

In response to the Answer provided by Woodland Manor Water in relation to the formal complaint, styled, Case No. WC-2011-0409, the Complainant adds:

Esquire Gibson clearly has no understanding of the facts pertaining to this issue, and makes several errant assumptions based on his lack of knowledge of the situation. To wit:

1. Kimberling Oaks Resort is not an LLC, and is therefore has no required inclusion as a party in this case.
2. No objection.
3. The complexity of the matter required explanation. The respondent's inability to form a proper response is solely due to it's limitations imposed by the truth. Denial was inevitable.
4. Received with qualifications related to erroneous representations therein.
5. (a) Complainant argues that the meter box was not placed at the previous termination of Respondent's water system, thereby leaving a portion of Woodland Manor Water's piping and appurtenances on his side of the meter, and had it been placed at their valve box, there would be no issue; (b) Complainants responsibility does indeed start at his property lines and complainant assumes responsibility for all utilities within same; and (c) Complainant inferred nothing of the sort.
6. As we find in constitutional matters, the intent of the tariffs must be considered. The balance of this item is irrelevant.
7. Again, Complainant defers to the intent of the tariffs. Arbitrary placement simply undermines the entire function of the tariffs in place. Additionally, Complainant's position is more about not acquiring ownership of piping installed by the water provider, which when cleared up leaves no doubt as to the responsibility for said piping. (and 12 feet is not a "few"). And, time since the meter was improperly placed by the Respondent does not transfer ownership to Complainant by any means.
8. Finally, the lines referenced herein are not the Complainant's, rather they are lines abandoned on Complainant's side of a meter placed improperly by the Respondent. The line in question was indeed the water provider's original Main Line feeding the south side of what was then Vista Haven Drive. No transfer of ownership of the lines in question has taken place. They were, and are, the property of Woodland Manor Water as part of their purchase of the water system in 1999. There still exist several such absurdities within the woodland Manor system as a result of poor diagrams as would be attested to by their exhibits.

Complainant never got to choose use of the line in question. He merely accepted the word of the PUBLIC utility company that their methods and placements were correct. Complainant now stands corrected. All of Complainant's service lines (other than the 1 1/2" line placed by Complainant as directed by the Respondent) are at or within his property lines, exactly as it should be.

The following questions arise when reviewing exhibit 1:

When the former water company owner put the new meters in place, where were they placed? (Complainant submits (with corroboration of several neighbors) that the meters replaced the original valve boxes on each individual property.)

In the 1991 drawing designating 3 service lines to the resort, how were they terminated? (Complainant submits this was accomplished via valve boxes at the property line in 2 cases, and via crawl space shut-off at the living quarters.)

Is it acceptable for a PUBLIC utility company to deny service based on their feeling?

Why are there no pictures of the subject meter and vault in the Respondent's submission?

Do any of the rest of the mis-stated, and/or manipulative inferences contained within the Respondent's answer have anything to do with the issue at hand?

And in closing....

There were never any resort shut-offs. There were water company shut-offs. If, as the former owner of the water system did, the Respondent had simply placed the meter at the original termination point of it's system, this would all be moot.

Complainant now prays (again) for finding and ruling that the remedy described in his original Formal Complaint be ordered completed.



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