

GREGORY D. WILLIAMS
ATTORNEY AT LAW
HIGHWAY 5 AT 5-33
P. O. BOX 431
SUNRISE BEACH, MO 65079

573 / 374-8761

FAX 573 / 374-4432

October 15, 2002

Hon. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Attn: Filing Desk

Re: Staff v. Osage Water Company
WC-2003-0134

FILED³

OCT 17 2002

Missouri Public
Service Commission

Dear Sirs:

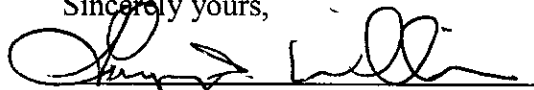
Please find enclosed for filing in the above referenced matter the original and 8 copies of the following pleadings:

1. Answer to Complaint.
2. Motion to Strike Expedited Evidentiary Hearing.

An additional copy of each pleading is also enclosed to be stamped "filed" and returned to me in the enclosed envelop.

If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely yours,


Gregory D. Williams

cc: Dana K. Joyce
John Coffman

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED³
OCT 17 2002

The Staff of the Missouri Public Service
Commission,

Complainant,

vs.

Osage Water Company,

Respondent.

Missouri Public
Service Commission

Case NO. WC-2003-0134

ANSWER TO COMPLAINT

COMES NOW Osage Water Company, Respondent, and for its Answer to the Complaint filed herein states to the Commission as follows:

1. Respondent admits the allegations of Paragraph 1 of the Complaint.
2. Respondent states that Missouri Law fails to define the term "Principals" as used in Paragraph 2 of the Complaint, and therefore denies the allegations as to the "principals of the company" as set forth in said Paragraph 2. Respondent admits that Gregory D. Williams and William P. Mitchell own common stock of the company, and that said common stock is voting stock. Respondent admits that Gregory D. Williams and Debra J. Williams have resigned as directors and officers of the company. Respondent admits that Debra J. Williams does not own stock in the company. Respondent admits the allegations in Paragraph 2 pertaining to David Hancock. Respondent denies the allegations pertaining to Hurricane Deck Holding Company contained in Paragraph 2. Respondent denies each and every other allegation contained in Paragraph 2 of the Complaint.
3. Respondent admits that the minutes of the Company's January 8, 2002 board of director's meeting appointed William P. Mitchell as president of the company, and Debra J. Williams as secretary of the company. Respondent admits that the 2001 annual report

filed with the Missouri Secretary State states as alleged in Paragraph 3, but denies that said annual report establishes as a matter of law the identities of the officers and directors of the corporation. Respondent states further that the belief of the Staff and the reason for such belief are irrelevant to any material issue in this case. Respondent denies each and every other allegation contained in Paragraph 3 of the Complaint.

4. Respondent admits the contents of its 2001 annual report filed with the Missouri Secretary of State, and denies each and every other allegation contained in Paragraph 4 of the Complaint. Respondent denies that said annual report establishes as a matter of law the identities of the officers and directors of the corporation. . Respondent states further that the belief of the Staff and the reason for such belief are irrelevant to any material issue in this case. Respondent denies each and every other allegation contained in Paragraph 4 of the Complaint.
5. Respondent admits the allegations of Paragraph 5 of the Complaint.
6. Respondent admits that William P. Mitchell is the sole officer and director of the company at this time, and that as such he is vested with the authority to control the business and affairs of the company. Respondent states that applicable Missouri Law does not define or establish a “principal” with respect to a corporation, and therefore denies the allegations of Paragraph 6 concerning the principals of the company. Respondent denies that the company has been abandoned by its shareholders, officers, or directors. Respondent denies each and every other allegation contained in Paragraph 6 of the Complaint.
7. Respondent states that Paragraph 7 of the Complaint contains a statement of law, not of fact, and that no response thereto is required of Respondent.

8. Respondent denies the allegations of Paragraph 8 of the Complaint. Respondent affirmatively states that all of its customers are receiving safe and adequate service. Respondent admits that it is unable to pay all of its obligations as they come due, but denies that the same constitutes the abandonment of the company by its owners. Respondent denies that it has no legal authority to take any action other than to liquidate its assets, and affirmatively states that as an administratively dissolved corporation Respondent is authorized for a period of two years it is authorized to take such actions as are necessary to wind up its affairs, including, the collections of its assets and claims, payment of its obligations, and, if its administrative dissolution is not rescinded within said period, to liquidate its assets and distribute the surplus, if any, to its shareholders. Respondent denies that its owners, officers, directors, and other agents have abandoned the Company.
9. Respondent admits that in August 2002 that its water well facility in its Osage Beach South Service Area experienced a mechanical failure, including an electrical fire in the control panel for the well pump. Respondent admits that it obtained emergency temporary service from the City of Osage Beach after all other alternatives for the provisions of emergency service were found to be unavailable. Respondent specifically denies that it took no action to repair the damaged facilities or to permanently restore water service, and affirmatively states that Respondent hired electrical contractors, well pump contractors, well drilling companies, and others experienced in the repair and replacement of well pumps and control panels in order to investigate the cause of the mechanical failure and the electrical fire in order to restore the water well into operating condition in as expeditious a manner as was economically feasible. Respondent denies

that its officers ever stated an unwillingness to make needed repairs, and affirmatively states that its officers were willing to undertake such repairs, and made extraordinary efforts to have such repairs performed. Respondent admits that its officers, directors, and shareholders were unwilling to personally pay for or personally guarantee payment of the cost of the repairs needed to said water well, and that Respondent was unable to locate any other person willing to pay for or personally guarantee payment of said costs.

Respondent denies that it was unwilling to continue the emergency supply agreement with the City, and affirmatively states that the City refused to extend said agreement beyond the initial ten day period. Respondent admits that service was interrupted for three days, but denies that Respondent abandoned the system or its customers during said period of interruption, and affirmatively states that Respondent and its officers diligently continued efforts to repair the damaged water system and to negotiate another agreement with the City of Osage Beach. Respondent admits that the Commission authorized its General Counsel to seek injunctive relief, but denies that said authorization in any way aided, encouraged, assisted, or frightened the officers of the company into restoring temporary emergency service by the City of Osage Beach. Respondent admits that service was restored after its insurer accepted responsibility for payment of the cost of repairs and emergency temporary service in accordance with the terms of the Company's insurance policy. Respondent denies each and every other allegation contained in Paragraph 9 of the Complaint.

10. Respondent admits that it received a certificate of authority from the Commission in Case No. WA-99-437, and denies each and every other allegation contained in Paragraph 10 of the Complaint. Respondent affirmatively states that one of the alternatives for a water

supply that was presented to the Commission was a well to be constructed in Golden Glade Subdivision, and that said well has been constructed, and that said well is the property of Gregory D. Williams and Debra J. Williams, and that the Respondent does not own said water well. Respondent affirmatively states that the water system within Eagle Woods is interconnected with the water system within Golden Glade, and that Respondent presently has a MDNR approved source from which to supply water service to Eagle Woods. Respondent admits that it does not have a permanent agreement to continue to interconnect the Eagle Woods water distribution system with the Golden Glade distribution system. Respondent further states that it has executed a permanent agreement for said supply, but that said agreement has not been approved to date by the Commission, and that said approval is pending in Case WA-2002-65 before the Commission.

11. Respondent admits that construction has been ongoing with respect to an expansion of its Cimarron Bay water and sewer facilities to provide service to the Harbour Bay Condominium Project. Respondent denies that it in any manner acted improperly with respect to the disruption of water service, admits that a formal complaint proceedings was commenced by the Staff with respect to said disruption, and affirmatively states that said formal complaint proceeding was settled by mediation on terms agreeable to Respondent and to the Staff. Respondent denies that the water system expansion to serve Harbour Bay is incomplete, and affirmatively states that said expansion is completed and fully operational and capable of providing safe and adequate service to the Company's water customers in its Cimarron Bay Service Area. Respondent admits that the sewer system expansion is not complete, and that some components thereof require additional work to

be fully operational. Respondent affirmatively states that the wastewater treatment plant is fully operational and capable of providing safe and adequate service to the Company's sewer customers in its Cimarron Bay service area.

12. Respondent denies the allegations of Paragraph 12 of the Complaint. Respondent affirmatively states that the discharge line from the Cimarron Bay Treatment Plant was restored to good working condition more than 9 months ago, and that the Company settled with the affected homeowner and paid for the damaged trees as shown by Exhibit A attached hereto. The Company admits that it has charged connection fees in accordance with its tariffs on file with this Commission, and affirmatively states that Martin Hummel of the Staff has improperly and wrongfully directed customers of the Company not to pay said connection fees, as shown by Exhibit B attached hereto. Respondent affirmatively states that Dale Johansen of the Commission's Staff testified in Case WA-2002-65 that he and other members of Staff under his supervision are biased against Respondent and its principals.
13. Respondent admits that it has executed promissory notes as described in Paragraph 13 of the Complaint in order to secure legal, operation, and management services required to provide water and sewer services to its Customers and to protect the Company's assets. Respondent admits that it executed future advance deeds of trust to secure payment of said notes. Respondent admits that it has the use of water wells, water lines, collection sewers, and sewage treatment facilities for which it has not paid and which it does not own. Respondent denies each and every other allegation contained in Paragraph 13 of the Complaint. Respondent affirmatively states that the actions described in Paragraph

13 of the Complaint were in the best interests of the company, its shareholders, and its customers.

14. Respondent admits that it has had difficulty and has been delinquent in filing its annual reports, and admits that it has made installment payments as authorized by the Commission on its annual assessments. Respondent admits that it in the past provided service outside of its authorized service areas, but denies that it now provides such service, and affirmatively states that it has fully complied with the Commission's Order in Case No. WR-2000-557. Respondent denies each and every other allegation contained in Paragraph 14 of the Complaint.

15. Respondent admits that it has received various notices of violation from MDNR, but denies that the same constitute any indication of abandonment by the Company, nor do the same indicate a failure to provide safe and adequate service. Rather, said notices of violation pertain almost exclusively to construction related issues. Respondent affirmatively states that said notices of violation have been resolved by the Company as and when the issues to which they pertain arose. Respondent admits that it has received customer complaints, and that less than twenty (20) customers testified at a local public hearing in Respondent's most recent rate case that they were dissatisfied with various aspects of service by the Company. Respondent affirmatively states that it has resolved numerous customer complaints and has established procedures for investigation and resolution of customer complaints. Respondent denies each and every other allegation contained in Paragraph 15 of the Complaint.

16. Respondent denies the allegations of Paragraph 16 of the Complaint.

17. Respondent admits that it is unable to pay its bills as they come due, as the revenue derived from its water and sewer operations is insufficient to pay the reasonable and necessary operating expenses associated with providing service to its customers, and is insufficient to provide a return on investment to shareholders, lenders, or others who have supplied capital to the Company. Respondent denies that the total amount of its liabilities exceeds its rate base, and affirmatively states that this Commission has never made a determination as to the Company's rate base. Respondent denies each and every other allegation contained in Paragraph 17 of the Complaint. Respondent affirmatively states that it requires rate relief in order to recover the expenses it is incurring in providing water and sewer service to customers and to provide a return on its capital utilized to provide said services.
18. Respondent admits that it is unable to pay its debts as they become due, and affirmatively states that it requires rate relief in order to recover the expenses it is incurring in providing water and sewer service to customers and to provide a return on its capital utilized to provide said services. Respondent states that pleadings filed in another case regarding another company are irrelevant to any issue in this proceeding, and that no answer is required of this Respondent with respect thereto. Respondent denies each and every other allegation contained in Paragraph 18 of the Complaint.
19. Respondent states that testimony rendered in another proceeding to which Respondent is not a party is irrelevant to any issue in this proceeding, and that no answer is required of Respondent with respect thereto. Respondent denies that any individual is required under applicable Missouri Law to borrow money in order to advance the same to Respondent for payment of its debts, or to guarantee the repayment of the indebtedness of Respondent

for that or any other purpose. Respondent denies each and every other allegation contained in Paragraph 19 of the Complaint.

20. Respondent admits that it has made no payments to date toward its Fiscal Year 2003 annual assessments. Respondent affirmatively states that it paid its 1999, 2000, and 2001 assessments within the twelve calendar months immediately preceding the filing of Staff's Complaint, and that doing so has impaired its ability to pay other obligations of the Company. Respondent affirmatively states that it requires rate relief in order to recover the expenses it is incurring in providing water and sewer service to customers and to provide a return on its capital utilized to provide said services.

21. Respondent denies that it implemented the rate increase authorized in Case No. WR-200-557 before the tariffs were approved, and affirmatively states that it fully complied with the directions of the Commission's Secretary in filing said tariffs and received a return copy stamped "filed" from the Commission's Secretary prior to implementing said rate increase. The Company further affirmatively states that it has fully complied with the Commission's order directing that it refund to customers sums which the Commission ordered to be refunded, even though such compliance resulted in the Company incurring a net operating loss for a period of three months and prevented the company from paying any other obligations of the Company. Respondent affirmatively states that as a result thereof, Respondent requires rate relief in order to recover the expenses it is incurring in providing water and sewer service to customers and to provide a return on its capital utilized to provide said services.

22. Respondent admits that it is administratively dissolved, but denies that said administrative dissolution is a result of the Company's failure to file its annual

registration report on April 15, 2002. Respondent denies each and every other allegation contained in Paragraph 22 of the Complaint.

23. Respondent states that Paragraph 23 of the Complaint makes an allegation of law, not fact, and that no response thereto is required of Respondent. Respondent affirmatively states that Paragraph 23 mis-states Missouri Law with respect to administratively dissolved corporations. Respondent affirmatively states that it has attempted to file its 2002 Annual Registration Report, and a copy thereof is attached hereto as Exhibit C.
24. Respondent admits that its officers and directors are unwilling to operate the company in an individual capacity, but denies that said officers and directors have any legal duty or obligation to do so. Respondent denies each and every other allegation contained in Paragraph 24 of the Complaint.
25. Respondent denies the allegations of Paragraph 25 of the Complaint.
26. Respondent admit the allegations of Paragraph 26 of the Complaint, but affirmatively states that applicable Missouri Law does not require that the president of a corporation actively participate in the day to day operations of a corporation.
27. Respondent admits that William P. Mitchell is the president and director of Osage Water Company and is authorized to execute documents on its behalf, and affirmatively states that Mr. Mitchell is actively carrying out his duties and obligations with respect to the Company as described in Paragraph 27 of the Complaint. Respondent denies each and every other allegation contained in Paragraph 27 of the Complaint.
28. Respondent admits the allegations of Paragraph 28 of the Complaint, but affirmatively states that said allegations establish that the Company has been abandoned by its owners or has failed to provide safe and adequate service to its customers. Rather, determination

of the officers and directors as to which lawsuits to prosecute or defend, and which not to prosecute or defend, rests within the sole discretion of the officer(s) and director(s) of the Company.

29. Respondent denies that William P. Mitchell has abandoned the Company, and affirmatively states that the allegations of the Complaint clearly establish that Mr. Mitchell is currently actively involved in the Company's business. Respondent denies each and every other allegation contained in Paragraph 29 of the Complaint.
30. Respondent admits that Gregory D. Williams has been a shareholder of the Company since 1992, and was trustee of a voting trust established by some of the Company's shareholders from 1996 until 2001, and that he served as an officer and director from 1992 until 2001, and as a director until September 3, 2002. Respondent admits that Gregory D. Williams has provided legal services to the Company on various matters since 1992, but affirmatively states that the Company has hired numerous other attorneys for various legal matters both before and after 1992. Respondent denies that Gregory D. Williams has been the Staff's principal contact at the Company for the preceding 10 years, except with respect to legal matters pending before this Commission. Respondent denies each and every other allegation contained in Paragraph 30 of the Complaint.
31. Respondent admits that Gregory D. Williams has resigned as a director of the corporation, and has tendered his resignation as registered agent of the corporation. Respondent denies that the resignation of Gregory D. Williams as a director of the corporation constitutes an intention to abandon the Company. Respondent denies each and every other allegation contained in Paragraph 31 of the Complaint.

32. Respondent denies the allegations of Paragraph 32 of the Complaint. This Commission held in Case WA-2002-65 as follows:

“Osage Water is not a party to this case and it is not in competition with Environmental Utilities. They will serve adjoining subdivision and will not compete for customers.” Report and Order in WA-2002-65, Page 25.

Respondent denies that Environmental Utilities is a competing utility or that the formation thereof establishes intent of its shareholders to abandon Respondent.

33. Respondent admits that it has not sought to provide water service to Golden Glade Subdivision, and that it does not desire to provide such service. Respondent denies that any other allegation contained in Paragraph 33 of the Complaint is even remotely relevant to whether Respondent has failed to provide safe and adequate service or whether Respondent has been abandoned by its owners, and therefore denies each and every other allegation contained in Paragraph 33 of the Complaint.

34. Respondent states that testimony presented in a proceeding to which it was not a party is not relevant as to any issue herein, and therefore denies each and every allegation contained in Paragraph 34 of the Complaint.

35. Respondent admits that it has executed a deed of trust in order to secure its obligation to pay attorney's fees which it has incurred, and that the holder thereof has attempted to foreclose said deed of trust because Respondent is unable to make payment with respect to said obligation. Respondent denies each and every other allegation contained in Paragraph 35 of the Complaint. Respondent further affirmatively states that the possible foreclosure of Respondent's assets was discussed with the Commission's Staff prior to commencement of foreclosure proceedings, and the Commission's Staff was provided with copies of all foreclosure documents prior to initiation of foreclosure proceedings,

and that the Commission's Staff indicated a willingness to cooperate with said foreclosure prior to commencement thereof. See Exhibit D attached hereto.

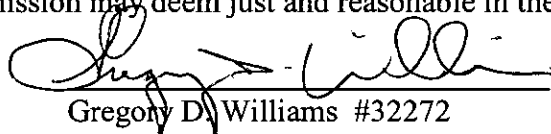
36. Respondent denies the allegations of Paragraph 36 of the Complaint.
37. Respondent denies the allegations of Paragraph 37 of the Complaint, and would direct the Commission's attention to the fact that a corporation is a separate legal person from its officers, directors, and shareholders, and should always be referred to as a "third person."
38. Respondent admits that it has entered into a management agreement with Environmental Utilities, LLC, and that Debra J. Williams is the manager of Environmental Utilities, LLC, and is handling the day to day business of Osage Water Company in that capacity. Respondent affirmatively states that from its inception in 1987 until July 7, 2001 the day to day business of Osage Water Company was handled under a management agreement with Water Laboratory Company, and that the existence of such a management agreement does not provide any evidence of abandonment of the company by its owners. Respondent denies each and every other allegation of Paragraph 38 of the Complaint.
39. Respondent admits that Debra J. Williams executed a water supply agreement on behalf of Environmental Utilities, LLC, and that William P. Mitchell executed said agreement on behalf of Osage Water Company. Respondent denies each and every other allegation contained in Paragraph 39 of the Complaint.
40. Respondent denies the allegations of Paragraph 40 of the Complaint.
41. Respondent denies the allegations of Paragraph 41 of the Complaint, and affirmatively states that Respondent is providing safe and adequate service to its customers, and that its remaining officer and director, William P. Mitchell, is active in the management of the corporation and has made contractual arrangements sufficient to provide for its day to

day business operations. Respondent further affirmatively states that applicable Missouri Law does not provide for the attachment in receivership of assets not owned by a public utility company.

42. Respondent denies the allegations of Paragraph 42 of the Complaint. Respondent states that the appointment of a receiver to liquidate the assets of the company is not necessary, as Respondent is legally authorized and capable of liquidating its own assets. Respondent further states that insufficient information is provided from which the Commission could determine that the proposed receivership is economically feasible and would not result in excessive operating expenses and liquidation costs.
43. Respondent states that Paragraph 43 of the complaint contains an allegation of law, not fact, to which no response is required.
44. Respondent denies the allegations of Paragraph 44 of the Complaint, and affirmatively states that control of the Company should never be removed from its owners.
45. Respondent admits that its assets could be liquidated, but denies that it is necessary or appropriate to appoint a receiver to undertake such liquidation, as the Respondent has the legal authority to liquidate its assets on its own behalf. Respondent further affirmatively states that it is an inappropriate intrusion into the business affairs of the Company for the Commission's Staff to discuss the potential sale of the Company's assets with any other person, and is evidence of the bias of the Commission's Staff against the Respondent and its principals.
46. Respondent denies the allegations of Paragraph 46 of the Complaint.
47. Respondent states that Paragraph 47 of the Complaint makes a statement of law, not of fact, and that no response thereto is required of Respondent.

48. Respondent denies the allegations of Paragraph 48, and affirmatively states that Respondent has made contractual arrangements for the continued provision of water and sewer service to its Customers.
49. Respondent denies the allegations of Paragraph 49, and affirmatively states that the proposed appropriation and liquidation of the Company's assets is an extreme remedy which should only be undertaken after a fully and complete hearing by the Commission where due process and ample opportunity to be heard is provided to the Respondent.
50. Respondent denies the allegations of Paragraph 50 of the Complaint and affirmatively states that the Staff is simply attempting to "railroad" the Company out of business.
51. Respondent admits the allegations of Paragraph 51 of the Complaint.
52. Respondent states that the allegations of Paragraph 52 of the Complaint do not require a response of this Respondent.

WHEREFORE, having fully answered, Respondent prays for an Order of this Commission dismissing the Complaint herein, awarding Respondent recovery of its attorney's fees herein incurred, establishing an investigation into the practices of the Staff in directing customers of Respondent not to pay lawful charges of the Company set out in the Company's tariff, and ordering the commencement of a rate case under the supervision of senior level members of the Commission's Staff not associated with the Water and Sewer Department, and for such other and further relief as the Commission may deem just and reasonable in the premises.

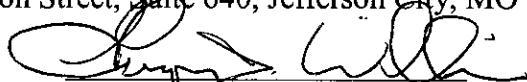


Gregory D. Williams #32272
Highway 5 at Lake Road 5-33
P.O. Box 431
Sunrise Beach, MO 65079
(573) 374-8761

CERTIFICATE OF SERVICE

I, Gregory D. Williams, do hereby certify that a true copy of the foregoing was on this 16 day of October, 2002, mailed, postage prepaid, to the following:

Dana K. Joyce, P.O. Box 360, 200 Madison Street, Suite 800, Jefferson City, MO 65102; John B. Coffman, P.O. Box 7800, 200 Madison Street, Suite 640, Jefferson City, MO 65102.


Gregory D. Williams

OSAGE WATER COMPANY

3480

Reinhardt Bergmann

Check Number: 3480
Check Date: Jun 5, 2002

Check Amount: \$543.27
Discount Taken Amount Paid

Item to be Paid - Description

release - tree settlement

543.27

OSAGE WATER COMPANY
P.O. BOX 650
SUNRISE BEACH, MO 65079
(573) 374-9019

CENTRAL BANK OF LAKE OF THE OZARKS
P.O. BOX 207
OSAGE BEACH, MO 65065
80-907/815

3480

Jun 5, 2002
DATE

*****\$543.27

AMOUNT

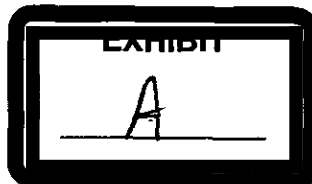
Memo: tree damages
PAY Five Hundred Forty-Three and 27/100 Dollars

TO THE ORDER OF: Reinhardt Bergmann

Debra J. Williams
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK. B

⑈003480⑈ ⑆081509070⑆ ⑈00 934 3⑈



October 12, 2001

OSage Water Co.
Sunrise Beach, MO 65079

Attn: Debra Williams

I am very upset about my recent Water & Sewer Bill. This \$300 charge was never disclosed to me. Martin Hummel of the Public Service Commission has advised me not to pay this and according to him this matter is not settled.

I enclosed my check for the regular monthly charges of \$52.84

Very truly yours
Juan Wilson

JUAN WILSON
4048





From the desk of Bill Brown

10-17-01

Sage Water Co:

Per Mr. Hummel with
PSC, we are paying
water/sewer bill only.
not connection charges.

Also, if our Condo is
on sewer, why is there
a strong septic/sewer
odor? Please check
this out.

4066

Mr. Brown
Hartman Bay - C-204

Rec'd 10-17-01

I have spoken with
Martin Hummel at the
PSC in Jefferson City. He
advised me not to pay
the \$300⁰⁰ fee at this
time. I understand that
this fee is presently in
dispute. I will await to hear
what is resolved regarding
this dispute. Thank you,

C303 Harbor
Bay
Sunrise Beach

Melody Satson
acct # 4058

Osage Water Company
 P. O. Box 650
 Hwy 5 @ Lk. Rd. 5-33
 Sunrise Beach MO 65079

4066

Billy & Geraldine Brown
 HCR 77, Box 290-C204
 Sunrise Beach MO 65079-

4066

PREVIOUS	BILL DATE	DESCRIPTION OF CHARGES	AMOUNT DUE
0	11/01/01	WATER	16.36
CURRENT	DUE DATE	SEWER	26.03
0	11/22/01		
USAGE	LAST YEAR	PREVIOUS BALANCE/CREDIT	300.00
0	0		
READ DATE	AVG DAILY USE	TOTAL DUE BY 11/22/01	342.39
			# 42.39

per FSC 11/01 "don't pay this charge."

1098

REMITTANCE COPY - RETURN WITH PAYMENT

OWC Complaint Form

ComplaintNumber	28
Subdivision	Cedar Glenn
AccountNumber	6234
Name	Dampier, Paula
Phone	(417) 426-5715
Complaint Date	9/12/2001
Complaint Category	Connection Fees
Complaint	

9/12/01 Paula called and talked with fn - very upset about \$100 hood-up fees for water and \$100 for sewer.

Ms. Dampier asked if there was someone else she could complain to and DJW told her she was welcome to contact the Public Service Commission but that they would tell her the same thing.

9/21/01 Paula called and talked with fn stating that she had talked with Association and they said they had called PSC and was told that OWC should not have billed for those charges.

Action Taken

9/12/01 DJW talked with Ms. Dampier and explained the costs. She also faxed our tariff sheets to Ms. Dampier.

9/14/01 FN gave her Jim Russo's "Hotline" number to call.

Follow Up Required?

Date to Follow Up

Jack Williams - Cedar Glen resident

\$200 fee.

LTR PSC - stating - not proper charge.

Oct - Martin Hummel -

disputing
\$200 new connection fee -
paid - wants refund

I assured him we had
spent more than \$200 connecting
him & if Commission ordered
refund we would.

Osage Water Company

PO Box 650 - Sunrise Beach MO 65079

Acct # 6291 Name: John & Judy Cochrane

Due Date: 08-22-02 - Amount Due: \$372.28

\$6.50 late penalty added on 08-23-02
Please return this stub with your payment

WATER/SEWER BILL			Stamp
Bill Date	Due Date	Account #	
08-01-02	08-22-02	6291	
Previous	Current	Usage	Read Date
0	0		
Water			16.36
Sewer			28.03
Annual Primacy Fee			2.00
PREVIOUS BALANCE			327.89
Total Due by 08-22-02			372.28

Unit 749

I DO NOT ANTICIPATE LATE CHARGE THE

21.39 paid previous

CC# 2404

50.89

John & Judy Cochrane
340 Rachaels Trail
St. Peters, MO 63376-

I have been instructed by 163376/public service Commission to not pay the \$300.00

October 8, 2002

Mr. Matt Blunt
Office of Secretary of State
Corporation Division
Post Office Box 778
Jefferson City, Missouri 65102

Re: Administrative Dissolution – Osage Water Company
00306945

Dear Sirs:


It has been brought to my attention that the above referenced corporation, of which I am the president, has been administratively dissolved by your office effective September 4, 2002 for failure to file its 2002 annual registration report. I must protest this action by your office.

On February 19, 2002, your office issued an administrative dissolution of Osage Water Company, based upon a report you received from the Missouri Department of Revenue asserting that the corporation had failed to file its franchise tax report with the Missouri Department of Revenue for the year 2000. The 2002 annual registration report was due to be filed with your office on April 15, 2002, at which time the corporation was already administratively dissolved. Subsequently on or about April 27, 2002, your office rescinded the administrative dissolution which was issued on February 19, 2002, but that rescission was only brought to my attention after September 4, 2002 when your office issued an administrative dissolution for the corporation for failure to file the annual report that was due to be filed when you had already erroneously dissolved the corporation.

Enclosed is the completed 2002 annual registration report, together with a check in the sum of \$90 for the filing fee. While I realize that the report is untimely, I would request that your office rescind the administrative dissolution issued September 4, 2002 and accept this annual report due to the confusion caused by the administrative dissolution of February 19, 2002 and the rescission thereof on April 27, 2002. Quite frankly, I don't understand what all of this is about, but I do know that the corporation needs to file the annual report, and that it needs the most recent administrative dissolution rescinded.

I appreciate your time and attention to this matter.





William P. Mitchell, President
Osage Water Company

MATT BLUNT, Secretary Of State
2002 ANNUAL REGISTRATION REPORT
(Business)

CHECK #: _____

AMOUNT: _____

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE.

THIS REPORT IS DUE BY: 04/15/02

00306945
 OSAGE WATER COMPANY

OUR RECORDS SHOW YOUR FISCAL TAX YEAR AS:	
BEG. MONTH	END MONTH
01/01	12/31
1 INDICATE IF YOUR FISCAL TAX YEAR HAS CHANGED:	
BEG. MONTH	END MONTH

% GREGORY D. WILLIAMS
 HWY 5 AT LAKE RD 5-33, PO 431
 SUNRISE BEACH MO 65079

IMPORTANT NOTE: TO CHANGE REGISTERED AGENT OR OFFICE SHOWN DIRECTLY ABOVE, REQUEST FORM #59 FROM THE SECRETARY OF STATE. CHANGES MADE TO THIS FORM ARE NOT EFFECTIVE TO CHANGE THE REGISTERED AGENT OR OFFICE.

2	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS:	<u> Hwy 5 at Lake Rd 5-33 </u>
		<u> Sunrise Beach, Mo 65079 </u>

3	NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) OF OFFICERS: (MUST HAVE A PRESIDENT AND A SECRETARY; WILL ASSUME PRESIDENT IS ALSO SECRETARY, IF SECRETARY IS NOT LISTED.)	NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) OF BOARD OF DIRECTORS. (MUST HAVE ONE DIRECTOR. IF NOT LISTED, WILL ASSUME DIRECTORS ARE THE SAME AS OFFICERS.)
	PRES <u>William Patterson Mitchell</u>	NAME <u>William Patterson Mitchell</u>
	STREET/RT <u>Hwy 5 at Route Y</u>	STREET/RT <u>Hwy 5 at Route Y</u>
	CITY/STATE/ZIP <u>King Creek, Mo 65052</u>	CITY/STATE/ZIP <u>King Creek, Mo 65052</u>
	V-PRES	NAME <u>Gregory D. Williams</u>
	STREET/RT	STREET/RT <u>Hwy 5 at Lake Road 5-33</u>
CITY/STATE/ZIP	CITY/STATE/ZIP <u>Sunrise Beach, Mo 65079</u>	
SECY <u>Debra J. Williams</u>	NAME <u>Debra J. Williams</u>	
STREET/RT <u>Hwy 5 at Lake Road 5-33</u>	STREET/RT <u>Hwy 5 at Lake Rd 5-33</u>	
CITY/STATE/ZIP <u>Sunrise Beach, Mo 65079</u>	CITY/STATE/ZIP <u>Sunrise Beach, Mo 65079</u>	
TREAS	NAME	
STREET/RT	STREET/RT	
CITY/STATE/ZIP	CITY/STATE/ZIP	

ATTACH NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS

4	The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo 1986
	OFFICER SIGN HERE >>> <u>[Signature]</u>

Original signature of officer listed above required. Photocopy or stamped signature not acceptable.

5	ATTACHED IS THE REGISTRATION FEE OF:	00306945
	<input type="checkbox"/> \$45.00 If filed on or before due date	01 0923987
	<input type="checkbox"/> \$60.00 If within 30 days after due date	AG 0416001
	<input type="checkbox"/> \$75.00 If within 60 days after due date	DF 0904002
	<input checked="" type="checkbox"/> \$90.00 If within 90 days after due date	
Corporation will be administratively dissolved if report is not filed.		



CORPORATE E-MAIL ADDRESS (optional) _____

**COMPLETE THE BOXES OR FORM WILL BE RETURNED
 RETURN AND MAKE CHECK PAYABLE TO SECRETARY OF STATE**

Gregory D. Williams

From: Gregory D. Williams [gregw@laurie.net]
Sent: Wednesday, August 14, 2002 4:02 PM
To: Dale Johansen (djohanse@mail.state.mo.us); Keith Krueger (kkruereg01@mail.state.mo.us); 'Ruth O'Neill'
Subject: Application to PSC to Approve Foreclosure.doc



Application to PSC
to Approve ...

Date –

Attached is a draft of a possible Application to bring before the Commission approval of the transfer of the assets of OWC by foreclosure, with the anticipated successful bidder being Environmental Utilities. I am copying Keith Krueger and Ruth O'Neill for their input and comment as well.

As we discussed, in light of the recent MDNR/AGO lawsuit against OWC for activities of Pat Mitchell in Sedalia unrelated to the legitimate business of OWC, it is probably past time to close out OWC and put its problems behind all of us so that we can focus on systems that work and resolving problems with them and providing safe and adequate service to customers.

Obviously this isn't the type of transaction that any of us have any experience with, so any comments, suggestions, or ideas would be welcome.

GDW



Gregory D. Williams

From: Gregory D. Williams [gregw@laurie.net]
Sent: Thursday, August 15, 2002 2:28 PM
To: 'O'Neill, Ruth'
Cc: 'Dale Johansen'; Keith Krueger (kkrueg01@mail.state.mo.us)
Subject: RE: Application to PSC to Approve Foreclosure.doc



Assignment of Note & DOT.doc (...
Future Advance Note & Deed of ...
Ruth -

Attached are the Microsoft Word files from which the original documents were printed. If you need the executed copies, I can fax them to you.

GDW

