

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

Ryan Christopher Matthews,)	
)	
Complainant,)	
)	
vs.)	File No. WC-2026-0243
)	
Missouri-American Water Company,)	
)	
)	
Respondent.)	

ANSWER

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

1. MAWC is without sufficient information to admit or deny that Complainant resides ** _____ ** and therefore denies the same.
2. MAWC admits that it has provided, and provides, water service to the service address of ** _____ ** (“property”) in the name of the Complainant.
3. MAWC admits that its address is 727 Craig Road, St. Louis Missouri 63141.
4. MAWC admits that it is a public utility under the jurisdiction of the Missouri Public Service Commission (“Commission”).
5. MAWC denies that the amount at issue is \$1,586.82.
6. MAWC states that the allegations made in Paragraph 6(1)(2)(4)(5) are 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.
7. MAWC denies that a full billing adjustment and refund for overcharges between September 2024 and October 2025 should be issued.¹ MAWC further denies that it has violated any statute, tariff or regulation or
 8. or Commission order.
 9. MAWC admits that 20 CSR 4240-10.030 (37)-(39) governs meter accuracy requirements and speaks for itself. MAWC denies the remaining allegations in Paragraph 7(1).
 10. MAWC admits that 20 CSR 4240-13.020 governs billing practices and speaks for itself. MAWC further states that in Paragraph 7(2) Complainant cites only a limited portion of the rule and does not reference the regulation in its entirety, which includes additional provisions relevant to the issues raised in the Complaint. MAWC states that it is permitted to render bills based on estimated usage when such estimates are consistent with its filed tariff and Commission rules, and therefore denies any allegation that utilities are required to render bills based solely on actual meter readings.
 11. MAWC admits that Section 393.140, RSMo grants the Commission jurisdiction over water corporations and speaks for itself. MAWC denies the remaining allegations in Paragraph 7(3).
 12. MAWC admits that the Complainant called American Water in the summer of 2025, with the first contact being on September 3, 2025. MAWC denies any

¹ Paragraph 6(3) in the Complaint.

- assertion in Paragraph 8(1) that Complainant was only told to monitor the situation.
13. MAWC admits that the Complainant called back on September 25, 2025, as alleged in Paragraph 8(2), and a service order for a field service representative (“FSR”) to visit the property was scheduled for September 26, 2025.
 14. MAWC denies that it visited the property on September 25, 2025, as alleged in Paragraph 8(3). MAWC states that its FSR visited the property on September 26, 2025, at which time the water meter was replaced. MAWC denies all further allegations asserted about this visit in Paragraph 8(3).
 15. MAWC denies the allegation in Paragraph 8(4) that usage immediately returned to normal. MAWC admits that the Complainant contacted MAWC on October 8, 2025.
 16. MAWC admits it sent the Complainant a correspondence on December 10, 2025, informing Complainant that the meter test was conducted, providing the results of the test, and indicating that the Complainant could file a complaint with the Commission. MAWC is without sufficient information to admit or deny the allegation in Paragraph 8(5) as to when the Complainant received the correspondence.
 17. MAWC is without sufficient information to admit or deny when the Complainant reached out to the Commission for any dates included in the Complaint including December 2025, January 2026, and February 2026, and therefore denies the same found in Paragraph 8(6), (7), and (8).
 18. Except as expressly admitted in this *Answer*, MAWC denies each and every allegation contained in the *Formal Complaint*.

WHEREFORE, MAWC having fully answered the *Formal Complaint*, MAWC requests

the Commission 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 hereby certifies that a true and correct copy of the above and foregoing pleading was sent through the Missouri e-Filing system to the registered attorneys of record and to all others by facsimile, hand delivery, electronic mail or US Mail, postage prepaid, to their last known address this 20th day of April 2026.

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