

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

The Staff of the Missouri)	
Public Service Commission)	
)	
Complainant,)	
)	
vs.)	Case No. WC-2010-0151
)	
Aqua Missouri, Inc.,)	
)	
Respondent.)	

ANSWER TO COMPLAINT

COMES NOW Aqua Missouri, Inc., a Missouri sewer utility subject to the regulation of the Missouri Public Service Commission, by and through counsel, and for its answer to the Complaint of the Staff of the Missouri Public Service Commission filed on November 20, 2009, in this case, states as follows:

1. Aqua Missouri, Inc. admits that Section 386.390 includes the language quoted in Paragraph 1 and further asserts that the full statute speaks for itself.
2. Aqua Missouri, Inc. admits that Section 386.570 includes the language quoted in Paragraph 2 and further asserts that the full statute speaks for itself.
3. Aqua Missouri, Inc. admits that Section 386.600 includes the language quoted in Paragraph 3 and further asserts that the full statute speaks for itself.
4. Aqua Missouri, Inc. admits Paragraph 4 of the Complaint.
5. Aqua Missouri, Inc. admits Paragraph 5 of the Complaint.
6. Aqua Missouri, Inc. admits Paragraph 6 of the Complaint.

7. Aqua Missouri, Inc. admits the existence of Case No. SR-2007-0020, asserts that the 2006 Unanimous Agreement speaks for itself, and denies each and every other allegation contained in Paragraph 7.

8. Aqua Missouri, Inc. admits the existence of Case No. SR-2008-0266, asserts that the 2008 Unanimous Agreement speaks for itself, and denies each and every other allegation contained in Paragraph 8.

9. Aqua Missouri, Inc. admits the existence of Case No. SR-2010-0027, and is without sufficient information to admit or deny each and every other allegation contained in paragraph 9 and therefore denies the same.

10. Aqua Missouri, Inc. denies each and every allegation set forth in paragraph 10.

Count I - Plant Retirements

11. Aqua Missouri, Inc. incorporates its answers to Paragraphs 1 through 10 as if more fully restated herein.

12. Aqua Missouri, Inc. admits that the 2008 Order includes the language quoted in Paragraph 12 and further asserts that the full Order speaks for itself.

13. Aqua Missouri, Inc. denies each and every allegation set forth in Paragraph 13.

Count II - Capital Construction Procedures

14. Aqua Missouri, Inc. incorporates its answers to Paragraphs 1 through 13 as if more fully restated herein.

15. Aqua Missouri, Inc. admits that the 2008 Order includes the language quoted in Paragraph 15 and further asserts that the full Order speaks for itself.

16. Aqua Missouri, Inc. denies each and every allegation set forth in Paragraph 16.

Count III - Call Recording and Retention

17. Aqua Missouri, Inc. incorporates its answers to Paragraphs 1 through 16 as if more fully restated herein.

18. Aqua Missouri, Inc. admits that the 2008 Order includes the language quoted in Paragraph 18 and further asserts that the full Order speaks for itself.

19. Aqua Missouri, Inc. denies each and every allegation set forth in Paragraph 19.

Count IV - Billing Periods

20. Aqua Missouri, Inc. incorporates its answers to Paragraphs 1 through 19 as if more fully restated herein.

21. Aqua Missouri, Inc. admits that the 2008 Order includes the language quoted in Paragraph 21 and further asserts that the full Order speaks for itself.

22. Aqua Missouri, Inc. admits that the EMSD Report includes the language quoted in Paragraph 22 and further asserts that the full Report speaks for itself.

23. Aqua Missouri, Inc. denies each and every allegation set forth in Paragraph 23.

24. Aqua Missouri, Inc. admits that Commission Rules 4 CSR 240-13.020(1) and 4 CSR 240-13.010 include the language quoted in Paragraph 24, further asserts that the full rules speak for themselves, and denies each and every other allegation contained in Paragraph 24.

Count V - Customer Contacts

25. Aqua Missouri, Inc. incorporates its answers to Paragraphs 1 through 24 as if more fully restated herein.

26. Aqua Missouri, Inc. asserts that the full 2006 Order speaks for itself.

27. Aqua Missouri, Inc. admits that the 2006 Agreement includes the language quoted in Paragraph 27 and further asserts that the full Agreement speaks for itself.

28. Aqua Missouri, Inc. admits that the EMSD Report includes the language quoted in Paragraph 28 and further asserts that the full Report speaks for itself.

29. Aqua Missouri, Inc. denies each and every allegation set forth in Paragraph 29.

AFFIRMATIVE DEFENSES

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

B. Respondent has substantially complied with 2008 Order.

C. To the extent that the 2006 Order does not conflict with the 2008 Order, Respondent has substantially complied with the 2006 Order.

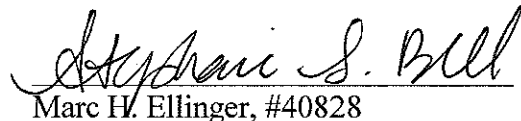
D. To the extent that the 2006 and 2008 Orders conflict, the 2008 Order supercedes the 2006 Order and Respondent has substantially complied with the 2008 Order.

E. Complainant has failed to comply with the requirements of 4 CSR 240-2.070.

Respectfully submitted,

BLITZ, BARDGETT & DEUTSCH, L.C.

By:



Marc H. Ellinger, #40828

Stephanie S. Bell, #61855

308 East High Street, Suite 301

Jefferson City, MO 65101

Telephone No.: (573) 634-2500

Facsimile No.: (573) 634-3358

E-mail: mellinger@blitzbardgett.com

E-mail: sbell@blitzbardgett.com


Kimberly A. Joyce
PA ID No. 86605
Aqua America, Inc.
Telephone No.: (610) 645-1077
Facsimile No.: (573) 634-3358
E-mail:KAJoyce@aquaamerica.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Answer to Complaint was sent via electronic mail, this 23rd. day of December, 2009, to:

Lewis Mills
Office of Public Counsel
P.O. Box 2230
Jefferson City, MO 65102-2230
E-mail: opcservice@ded.mo.gov

Eric Dearmont, Assistant General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360
E-mail: eric.dearmont@psc.mo.gov



Marc H. Ellinger