

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

Eric C Larson)	
)	
Complainant)	
)	
VS.)	
)	
)	Case No. _____
Woodland Manor Water, LLC)	
)	
Respondent)	

COMPLAINT

1. Complainant resides at 31 Holiday Drive, Kimberling City, Missouri, 65686
2. Respondent, Woodland Manor Water, LLC, is a public utility providing service to complainant's home and business.
3. As the basis of this complaint, complainant states the following facts:

Water was originally provided to our property by Woodland Manor Water, (P.O. Box 73, Kimberling City, Missouri, 65686) from the west, by way of an east-west mainline, running primarily parallel to Vista Haven Street, with 2 valve boxes at the southern property line. Both valve boxes and their associated appurtenances are the property of Woodland Manor Water.

The intent of the tariffs is clearly that meter placement is to be at or inboard of the property line of a given property barring exigent circumstance.

All of the meter vaults I was able to locate on every property I looked at in the entire area are at, or within the boundaries of the properties served. (See Photos)

In 2001, I built a new home at the east end of the parcel. I stubbed a 1 1/2 inch water line out to the property line and called Woodland Manor to provide water service. Woodland Manor came out and said rather than having to cut across the street, they would simply put a new 2" meter (at substantial additional cost to me) in the existing main that ran under the road into the east valve box at the property line. The new meter was set 12 feet south of the existing east valve box owned by Woodland Manor Water, when it could very easily have been placed in the location of the existing valve box. I was told at the time that I must now connect to the to the service line between the new meter and the existing valve box. As an act of good faith, even though it is not my line, I did that, *and* connected (at Woodland Manor's request) an additional 1" under-street main, feeding the

previous living quarters of the resort, to my 1 ½ “ line to eliminate the possibility of any future issues that could arise for Woodland Manor in regard to *that* pipe.

The errant placement of the new 2” meter left an unknown section, or sections, of Woodland Manor’s main line on my side of their meter.

At no point did I take, nor should I have taken, responsibility for, or ownership of Woodland Manor’s main line left inboard of the meter by their improper meter placement.

On June 7th ,2011 I observed water coming up out of the street and flowing all over our grounds, foundations, and drive aisles. I called Woodland Manor in the early morning to let them know, went over to be sure they were aware at 8:50 AM, and called again, as there was no one there. Woodland Manor Water called me back and Mona said she'd take a look at it and let me know what the problem was. I went back to their office later that afternoon and Mona said the first time she could excavate was tomorrow afternoon (June 8th), and that she had a similar issue at a different location, at which, she would have the tools to determine what was necessary. Late afternoon on the 8th Mona, Travis Tucker (Kimberling City public works employee), and two guys with a backhoe, truck, and trailer showed up, decided that because the leak slowed when I turned the water to the meter off, it was my problem, told me I'd be required to fix it, and left. I called Mona back to show her how far into the roadway the water was coming from, and that it clearly was not a consumer issue, and she angrily stated she would not fix that pipe. That it was mine, and she was through with this matter.

As a result of Woodland Manor’s actions, I was forced to spend 4 hours, with the help of my son in law, taking turns with a sledge hammer, smashing out the roadway to access a broken pipe, that didn’t belong to me, through 3 layers of asphalt, 5 feet out into the road, and 20 inches below the surface. I had to notify our guests that evening that they would be without water from 12:00 AM to 6:30 AM, and shut off the water overnight to minimize the damage Woodland Manor's problem could cause during the night. I went to the supply house in the morning to get parts. With the water back on in the morning to provide water for our guests, I allowed the pipe to leak until the point at which showering in the FULL RESORT wouldn’t be as likely, pumped out the water, fixed the pipe, and covered the hole with the spoils. Fortunately, I come from a background which allows me to perform such tasks. I shudder to think about what I would have had to do if I was an eighty-year-old woman.

In order to remedy this travesty, I request it be required of Woodland Manor Water to excavate at the service line between where they errantly placed their east meter, and the east valve box at the property line, locate and cap the main line branching toward the west, replace their old shut-off valve and set a new vault to contain it, patch the road surface I was forced to remove to save my property from additional damage caused by their faulty pipe, and pay me for my time and effort in repairing their pipe. When that is

completed, and at no time before, I will accept all that is inboard of the east meter as property of Eric Larson.

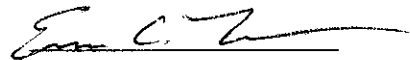
Additionally, I could request Woodland Manor Water be required to cut across the street to place a new meter at the west valve box where one should have been placed in the first place had they been aware of what they bought. Instead, in another act good faith, I request they install a 1" line from my side of the West meter to the west valve box (approximately 20 feet away) with a new valve in an approved vault, flush with the adjacent surfaces, at which point, and at no time before, I will accept responsibility for everything on my side of that meter.

Please see the attached diagram (exhibit "A"), which illustrates the facts stated above.

I can be reached by telephone at (417) 739-4461, Fax at (417) 739-1051, or email at dptlarsons@aol.com

VERIFICATION

I, the undersigned, being of lawful age and first being duly sworn, depose and say that I am the Complainant herein, that I have read the allegations of the foregoing pleading, and that all of said facts and statements contained therein are true and correct to the best of my knowledge, information, and belief.



Eric C Larson

Invoice #wm0611

6/20/2011

To: Woodland Manor Water
P.O, Box 73
Kimberling City, MO 65686

From: Eric Larson
31 Holiday Drive
Kimberling City, MO 65686

Labor and materials required to repair pipe belonging to Woodland Manor Water on June 8 and 9, 2011, in order to stop water from undermining structures and damaging gravel aisleways.

Labor

9 Man hours @ \$35.00/hr \$315.00

Materials

One compression fitting \$ 3.49

Total Due \$318.49

Less credit for water used in May \$123.20

Balance Due \$195.29

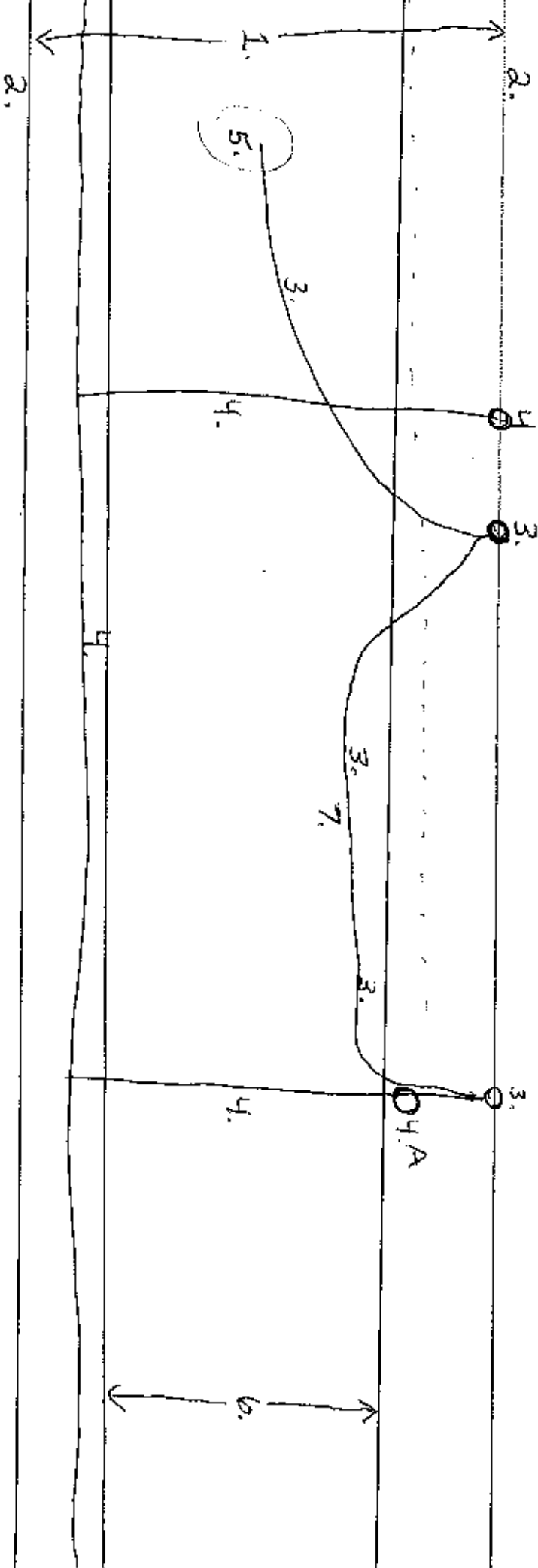
Please remit to:

Eric Larson
31 Holiday Drive
Kimberling City, MO 65686

Thank you in advance for your prompt payment of this invoice!

Exhibit A

N ↑



1. City right of way
2. Property lines
3. Original water system serving properties on north side of street
4. New main + appurtenances installed by Woodland Meter Water
- 4A Subject meter installed 12 feet from property line in city right of way
5. Point of abandonment by Woodland Meter Water
6. Asphalt roadway
7. Leak under road