

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED<sup>4</sup>

SEP 07 2006

Jason Becker,  
Becker Development Company,  
  
Complainant,

vs.

Aqua Missouri, Inc.,  
  
Respondent.

Missouri Public  
Service Commission

Case No. SC-2007-0044

**ANSWER**

**COMES NOW** Respondent, Aqua Missouri, Inc., by and through counsel, and pursuant to 4 CSR 240-2.070, answers the Complaint filed by Complainant on August 7, 2006.

1. Respondent is without sufficient information to admit or deny the allegations contained in paragraph 1 and therefore denies same.

2. Respondent admits that it is a public utility which provides service within its certificated area and denies all other allegations contained therein.

3. Respondent admits that it maintains a certificate from the Public Service Commission for provision of services to the Lake Carmel Subdivision and that Exhibit A is a true and accurate copy of a letter from Dale Johansen and speaks for itself. Respondent denies all other allegations contained in paragraph 3.

4. Respondent admits that meetings have been held with Complainant and Respondent on a number of occasions, attendance has included personnel from the Public Service Commission and the Department of Natural Resources.

### **Affirmative Defenses**

A. Upon information and belief, Becker Development Company owns multiple lots for development in the Lake Carmel Subdivision and thus pursuant to Respondent's Tariff is a "developer." Pursuant to the Tariff provisions, service is not to be extended to a developer until a Developer Agreement has been executed and signed. Attached hereto as Exhibit 1 are relevant copies of the pages of the Tariff under which Respondent operates.

B. Even though Respondent has provided multiple copies of a Developer Agreement to Complainant, Complainant has refused to sign such Agreement and place the appropriate deposit with Respondent as required by the Tariff under which Respondent operates.

C. At all times relevant to Becker Development Company, Respondent has complied with its Tariff.

D. Respondent currently provides adequate service to all customers and individuals within the Lake Carmel Subdivision, with the exception of developers who have failed to and refuse to sign Developer Agreements, as mandated by Respondent's Tariff.


E. Thus the complaint fails to state any valid claim against Respondent, upon which relief may be granted.

**WHEREFORE**, Respondent prays that this Commission deny the relief requested by Complainant.

Respectfully submitted,

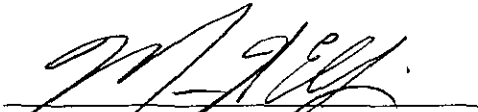
BLITZ, BARDGETT & DEUTSCH, L.C.

By:

  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing document was sent U.S. Mail, postage prepaid, to Keith A. Wenzel, Hendren & Andrae, P.O. Box 1069, Jefferson City, Missouri 65102-1069 on this 7th day of September, 2006.

  
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Marc H. Ellinger