

GREGORY D. WILLIAMS
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October 3, 2000

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 of the Missouri Public Service Commission v. Osage Water Company
WC-2001-195

Dear Judge Roberts:

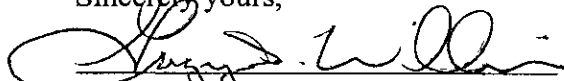
Please find enclosed for filing in the above referenced matter the original and 9 copies of the following:

1. Answer to Complaint.
2. Request for Mediation.
3. Notice of Satisfaction of Complaint.

An additional copy of each pleading is 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: William P. Mitchell
Cliff Snodgrass, MPSC
OPC

FILED²
OCT 12 2000
Missouri Public
Service Commission

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

**Staff of the Missouri Public Service
Commission,**

Complainant,

vs.

Osage Water Company,

Respondent.

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Case No. WC-2001-195

FILED²

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**Missouri Public
Service Commission**

ANSWER TO COMPLAINT

COMES NOW Osage Water Company ("OWC") and for it's Answer to the Complaint
herein states:

1. OWC admits the allegations of Paragraph One of the Complaint.
2. OWC admits the allegations of Paragraph Two of the Complaint.
3. OWC admits the allegations of Paragraph Three of the Complaint.
4. OWC admits the allegations of Paragraph Four of the Complaint.
5. OWC admits that on Monday, July 24, 2000 water distribution was disconnected from a water main located in OWC's Cimarron Bay Service Area in order to protect the water system serving customers in that area from damage due to an unauthorized, improper and unsafe service connection installed by the developer of Harbour Bay Condominium between said water main and Building C in said condominium development, after said developer refused to allow OWC to disconnect said service connection from OWC's water main. OWC admits that sixteen residential units in Building B in said condominium development were connected to said water main at the time water distribution was disconnected there from. OWC affirmatively states: that said service

connection was unsafe in that the same consisted of an unburied and unrestrained four-inch PVC pipe with glued joints laying on top of the ground between OWC's water main and said Building C and posed a substantial and severe risk of breakage and disruption of water service to OWC's entire Cimarron Bay Service Area; that OWC did not authorize or participate in the construction of said service connection; that OWC attempted to disconnect said service connection at Building C and was refused access to the premises by the owner and developer of Harbour Bay Condominium; that Rule 6 (b) in OWC's Water Tariff, Sheet No. 15, authorizes and requires that OWC "discontinue service where a customer's water service line may, in the opinion of the company, ... jeopardize the health and safety of other customers or the company's facilities"; in the opinion of OWC, the service connection to Building C jeopardized the health and safety of other customers and OWC's water facilities in the Cimarron Bay service area. OWC admits that water distribution to said water main was restored on July 25, 2000. OWC denies each and every other allegation contained in Paragraph 5 of the Complaint.

6. OWC admits that discontinuance of water distribution to said water main was done without notice to customers in Building B of Harbour Bay condominium. OWC denies that said discontinuance was based upon a "dispute that Osage had with the developer of an adjacent and separate condominium also located in 'Harbour Bay'." OWC affirmatively states that Rule 9 in OWC's Water Tariff, Sheet No. 21, authorizes OWC "to discontinue water in its mains at any time, without notice, for making emergency repairs to its water system."
7. OWC denies the allegations of Paragraph 7 of the Complaint.

8. OWC admits the allegations of Paragraph 8 of the Complaint, but denies that said statutes have any relevance to the actions of OWC described in the Complaint.
9. OWC admits the allegations of Paragraph 9 of the Complaint, but denies that said statute has any relevance to the actions of OWC described in the Complaint.

Count I

10. OWC admits that 4 CSR 240-13.050(5) provides as described in Paragraph 10 of Count I of the Complaint, but denies that OWC discontinued residential service to any customers at Harbour Bay. OWC affirmatively states that it is authorized both by its tariff and by applicable law to discontinue water distribution in its mains to protect the health and safety of its water system, and that no notice is required to affected customers under Rule 9(a). OWC affirmatively states that Count I of the Complaint fails to state a claim upon which relief may be granted by this Commission.

Count II

11. OWC denies the allegations of Paragraph 11 of the Complaint, and affirmatively states that OWC actions were authorized and proper under the terms of OWC's tariff. OWC affirmatively states that Count I of the Complaint fails to state a claim upon which relief may be granted by this Commission.

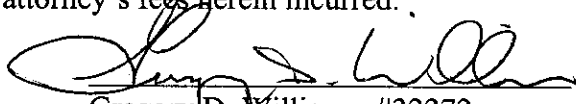
Count III

12. OWC denies the allegations of Paragraph 12 of the Complaint, except that OWC admits that no water service was provided during the time that water distribution in its main was discontinued. OWC affirmatively states that Count III of the Complaint fails to state a claim upon which relief may be granted by this Commission.

Count IV

13. OWC admits the statutory requirements described in Paragraph 13, but denies each and every other allegation contained therein. OWC affirmatively states that Count IV of the Complaint fails to state a claim upon which relief may be granted by this Commission.

WHEREFORE, having fully answered, OWC prays that the Commission enter its Order dismissing the Complaint filed herein by the Staff of the Missouri Public Service Commission, and for its costs and attorney's fees herein incurred.

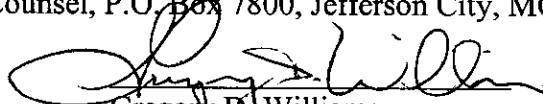


Gregory D. Williams #32272
Highway 5 at Lake Road 5-33
P.O. Box 431
Sunrise Beach, MO 65079
(573) 374-8761

CERTIFICATE OF SERVICE

I, Gregory D. Williams, do hereby certify that a true copy of the foregoing was on this 30 day of October, 2000, mailed, postage prepaid, to the following:

Cliff Snodgrass, Senior Counsel, Missouri Public Service Commission, P.O. Box 360, Jefferson City, MO 65102; Office of Public Counsel, P.O. Box 7800, Jefferson City, MO 65102.



Gregory D. Williams

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

OCT 12 2000

Missouri Public
Service Commission

Staff of the Missouri Public Service
Commission,)

Complainant,)

vs.)

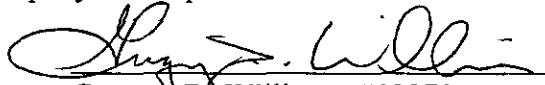
Osage Water Company,)

Respondent.)

Case No. WC-2001-195

REQUEST FOR MEDIATION

COMES NOW Osage Water Company and requests mediation of the Complaint herein.

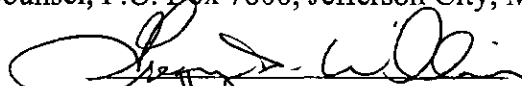


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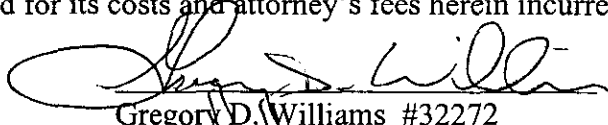
Missouri Public
Service Commission

Staff of the Missouri Public Service)
Commission,)
)
Complainant,)
)
vs.) Case No. WC-2001-195
)
Osage Water Company,)
)
Respondent.)

NOTICE OF SATISFACTION OF COMPLAINT

COMES NOW Osage Water Company and states that the nature of the complaint described in Staff's Complaint herein has been satisfied, in that as alleged in said complaint, water service to residential customers affected by OWC's discontinuance of water distribution through the water mains serving the Harbour Bay condominium project in OWC's Cimarron Bay Service Area was restored on or about 1:00 p.m. on July 25, 2000.

WHEREFORE, Osage Water Company prays for an Order of this Commission dismissing the Complaint herein, and for its costs and attorney's fees herein incurred.

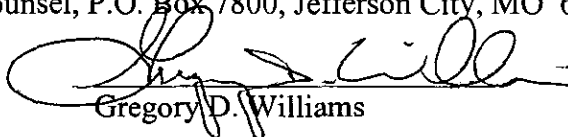


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