustment that fulfilled my desire to normalize water usage reported to MSD. On January 8,
32 2025 we had a toilet valve that got stuck in the early morning hours causing the water to run for
33 several hours. My wife noticed it when she got up that morning and was able to stop the water.
34 I don't think I was ever able to print the 24 Hours Report for that day. Fortunately, it was during
35 the period when I had a local MAWC contact who provided the hourly data I was missing and
36 had another person from the local office contact me about a possible adjustment.

37 I determined that I used more than 1,100 gallons of water over a 4-5-hour period (1 AM – 6
38 AM), 30 to 45 times our normal hourly usage for those hours during the period that MSD

considered the “winter months. My concern was not so much about the water bill adjustment which came a couple months later as an “Unexplained Usage Adjustment” which I understand does not have the “once in a lifetime” limit like the traditional water usage adjustment and it was also sent to MSD. I called MSD sometime later and was informed that they had the adjustment and it would be factored into our winter usage that could potentially save us more than four times (\$6 a month for 12 months) the water bill adjustment in the coming months. If MAWC is going to continue providing confidential customer water usage data to MSD, this “Unexplained Usage Adjustment” should be available to all customers, whether or not it results in a water bill adjustment. It might also be restricted to certain time periods, or in the case of MSD, its “winter months” which can be extended beyond the first quarter in case of disputes. I would think that MAWC and MSD, working together, could come up with an improved method of using MAWC usage history to normalize customer water usage reporting for sewer billing purposes and welcome their ideas.

Q. What is the next request you want to address?

A. In items C and E of Section 6, I said that (C) “customers should be able to call a *technical support* telephone number for MyWater and should not be directed to the current Respondent’s Customer Service function . . .” and (E) “Customer Service telephone personnel should be located within customer’s state, or an adjacent state if closer . . .” Considering my own experience in trying to get answers from “CCRs” and their supervisors and the “local office” support I was getting after I filed my Formal Complaint, I believe these requirements can be combined if CCRs are trained to direct such calls to appropriate local office personnel. This could even be handled offline through MAWC’s current Customer Service function whereby the CCR notifies the customer that someone from MAWC will get right back to the customer. The CCR could then call the local office and get a name and estimated time for the follow-up call to the customer. The CCR could then call the customer right back with the contact name and expected contact time. I have other areas in this testimony where I will discuss the advantages of “local office” support.

On a related issue, item D of Section 6 of my Formal Complaint asked for the ability of a “*technical support function*” to “respond, both online and through a phone inquiry, in a timely manner, to customer inquiries regarding hourly and daily usage data for any day in the prior two years . . .” I was actually able to accomplish this feat myself with the “Unexplained Usage Adjustment” discussed earlier in this testimony in regards to requested relief item H and MSD. I don’t think I could ever have accomplished this effort without “local office” support.

Item G of Section 6 states “Customer monthly statements should show the day and time of meter readings shown on the Statement.” Based on what I have learned as a result of “local office” contact, the “To Date” on the statement should be adequate if it is truly the reading at the end of the day on the printed date. I think the time of the reading may be irrelevant, assuming the reading is through 11:59 PM on the “to Date” suggesting a footnote to that effect would suffice.

1 Item J of Section 6 has to do with MAWC claims that it can “quickly detect and notify customers
2 of costly leaks” but has not defined the terms or how it affects customers. In my view, the
3 MAWC approach which I understand is to wait until the end of a month and compare that
4 monthly usage to prior months is of limited help because, at least in my case, I would most likely
5 have discovered such events sooner on my own. A much more effective approach would be to
6 give customers real time water usage by giving them access to the meter or “headend” data via
7 the Internet and/or a wireless device in the home as discussed elsewhere in this testimony.
8 Making this data accessible over the Internet may also fulfill item K of Section 6.

9 Q. Could you please explain your comments about “investigative curiosity” by the Staff? “

10 A. Rules of the Department of Commerce and Insurance regarding Division 4240 or the Public
11 Service Commission include 20 CSR 4240-13.040 Inquiries. Based on emails from the
12 Administrative Division and the Staff Report filed in this Case, employees of the Commission
13 don’t believe these rules have any legal application or simply don’t apply to MAWC. I initially
14 tried to air my concerns about MAWC’s MyWater application directly with MAWC. When I called
15 Customer Service, I was unable to get to a representative or supervisor knowledgeable about
16 MyWater that could answer my questions. Even when the Customer Service reps sometimes
17 referred to other groups like “meter reading” or “web services,” I could not get a phone number
18 for these other groups and when I asked to have someone from these groups call me, the call
19 never came.

20 I also experienced many occasions where the MAWC hung up on me or as the Commission Staff
21 only casually refers to on page 9 of 16 in its report as “four unexpectedly dropped calls.” The
22 Staff expresses no concern despite the Complainant claims that he has experienced numerous
23 times of Customer Service hanging up on him and the CCA’s admission that they did not attempt
24 to reconnect which again shows a lack of investigative curiosity. Staff also fails to address the
25 obvious problem of “unexpectedly dropped calls” or how widespread the problem may be.

26 Once I even requested a home visit in which the MAWC’s own representative requested, on my
27 behalf, that someone from MAWC knowledgeable about MyWater call me (Exhibit H, Page 2).
28 That call never came and when I eventually received a written response (Attachment 2, Exhibit I,
29 Page 2) that didn’t even address my concerns, I immediately responded in writing (Attachment
30 2, Exhibit I, Page 3) to explain my concerns but never received an answer. All this documentation
31 was available to Staff in the Formal Complaint including MAWC misinformation about AMI.

32 Q. What is your major problem with the Staff Report?

33 A. I provided much detail with printed examples of issues with the MyWater application in my
34 Formal Complaint. The Staff never contacted me about these issues through direct contact or
35 interrogatories nor does it confirm or refute any of my claims in its report but rather repeats
36 some form of a narrative that “Missouri-American did not violate any laws, rules, orders, or
37 tariffs of the Missouri Public Service Commission.” If MAWC has made the decision that its
38 customers can only get information about their water usage through an inconsistent web app

1 using stale, often changing, data; how can that not be a violation of MAWC's service
2 responsibility and why isn't it part of the Commission Staff's responsibility to ratepayers? In my
3 opinion, MAWC has violated many of the provisions of 20 CSR 4240-13.040 Inquiries. I present
4 several examples already included in my Formal Complaint.

5 1. Paragraph (1) states "A utility shall adopt procedures which shall ensure the prompt receipt,
6 thorough investigation and, where possible, mutually acceptable resolution of customer
7 inquiries. . . ."

8
9 This Formal Complaint demonstrates that the procedures required by the first referenced
10 paragraph either do not exist or are clearly not working. Much of the information included in my
11 Formal Complaint related to "Rights and Responsibilities" has simply been removed from
12 MyWater and, according to PSC Customer Experience Department, moved to a different website
13 (<https://www.amwater.com/moaw/>) that I, like probably most customers, did not even know
14 existed. The URL for MyWater is <https://login.amwater.com/?state=MO>. I cannot find a link
15 from MyWater to get to the website with the Rights and Responsibilities."

16
17 2. Paragraph (2) states "A utility shall establish personnel procedures which, at a minimum,
18 ensure that - (A) At all times during normal business hours qualified personnel shall be
19 available and prepared to receive and respond to all customer inquiries, service
20 requests, safety concerns, and complaints. . . ."

21
22 Customer Service representatives and their supervisors are not qualified to answer questions
23 about MyWater and either will not or cannot refer such questions to someone that is
24 qualified as required by Paragraph (2). The first time I called Customer Service looking
25 for usage data after my meter was moved from my basement to the outside pit, the
26 representative did not even tell me about MyWater. I found it on my own.

27
28 Perhaps a rule must be added that customer service representatives must not hang up on
29 customers, try to call customers back if a call is "dropped" and report all "dropped" calls
30 to the PSC as I recommend in my Formal Complaint (Attachment 1, Section 6, Item I).

31
32 3. Paragraph (3) states "A utility shall prepare in written form, information in plain language,
33 which summarizes the rights and responsibilities of the utility and its customers in accordance
34 with this chapter."

35
36 When I inquired with the PSC's Customer Experience Department about the third referenced
37 paragraph as noted earlier, I was referred to a MAWC website that is not assessable through
38 MyWater but contains information like Rights and Responsibilities under a heading "Customer
39 Service & Billing" that was part of MyWater before I included examples of misinformation from
40 it in my Formal Complaint. This information, or a corrected version of it, is not now available on
41 MyWater.

1
2 4. Paragraph (3)(B) states "Methods for customer verification of billing accuracy. . . ."

3
4 Paragraph (3)(B) implies that the customer must have a method to verify billing accuracy. I know
5 of only two ways to verify billing accuracy: my meter and MyWater. MyWater is clearly not the
6 answer because it is not independent of the billing process and has a myriad of problems that
7 MAWC has not even acknowledged, let alone fixed. That leaves a properly working customer
8 meter as the only reliable method of verifying billing accuracy. Since the meter is the only
9 possible, independent method of verifying billing accuracy, this implies customers must have
10 access to their meters, which is difficult at best when the meter is located in an outside pit as
11 explained in my Formal Complaint. (Attachment 1, Section 7, third page)
12

13 5. A utility shall maintain records on its customers for at least two (2) years which contain all
14 information concerning
15

16 I believe MAWC has acknowledged that it does main these records as required and the "local
17 office" in Creve Coeur has shared some historical water data on my account with me but I doubt
18 if I would have ever have ever known about or had access to this data had I not filed my Formal
19 Complaint and established a "local office" contact. MAWC needs to inform all customers of the
20 availability of this information and how to obtain it. This could be done on MyWater and
21 perhaps should include the ability for customers to obtain the information online through
22 MyWater.
23

24 Customers should not have to file a formal complaint to get "local office" support. It is beyond
25 belief that the Staff would find that "Missouri-American did not violate" the requirements of 20
26 CSR 4240-13.040.
27

28 Q. What do you mean by "customers must have access to their meters?"

29 A. MAWC has undertaken a program to move all water meters from inside the house to an outside
30 underground meter pit for its convenience. When my meter was first moved to the outside
31 meter pit, I could not access the pit because the lid was bolted to the pit. I had MAWC change
32 the lid to enable me to remove it but now I worry about vandalism or worse. This meter location
33 is not convenient for the customer because the customer must kneel or almost kneel, remove
34 the pit cover with some sort of "tool," lift the meter cover, look into a dark pit, wait for the
35 meter to display the current reading and then try to remember a six digit number until he or she
36 returns to the house to record it. The customer must do all this while being careful not to drop
37 anything like the "tool," flashlight, glasses, hearing aids, pen or paper into the pit. Even for able-
38 bodied individuals this is not always possible due to weather conditions. I have had numerous
39 occasions when the pit was not accessible due to snow or wet conditions and even experienced
40 events where the pit was full of water and the meter completely submerged. My wife and most
41 of my neighbors would not be able to do this and, in fact, I don't know how much longer I will be

1 able to do this myself. Incidentally, in MAWC Advanced Metering Infrastructure document
2 (Attachment 2, Exhibit B) it claims on page 3 that "the outdoor meter is located in a box, so
3 there will be very little disruption to your yard." This is simply not true because I have been
4 unable to get the replacement sod to grow in either of the two areas the MAWC contractor dug
5 up our front yard and will likely have to install new sod myself.

6 Q. What did you expect from the informal and formal complaints?

7 A. My primary expectation was a respective response from MAWC. When I called Customer
8 Service, I could get no answers about MyWater or a return call from someone knowledgeable
9 about the application. When I filed an informal complaint, I did not receive any contact from
10 MAWC. When I discussed my concerns with MAWC representatives at my home, they were
11 unable to get someone knowledgeable about MyWater to call me. When I asked MAWC's
12 Corporate Counsel at the November 2024 public hearing to have someone knowledgeable about
13 MyWater to call me, no call came. When I finally resorted to a Formal Complaint, MAWC did not
14 even file a serious response. When I objected to mediation in hopes that the Staff Report would
15 at least acknowledge the truth in my claims, I felt the Staff Report was a shallow review at best
16 and my primary MAWC contact suddenly became non-responsive.

17 Q. And why did you have such expectations?

18 A. During my initial research on the PSC website I discovered three documents. The first was the
19 Consumer Bill Of Rights. One paragraph in the Commission Purpose and Responsibilities reads as
20 follows:

21 The Commission has established standards for safety and quality of service to which
22 companies must adhere. Routine and special investigations are conducted by the Commission
23 Staff to ensure companies comply with these standards.

24 Clearly a customer would expect "quality of service" to include the company's primary means of
25 customer communication regarding water usage, i.e., MyWater. Clearly "must adhere" means if
26 a company does not meet its own stated claims, it has violated the standard. Clearly if the
27 Commission Staff has not discovered such non-adherence through its own independent
28 investigation, a customer Formal Complaint about same would trigger a special investigation
29 with more rigour than displayed in the Staff Report. Despite my complaints about Customer
30 Service reps hanging up on me and the Staff finding four "unexplained dropped calls," the Staff
31 seems to find "unexplained" an acceptable response and apparently did no further investigation
32 and made no recommendations, not even suggesting the need for further reporting as
33 recommended by the Complainant (Attachment 1, Section 6, Item I).

34 In the section on the Commission Staff Division in the same document, it states that "The
35 Commission Staff Division is also responsible for investigating and responding to consumer
36 complaints and making recommendations regarding their resolution." The Staff Report neither
37 validates nor refutes my claims and recommendations in reaching its conclusion about MyWater

1 and MAWC handling of "Inquiries" nor does it make a single recommendation on how to
2 improve the process. I repeat my comment that "it is beyond belief that the Staff would find
3 that 'Missouri-American did not violate' the requirements of 20 CSR 4240-13.040."

4 Q. You mentioned three documents.

5 A. The second document is titled PSC Divisions, Administrative Division-Loyd Wilson, Director. In
6 the third paragraph there is a sentence that reads: "Consumer Services investigates and
7 responds to informal complaints to ensure compliance with Commission rules and utility tariffs."
8 Based on the lack of action with my many emails, I don't feel like the Administrative Division
9 takes this responsibility seriously.

10 Q. And what is the third document?

11 A. The third document is titled How To Submit A Complaint. That document starts out with the
12 statement that "Before filing an informal complaint with the Missouri Public Service
13 Commission, first contact your utility company and allow them an opportunity to investigate
14 your complaint." I've already described my numerous calls to Customer Service before filing my
15 informal complaint in late 2023. I've also described my appearance at the November 2024
16 public hearing at which I spoke directly to MAWC's Corporate Counsel. In the section of this
17 document titled Formal Complaint Form it states "The Company will have an opportunity to
18 present evidence discounting your claims." MAWC had an opportunity to do just this in its initial
19 response to my Formal Complaint. Instead it tried to hide behind legal arguments while its
20 employees played nice with me while trying to get me to agree to mediation. There is no
21 evidence that the Staff did much of an investigation and never contacted me about my concerns
22 with the MyWater application.

23 Q. What do you mean "my primary MAWC contact became non-responsive?"

24 A After my visit to MAWC's corporate office on or about March 14, 2025 and the Staff filed its
25 report, I sent the first of two emails to my MAWC contact on May 21, 2025. In the first email, I
26 inquired as to why the regular changes to day 29 in the 30 Days Report that I disclosed in my
27 Formal Complaint, reportedly the result of an improper use of Greenwich Mean Time in
28 MyWater, were always negative. On June 2, 2025, twelve days or nearly two weeks later, I
29 received a response that stated "At this point, I would need to refer you to the PSC investigation
30 report which includes several written explanations for the enhancements completed (and
31 planned to be completed) for MyWater." Clearly I did not ask about "enhancements" and the
32 "PSC investigative report" only mentioned that "Greenwich Mean Time, which may have
33 affected some readings" and showed no evidence of any investigation by the Staff into the daily
34 negative adjustments to day 29.

35 The next day, June 3rd, I sent the second email asking for confirmation as to what report he was
36 referring to and asking for a specific "page(s) and paragraph(s)" he was referring to. Three days
37 later, June 6th, I received a response that stated "The below case number and report referenced

1 is accurate. Now that the Commission requested a procedural schedule from the parties and the
2 matter will go to hearing, any questions to the Company need to be submitted in accordance
3 with the Commission's discovery and prehearing rule, 20 CSR 4240-2.090. Please include
4 Jennifer Coleman, cc'd here, on any additional requests so she can facilitate the Company's
5 timely response." The response may have been legally accurate but clearly the MAWC
6 cooperation I had been receiving had clearly ended with my rejection of mediation.

7 Q. You have referred to the MyWater app as "inconsistent." Can you please explain why you use
8 the term "inconsistent?"
9

10 A. Yes but I think I need to put some limitation on the answer or we could be here all night.
11 Consequently, with one exception, I will limit my answer to observations I have made during the
12 last full month reported for 2025, July. Just during July, I have experienced nine (9) of thirty-one
13 (31) days (29%) where I have been unable to obtain the 30 Days Report and the 24 Hours
14 Report. As I said earlier, "Missing a 30 Days Report is easy to recover from but that is not true of
15 the 24 Hours Report and both reports are at least two days old which limits their usefulness."
16

17 On two days, July 12 and July 19, the gallons changed after the day they were first reported. July
18 12 was first reported on July 15 (3 days delinquent) as 52.8 gallons (Exhibit A). On July 17, the
19 July 12 quantity was changed to 105.6 gallons (double the original reported gallons) and July 13
20 was reported as 0 gallons (Exhibit B). Exhibit B printed on July 17 is poor quality so I added the
21 next day's (July 18) report as page 2 of Exhibit B which shows the same data for July 12 and 13.
22 On July 19, July 12 was changed again to 158.4 gallons (triple the original reported gallons) and
23 both July 13 and 14 were reported as 0 gallons (Exhibit C). Exhibit C printed on July 19 is poor
24 quality so I added the next day print out (July 20) as page 2 of Exhibit C which shows the same
25 data for July 12 and 13. July 19 originally reported on July 22 (three days delinquent) as 15.9
26 gallons (Exhibit D). The next day, July 23, July 19 was changed to 162.9 gallons (Exhibit E), more
27 than ten times the original reported gallons. Most of these exhibits were copied from poor
28 originals so I will make the originals available to all parties, on request, at the hearing.
29

30 Q. You mentioned one exception.
31

32 A. Yes on May 25 (two days delinquent), I got my first reports for May 23 (Exhibit F, page 1). The 30
33 Days Report indicated that 23.4 gallons were consumed on May 23, which I thought seemed
34 low. I got my answer when I printed the 24 Hours Report (Exhibit F, page 2) that showed "5e-
35 324" in 14 of the 24 hourly buckets for gallons. Only the buckets with a valid numbers (10) were
36 included in the total reported for the day (23.4 gallons). This was not the first time I had seen
37 such garbage on the 24 Hours Report. This obvious error and the fact that the 30 Days Report
38 had never included 30 days until recently are just two examples that have reinforced a belief
39 I've had since I started looking at the MyWater reports. There is little, if any, testing of changes
40 to the MyWater app before the changes are uploaded to the live version of the app. If there was

1 adequate testing as part of system management, these errors would stand out and be corrected
2 before incorporating any changes to the live app.
3

4 Q. Does that conclude your direct testimony?

5

6 A. Yes, it does.

7

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

Jim Moriarty,

Complainant

Case No. WC-2025-0204

v.

Missouri-American Water Company,

Respondent

AFFADAVIT OF FRED JAMES MORIARTY

STATE OF MISSOURI

SS.

COUNTY OF ST. LOUIS

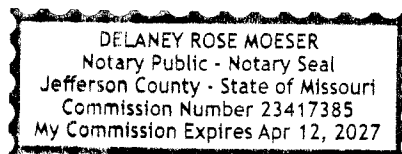
COMES NOW FRED JAMES MORIARTY, and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Direct Testimony*; and that the same is true and correct according to his best knowledge and belief, under penalty of perjury.

Further the Affiant sayeth not.


FRED JAMES MORIARTY

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of St. Louis, State of Missouri, on this 13th day of August 2025.




NOTARY PUBLIC