

Response in Opposition to Motion to Dismiss

July 27, 2026

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

Andrew J. Norris,)

)

Complainant,)

)

v.) Case No. WC-2026-0372

)

Missouri-American Water Company,)

)

Respondent.)

COMPLAINANT'S RESPONSE IN OPPOSITION TO RESPONDENT'S MOTION TO DISMISS

Complainant Andrew J. Norris, appearing pro se, submits this Response in Opposition to Respondent Missouri-American Water Company's Motion to Dismiss and respectfully states as follows:

1. The Complaint Raises Utility-Service, Utility-Installation, and Utility-Procedure Issues, Not Merely a Private Damages Claim.

Respondent characterizes this matter as if it were only a simple negligence action seeking monetary damages. That characterization is incomplete. The Complaint also raises threshold issues concerning utility conduct, utility-installed equipment, delineation of company-owned versus customer-owned facilities, the Company's installation policies and practices, the Company's post-installation verification procedures, the Company's response to abnormal usage, and the adequacy of the Company's investigation after serious defects were reported.

These are not abstract private disputes detached from utility service. They concern equipment installed in connection with Missouri-American Water Company's meter work, the functioning of shutoff components affecting water service, the Company's policies for determining where its responsibility begins and ends, and the adequacy of its investigation after a serious failure was reported.

2. Respondent's Own Answer Confirms That This Case Involves Admitted Utility Actions and Service Facts.

Respondent's Answer now confirms several central utility facts that reinforce why this matter belongs before the Commission for factual development. Specifically, Respondent admits that it provides water service to the property, that it is a regulated public utility under Commission jurisdiction, and that the service at issue is water service. Respondent further admits that, through its contractor, it replaced the meter and the main shut-off valve located on the premises in connection with meter work, that it issued unusually high consumption bills for the property, that a field service representative completed a work order on June 27, 2025 and noted a leaking toilet, that it received an emergency request to shut off water on February 9, 2026 and responded by shutting off the curb stop, and that field service representatives were involved again on March 4 and March 5, 2026.

Those admissions matter. They show that this case is not simply about downstream property damage. It also concerns admitted utility actions involving meter work, a main shut-off valve installed through the Company's contractor, unusually high water usage, curb-stop activity, and the Company's service response after the problem was reported.

3. PSC Staff Has Already Recognized That the Case Involves Commission-Relevant Factual Questions.

The Commission's own Staff has already issued data requests directed to Missouri-American Water Company seeking information on matters central to this complaint, including but not limited to:

- whether Missouri-American Water Company or its subcontractor installed a shutoff valve during the December 26, 2024 meter replacement;
- whether the Company has a documented process for determining whether a defect lies on the Company side or the customer side;
- whether the Company has a standard procedure for verifying proper installation and function after replacing a meter or shutoff valve;
- whether the Company evaluated whether a defective valve contributed to earlier abnormal usage, including the high 2025 water bill;
- whether the Company conducted and documented a complete investigation after the problems with the indoor shutoff valve and curbside shutoff were reported; and
- whether the Company has any policy allowing installation of valves, fittings, or other appurtenances on the customer-owned portion of the service line.

Those requests show that the issues in this case are not limited to a bare claim for damages. They include utility procedures, service responsibilities, equipment installation, delineation of ownership and control, and the adequacy of the Company's response to reported service-related problems.

4. Dismissal at This Stage Would Be Premature.

At this point, the factual record is still being developed. Missouri-American Water Company filed both a Motion to Dismiss and an Answer, but its filings do not resolve the central factual questions already identified by Staff. Instead, the Company seeks dismissal while the record is still being developed as to installation practices, verification procedures, company/customer delineation, policy authority, and investigation protocols.

A dismissal at this stage would be premature because the Commission has not yet completed factual development on matters that fall squarely within the Commission's regulatory concerns, including what equipment was installed in connection with utility meter work, whether it was properly installed and verified, whether the Company followed its own procedures, and how the Company classified the relevant facilities. Dismissal before Staff's factual development is completed would undercut the Commission's own inquiry into company procedures and service-line responsibility.

5. The Complaint Seeks More Than Money Damages.

Although the Complaint does request compensation and credits, it also seeks Commission action that is regulatory and remedial in nature. The Complaint asks the Commission to investigate Missouri-American Water Company's installation of the defective shutoff valve, determine responsibility for defective equipment installed in connection with utility service, order replacement of the curbside shutoff at no cost, credit water charges incurred due to the faulty valve, investigate whether similar defective valves were installed at other properties, and grant such other relief as the Commission deems just and appropriate.

At minimum, the Commission can address those utility-service and utility-equipment issues even if it were ultimately to determine that some requested forms of relief are beyond its authority. The existence of a damages component should not justify dismissing the entire complaint before the Commission addresses the issues that plainly concern utility practices, service responsibilities, and possible credits or corrective actions.

6. The Motion Improperly Ignores the Ongoing Dispute About What Was Installed, Where, and Under What Authority.

A central issue in this case is not merely whether property damage occurred, but whether Missouri-American Water Company, through its contractor, installed a valve inside the residence in connection with meter work, whether such a valve was on the customer-owned side of the line, whether the Company had any policy or authority to install such a component there, and whether the Company properly verified its function after installation.

Respondent's Answer now admits that, through its contractor, it replaced the main shut-off valve located on the premises, while still denying that the valve was faulty. That admission narrows one disputed point, but it does not resolve the questions already being asked by Staff regarding where the valve was located, what policies governed its installation, whether the Company had authority to install it there, and what verification procedures were followed afterward.

7. The Record Reflects a Material Testing and Investigation Gap.

The record further reflects that the valve was functionally tested in place by multiple independent professionals on Complainant's side, while Respondent and those acting on its behalf have not completed comparable pressure-based testing of the removed valve and instead shifted toward requiring Complainant to retain and fund destructive testing before liability would be revisited. At the same time, prior written communications from the insurer and subcontractor side described inspection, observation, and non-destructive review rather than a completed functional test of the valve itself which they installed.

That sequence is relevant here because it shows the factual investigation is incomplete. It further shows why dismissal would be premature before the Commission has had an opportunity to complete factual development regarding what was installed, how it was tested or verified, and how the Company responded once the failure was reported.

8. The Record Also Shows Ongoing Service-Related Questions Beyond the Interior Valve.

The complaint and subsequent updates have also raised questions concerning the curbside shutoff, abnormal usage, and whether water continued to enter the property even after the curbside shutoff was reportedly turned off. Those issues concern utility service, shutoff functionality, meter-related conditions, and the Company's investigation response. They are not limited to a private dispute over tort damages.

Respondent's Answer itself admits that it received an emergency request to shut off water at the premises on February 9, 2026 and that it subsequently shut off water service at the curb stop [file: WC-2026-0372 MAWC Answer FINAL C]. The continuing factual dispute over what happened before and after that shutoff remains directly relevant to service and utility responsibility.

9. Missouri-American Water Company Remains the Proper Respondent Before the Commission.

Respondent is the regulated utility and the named respondent in this formal complaint. Although contractors, insurers, engineers, and other representatives have been involved in related inspections and correspondence, the utility remains responsible for its own position in the docket and for responding to the Commission regarding its policies, practices, installations, and service obligations.

The utility cannot reduce the case to a damages-only theory while leaving unanswered the Staff questions concerning installation authority, service-line delineation, verification, and investigation. Those are Commission-relevant matters regardless of whether some requested forms of relief may ultimately need to be pursued elsewhere.

10. In the Alternative, the Commission Should Preserve and Clarify the Record.

If the Commission determines that some requested forms of monetary relief cannot be awarded in this forum, Complainant respectfully submits that the Commission should still preserve and clarify the record regarding:

- what equipment Missouri-American Water Company or its contractor installed;
- whether that installation was on the Company side or customer side;
- whether the Company had any policy authorizing installation there;
- whether the Company followed any post-installation verification procedure;
- whether meaningful non-destructive functional testing was performed before shifting toward destructive testing at Complainant's expense;
- whether the curbside shutoff functioned properly;
- whether the Company adequately investigated abnormal usage and the reported failures; and
- whether credits or non-pecuniary regulatory relief remain available.

11. Conclusion

Respondent's filings now confirm that this matter involves admitted utility actions, including meter replacement, replacement of the main shut-off valve through the Company's contractor, unusually high consumption, emergency shutoff activity, and follow-up service visits, while still leaving unresolved the issues of fault, verification, installation authority, testing, and service-line responsibility. The Motion to

Dismiss addresses only one aspect of the complaint, namely damages, and does not eliminate the Commission-relevant issues already identified by Staff and reflected in the utility's own Answer.

For the foregoing reasons, Complainant respectfully requests that the Commission deny Respondent Missouri-American Water Company's Motion to Dismiss. In the alternative, Complainant requests that the Commission decline to dismiss the complaint until the factual record has been sufficiently developed on the utility-service, installation, delineation, testing, and investigation issues already identified by Staff, and that the Commission preserve and address those issues within its jurisdiction.

Respectfully submitted,

 Digitally signed by Andrew
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