

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

GREATER JEFFERSON CITY	)	
CONSTRUCTION COMPANY, LLC.,	)	
and EDWARD P. STOREY,	)	
	)	
Complainants,	)	Case No. WC-2007-0303
	)	
vs.	)	
	)	
AQUA MISSOURI, INC.,	)	
	)	
Respondent.	)	

**ANSWER**

**COMES NOW** Respondent, Aqua Missouri, Inc., and for its Answer to Complaint states as follows:

1. Respondent is without sufficient information to admit or deny the allegations contained in paragraph 1, and therefore denies same.
2. Respondent is without sufficient information to admit or deny the allegations contained in paragraph 2, and therefore denies same.
3. Respondent admits that it is a public utility with offices at 5402 Business Highway 50, Suite 3, Jefferson City, Missouri, and provides services within the Quail Valley Lake Subdivision. Respondent is without sufficient knowledge to admit or deny the allegation that Greater Jefferson City Construction Company, LLC owns property within Quail Valley Lake Subdivision, and therefore denies same.
- 4.a. Respondent is without sufficient knowledge to admit or deny the allegations contained in paragraph 4.a., and therefore denies same.

4.b. Respondent is without sufficient knowledge to admit or deny the allegations contained in paragraph 4.b., and therefore denies same.

4.c. Respondent avers that the plan design was for 80 homes, not 102 homes, and the plant was constructed under a Developer Agreement between Complainant and Capital Utilities and denies all other allegations contained in paragraph 4.c.

4.d. Respondent asserts that Exhibit 1 is a true and accurate copy of a Warranty Deed and that it speaks for itself, and denies such other allegations contained in paragraph 4.d.

4.e. Respondent admits that the design of the plant was to accommodate the loading of the development which was for 80 homes and denies all other allegations contained in paragraph 4.e.

4.f. Respondent admits that 78 homes are connected to the existing sewer system at the Quail Valley Lake Subdivision and is without sufficient information to admit or deny the remaining allegations, and thus denies same.

4.g. Respondent denies each and every allegation contained in paragraph 4.g. and further states that since 2002, eight (8) homes have been attached, including two (2) by Complainant.

4.h. Respondent admits that Exhibit 3 is a true and accurate copy of the Missouri State Operating Permit issued to Aqua Missouri for the Quail Valley Lake Subdivision Wastewater Treatment Facility and asserts that such permit speaks for itself and denies all other allegations contained herein.

4.i. Respondent is without sufficient knowledge to admit or deny the allegations contained in paragraph 4.i., and therefore denies same, and further states that Respondent was not invited to, nor a participant of, any meeting with the Missouri Department of Natural Resources regarding the Quail Valley Lake Subdivision and that Exhibit 4 raised a number of objections to

hooking up additional homes.

4.j. Respondent is without sufficient information to admit or deny the allegations contained in paragraph 4.j., and therefore denies same.

4.k. Respondent denies each and every allegation contained in paragraph 4.k.

4.l. Respondent is without sufficient information to admit or deny the allegations contained in paragraph 4.l., and therefore denies same, and further states that Respondent has not denied, nor refused to grant permission to hook up building lots to the existing Quail Valley Wastewater Treatment Facility. Further, Respondent avers that Complainant has acknowledged that expansion of the plant was part of the planned development.

4.m. Respondent admits that there have been meetings between Complainant and Respondent, but denies that Respondent has refused to reach an agreement and further asserts that Respondent has agreed to allow connection of ten (10) additional building lots to the Quail Valley Wastewater Treatment Facility, but that Complainant has refused to accept such agreement.

5. Respondent denies each and every allegation contained in paragraph 5, and further asserts that Respondent has allowed additional hookups in the past to Complainant and on a going forward basis.

6. Respondent denies each and every allegation contained in paragraph 6.

**WHEREFORE**, Respondent prays that this Commission find that the allegations contained in Complainant's Complaint are unsupported and dismiss such Complaint and assess costs incurred in defending this matter against Complainant, and for such other relief as this Commission deems appropriate.

**AFFIRMATIVE DEFENSES**

A. Complainants' Complaint against Respondent fails to state a claim upon which relief may be granted in that:

1. Complainants' own experts have conceded that the only additional capacity available and sought is ten (10) additional connections.

2. Respondent has agreed to allow ten (10) connections to be hooked to the existing system.

3. Based upon Complainants own expert's capacity calculation, the current number of connections to the Wastewater Treatment Facility, and Respondent's offer to allow such additional connections, there is no basis any complaint for violation of the Tariff or for violation of any public policy and thus there is no relief which may be granted to Complainants.

B. Pursuant to accord and satisfaction, Complainants' Complaint should be dismissed in that:

1. Complainants requested ten (10) additional connections to the Wastewater Treatment Facility.

2. That offer was never rescinded by Complainants.

3. Respondent has accepted that offer and agreed to allow ten (10) connections to be connected to the Wastewater Treatment Facility.

4. Therefore, under the doctrine of accord and satisfaction, there has been a valid agreement reached between the parties and thus the Complaint should be dismissed.

C. The original plans and specifications for the plant, as built by Complainants was for 80 connections, which is the current capacity of the facility, thus the Complainants fail to state a

claim upon which relief may be granted.

D. Complainants fail to state a claim upon which relief may be granted because Complainants' own experts have identified that to connect additional homes beyond the 80, an expansion of the existing treatment facility would be required which is beyond the scope of the Complaint and requires the Complainants to enter into a Developer Agreement with Respondent prior to embarking upon such construction.

**WHEREFORE**, this Commission should dismiss the Complaint of Complainants, assess costs, including attorney's fees against Complainants, and enter such other relief as this Commission deems appropriate.

Respectfully submitted,

BLITZ, BARDGETT & DEUTSCH, L.C.

By:



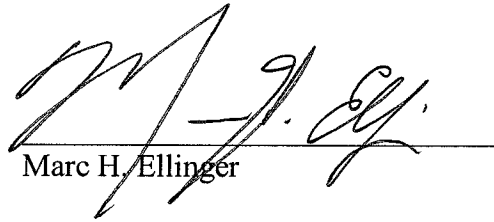
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above Answer was sent U.S. Mail, postage prepaid, to the following parties of record on this 14<sup>th</sup> day of May, 2007:

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Marc H. Ellinger