

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

Andrew J. Norris,

Complainant,

v.

Missouri-American Water Company,

Respondent.

Case No. WC-2026-0372

ANSWER

COMES NOW Respondent Missouri-American Water Company (“MAWC” or “Company”) by and through counsel, and for its *Answer* to the *Complaint* filed on June 24, 2026, by Andrew J. Norris, states as follows:

1. MAWC is without sufficient information to admit or deny that Complainant resides at ** [REDACTED] ** and therefore denies the same.

2. MAWC admits that it has provided, and provides, water service to the service address of ** [REDACTED] ** (“premises”) 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 admits that the type of service at issue is water.

6. MAWC denies that the amount at issue is **\$ [REDACTED]

[REDACTED] **.

7. MAWC denies that Complainant is entitled to any relief.

8. MAWC denies that it has violated any statute, tariff, or regulation, or Commission order. In further answer to the allegations set out in the first Paragraph 8, MAWC denies that it installed a faulty valve. On December 26, 2024, MAWC, through its contractor, replaced the meter and the main shut-off valve located on the premises after the meter had reached the end of its useful life. MAWC further states that, from the date of the meter replacement through February 9, 2026, it did not receive any request to shut off water at the curb stop serving the premises. With respect to the remaining allegations in Paragraph 8, MAWC states that it is without sufficient information to either admit or deny and therefore denies the same. █

9. With respect to the second Paragraph 8 appearing on the next page of the *Complaint*, MAWC admits that Complainant pursued an informal complaint but denies that it installed a faulty valve;.. MAWC denies the remaining allegations in that Paragraph. █

10. With respect to the document attached to the *Complaint* and labelled “Formal Complaint,” MAWC states that it is without sufficient information to admit or deny that Complainant resides at ** [REDACTED] ** or that his telephone number is ** [REDACTED] ** and therefore denies the same; MAWC admits that the service address is ** [REDACTED] **. █

11. With respect to the Paragraph labelled “Nature of Complaint” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC denies that it installed a faulty valve and denies the remaining allegations in that Paragraph. █

12. With respect to the Paragraph labelled “Statement of Facts” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC states that it is without sufficient information to admit or deny the included allegations and therefore denies the same. █

13. With respect to the Paragraph labelled “Timeline of Events” in the document attached to the *Complaint* labelled “Formal Complaint,” on December 24, 2024, MAWC admits that it replaced the meter at the service address and that a field service representative (“FSR”) visited the property. MAWC admits that it issued a bill reflecting 85,000 gallons of water consumption for the service period of February 4, 2025, through March 3, 2025, followed by a bill reflecting 108,100 gallons of water consumption. MAWC further admits that, on June 27, 2025, a FSR completed a work order at the premises, and noted that a leaking toilet was identified at the property. MAWC admits that on February 9, 2026, it received an emergency request to shut off water at the premises and MAWC responded on that day and further states that it subsequently shut off the water service at the curb stop. MAWC admits that an FSR visited the property on March 4, 2026, but the inspection was not completed because the customer was unable to be present. A follow-up service order was created for March 5, 2026, at the customer’s request; however, the FSR’s notes state the FSR contacted the customer that morning and received no response, and the order was therefore closed as incomplete pending customer rescheduling. MAWC states that it is without sufficient information to admit or deny the remaining allegations and therefore denies the same. █

14. With respect to the Paragraph labelled “Description of Damages” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC states that it is without sufficient information to admit or deny the allegations and therefore denies the same. █

15. With respect to the Paragraph labelled “Factual Basis for Complaint – Defective Equipment Installation” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC denies that it installed a faulty valve; as to the remaining allegations in that

Paragraph, MAWC states that it is without sufficient information to admit or deny and therefore denies the same.█

16. With respect to the Paragraph labelled “Insidious Nature of the Defect” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC states that it is without sufficient information to admit or deny the allegations and therefore denies the same.█

17. With respect to the Paragraph labelled “Multiple Professional Confirmations” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC states that it is without sufficient information to admit or deny the allegations and therefore denies the same.█

18. With respect to the Paragraph labelled “Utility Company’s Responsibility” in the document attached to the *Complaint* labelled “Formal Complaint,” MAWC denies that it installed a faulty valve and denies all of the other allegations in that Paragraph.█

19. MAWC denies that Complainant is entitled to any relief.█

20. MAWC denies any allegations in the *Complaint* and its attachments not expressly admitted herein.█

21. In further Answer, MAWC states that any damage sustained by Complainant at the service premises was the result of his negligence or that of his agents and/or contractors.█

22. In further Answer, MAWC states that the Commission lacks authority to either hear Complainant’s negligence claim against the Company or to award him money damages. ***Straub v. Bowling Green Gas Co.***, 360 Mo. 132, 138, 227 S.W.2d 666, ___ (1950); ***State ex rel. Laundry, Inc. v. Public Service Commission***, 327 Mo. 93, 112, 34 S.W.2d 37, 46 (1931); ***May Dept. Stores Co. v. Union Electric Lt. & Power Co.***, 341 Mo. 299, 107 S.W.2d 41, 57 (1937); ***State ex rel. Rutledge v. Public Service Commission***, 316 Mo. 233, 239, 289 S.W. 785, 787 (1926). █

WHEREFORE, having fully answered, MAWC requests the Commission deny or dismiss the *Complaint*; and grant such other and further relief as the Commission deems just and reasonable in the circumstances.

Respectfully submitted,

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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 27th day of July 2026.

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