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MARC H. ELLINGER

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November 15, 2006

Mr. Mark A. Ludwig
Carson & Coil, P.C.
Law Offices
P. O. Box 28
Jefferson City, MO 65102

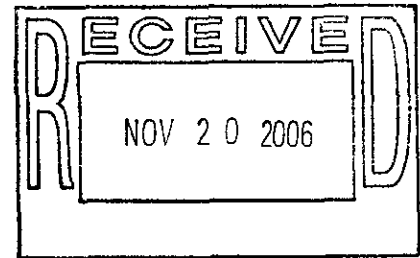
Re: Quail Valley WWTF

Dear Mr. Ludwig:

FILED³

NOV 21 2007


Missouri Public
Service Commission



Enclosed please find an Agreement for execution by your client, Edward Storey. The Agreement permits Mr. Storey to connect one lot at a time to the treatment plant. After the initial connection, Aqua Missouri, Inc. will determine whether the plant can absorb another connection. If the determination is in the affirmative, then permission will be given to Mr. Storey for another connection and the heretofore described assessment procedure will be performed by Aqua Missouri, Inc. for each connection not to exceed a maximum of ten connections.

The procedure allows your client to develop his property while ensuring that Aqua Missouri, Inc. can maintain the integrity of the treatment plant, which is of utmost importance to both parties.

Sincerely,

Marc H. Ellinger 

Marc H. Ellinger, CPA
Attorney at Law

MHE:srb

Enc.

c: Tena Hale-Rush, Regional Manager
Aqua Missouri, Inc.

Petitioners Exhibit No. 46
Case No(s). WC-2007-0303
Date 10-30-07 Rptr pas

AGREEMENT

This Agreement is made and entered into this ____ day of November, 2006, by and between Aqua Missouri, Inc., owner of the Quail Valley Wastewater Treatment Plant (hereinafter "Company") and Edward Storey (hereinafter "Developer").

1. Company is the owner of the Quail Valley Wastewater Treatment Plant located in Cole County, Missouri, and the system mains, which serve the Quail Valley Subdivision, Cole County, Missouri.

2. Company must make the final decision on further connections as the responsible party to Missouri Department of Natural Resources.

3. Developer owns ten lots in Quail Valley Subdivision in Cole County, Missouri, which he is holding for sale and which he desires to hook-up to the Quail Valley Wastewater Treatment Plant.

4. Company agrees to allow Developer to connect one lot upon completion of construction on such lot. After such connection is performed, Company will perform an assessment to determine whether the Quail Valley Wastewater Treatment Plant can absorb another connection without the need of Company to add additional capacity to the Quail Valley Wastewater Treatment Plant. If Company's assessment determines that another connection can be handled by Quail Valley Wastewater Treatment Plant, Company shall approve another connection and then proceed with another assessment regarding capacity. Such procedure shall be followed for a maximum of ten lots, with one connection per lot.

5. If at any time the Company determines that capacity must be expanded to allow another connection, the Developer shall execute a Developer's Agreement as stated in the Company's tariff filed with the Missouri Public Service Commission.

6. This document constitutes the entire agreement of the parties with regard to the matters set forth herein, and it shall be binding upon and inure to the benefit of the personal representatives, heirs, successors and assigns of each of the parties hereto. No modification or amendment to this Agreement shall be binding on the parties unless it is in writing and signed by the person sought to be charged.

7. Each party agrees to perform any further acts and execute any documents which may be reasonably necessary to carry out the provisions of this Agreement.

8. Each party warrants and represents that the person executing this Agreement on its behalf is authorized to do so.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year below set forth.

Tena Hale-Rush
Regional Manager
Aqua Missouri, Inc.

Edward Storey