

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

Eric C Larson)	
)	
Complainant)	
)	
VS.)	
)	
)	Case No. _WC 2011 0409 _
Woodland Manor Water, LLC)	
)	
Respondent)	

Summary Brief

Judge Jordan

Although this may not be formatted per the letter of the law, I am relying on your sense of fairness to accept it as my final filing in this case. It is my understanding that our legal system was originally designed in order for the common man to bring pleas before honorable men for the sake of justice. I believe you to be an honorable man, and place this in your hands. You have seen the parties and their representations of their respective positions. I trust you will bring your understanding thereof to the commissioners, that an appropriate decision will be made, and I will respect that determination.

I believe the interpretation of the tariffs creates enough gray area in this issue to at least negate the requirement to remunerate any prevailing party's legal fees. Ultimately, this is not about the repair work, as much as about getting it right for the future.

PUC staff understandably entered this process with intent to follow precedence. It seems following precedence, without regard for wisdom, became more important than the truth at some point. This is like a termite infestation that eats at the framework of our society. Sometimes precedence has to be *set* rather than followed. With greater wisdom, and understanding, we have more options. At some point in history, precedence for a badly broken arm was removal with a handsaw. Now we save arms because we have greater understanding.

Although the considerable amount of paperwork this issue has generated is very impressive, we have wasted a ridiculous amount of time and money on it. It appears that because of the justification of one man's perspective of the situation, and his apparent inability to recognize the possibility that he may have made a mistake, we have all been forced to endure this charade.

I remind you that no other member of the PSC staff, or esquire Gibson even looked at the physical conditions here, and yet all made statements and observations based solely on their understanding of the perception of Mr. Spratt. It's very clear, when looking at the conditions, what the truth is.

The following facts are uncontested, and were made clear at the hearing:

1. The entire subject line was installed by "a predecessor water company", and is not on my property.
2. Sections of that same line were arbitrarily capped and abandoned by Woodland Manor Water on two separate occasions without consulting anyone outside Woodland Manor's organization.
3. At no time did I accept ownership of the subject line.
4. The original valve boxes are the points of connection placed at the property line by the previously referenced predecessor water company, and are therefore the property of Woodland Manor Water.
5. The sole reason for the subject pipe serving only my property is that Woodland Manor Water renounced ownership of the existing valve boxes, and arbitrarily placed their meters, rather than assessing their as-built conditions and placing them at the original valve box locations. (It is duly noted that convenience for me was a consideration for the placement of the east meter, but any implied acceptance of the subject line as part of my system as a result of passed time is ludicrous. I only accepted what the authorities told me at the time of installation, not any real property associated with their statements.)
6. By definition the customer's line is one installed and maintained by the customer.
7. The company still does not know the location or configuration of all system components.

I am clearly not trying to escape my responsibility, as is indicated by my immediate and complete repair of the line after repair service was refused by the company as water was running to, and through my land and cabins.

My remedial suggestions (excerpts below, in red type, from my original formal complaint) were made to better the system and to alleviate further confusion by way of elimination of deteriorating system components installed by the predecessor water company and bring the customer/water company transition point into alignment with the tariffs.

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.

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.

If the commission determines that the line is still the company's, Woodland may simply fix the road, pay me for the water lost, pay me for fixing the line, and leave it in place. Unfortunately, that would leave open possible future issue unless the point of demarcation is clearly defined. My thought was to re-establish clear connection points if future component failure arises.

I have reduced my requirement to be remunerated for my time and effort in order to reach some type of agreement, and my rejection of the company's only counter-proposal was based on the fact that it contained such limited concession on the their part. Although counsel for the PSC felt it was acceptable, respectfully, she may not have understood its implications (but she does appear to have a bright future as a litigator).

In a nutshell, if the entire remedial action at both meters were to take 6 hours, their offer included about 20 minutes worth of the work and left me with the remaining 5 hours and 40 minutes. If I'm going to have to do the work, I'll just do it all. I stand by my offer to absorb the time and effort to date spent on the repair of their line if it is determined that Woodland is to do the outlined remedial work, or something with a similar end result.

Finally, It is my understanding that the PSC was implemented to oversee utility companies to ensure uniformity and prevent injustice. The situation at hand is not (yet) just, and the water system here is far from uniform. I implore you to rely on your wisdom, instincts, and character assessments to make a determination as to what the truth of the matter is, and what was fabricated distraction, designed to incite doubt in order to protect bank accounts or jobs. I have nothing to lose here but faith in the system's integrity, and I can live without that as long as I maintain my own. I hope you feel the same.

May God bless you as you seek His will in all matters.

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.

Respectfully,

Eric Larson