

Zachary Beauford and Cassandra Beauford,)
)
Complainants,)
)
v.) **Case No. WC-2026-0370**
)
Liberty Utilities (Missouri Water) LLC,)
d/b/a Liberty,)
)
Respondent.)

COMES NOW Respondent Liberty Utilities (Missouri Water) LLC, doing business as Liberty (“Liberty”), by and through counsel, and for its *Answer* to the *Complaint* filed by Zachary and Cassandra Beauford, states as follows:

1. Liberty is without sufficient information to admit or deny that Complainants reside at **[REDACTED]** and therefore denies the same.
2. Liberty admits that Complainants are seeking water service to the service address of **[REDACTED]**.
3. Complainants 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. Liberty admits that the utility service at issue is water service.
6. Liberty states that, although Complainants did not specifically plead the amount at issue, elsewhere in the *Complaint* the amount is identified as **[REDACTED]**.
7. Liberty denies that it has violated its tariff or any Commission order or regulation

or any statute, rule or regulation to the extent alleged by Complainants.

8. Liberty admits it has been contacted by Complainants.

9. Liberty denies that Complainants are due any relief.

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

11. In further answer, Liberty states: Rule 5.E of its tariff, cited by Complainants, states: "Existing water service lines and service connections may be used in connecting with new buildings only when they are found by examination and testing not to constitute a hazard to the health and safety of any Customer or the Company's facilities." P.S.C. MO No. 22, Original Sheet R 5.2, effective March 1, 2025. Liberty denies that Rule 5.E of its tariff is applicable to this matter because the subject premises is a new building requiring a new service connection.

12. In further answer, Liberty alleges that the applicable provision of its tariff is Rule 5.B, which provides: "The service connection from the water main to the Customer's property line shall be owned and maintained by the Company. Construction of the service connection, outdoor meter setting and curb stop shall be accomplished in one of the following ways at the Customer's option:

1. The Company will construct the service connection, outdoor meter setting and curb stop, as necessary, and make the connection to the main, within three (3) business days of an application for service, or within the time period specified in an application for service (See Rule 4). The Customer shall be responsible for payment of the New Service Connection Fee, as specified by or provided for in the Schedule of Service Charges.

2. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and make the connection to the main, subject to prior approval of the Company.

3. The Customer may install, or have installed by a professional contractor or plumber, the service connection from the water main to the meter setting, and the Company will tap the main and connect the service connection. The Customer shall be responsible for payment of a New Service Connection Fee as specified by or provided for in the Schedule of Service Charges.” P.S.C. MO No. 22, Original Sheet R 5.1, effective March 1, 2025.

13. In further answer, Liberty states that its Schedule of Service Charges, in effect at all times relevant to the *Complaint*, provides that the New Service Connection Fee shall be its “Actual Cost.” P.S.C. MO No. 22, Original Sheet T 3.1, effective March 1, 2025 (cancelled effective July 1, 2026). Liberty further alleges that the [REDACTED] cost at issue relates to necessary hydraulic modeling to evaluate potential impacts of Mr. Beauford’s requested service extension on the water system, water pressure, service to existing customers, and operation of the system.

14. Liberty otherwise denies all allegations of the *Complaint* not specifically admitted herein.

15. Liberty further states that *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.

By: /s/ Kevin A. Thompson

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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 24th day of July, 2026.

/s/ Kevin A. Thompson