

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Dione C. Joyner,)
)
 Complainant,)
)
 -vs-) Case No. WC-2006-0345
)
 Missouri-American Water Company,)
)
 Respondent.)

**ANSWER OF MISSOURI-AMERICAN WATER COMPANY
TO FORMAL COMPLAINT**

Missouri-American Water Company ("Missouri-American" or the "Company"), by and through its attorney, Mary G. Sullivan, for its answer to the Formal Complaint filed by Dione C. Joyner, states:

1. Missouri-American is a corporation, incorporated under the laws of the State of Missouri with its principal office and place of business at 727 Craig Road, St. Louis, Missouri 63141. Missouri-American is a corporation in good standing. Missouri-American is a "water corporation" and a "public utility" as those terms are defined in Section 386.020 RSMo 2000, and is subject to the jurisdiction and supervision of the Commission as provided by law.

2. Missouri-American provides water and sanitary sewer service in several counties in Missouri, including service in St. Louis County, Missouri.

3. Dione C. Joyner has an account for water service for 1422 Sheridan Drive, St. Louis, Missouri.

4. As a regulated utility, Missouri-American provides water service in compliance with Commission regulations as well as its Commission approved tariffs for service.

5. Pursuant to the Company's Commission-approved tariffs, a customer is responsible for the maintenance of their stop cock and service lines. See P.S.C. MO No. 6, Sheet Nos. 19.1 and 19.1(a) attached as Exhibit 1

6. If a customer fails to pay an undisputed outstanding balance for water service, water service may be disconnected. See 4 CSR 240-13.050 (1)(A) and P.S.C. MO No. 6, Sheet Nos. R 2.3 and 2.3(a) attached as Exhibit 2.

7. When service is disconnected, it may be necessary for the Company to operate the customer-owned stop cock. If the customer-owned stop cock is inoperable or breaks in the process of either disconnection or restoring service, the customer is responsible for repairing or replacing the stop cock prior to water service being restored. This is in addition to the requirement that the outstanding balance be paid prior to restoration of water service. See P.S.C. MO No. 6, Sheet Nos. R 2.2 and 2.2(a) attached as Exhibit 3.

8. Pursuant to the Company's tariff, the actual cost of labor, material, transportation, equipment and overhead will be charged to the customer as a discontinuance charge, if the Company must excavate to discontinue service at the corporation cock or stop cock. See P.S.C. MO No. 6, Sheet R 2.3(a) attached as a part of Exhibit 2. In addition, costs for repairs to the stop cock will be made at the customer's expense.

9. St. Louis County residents passed an ordinance under which the Public Works Department contracts to repair homeowner's service lines under certain conditions. Saint Louis County Code Chapter 11-12.

10. Missouri-American has no control over or involvement with the Public Works Department's policy and procedures regarding these repairs to service lines.

11. Ms. Joyner made a payment on her account on October 5, 2004. No other payments were received until after water service was disconnected on October 13, 2005. See Joyner Payment History attached as Exhibit 4.

12. During this year of non-payment and prior to disconnecting Ms. Joyner's water service at this residence, Missouri-American attempted 230 times to contact her by telephone and sent 12 letters regarding her outstanding balance and possible water service disconnection. See copies of prior disconnect notices attached as Exhibit 5.

13. Eight of the disconnection notices specifically advised Ms. Joyner that "If discontinuance of service becomes necessary, operation of the customer-owned stop cock will be necessary. If the stop cock is found inoperable or breaks in the process of either discontinuing or restoring service, you will be required to repair or replace the stop cock prior to service being restored." See Exhibit 5.

14. On October 13, 2005, water service was discontinued at this residence for failure to pay. Disconnection required excavation to locate the stop cock and the operation of the stop cock.

15. Missouri-American's employee noted on the service order for discontinuance that the stop cock felt broken. See a copy of the Service Order for water discontinuance attached as Exhibit 6.

16. As a result of this excavation work, a discontinuance charge was added to Ms. Joyner's account in the amount of \$311.16. An itemized list of labor and equipment charges is attached as Exhibit 7. In addition to the labor and equipment charges, Ms. Joyner was charged \$20 for reconnection of water service.

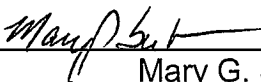
17. After speaking with Ms. Joyner about the discontinuance charge and reviewing the itemized charges, Missouri-American credited her account for \$51.10. Because Ms. Joyner's plumber reconnected the service line not Missouri-American, the Company gave her a credit of \$20 and a credit for \$20 for the return trip fee. In addition, her account was credited \$6.50 for an overcharge on the labor costs and \$4.50 for taxes.

18. Missouri-American needed to excavate in order to operate the stop cock to disconnect service. Missouri-American attempts to refill excavation sites to as nearly as possible to the same condition as before the excavation.

19. Since Missouri-American provides Ms. Joyner with standard water service consistent with the terms and charges contained in its tariffs approved by the Commission as well as the Commission's regulations; Missouri-American does not believe that it can make any further credit adjustments requested by Complainant.

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

By: 

Mary G. Sullivan
Corporate Counsel

ATTORNEY FOR MISSOURI-AMERICAN:

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VERIFICATION

Sally M Kueger Operations Manager of Missouri-American Water Company, being first duly sworn, deposes and states that he/she is familiar with the facts stated in the Answer of Missouri-American Water Company to Formal Complaint, that said facts are true and correct to the best of his/her knowledge, information and belief.

Sally M Kueger

SUBSCRIBED and SWORN to before me
this 6 th day of April, 2006.

Karen L Morris
Notary Public

KAREN L. MORRIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Feb. 18, 2008

CERTIFICATE OF SERVICE

I, Mary G. Sullivan, do hereby certify that copies of the attached Answer of Missouri-American Water Company to Formal Complaint have been served upon the following, via electronic mail and US mail postage paid, this 6 th day of April, 2006:

Dione C. Joyner
1422 Sheridan Dr.
St. Louis, MO 63132

Lewis R. Mills Jr.
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Jefferson City, MO 65102

Secretary of the Public Service
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