

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

Rita Hill,)	
)	
Complainant,)	
)	Case No. WC-2011-0111
v.)	
)	
Missouri-American Water Company,)	
)	
Respondent.)	

ANSWER

COMES NOW Respondent Missouri-American Water Company (MAWC) and for its Answer to the Complaint of Rita Hill (Complainant) states as follows:

1. *I contacted Missouri American Water in August 2010 to establish water services.*

Answer: MAWC admits the averments contained in Paragraph 1.

2. *During the initial call I informed the customer service agent that I only need water service temporarily in order to have the property inspected and all utilities had to be on.*

Answer: MAWC denies that Complainant, who apparently owns the premises at 431 Georgia as a rental property but does not live there, "informed the customer service agent that I only need water service temporarily in order to have the property inspected." MAWC admits only that Complainant requested that water service be initiated at the premises.

3. *At that point the customer service agent informed me that there would be a \$25.00 turn on fee.*

Answer: MAWC admits the averments contained in Paragraph 3.

4. *Thirteen days later I contacted Missouri American Water to have the water service disconnected.*

Answer: MAWC admits the averments contained in Paragraph 4.

5. *The customer service agent informed me that the water would be disconnected and that was the end of the call.*

Answer: MAWC admits that Complainant was told the water service would be disconnected, at her request.

6. *Two weeks after the disconnect call I received the bill from Missouri American Water for \$102.59 for 13 days of service on a vacant house so I contacted them.*

Answer: MAWC admits that a bill with a due date of August 30, 2010 was sent for water service at the premises in the amount of \$102.59 for service from August 4, 2010 to August 17, 2010, all according to MAWC tariff.

7. *I spoke with Michael on 8-23-10, Scott Gordon, then supervisor Courtney, then finally Chelsea Harmon with customer relations department who referred me to contact the public service commission.*

Answer: MAWC admits that Complainant spoke with various representatives of MAWC.

8. *At no point during set up or disconnect of the water service was I ever informed of any extra fees that would be charged should I choose to disconnect the service before a certain amount of time nor would I have known to ask this question if no other utility company charge you for disconnecting the service.*

Answer: MAWC admits that Complainant did not ask a question about charges for temporary service. Further answering, MAWC states that there is no tariff, regulation or other controlling law that requires MAWC to discuss all possible charges that a customer might incur in the course of water service. Further answering, MAWC charged for water service at the premises all according to MAWC tariff. Further answering, MAWC denies each and every other averment contained in Paragraph 8.

9. *The only thing I was ever informed of was the \$25.00 set up fee.*

Answer: MAWC admits that Complainant was informed of the \$25.00 set up fee. Further answering, MAWC denies each and every other averment contained in Paragraph 9.

10. *Missouri American Water informed me that their agents does inform the customer of the extra tariff that they charge so I requested to hear both calls and mysteriously neither call was available anymore.*

Answer: MAWC states that the averments contained in Paragraph 10 are not comprehensible and therefore denies the same.

11. *I spoke with Tracy from your office on 9-28-10 who also requested to hear the calls and was also told that the calls were no longer available. Tracy also informed me that Missouri American Water can charge this tariff in which I was charged. I informed Tracy that them being able to charge the fee wasn't the issue.*

Answer: MAWC is without knowledge or information regarding the contents of a conversation between Complainant and "Tracy" from Commission Staff, and therefore denies the same. Further answering, MAWC states that it charged for water service at the premises all according to MAWC tariff.

12. *If Missouri American Water has the right to charge this fee then I as a consumer have the right to be informed of this fee so that I could have made the best decision possible at that time.*

Answer: MAWC states that Paragraph 12 asserts a legal conclusion to which no answer is required. Further answering, MAWC states that there is no tariff, regulation or other controlling law that requires MAWC to discuss all possible charges that a customer might incur in the course of water service.

13. *Had I been informed that I would have a \$102.59 bill for 13 days of service on a vacant house I could have left the water on for the three months and accumulated a much smaller bill than what they billed me.*

Answer: MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 13 and therefore denies the same.

14. Also the bill exhibits \$15.56 for water service which I do not agree with because there was no usage since the property was vacant. And the \$61.00 tariff fee I am also disputing. The only fee I agree to and was made aware of was the \$25.00 set up fee.

Answer: MAWC denies the averments contained in Paragraph 14. Further answering, MAWC states that it charged for water service at the premises all according to MAWC's tariff.

Except as expressly stated herein, MAWC denies each and every other allegation contained in the Complaint.

AFFIRMATIVE DEFENSES

1. As its First Affirmative Defense, MAWC states that the Complaint fails to state a claim upon which relief can be granted.

1. As its Second Affirmative Defense, MAWC states that it charged for water service at the premises all according to MAWC tariff.

2. As its Third Affirmative Defense, MAWC states that MAWC states that there is no tariff, regulation or other controlling law that requires MAWC to discuss all possible charges that a customer might incur in the course of water service.

WHEREFORE, Respondent Missouri-American Water Company prays that the Public Service Commission of the State of Missouri enter judgment in favor of Missouri-American Water Company and dismiss the Complaint with prejudice at Complainant's cost.

MOTION TO DISMISS

1. All charges to Complainant's account, including the Temporary Water Service Charge (Form No. 13, P.S.C. MO No. 6, Sheet No. RT 12.0, and Form No. 13, P.S.C. MO No. 6, Sheet No. DF 1.11 "Temporary Water Service" definition – "Any water service for a duration period of less than 90 days") were properly applied pursuant to MAWC's tariffs.

2. There is no tariff, regulation or other controlling law that requires MAWC to discuss all possible charges that a customer might incur in the course of water service.


3. Complainant has set forth no legally cognizable grounds to support her claim that the charge for Temporary Water Service, or any other charge, was improperly applied.

WHEREFORE, Respondent Missouri-American Water Company prays that the Public Service Commission of the State of Missouri dismiss the Complaint with prejudice at Complainant's cost.

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

By:


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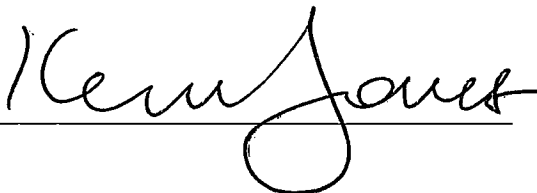
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was filed electronically and mailed postage prepaid the 26th day of November, 2010, to:

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A handwritten signature in cursive script, appearing to read "Kevin Jones", is written over a horizontal line.