

BEFORE THE PUBLIC SERVICE COMMISSION OF THE  
STATE OF MISSOURI

FILED

AUG 18 2006

SUSAN D. JAEGER,

Complainant,

v.

JOSEPH HYBL,

Respondent.

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Case No. WC-2006-0550

Missouri Public  
Service Commission

ANSWER TO COMPLAINT

Comes Now Respondent by his attorney, Donald A. Baerveldt, Jr., and for his  
Answer to Complainant's Complaint states as follows:

1. Respondent admits the allegations as set forth in paragraphs one and two.
2. Respondent denies the allegations as set forth in paragraphs three and four.

Respondent states further that:

A. Mr. Bill Beene (hereinafter "Beene") was the original owner of the  
real estate now comprising Oakview Estates Subdivision.

B. Beene installed a well intended to service a limited number of Lots,  
including that of Complainant. No written water use agreement is recorded of record.

C. Beene sold a majority of the Lots now comprising Oakview Estates  
Subdivision to Respondent.

D. Respondent, after notice from the Missouri Public Service  
Commission, at the expense of Respondent installed a new well in compliance with the  
laws of the State of Missouri at Oakview Estates.

E. Respondent hooked onto the new well existing users of water at Respondent's cost.

F. Respondent installation of the new system and supply of water was never intended to be a free service.

G. Respondent has attempted in good faith to negotiate a monthly use for the supply of water and cost to hook onto the water system, including a water meter on the residence of each user.

H. Respondent sent correspondence dated March 23, 2003 to each lot owner, a copy of which is attached as Exhibit "A".

I. Respondent has attempted since that date to negotiate the supply of the water and hook up onto the system.

J. Respondent has refused and continues to refuse to meet with Respondent.

K. Respondent has never represented to any Lot owner that the supply of water was to be free, nor can Respondent continue to incur the monetary losses for the supply of water.

L. Complainant has not paid any monies for the supply of water; she has not paid any monies for the use and maintenance of the water supply facility; and she has refused to allow the installation of a water meter onto her residence..

WHEREFORE, Respondent requests that Complainant's Complaint be dismissed; that Complainant be ordered to pay a reasonable amount each month for her use of water supplied by Respondent; that Respondent be ordered to pay a reasonable amount for the

cost of the hook-up of her residence onto the water supply system including the cost of a water meter.

BAERVELDT LAW FIRM, LLC

By: \_\_\_\_\_

Donald A. Baerveldt, #37032

**Attorney for Respondent**

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March 17, 2003

Mr. Michael Yaeger  
124 Kit Drive  
Warrenton, MO 63383

**EXHIBIT "A"**

Re: Oakview Estates / Water Useage

Dear Mr. Yaeger:

I represent Oakview Estates, Inc., a subdivision in Warren County, in which you reside. I am conveying this letter to you, as well as other homeowners, in regard to the fresh water system installed and operated by Oakview Estates, Inc.

As I am sure you are aware, you have been receiving fresh water service but have not been paying for the service provided by Oakview Estates, Inc. The fresh water system was installed at great cost to my clients and is operated at an additional cost for the fresh water provided. The ownership of Oakview Estates, Inc. has requested that I contact each of the homeowners currently accessing the fresh water system to negotiate repayment over a period of five (5) years of the apportioned cost of the fresh water system and the cost of current usage on a monthly basis. My client has authorized me to waive any past usage fees up to and through April 1, 2003, if an agreement can be negotiated on or before that date.

The apportioned costs for each lot of the subdivision is approximately \$4,275.00. My client has proposed repayment of the apportioned costs as a "tap-on" fee of \$71.25 per month, payable over a period of 60 months secured by a second deed of trust on the respective homeowners' real estate. The current fresh water usage fee each month would be an additional \$56.01 per month. You will be billed by a private service in regard to both charges.

Finally, as part of the negotiated resolution of the water usage and water installation as set forth herein, each homeowner will be required to submit to the Declaration & Covenants of Oakview Estates Subdivision, a copy of which is enclosed with this letter.

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If we are not able to negotiate the above matters on or before **April 1, 2003**, my client will have no recourse but to remove your tap on to the fresh water system. You will thereafter be responsible for provision of fresh water for your property.

I will look forward to discussing this matter with you at your earliest convenience prior to April 1, 2003.

Respectfully,



DONALD A. BAERVELDT, JR.  
Attorney at Law

DAB:pt - enclosure

cc: David Fierge