

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

John Leuchtmann,

Complainant,

vs.

Liberty Utilities (Missouri Water) LLC
d/b/a Liberty,

Respondent.

Case No. WC-2026-0368

ANSWER

COMES NOW Respondent Liberty Utilities (Missouri Water) LLC, d/b/a Liberty ("Liberty" or "Company"), by and through counsel, and for its *Answer* to the *Complaint* filed by John Leuchtmann, respectfully states as follows:

1. Liberty is without sufficient information to admit or deny that Complainant resides at ** [REDACTED] ** and therefore denies the same.

2. Liberty admits that it provides water service to the service address of ** [REDACTED] ** in the name of Complainant.

3. Complainant did not plead Respondent's address, which is 602 South Joplin, Post Office Box 127, Joplin, MO 64802.

4. Liberty admits that it is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. Complainant did not plead the amount at issue and Liberty is without sufficient information to admit or deny any amount and therefore denies the same.

6. Liberty admits it has been contacted by Complainant.

7. Liberty denies that it has violated any Missouri statutes, Commission

regulations or orders, or its Commission-approved tariff to the extent alleged by Complaint in this proceeding.

8. Liberty denies that Complainant is due any relief. Liberty further asserts that the Commission lacks jurisdiction and statutory authority to grant certain portions of the relief requested by the Complainant in this proceeding.

9. Except as expressly admitted herein, Liberty denies each and every allegation in the *Complaint*.

10. With respect to Count I of the *Complaint*, labelled “Section 1 – Chronic Infrastructure Failure,” Liberty is without sufficient information to admit or deny the allegations set out in the Paragraph labelled “Background” and therefore denies the same.

11. With respect to the Paragraph labelled “Pattern of Failure” in Count I of the *Complaint*, labelled “Section 1 – Chronic Infrastructure Failure,” Liberty admits that there have been main breaks but denies that the failure rate exceeds industry standards.

12. With respect to the Paragraph labelled “Consequences of Repeated Failures” in Count I of the *Complaint*, labelled “Section 1 – Chronic Infrastructure Failure,” Liberty admits that each main break may require emergency excavation and repair but denies each and every other allegation in that paragraph.

13. With respect to the Paragraph labelled “Liberty Utilities Obligations” in Count I of the *Complaint*, labelled “Section 1 – Chronic Infrastructure Failure,” Liberty admits that as a regulated investor-owned utility, Liberty has an obligation to maintain its infrastructure in safe working condition but denies each and every other allegation in that paragraph.

14. With respect to the Paragraph labelled “Relief Requested – Section 1” in Count I of the *Complaint*, labelled “Section 1 – Chronic Infrastructure Failure,” Liberty denies that Complainant is due any of the requested relief.

15. With respect to Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and Regulatory Non-Compliance,” Liberty admits the allegations set out in the Paragraph labelled “The Incident.”

16. With respect to the Paragraph labelled “Duration of Exposure and Site Deterioration” in Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and Regulatory Non-Compliance,” Liberty admits that safety cones may have been out of position and caution tape may have been displaced but denies each and every other allegation in that paragraph.

17. With respect to the Paragraph labelled “Regulatory Violations” in Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and Regulatory Non-Compliance,” Liberty denies that it has violated its tariff or any Commission orders or regulations or any statutes. Liberty further alleges that the Commission does not have jurisdiction or responsibility for compliance with EPA and/or DNR regulations to the extent alleged in that paragraph.

18. With respect to the Paragraph labelled “Environmental Threat” in Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and Regulatory Non-Compliance,” Liberty is without sufficient information to admit or deny the allegations set out in that paragraph and therefore denies the same.

19. With respect to the Paragraph labelled “Liberty Utilities Response Failures” in Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and

Regulatory Non-Compliance,” Liberty admits that Complainant notified Liberty of the situation and admits that the same was not immediately addressed but denies all of the other allegations set out in that paragraph.

20. With respect to the Paragraph labelled “Documentation” in Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and Regulatory Non-Compliance,” Liberty admits that Complainant has photographs.

21. With respect to the Paragraph labelled “Relief Requested – Section 2” in Count II of the *Complaint*, labelled “Section 2 – Current Environmental Emergency and Regulatory Non-Compliance,” Liberty states that it is and will continue to cooperate fully with any investigation by a state agency, but denies that Complainant is due any other of the requested relief. Liberty further notes that it did notify DNR of these events.

22. With respect to the Paragraph labelled “Section 3 -Summary of Relief Requested,” Liberty denies that Complainant is due any of the requested relief. Liberty also maintains that the Commission does not have authority or jurisdiction to order certain of the relief requested by Complainant in that paragraph.

23. With respect to the Paragraph labelled “Timeline of Events,” Liberty is without sufficient information to admit or deny the allegations set out in that paragraph and therefore denies the same.

24. With respect to the captions and other text accompanying the photographs appended to the *Complaint*, Liberty is without sufficient information to admit or deny the included allegations and therefore denies the same.

25. With respect to the document labelled “Formal Complaint against Liberty Utilities regarding Lakewood Hills HOA water system,” Liberty is without sufficient

information to admit or deny the included allegations and therefore denies the same.

26. With respect to the document labelled “Formal Complaint against Liberty Utilities regarding Lakewood Hills HOA water system,” Liberty denies that Complainant is entitled to any of the requested relief.

27. Liberty otherwise denies all allegations of the *Complaint* and its attachments not specifically admitted herein. Further, Complainant has not alleged with specificity any Commission jurisdictional law, tariff, rule, order or decision that Liberty allegedly violated. Nor has Complainant pled any customer specific injury or other remedy. Liberty further states that the *Complaint* fails to state a claim upon which relief may be granted by this Commission.

WHEREFORE, having fully answered, Liberty respectfully requests that the Commission dismiss or deny the *Complaint* and grant such additional relief as is just and proper under the circumstances.

Respectfully submitted,

BRYDON, SWEARENGEN & ENGLAND, P.C.

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ATTORNEYS FOR LIBERTY UTILITIES
(MISSOURI WATER) LLC D/B/A LIBERTY

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was sent by electronic mail to all parties of record this 22nd day of July, 2026.

/s/ Kevin A. Thompson