

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

AG/CP Crestwood Retail Owner, LLC, )

Complainant, )

Case No. WC-2011-0162

v. )

Missouri-American Water Company, )

Respondent. )

**ANSWER**

COMES NOW Respondent Missouri-American Water Company (MAWC) and for its Answer to the Complaint of AG/CP Crestwood Retail Owner, LLC (Complainant) states as follows:

1. MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 1 and therefore denies the same.

2. MAWC admits the averments contained in Paragraph 2.

3(a). MAWC admits the averments contained in Paragraph 3(a).

3(b). MAWC admits the averments contained in the first sentence of Paragraph 3(b). MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in the second and third sentences of Paragraph 3(b) and therefore denies the same.

3(c). MAWC admits the averments contained in Paragraph 3(c).

3(d). MAWC admits the averments contained in Paragraph 3(d).

3(e). MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 3(e) and therefore denies the same.

3(f). MAWC admits that the immediately preceding and subsequent water bills for 47 Crestwood Plaza are attached to Complainant's Complaint. Further answering, MAWC is without knowledge or information sufficient to form a belief as to the truth of the remaining averments contained in Paragraph 3(f) and therefore denies the same.

3(g). MAWC denies that there was an erroneous reading of the water meter.

4(a). MAWC admits the averments contained in Paragraph 4(a).

4(b). MAWC admits that on or about March 19, 2010, its Field Service Representative examined the meter and found no problems.

4(c). MAWC admits the averments contained in Paragraph 4(c).

4(d). MAWC admits the averments contained in Paragraph 4(d).

4(e). MAWC admits the averments contained in Paragraph 4(e).

4(f). MAWC admits the averments contained in Paragraph 4(f).

4(g). MAWC admits the averments contained in Paragraph 4(g).

4(h). MAWC is without knowledge or information sufficient to form a belief as to the truth of the averments contained in Paragraph 4(h) and therefore denies the same.

4(i). MAWC admits the averments contained in Paragraph 4(i).

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.

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

3. As its Third Affirmative Defense, MAWC states that because Complainant alleges no defect in the water meter, and pleads no facts to support its conclusion that the meter reading was erroneous, the usage registered on the meter is presumed valid.

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. Complainant pleads that a meter reading error was the cause of its high bill, and that there "is no other explanation for this high usage." Complaint, Paragraph 3(g).

2. Complainant pleads no facts to support its conclusion that the meter reading was erroneous, nor does Complainant allege that there was a defect in the water meter.

3. Because Complainant alleges no defect in the water meter, and pleads no facts to support its conclusion that the meter reading was erroneous, the usage registered on the meter is presumed valid.

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.

#### OFFER TO COMPROMISE

In an effort to compromise, and not as an admission of liability, MAWC offers to settle Complainant's Complaint by refunding \$4,000 to Complainant.

Respectfully submitted,

MISSOURI-AMERICAN WATER COMPANY

By: /s/ Kenneth C. Jones  
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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 10th day of January, 2011, to:

David O. Kreuter  
7751 Carondelet, Ste. 401  
Clayton, MO 63105

/s/ Kenneth C. Jones