

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

ERIC C. LARSON)	
Complainant,)	
vs.)	Case No. <u>WC-2011-0409</u>
WOODLAND MANOR WATER, LLC,)	
Respondent.)	

ANSWER

COMES NOW Respondent Woodland Manor Water, LLC (hereafter, "Woodland"), by and through its attorney Gregory R. Gibson, and answers the Complaint filed against it as follows:

1. Admits that our records indicate Complainant's address is correctly stated. Respondent states that the service referenced in the Complaint serves the business Kimberling Oaks Resort, LLC, a Missouri limited liability company. Respondent submits that a necessary party may not have been made a party to this Complaint.

2. Admits that Respondent Woodland is a public utility which, among others, provides service to Complainant's home and business.

3. Because the remainder of the Complaint is informally stated, and in a large and complex statement, Respondent is unable to form a proper response, and accordingly denies same, except as may be expressly admitted below.

4. By way of a good faith attempt to address said informal statement, Mona Fennema, authorized manager of Woodland, has prepared a response intended to address the issues and allegations raised by Complainant. In order to avoid undue repetition, said response and

the exhibits thereto are attached hereto as "Exhibit 1" and incorporated herein by this reference as if fully set out.

5. In addition to the response attached as Exhibit 1, and in order to attempt to succinctly answer the Complaint, Respondent states as follows: The Complaint appears to allege and argue (a) the meter box placement was improper because it was not installed physically upon his property; (b) that Complainant's responsibility for his service lines commenced at his property line rather than connection with the meter; and/or (c) that any service lines which might over their course pass nearer the Respondent's main line than the meter box becomes Respondent's property and responsibility.

6. In answer to placement of the meter boxes, Respondent specifically denies that they were improperly placed. Rule 11(f) specifically states meters may be installed "at or near" the property line. Rule 5(i) reiterates this, expressly permitting the customer's service line to cross into the public utility easement for the purpose of connecting to the meter or main. There is no requirement it be installed on the customer's property. Furthermore, as noted in the Response Exhibit 1, the placement was selected as much to aid the Complainant in avoiding extra connections and fees as to fit the needs of Respondent utility. Finally, said meter placement was accepted by Complainant over 10 years ago, and no complaint was ever filed with respect to said placement, such that attempting to raise the issue at this late date ought be barred on legal and equitable grounds.

7. In answer to where the Complainant's service lines commence, and thus

responsibility for their maintenance, Rule 1(e) and (f) make clear that Customer responsibility for his service line(s) begin at the meter connection. The only exception is for the convenience of the customer where a service line ties into a main (without a meter) under a roadbed, in which case the customer's responsibility commences at the edge of the street. This is not applicable here, where the Respondent brought its service connection line (and meter) to the Complainant's side of the street and onto the utility right-of-way a few feet from his property line. Once again, the meters were set over 10 years ago, and Complainant was told at that time he must bring his service lines to the meters for connection, which he did, and without filing a complaint, such that attempting to raise the issue at this late date ought to be barred on legal and equitable grounds.

8. Lastly, Complainant asserts that Respondent ought to be liable for repairs to his service line because one of the lines he used in servicing certain of his units curved under the adjacent roadway, his argument seeming to be that if it comes closer to the Respondent's main than the meter box, ownership and responsibility somehow pass to Respondent. Complainant does not allege that the line in question (the "leaking line") is a trunk line or service connection line connected directly to Respondent's main line; it is quite clear it is tied in somehow to one or more of Complainant's service lines on his side of the meter(s). How or where it is tied in, where it runs, what he is using it for, or any other questions cannot be answered by Respondent, because it is not its line and is not under its control in any way. That repairs to the line were inconvenient is obvious, but it is equally obvious that it would be

absurd to require Respondent to be responsible for a line over which it has no knowledge or control, and which is connected only to Complainant's service lines somewhere. If Complainant chooses to utilize an older line for purposes which apparently suit him (or he would never have connected it to his service lines), he must likewise be responsible for its maintenance and repair.

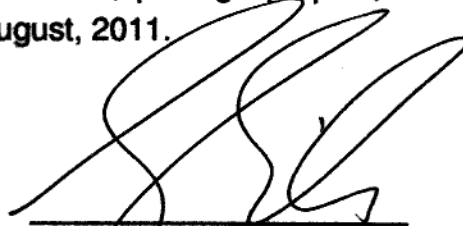
WHEREFORE, Respondent prays for findings and ruling in its favor and against Complainant, and for such other and further relief as the Commission deems just and proper.



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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the above pleading was served upon Complainant by depositing same in the US Mails, postage prepaid, to 31 Holiday Drive, Kimberling City, MO 65686, this 4th day of August, 2011.


Gregory R. Gibson