

6. Universal is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 6 of the Complaint and therefore denies the same.

7. Universal is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of the Complaint and therefore denies the same.

8. Universal denies the allegations set forth in Paragraph 8 of the Complaint.

9. Universal denies the allegations set forth in Paragraph 9 of the Complaint.

10. Universal denies the allegations set forth in Paragraph 10 of the Complaint.

11. Universal denies the allegations set forth in Paragraph 11 of the Complaint.

12. Universal denies that it sells water at Blue Acres Mobile Home Park.

13. Universal denies the allegations set forth in Paragraph 13 of the Complaint.

14. Universal is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14 of the Complaint and therefore denies the same.

15. Universal is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 of the Complaint and therefore denies the same.

16. Universal is without knowledge or information sufficient to form a belief as to the truth of the first allegation set forth in Paragraph 16 of the Complaint.

17. Universal is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17 of the Complaint and therefore denies the same.

18. Universal is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 of the Complaint and therefore denies the same.

19. Paragraph 19 of the Complaint does not require a response.

20. Universal admits that the language quoted in Paragraph 20 of the Complaint appears in Section 386.020(58) RSMo.

21. Universal admits that the language quoted in Paragraph 21 of the Complaint appears in Section 386.020(48) RSMo.

22. Universal denies the allegations set forth in Paragraph 22 of the Complaint.

23. Universal denies the allegations set forth in Paragraph 23 of the Complaint.

24. Universal denies all of the allegations set forth in Paragraph 24 of the Complaint, with the exception of a portion of Paragraph 22b. Universal admits that it reads water meters at Blue Acres Mobile Home Park.

25. Universal denies the allegations set forth in Paragraph 25 of the Complaint. Universal no longer utilizes the attached notice marked as "Exhibit C."

26. Universal denies the allegations set forth in Paragraph 26 of the Complaint.

27. Universal denies the allegations set forth in Paragraph 27 of the Complaint.

28. Universal denies the allegations set forth in Paragraph 28 of the Complaint.

29. Universal denies the allegations set forth in Paragraph 29 of the Complaint.

30. Universal admits that the language quoted in Paragraph 30 of the Complaint appears in Section 386.020(42) RSMo.

31. Universal denies the allegations set forth in Paragraph 31 of the Complaint.

32. Universal denies the allegations set forth in Paragraph 32 of the Complaint. Universal denies that it is operating in Missouri ultra vires and without lawful authority.

33. Paragraph 33 of the Complaint does not require a response.

34. Universal is without knowledge or information sufficient to form a belief as to the truth of the first allegation set forth in Paragraph 34 of the Complaint.

35. Universal is without knowledge or information sufficient to form a belief as to the truth of the first allegation set forth in Paragraph 35 of the Complaint.

36. Universal admits that the language quoted in Paragraph 36 of the Complaint appears in Section 393.170 RSMo.

37. Universal admits the allegations set forth in Paragraph 37 of the Complaint.

38. Universal denies the allegations set forth in Paragraph 38 of the Complaint.

39. Paragraph 39 of the Complaint does not require a response.

40. Universal admits that the language quoted in Paragraph 40 of the Complaint appears in Section 386.570 RSMo.

41. Universal admits that the language quoted in Paragraph 41 of the Complaint appears in Section 386.600 RSMo.

WHEREFORE, having fully answered, Universal respectfully requests that the Commission dismiss Staff's Complaint and for such other further relief as the Commission deems necessary and just in the circumstances.

Respectfully submitted,

LATHROP & GAGE, L.C.

/s/ Paul S. DeFord

Paul S. DeFord Mo. #29509
Suite 2800
2345 Grand Boulevard
Kansas City, MO 64108-2612
Telephone: (816) 292-2000
Facsimile: (816) 292-2001
E-mail: pdeford@lathropgage.com

Aimee D. G. Davenport Mo. #50989
314 East High Street
Jefferson City, MO 65101
Telephone: (573) 893-4336
Facsimile: (573) 893-5398
E-mail: adavenport@lathropgage.com

Attorneys for Universal Utilities, Inc. and Nancy
Carol Croasdell

Dated: November 19, 2007

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer of Universal Utilities, Inc. and Nancy Carol Croasdell to Staff's First Amended Complaint has been hand-delivered, transmitted by e-mail or mailed, First Class postage prepaid, this 19th day of November, 2007, to:

General Counsel Office
Missouri Public Service Commission
200 Madison Street, Suite 800
PO Box 360
Jefferson City, MO 65102
GenCounsel@psc.mo.gov

Lewis Mills
Office Of Public Counsel
200 Madison Street, Suite 650
PO Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

Steven Reed
Missouri Public Service Commission
200 Madison Street, Suite 800
PO Box 360
Jefferson City, MO 65102
steven.reed@psc.mo.gov

/s/ Paul S. DeFord
Paul S. DeFord