

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

<b>The Staff of the Missouri Public</b>	)	
<b>Service Commission,</b>	)	
<b>Complainant,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. WC-2008-0030</b>
	)	
<b>Suburban Water and Sewer Company</b>	)	
<b>and</b>	)	
<b>Gordon Burnam,</b>	)	
<b>Respondents.</b>	)	

**SEPARATE ANSWER OF RESPONDENT  
SUBURBAN WATER AND SEWER COMPANY  
TO COMPLAINANT'S COMPLAINT**

COMES NOW Respondent Suburban Water and Sewer Company ("Suburban") and for its answer to the Complainant's Complaint in this action states and alleges as follows:

1. Suburban admits the allegations of paragraph 1 of the Complaint.
2. Suburban admit the allegations of paragraph 2 of the Complaint, except that Suburban denies that Bonnie Burnam is Suburban's registered agent.
3. Suburban admits the allegations of paragraph 3 of the Complaint.
4. Suburban admits the allegations of paragraph 4 of the Complaint.
5. Suburban admits the allegations of paragraph 5 of the Complaint.
6. Suburban admits the allegations of paragraph 6 of the Complaint.
7. Suburban denies the allegations of paragraph 7 of the Complaint.
8. Suburban denies the allegations of paragraph 8 of the Complaint and all subparts thereof.
9. Suburban denies the allegations of paragraph 9 of the Complaint.

10. In answer to paragraph 10, Suburban admits that a notice of dissolution was sent. Suburban affirmatively states that Suburban's directors later rescinded the notice of dissolution.

11. In answer to paragraph 11, Suburban admits that the Public Service Commission (the "PSC" or the "Commission") filed a petition in Boone County Circuit Court seeking injunctive relief. Suburban moves to strike the remaining allegations of paragraph 11 and the transcript attached to the Complaint as improper attempts to introduce evidence. The remaining allegations of paragraph 11 are denied.

12. The allegations of paragraph 12 are denied. Suburban affirmatively states that paragraph 12 mistates and mischaracterizes Burnam's testimony.

13. In answer to paragraph 13, Suburban admits that the language is accurately quoted from the statute. Suburban affirmatively states that Burnam is not a water corporation and is not responsible individually for any part of the water system.

14. In answer to paragraph 14, Suburban admits that Suburban is responsible for providing safe and adequate service to the extent required by the law. Suburban denies that Burnam has any such responsibility or any responsibility to make improvements to the Suburban water system. All other allegations of paragraph 14 are denied.

15. The allegations of paragraph 15 are denied.

16. In answer to paragraph 16, Suburban admits that the language is accurately quoted from the statute. Suburban affirmatively states that Burnam is not a water corporation and is not responsible individually for any part of the Suburban water system.

17. Suburban denies the allegations of paragraph 17 of the Complaint and all subparts thereof. Suburban further moves to strike the quoted and referenced provisions from the transcript as an improper means to introduce evidence before the Commission in this action.

18. Suburban denies the allegations of paragraph 18 of the Complaint.

19. Suburban denies the allegations of paragraph 19 of the Complaint.

20. In answer to paragraph 20, Suburban admits that the quoted language in paragraph 20 is accurately quoted from the case referred to therein. The remaining allegations of paragraph 20 are denied. Suburban affirmatively states and alleges that Burnam is not personally responsible for Suburban's obligations.

21. In answer to paragraphs 21 through 27 of the Complaint, which are denominated as "Motion for Expedited Treatment," Suburban states that the Motion for Expedited Treatment has already been granted. However, to the extent that answers are required to those specific paragraphs, Suburban incorporates by reference its answers to paragraphs 1 through 20 above, denies paragraphs 22, 23, 25, 26, and 27, and states that no response is necessary to paragraph 24.

### **Affirmative Defenses**

By way of further answer and defense, Suburban raises and pleads the following affirmative defenses:

1. All allegations of the Complaint not admitted above are denied.
2. Suburban reserves the right to raise additional affirmative defenses that come to light during discovery or through Suburban's inspection and due diligence.
3. To the extent that the Commission is being requested to adjudicate any issues or make any findings relating to the Complaint or allegations contained therein the Commission is without

jurisdiction or authority to do so because its exercise of any such function would constitute an invalid delegation of powers and a violation of due process and the doctrine of separation of powers under the United States and Missouri Constitutions as well as constitutional and statutory rights enjoyed by an accused in criminal prosecutions, which have not been waived by Suburban.

4. Sections 386.020, 393.130 and 393.140 RSMo. are unconstitutional and void as applied in this case because they are vague and contrary to due process and do not convey to a person of ordinary intelligence a sufficiently definite warning that they may result in penalties in an individual capacity or for acts or omissions which are impossible due to financial inability or otherwise.

WHEREFORE, Suburban prays for an order in his favor denying the relief requested in the Complaint and for other relief as the Commission deems just and proper.

/s/ Thomas M. Harrison  
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