

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

THE RESIDENTS OF VANLOO)	
ESTATES,)	
)	
Complainants,)	Case No. SC-2009-0024
)	
vs.)	
)	
AQUA MISSOURI, INC.,)	
)	
Respondent.)	

ANSWER OF AQUA MISSOURI, INC.

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

1. Paragraph 1 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. Without waiving rights to challenge this allegation, Aqua Missouri notes that this has been addressed per Provision 29 of the Settlement Agreement wherein the Company agreed not to back bill newly found customers to the effective date of the tariffs.

2. Paragraph 2 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. There are not enough facts stated to support the allegation. However, this issue has been addressed through the settlement. Without waiving its right to challenge this allegation, Aqua Missouri notes that this had been addressed per Provision 29 of the Settlement Agreement. In addition, Aqua Missouri performed

a detailed audit of its customers, particularly those customers in Van Loo Estates. Aqua Missouri has confirmed that each of the customers in the Attachment are receiving a bill.

3. Paragraph 3 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. However, this has been addressed per Provision 29 of the Settlement Agreement wherein the Company agreed not to back bill newly found customers to the date of the tariffs.

4. Paragraph 4 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied.

5. Paragraph 5 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. However, this has been addressed per Provision 29 of the Settlement Agreement wherein the Company agreed not to back bill newly found customers to the effective date of the tariffs. In addition,. Aqua Missouri performed a detailed audit of its customers, particularly those customers in Van Loo Estates. Aqua Missouri has confirmed that each of the customers in the Attachment are receiving a bill.

6. Paragraph 6 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. However, this has been addressed per Provision 29 of the Settlement Agreement wherein the Company agreed not to back bill newly found customers to the effective date of the tariffs.

7. Paragraph 7 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. There is no allegation here to respond to and this is a data request. Aqua Missouri's capital improvements were included in

its rate filing which is reviewed by the Missouri Public Commission Staff and the Office of the Public Counsel.

8. Paragraph 8 of the "Complaint" states insufficient facts for an answer to be made and thus no answer is required, to the extent an answer is required, all allegations are hereby denied..

9. Aqua Missouri denies each and every allegation in Paragraph 9 and specifically denies that the statement was made and further denies that it back bills for deposits.

10. Paragraph 10 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. The Missouri Public Service Commission approved the settlement agreement with the Staff and the Office of the Public Counsel.

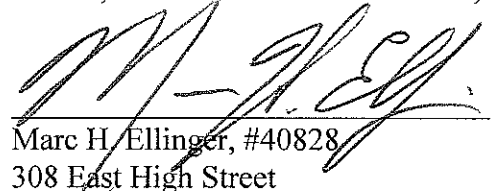
11. Paragraph 11 of the "Complaint" states no facts or law and thus no answer is required, to the extent an answer is required, all allegations are hereby denied. There are insufficient facts to support this claim. However, this has been addressed per Provision 29 of the Settlement Agreement wherein the Company has agreed not to back bill newly found customers to the effective date of the tariffs.

WHEREFORE Respondent prays that this Commission deny the relief requested by Complainants and for such other relief as this Commission deems appropriate.

Respectfully submitted,

BLITZ, BARDGETT & DEUTSCH, L.C.

By:


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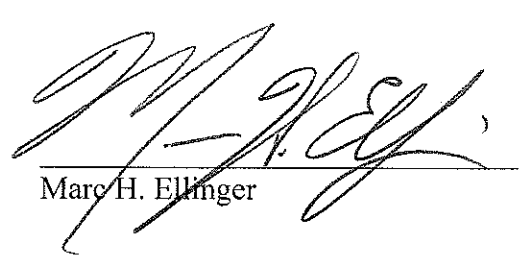
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Answer of Aqua Missouri, Inc., was sent U.S. Mail, postage prepaid, this 17th day of November, 2008, to:

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