

Exhibit: Issue(s)	Commission Jurisdiction
Type of Exhibit:	Written Rebuttal Testimony
Witness:	Jennifer Hunt
Sponsoring Party:	I-70 Mobile City, Inc.
File No.:	WC-2022-0295
Date Testimony Prepared:	October 25, 2023

**MISSOURI PUBLIC SERVICE COMMISSION  
FILE NO. WC-2022-0295**

**WRITTEN REBUTTAL TESTIMONY  
OF  
JENNIFER HUNT  
ON  
BEHALF OF  
I-70 MOBILE CITY, INC.**

**OCTOBER 25, 2023**

**\*\*\*DENOTES CONFIDENTIAL INFORMATION\*\***

**REBUTTAL TESTIMONY OF JENNIFER HUNT****I-70 MOBILE CITY, INC.****CASE NO. WC-2022-0295****I. INTRODUCTION**

2           **Q.     Please state your name, title and business address.**

3           A.     Jennifer Hunt, President, I-70 Mobile City Inc., 1449 Outer Road, Bates City, MO  
4 64011-8347.

5           **Q.     Please describe your educational and work experience.**

6           A.     I hold a Bachelor of Science degree in Health Sciences with a concentration in  
7 Public/Environmental Health from James Madison University. I completed an internship with the  
8 Virginia Department of Health- Environmental Health/Code division (concentration in private  
9 wells and wastewater systems, soil analysis, food protection). I also hold a Master of Social  
10 Work Degree from the University of Kansas. I have served as a Director of a Pharmacy hospital  
11 program at a Level I Trauma Center and served in various leadership, medical, and social work  
12 capacities in the state of Missouri and Kansas. I have also served on the Board of Directors for a  
13 large national farming association.

14           **Q.     What are your duties with respect to I-70 Mobile City?**

15           A.     My duties include: day-to-day operations, customer contacts, billing,  
16 bookkeeping, property management needs, contractor management, and equipment operation. I  
17 also serve the duties as a corporate officer and shareholder, which also include business growth,  
18 tax and legal filings, and overall corporate decision making.

19           **Q.     Have you testified previously before the Missouri Public Service**

20 **Commission?**

21           A.     No.

1           **Q.     What is the purpose of your rebuttal testimony?**

2           A.     The purpose of my testimony is to provide background relating to Staff's  
3 investigation of and complaint against I-70 Mobile City, provide detail about I-70's operation,  
4 and the basis for I-70's position that the Commission lacks jurisdiction in this case. I will also  
5 respond to the claims made by Staff Witness Mr. Harris.

6           **II. About I-70 Mobile City, Generally**

7           **Q.     Explain the history of I-70 Mobile City?**

8           A.     I-70 Mobile City was built around 1970. In 1985, Harry and Lucille Edwards (my  
9 paternal grandmother) purchased I-70 Mobile City as a for profit business engaged in leasing  
10 land for mobile homes and trailers. I-70 Mobile City has been operating as a mobile home, RV,  
11 and rental lot community in the same location since 1985. In 2016, I-70 Mobile City, Inc.  
12 shareholders changed the board of directors for the business. I have served as the President and  
13 Treasurer since that time. My father, Dr. Dennis Filger, serves as Vice President and Secretary.

14           **Q.     Describe Dr. Filger's educational and work experience, as well as his duties**  
15 **with respect to I-70 Mobile City.**

16           Dr. Filger earned a Bachelor of Science degree in Chemistry from the University of  
17 Missouri – Rolla in 1970 and a Ph. D. in Organic Chemistry from the University of Missouri –  
18 Rolla in 1974. Over his 27-year industrial career, he worked all over the world in Product and  
19 Process Research and Development, manufacturing technical, product technical support, and  
20 Business Management for E.I. Du Pont de Nemours and Co. as well as Du Pont-Dow elastomers,  
21 Chemfab Corporation, and St. Gobain Corporation. One of his many experiences included  
22 technical support for plant water supply and deep-well wastewater injection facilities at the Du  
23 Pont plant in La Porte, Texas.

1           At I-70 Mobile City, Dr. Filger has primary responsibility for the Wastewater Treatment  
2 Facility and interactions with the Department of Natural Resource that regulate the facility under  
3 permit MO-0056111. As a shareholder and corporate officer and Vice-President, he was involved  
4 to some degree in everything from manual labor, phone coverage, marketing and advertising,  
5 email, computer and security IT, trouble shooting, working with contractors, tenants and new  
6 tenant prospects, general counseling, and finance and corporate decisions.

7           **Q.     Generally explain I-70 Mobile City’s current business.**

8           A.     On the property owned by I-70 Mobile City, there are rental areas for parking  
9 spaces for removable items with wheels, like cars, motorcycles, utility trailers, RVs, mobile  
10 homes, tiny homes, boats, etc. There are approximately 141 rental areas in I-70 Mobile City. I-70  
11 Mobile City is a private property belonging to I-70 Mobile City Inc., subject to the leasehold  
12 interests of tenants.

13           In April 2023, there were approximately 85 total rentals. Approximately 58 tenants were  
14 receiving sewer and water, with approximately 26 tenants not receiving sewer or water. At the  
15 time, approximately 55 lots were occupied by mobile homes, 21 were occupied by RVs, 1 was  
16 occupied by a tiny home, and there were approximately seven lots rented for storage/parking. *See*  
17 Exhibit A (examples of Lease Agreements without the provision of water or sewer).

### 18 **III. I-70 Experience with the Commission**

19           **Q.     In the almost 40 years I-70 has been operating, has I-70 ever been the subject**  
20 **of a Commission investigation or complaint?**

21           A.     To my knowledge and based upon corporate records, not until this matter. I-70  
22 had never even been contacted by the Commission until April 2021.

23           **Q.     Has I-70 ever been the subject of any complaints made to any other federal**  
24 **agencies (e.g., HUD) or any other state agencies (e.g., the Attorney General’s Office)?**

1           A.     Not to my knowledge and there is no record of any complaint in the corporate  
2 records.

3           **Q.     Describe your first interaction with the Public Service Commission?**

4           A.     In April 2021, I was first contacted via phone by someone who stated they were  
5 Andrew Harris, an engineer for the Commission, but his identity could not be confirmed at that  
6 time, especially since his incoming number was not a “573” area code. Mr. Harris sent me an  
7 email on April 6, 2021 to confirm his title and to ask additional questions. I responded to Mr.  
8 Harris and believed I had answered his questions. On June 28, 2021, I received an email from  
9 Mr. Mark Johnson of Commission, with attachments of a letter and questionnaire. In Mr.  
10 Johnson’s letter I was told “To avoid a formal process, and the additional time and cost  
11 associated, please complete and return the enclosed questionnaire, making sure to include any  
12 supporting documentation, by July 28, 2021.” On July 9, 2021, while I was reaching out to an  
13 area attorney to address Mr. Johnson’s letter, someone at the Commission called my personal  
14 home number, not our business office number (call came from 573-751-7162,) but did not leave  
15 a message. At some point, I came to learn that a disgruntled tenant had made a complaint to the  
16 Commission.

17           **Q.     Do you have any understanding why the tenant was making such complaint?**

18           Initially, I was not certain that this was related to a complaint from our disgruntled tenant.  
19 At first, I was only told the Commission was requesting information on our water system. Mr.  
20 Johnson’s email stated that “The sale of water service MAY make I-70 Mobile City Inc., a water  
21 corporation.” Due to the recent threatening tenant behavior, I assumed she probably called them  
22 to complain. I assumed this as well because Bates City Water also called me because the tenant  
23 had called them to complain.

24           In March 2021, the tenant in question had her water shut off due to the failure of her hot  
25 water tank. Thankfully, we monitor individual lot water usage through meter reads. We had been

1 warning her about the increasing usage suggesting a leak inside her home. Even after the  
2 extensive leak was found, throughout the weekend of March 27, 2021, the water was turned on  
3 and off, admittedly by the tenant, despite our instructions not to do so. This unauthorized  
4 operation broke the water line approximately four feet down at the tree joint, on the tenant side.  
5 See Exhibit B (\$1,400 repair invoice). Due to the nature of the repair, requiring outside expert  
6 equipment and assistance, I needed to call a vendor the next Monday and this caused the tenants  
7 to become irate. Due to the tenants' aggressive communications and actions, I was advised by  
8 our landlord-tenant attorney to file a police report, which I did. I believe the complaint filed by  
9 the tenant was a retaliatory action because she wanted her water turned back on immediately and  
10 I was not able to make that happen due to the issues surrounding the repair.

11 **Q. Did the Commission resolve the complaint?**

12 A. My understanding, based on Commission emails provided in response to Data  
13 Requests, was that the Commission Staff investigated the Complaint and determined the claims  
14 made by the tenant were false. The Commission determined the amount she was claiming she  
15 owed monthly was actually for multiple months and that she had had a leak. Exhibit C.

16 **Q. Was that not the end of the investigation?**

17 A. To my surprise, no.

18 **Q. What did the Staff do next?**

19 A. The Staff nevertheless decided to "investigate" I-70. The Staff then sent me a  
20 WSS Questionnaire. Having never been regulated or even communicated with the Commission  
21 before, I sought the advice of counsel to prepare responses to the questionnaire. I-70 voluntarily  
22 responded to the Questionnaire in an attempt to assist and accommodate the Commission Staff.  
23 With the Questionnaire, I-70 also voluntarily provided to Staff:

- 24 • Copies of water bills and payments, and payment ledger to Bates City;  
25 • Water for the park's service for June 2020 to June 2021;

- 1 • Sample forms of communications to tenants for their utility service;
- 2 • Excel Billing Histories for June 2020 to September 2020;
- 3 • Ledgers of tenant payments from June 2020 to September 2020;
- 4 • Software ledger from billing program for October 2020 to June 2021; and
- 5 • A summary of I-70 Mobile City billing and payment of water vs. tenant utility
- 6 services from May 5, 2020 to June 5, 2021.

7 **Q. What happened next?**

8 A. In September of 2021, an attorney for the Staff contacted my counsel, requesting a  
9 scheduled discussion “regarding next steps.” Our counsel and the Staff attorney were unable to  
10 secure a time that worked for both attorneys’ schedules. My understanding is there was then  
11 turnover amongst the Commission Staff. When months went by with no further contact from  
12 Staff, I thought the responses to questionnaire had satisfied Staff’s concerns. Still, I had my  
13 counsel reach out to Staff in December 2021 in attempt to “close” the matter. Staff then indicated  
14 it had additional questions. I-70 voluntarily answered additional questions via email and  
15 participated in a follow up zoom-meeting to answer questions.

16 **Q. Did that resolve the matter?**

17 A. No. In April 2022 (a year after I was first contacted by Staff), Staff filed a formal  
18 complaint against I-70 Mobile City.

19 **Q. What was your reaction to the filing of the complaint?**

20 A. I was honestly surprised. I had spent hours researching the issues and pouring  
21 over Commission records. Based on that research, I believed at the time, and still believe today,  
22 that I-70 Mobile City is not subject to Commission jurisdiction.

23 **Q. What basis do you have for that belief?**

1           A.       While I am not a lawyer, and I do not purport to be, I don't understand how the  
2 facts relative to I-70 are any different than the facts that were present in the *Aspen Woods* case.<sup>1</sup>  
3 The complaint against Aspen Woods Apartment Associates, LLC is nearly identical to the  
4 complaint in this case. Exhibit D. The Commission Staff claimed the apartment owners, who  
5 divided utility bills and costs among tenants, met the statutory definition of a water corporation,  
6 sewer corporation, public utility. Exhibit E. Aspen Woods argued the Commission lacked  
7 jurisdiction because Aspen Woods did not indiscriminately dedicate their property for the  
8 provisions of utility service to the general public.

9           The Commission issued an Order Staying the Complaint and Opening Workshop, stat-  
10 ing:

11           The issues involved in this matter involve a complex interplay between the statutes and  
12 regulations governing public utilities, consumer protection, and contract law. Any ulti-  
13 mate decisions regarding the interpretation and application of law and policy in this mat-  
14 ter will have a major affect on Missouri citizens receiving utility service in landlord ten-  
15 ant relationships. Consequently, the Commission will stay this action and open a work-  
16 shop to allow all stakeholders the opportunity to accurately delineate the full reach of the  
17 Commission's jurisdiction and what appropriate regulations and mechanisms are required  
18 to ensure safe and adequate utility services are being provided to this segment of Mis-  
19 souri ratepayers at just and reasonable rates.  
20

21 Exhibit E. The Commission did open a workshop. Exhibit F. Nine months later, the Commission  
22 issued an "Order Closing Investigation and Workshops," explaining:

23           The Commission has since had further time to evaluate the reasons that prompted the in-  
24 vestigation and has concluded that there is no reason to further explore those issues. The  
25 Commission's jurisdiction and its duties are defined in the pertinent chapters of the Mis-  
26 souri Revised Statutes. There is no action the Commission could take to alter the extent  
27 of its jurisdiction or statutory duties.  
28  
29

30 Exhibit G. Following that order, the Commission issued an order in the underlying complaint  
31 case explaining, "Staff[']s] Complaint against Aspen Woods...is dismissed for lack of jurisdic-  
32 tion." Exhibit H.

33           Having reviewed the filings, orders and transcripts in the docket, I believe this Complaint

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<sup>1</sup> *Commission Staff v. Aspen Woods Apartment Associates, LLC, et al.*, Case No. WC-2010-0227.



1 should meet the same result. Whether it's rented apartments, rented mobile homes or RVs, or just  
2 rented parking spots, I don't see a difference except in our case the homes actually have wheels  
3 and can be moved. I honestly believed once the Staff reviewed my responses to the question-  
4 naire, they would reach the same conclusion.

5 **Q. Did Staff's Complaint a single allegation about the condition or quality of**  
6 **equipment used or about the safety or quality of the water and/or sewer service at I-70?**

7 A. No.

8 **Q. What did I-70 Mobile City do next?**

9 A. Pursuant to Commission rule, I-70 requested mediation, which the Commission  
10 Staff refused. The Commission ordered that the case proceed.

11 **Q. Do you know Staff's response to the Commission order?**

12 A. Yes. Upon learning that mediation was off the table, and the Commission had  
13 ordered I-70 to file a response to the complaint, Commission Staff emailed each other "Let's get  
14 this party started." Exhibit I.

15 **Q. What was your reaction to learning of that communication?**

16 A. I was certainly disappointed. As a small business owner, I don't consider litigation  
17 or interactions with the regulatory bodies "a party." The burden this case has put on my business  
18 and my family has caused me to question whether I want to be in business in Missouri at all.  
19 Ultimately, it's the relationship I have with my tenants, knowing many of them would struggle to  
20 find other available accommodations, that keeps me going.

21 While I-70 Mobile City is a for profit corporation, we are also a small mom and pop  
22 (actually father-daughter) family business who takes great pride in the essential housing service  
23 we provide, especially to lower income individuals. As a licensed social worker, I am well aware  
24 of the detrimental impact that unaffordable housing has on a community. When housing expenses  
25 are high, individuals make choices like light bills over medication or rent over food. I have  
26 personally bought and delivered groceries for some of my tenants, when I knew they were

1 struggling to even make one meal a day. I have waived late fees, and allowed tenants to pay a  
2 month's rent over several months so they could pay other bills or get a needed medical test. I  
3 have had tenants tell me they appreciate all that we do for them, as other companies don't care. I  
4 have personally sacrificed my health, my time, my income, and my goals for the purpose of  
5 improving the I-70 Mobile City community. I have fought back the need to raise our rent to  
6 competitive rates so that our tenants could continue to afford to rent from us. This was especially  
7 true during the Covid shutdowns when many counties in the State of Missouri enforced an  
8 unconstitutional order by the CDC for the moratorium on evictions, leaving Landlords footing  
9 the bill, while ruining the credit of uninformed renters. The State of Missouri has a larger  
10 housing problem to solve, and communities like I-70 Mobile City provide unappreciated respite  
11 for that problem when governmental programs like Section 8 fall short due to long unrealistic  
12 waiting lists. Our community is able to keep our rental rates low, through sacrifice but also by  
13 keeping our other expenses low, through hard work, and the encouragement of personal  
14 responsibility.

15 As the National Low Income Housing Coalition has explained: "Across Missouri, there is  
16 a shortage of rental homes affordable and available to extremely low-income households (ELI),  
17 whose incomes are at or below the poverty guideline or 30% of their area median income (AMI).  
18 Many of these households are severely cost burdened, spending more than half of their income  
19 on housing. Severely cost burdened poor households are more likely than other renters to  
20 sacrifice other necessities like healthy food and healthcare to pay the rent, and to experience  
21 unstable housing situations like evictions.

#### 22 **IV. I-70 Mobile City Operations**

23 **Q. How does a tenant come to reside at I-70 Mobile City?**

1           A.       Generally, an interested person talks to us in person, calls our main phone line,  
2 emails us, and/or contacts via social media. This person typically offers up more information  
3 about their current housing situation and requests if we have any open rental spots. If we have  
4 any available spots to rent, we will ask preliminary questions to assure that we understand what  
5 they are wanting and then provide information to them so they understand more about our  
6 community, including our different rental options, services, and payment requirements. If the  
7 prospect meets our preliminary criteria for a tenant, we will provide them with a link to complete  
8 an online rental application. Once the application is completed, I run both criminal background  
9 and credit checks on every adult that will be in the home or on our property as a matter of the  
10 rental lease contract. If the application showed no concerns, the prospect must next provide proof  
11 of income, pet records, title information/insurance documents for their home, motor vehicles,  
12 trailers, etc. If all of the documents are provided, the previously discussed lease agreement is  
13 presented for signature, concurrently with the demand for a security deposit payment. If water  
14 and sewer service is offered for the rental agreement, a separate private water/sewer contract is  
15 provided for signature. Once all paperwork is completed, the now tenant schedules a day and  
16 time with us to move on to their rented lot.

17           **Q.       What kinds of leases are available?**

18           A.       There are a number of leases/contracts options: Mobile Home lease agreement  
19 (with or without utilities), RV lease agreement (with or without utilities), Parking Spot Rental  
20 Agreement, Storage Contract, Short-Term (Per Night/Boondocking Agreement), RV Short-Term  
21 (Per Week) Agreement, RV Short-Term (Per Night) Agreement, RV Potable & Wastewater  
22 Storage Tanks Agreement, and RV Unit Water Utility Service Contract.

23           **Q.       Is anyone eligible to lease at I-70 Mobile City?**

24           A.       No. Tenants must meet certain eligibility criteria, which includes management  
25 approval, length of stay, vehicle storage tank capabilities, and available rental space. Also, all

1 tenants must enter into a lease contract in a form approved by or acceptable to I-70 Mobile City  
2 where the tenant agrees to the terms and conditions of leasing a lot from I-70 Mobile City.

3 **Q. Do you offer everyone who inquires a lease or are some people turned away?**

4 A. Unfortunately, we do have to turn many people away. We have declined tenancy  
5 for approximately 30 prospects, since 2020, who went as far as completing an online application.  
6 We have turned away more, who, as a result of information learned during the application  
7 process, did not pass the initial screening to even be offered the application, including various  
8 reasons, of which a tenancy in our community would not be permissible, useful, or possible. In  
9 addition to eligibility criteria outlined above, prospects personal property “homes” must pass our  
10 appearance and mechanical reliability “test” before we would consider allowing it to park in our  
11 community. The homes themselves have to be suitable for our land and the safety of our other  
12 tenants. The prospects must also fill out an application and proceed through the application  
13 process which includes providing required household documentation and passing a  
14 background/credit check.

15 **Q. Does I-70 provide water or sewer service to the public?**

16 A. No.

17 Q. What is your basis for that response?

18 A. I-70 does not offer service to the general public, the only service offered is to  
19 those tenants who request service, who can maintain the service properly and can go through the  
20 process noted above and ultimately sign a lease. At no time does I-70 advertise, market, hold-out,  
21 or in any other manner offer water or sewer service to the general public.

22 **Q. How would you describe the offering of water or sewer service at I-70 Mobile**  
23 **City?**

24 A. It’s incidental to the business itself – which is operating a mobile home and RV  
25 community, as our rental offerings are the essential service we provide. In addition, it’s optional.

1 In our community, you can rent from us and not need or require the water or sewer service. Many  
2 of our tenants have an easy capability of living fully contained in their own home through  
3 potable and portable tanks. Importantly, a renter certainly cannot receive water and sewer service  
4 without a land rental contract, but our tenants can have a land rental contract without water and  
5 sewer service. We do not offer or supply water to every renter in our community.

6 **Q. Are all tenants offered water and sewer service? Why or why not?**

7 A. No. Again, some homes do not meet the criteria or standards for service. Some  
8 tenants have other means of water or sewer service. Other tenants do not need or do not request  
9 service. The provision of water and sewer service is optional, depending on the circumstances.  
10 For example, as of April 1, 2023, I-70 had a total of approximately 85 tenants, 26 of which were  
11 not receiving water or sewer service.

12 **Q. Has I-70 ever refused to provide water or sewer to certain tenants?**

13 A. Yes. The home or RV itself must meet certain criteria and standards for proper  
14 operation, repair, and maintenance. For example, homes seeking water and/or sewer service must  
15 have a proper working heat tape (or properly heated hose if RV), with fully intact water lines (no  
16 leaks), consistent oversight for needed repairs, proper heating in cold weather, and anything else  
17 that may cause a disruption or damage to the home or existing utility lines. Specifically for sewer  
18 service, homes need properly connected and functional wastewater lines or sewer lines that do  
19 not leak, come apart, or discharge onto the rented land. These policies are in place to protect not  
20 only the natural water resources but also the personal property of I-70 and its tenants, the land  
21 itself, and to ensure the safety of neighboring tenants.

22 **Q. Do all tenants receiving water or sewer service receive the same pursuant to a**  
23 **signed contract?**

24 A. Yes. Service is only provided pursuant to a signed contract.

25 **Q. How is the water at I-70 Mobile City supplied?**

1           A.     Water is paid through the Town of Bates City, Missouri. Bates City Water  
2 Company sends I-70 an invoice monthly based on water usage. Bates City Water Company  
3 obtains the water from Public Water Supply District No. 1, and then allocates an amount to serve  
4 I-70 Mobile City pursuant to an agreement.

5           **Q.     How is the sewer at I-70 Mobile City supplied?**

6           A.     Sewer services for I-70 Mobile City are provided through a 2-cell lagoon system  
7 which is permitted and regulated by the Missouri Department of Natural Resources. *See*  
8 Schedule AH-d5 (attached to Harris Direct). The lagoon was designed to serve 1,000 people and  
9 is currently serving under 100. The lagoon was designed for flow of 100,000 gallons a day, but  
10 actual flow is less than 12,000 gallons per day.

11          **Q.     How is I-70 reimbursed by tenants for the provision of water and/or sewer**  
12 **service?**

13          A.     In some of its leases with its tenants at I-70 Mobile City, I-70 makes contractual  
14 arrangements for tenants to reimburse I-70 for the tenants' share of I-70's water and wastewater  
15 service bills. In the leases that include water and/or sewer service, tenants agree to contractual  
16 arrangements to reimburse I-70 for their metered service on their rented lot. I-70 allocates the  
17 costs for water and sewer service to the individual tenants pursuant to the contractual  
18 arrangements. Individually allocated amounts for water and sewer service are collected by I-70  
19 Mobile City.

20          **Q.     Does the money paid by tenants cover I-70's costs of providing water and**  
21 **sewer service?**

22          A.     No. I-70's costs related to the provision of water and sewer service far exceeds the  
23 amount reimbursed from tenants, when taking into account both fixed and unexpected costs.

24 Exhibit J.

1 **V. Mobile Home and RV Communities in Missouri, Generally**

2 **Q. Do you know how many similar communities there are in Missouri?**

3 A. I've seen differing numbers. According to the Missouri Manufactured Housing  
4 Association ([www.mmha.net](http://www.mmha.net)), there are more than sixty "communities" of manufactured homes  
5 in Missouri. According to Mobile Home Village Park Store, there are more than 900 mobile  
6 home communities and 450 RV communities in Missouri. *See* [www.mobilehomeparkstore.com](http://www.mobilehomeparkstore.com).

7 **Q. Do you know how many of those hundreds of communities are regulated by**  
8 **the Missouri Public Service Commission?**

9 A. I'm only aware of one mobile home community in Missouri that the Commission  
10 regulates: Seges Mobile Home Park. My understanding is the business voluntarily applied for  
11 and obtained certificates of convenience and necessity in Missouri. *See* Case Nos. SM-2018-  
12 0017 and WM-2018-0018.

13 **Q. Is the Missouri Public Service Commission seeking to regulate any of the**  
14 **other hundreds of mobile home or RV parks in Missouri?**

15 A. Commission Staff indicated as of March 24, 2023, there were no other active  
16 complaints other than against I-70 Mobile City. *See* Exhibit K.

17 **Q. Why does it matter if the Commission is not seeking to regulate all mobile**  
18 **home or RV parks in Missouri?**

19 A. It is unfair for I-70 to be the only mobile home community subjected to a  
20 complaint case when its competitors are not. If the Commission does determine it has  
21 jurisdiction to proceed, it is charged with setting just and reasonable rates. Inherent in doing so is  
22 the notion of fairness. I-70 believes, as did the entities involved in *Aspen Woods*, that the fairer  
23 way to proceed if the Commission decides to regulate an entirely new industry, would be a  
24 rulemaking proceeding. Currently, in a complaint proceeding directed at a single business, I-70 is

1 the only mobile home community bearing the brunt of this very important issue. Some mobile  
2 home communities have capitulated when previously faced with a complaint – likely because it’s  
3 easier and cheaper than bearing the cost alone. Here, a rulemaking proceeding or working docket  
4 would provide a fair and level playing field – it would ensure all similarly situated businesses are  
5 being treated fairly and equally, provide an opportunity for all stakeholders to be heard, and  
6 allow the Commission to determine important questions such as: how big is this issue, how many  
7 people would be affected, and how should it be regulated? Whatever the outcome of this case – it  
8 should be implemented on an industry basis and consistently across all similarly situated mobile  
9 home communities – a working docket is a better forum for such resolution. It appears that this is  
10 the reason the Commission opened its working docket after the *Aspen Woods* case and ultimately  
11 dismissed the complaint in *Aspen Woods*.<sup>2</sup>

12 **Q. The Staff has relied on *Hurricane Deck*<sup>3</sup> in its pleadings to argue that the**  
13 **Commission has jurisdiction over I-70 – are there factual differences between *Hurricane***  
14 ***Deck* and I-70?**

15 A. Yes, at the very least, *Hurricane Deck* involved a traditional residential  
16 development.

17 **Q. Is there something different about traditional residential developments and**  
18 **rental units (apartments or mobile homes or RVs)?**

19 A. Yes. The basis for Commission jurisdiction is the existence of a monopoly.  
20 Typically, traditional homeowners have no alternative for service – therefore regulation is needed  
21 to protect the consumer. Unlike a traditional residential development where a monopoly exists,  
22 rental markets are very different. Tenants are much more free to simply move. There exists

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<sup>2</sup> *Aspen Woods*, Case No. WC-2010-0227.

<sup>3</sup> *Missouri Pub. Serv. Comm'n v. Hurricane Deck Holding Co.*, 302 S.W.3d 786 (Mo. App. W.D. 2010).



1 significant competition in the rental housing market. Unlike in a traditional residential  
2 development, I-70 tenants have lots of alternatives – they can certainly move to other mobile  
3 home communities or rental properties. They also have the option of living fully contained in  
4 their own home, through potable and portable tanks. In this way consumers themselves have the  
5 ability to protect themselves, and the market provides some inherent protections. In addition,  
6 consumers are protected by consumer protection statutes (Chapter 407) and by Missouri’s  
7 landlord-tenant laws (Chapter 441).

8 **Q. Did Hurricane Deck involve mobile home communities?**

9 A. No.

10 **Q. Did Hurricane Deck involve rentals of any kind or landlord/tenant**  
11 **relationships at all?**

12 A. No. Further, Hurricane Deck was willing to serve the public, the service was not  
13 subject to any lease or private contract, and Hurricane Deck essentially enjoyed a monopoly.

14 **Q. Why are businesses like yours important for Missouri?**

15 A. Mobile Home and RV communities are some of the most affordable places to live.  
16 We always say, “You can’t live anywhere else cheaper.” These kinds of communities provide  
17 people with a way to be homeowners and self-sufficient in a world that is becoming more and  
18 more dependent on assistance programs. These communities provide people with a way to own a  
19 home and include the unique ability to also move their home if they so choose. When they do  
20 move it, the next community has a plot of land that is already piped, leveled, and ready for their  
21 arrival, avoiding expensive permits, inspections and other code requirements found in land  
22 development. Also, renters in MHP are only subject to personal property taxes and avoid the  
23 other real estate taxes required. The assessor’s office is typically very reasonable on assessed  
24 value of personal property, especially on older homes. These communities take people out of the  
25 apartment market and allow them to invest their income into something of value. These

1 communities give families the opportunities to have a private fenced in yard, garden, and pets  
2 that may otherwise not be allowed in other rental housing options. Some brick-and-mortar  
3 homeowners sell those homes and choose the mobile home lifestyle due to the freedom it allows  
4 for saving more of their income and ability to move a home to a new location. Specifically in our  
5 area of Missouri, the population is growing out of the city and moving closer and closer to our  
6 community. We are seeing an increased need for housing for mobile contractors, like electricians,  
7 plumbers and the like who need a month-to-month rental spot while they complete a temporary  
8 job (for example, for a large building project in the area). MHPs also provide a sense of  
9 community that you do not find in many large apartment complexes. These special communities  
10 have survived a long time through the diligence of property owners and loyal renters. Missouri  
11 should support the creation, protection and betterment of these communities for the state as a  
12 whole. Subjecting the entire industry to regulation, to which it has never been subjected to  
13 before, furthers the affordable housing issues Missouri and local communities are currently  
14 facing and is contrary to public policy.

## 15 **VI. Further Response to Mr. Harris**

16 **Q. Mr. Harris emphasizes that the site inspection was “limited,” do you agree?**

17 A. No. Multiple members of the PSC staff arrived on March 8, 2023 to conduct the  
18 full inspection as ordered by this Commission. Staff also demanded two Lafayette County  
19 Sheriff’s deputies shadow the inspection. I-70 cooperated fully in the inspection and allowed  
20 Staff representatives access to all facilities except inside the fence of the sewage lagoon, as such  
21 access is prohibited under the express terms of I-70’s operating permit issued by DNR.

22 **Q. Do you agree with Mr. Harris’s allegation that I-70 is operating a water and**  
23 **sewer corporation? Why?**

1           A.     No. The Commission appears to have examined five factors in *Aspen Woods* when  
2 it ultimately dismissed the Staff's complaint for lack of jurisdiction. The first three are from the  
3 *Danciger* case<sup>4</sup>: (1) whether the entity holds out as ready and willing to serve the public; (2)  
4 whether the entity has eminent domain power; and (3) whether the entity is entering into special  
5 contracts on its own terms. Just like in *Aspen Woods*, for I-70 those answers are no, no, and yes.  
6 The fourth factor was applied in both *Danciger* and *WATS*<sup>5</sup> – whether sale of water or sewer  
7 service is only incident to the company's business. Here, and in *Aspen Woods*, the answer is yes.  
8 Finally, from the *Laclede*<sup>6</sup> case and from *Hurricane Deck* – is the entity a natural monopoly? As  
9 described herein – competition in the rental market is high. Again, these five factors appear to  
10 have led to the dismissal of the *Aspen Woods* case, and the facts in this case all point in the same  
11 direction.

12           **Q.     Does this conclude your rebuttal testimony?**

13           A.     Yes.

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<sup>4</sup> *State ex rel. M.O. Danciger & Co. v. Pub. Serv. Comm'n*, 275 Mo. 483, 205 S.W. 36 (1918).

<sup>5</sup> *WATS Resale by Hotels, et al.*, Case Nos. TO-84-222, *et al.*, 29 Mo. P.S.C. (N.S.) 535.

<sup>6</sup> *Davis v. Laclede Gas Co.*, 603 S.W.2d 554 (Mo. banc 1980).



  
\_\_\_\_\_  
JENNIFER HUNT

Sworn to and subscribed before me this 25 day of October 2023.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9/13/2027

