

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

The Staff of the Missouri Public Service)
Commission,)
)
Complainant,)
v.)
)
Hurricane Deck Holding Company,)
Chelsea Rose Land Owners Association,)
Inc., Gregory D. Williams, Debra J.)
Williams, and Charles H. Williams,)
)
Respondents.)

Case No. WC-2006-0303

**STAFF’S MOTION FOR SUMMARY DISPOSITION
PURSUANT TO COMMISSION RULE 4 C.S.R. 240-2.117**

COMES NOW the Staff of the Missouri Public Service Commission (Staff) and respectfully moves for summary disposition of the above-captioned case pursuant to Commission Rule 4 C.S.R. 240-2.117.

**STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF
STAFF’S MOTION FOR SUMMARY DISPOSITION**

COMES NOW the Staff of the Missouri Public Service Commission (Staff) and for its Statement of Undisputed Material Facts in Support of its Motion for Summary Disposition pursuant to 4 C.S.R. 240-2.117 respectfully states as follows:

1. Respondent Hurricane Deck Holding Company (HDHC) is a Missouri general business corporation in good standing, incorporated on June 6, 1988. Its principal place of business is located at P.O. Box 431, Sunrise Beach, MO 65079. (Answer, paragraph 3).

2. Respondent Chelsea Rose Landowner’s Association (CRLOA) is a Missouri non-profit corporation in good standing, incorporated on December 12, 2005. Its principal place of business is P.O. Box 431, Sunrise Beach, MO 65079. (Answer, paragraph 4).

3. Respondent Gregory D. Williams is the president, director, and registered agent of Respondent HDHC. (Answer, paragraph 5).

4. Respondent Gregory D. Williams is the incorporator of Respondent CRLOA. (Answer, paragraph 5).

5. Respondent Gregory D. Williams is listed as a member of the Board of Managers in Respondent CRLOA's Articles of Incorporation. (Articles of Incorporation of CRLOA, p. 2). Attached as Attachment A and incorporated herein by reference is a true and correct copy of Respondent CRLOA's Articles of Incorporation).

6. Respondent Gregory D. Williams is the registered agent of Respondent CRLOA. (Attachment A, p. 3).

7. Respondent Debra J. Williams is the Secretary of Respondent HDHC. (Answer, paragraph 6).

8. Respondent Debra J. Williams is listed as a member of the Board of Managers of Respondent CRLOA in the Association's Articles of Incorporation. (Attachment A, p. 3).

9. Respondent Debra J. Williams's address is listed on CRLOA's Articles of Incorporation as P.O. Box 431, Sunrise Beach, MO 65079. (Attachment A, p. 3).

10. Respondent Charles H. Williams is listed as one of the original members of the Board of Managers of Respondent CRLOA in the Association's Articles of Incorporation. (Attachment A, p. 3).

11. Respondent Charles H. Williams' address is listed in Respondent CRLOA's Articles of Incorporation as P.O. Box 431, Sunrise Beach, MO 65079. (Attachment A, p. 3).

12. Osage Water Company (OWC) is a general Missouri business corporation in good standing. Its registered agent is William P. Mitchell and its registered office is located at 328 Frontage Road, Osage Beach, MO 65065. (Answer, paragraph 8).

13. OWC has certificates of convenience and necessity issued by the Missouri Public Service Commission to provide water and sewer services in Camden County, Missouri. (Answer, paragraph 9).

14. OWC's Water and Sewer Tariffs include the Chelsea Rose Service area. Attached hereto as Attachment B and incorporated herein by reference are the relevant portions of OWC's tariffs.

15. On October 21, 2005, the Circuit Court of Camden County, Missouri, at the request of the Commission, appointed Gary V. Cover of Clinton, Missouri as receiver for OWC pursuant to Section 393.145 RSMo. (Answer, paragraph 11).

16. OWC and its officers, agents, representatives, and past contractual agent and representative Environmental Utilities were directed to cooperate with Mr. Cover and to transfer control of OWC to him and to deliver all records and assets to him. (Answer, paragraph 11).

17. On or about December 30, 2005, Respondent HDHC sent a letter headed "Water and Sewer Issues" to homeowners in the Chelsea Rose Service Area. (Answer, paragraph 18). Attached hereto as Attachment C and incorporated herein by reference is a true and correct copy of Respondent HDHC's letter of December 30, 2005.

18. Respondent HDHC's December 30, 2005 letter informed the homeowners in the Chelsea Rose Service Area that OWC had gone into receivership. The letter also claimed that HDHC's water and sewer facilities had never been transferred to OWC and that Articles of Incorporation had been filed for Respondent CRLOA. The letter stated an intention to transfer

Respondent HDHC's interest in the Chelsea Rose Service Area's water and sewer facilities to Respondent CRLOA. (Attachment C).

19. Respondent Debra J. Williams signed this letter on behalf of Respondent HDHC. (Attachment C, p. 2).

20. Included with the December 30, 2005 letter was a document entitled "HDHC Quarterly Water and Sewer Assessment." This assessment billed homeowners for water and sewer services for the period between September 22, 2005 and December 30, 2005. Each homeowner was billed \$52.48. Homeowners were directed to make the payments payable to HDHC. The total number of homeowners billed was thirty (30). Attached hereto as Attachment D and incorporated herein by reference is a true and correct copy of the HDHC Quarterly Water and Sewer Assessment.

21. No Respondent has a certificate of convenience and necessity authorizing provision of water and sewer services to the public. (Answer, paragraph 27).

22. No Respondent has a current permit from the Missouri Department of Natural Resources authorizing the operation of a sewer system in the Chelsea Rose Service Area. (Answer, paragraph 30).

23. In a letter dated January 20, 2006, Respondent Gregory D. Williams stated "[t]he water and sewer system serving the Chelsea Rose development is owned by Hurricane Deck Holding Company." Attached hereto as Exhibit E and incorporated herein by reference is a true and correct copy of the letter.

Respectfully submitted,

/s/ Peggy A. Whipple

Peggy A. Whipple
Missouri Bar No. 54758

/s/ Jennifer Heintz

Jennifer Heintz
Missouri Bar No. 57128

Attorneys for the Staff of the
Missouri Public Service Commission
PO Box 360
Jefferson City, MO 65102
(573) 526-6715 (Telephone)
(573) 751-9285 (Fax)
peggy.whipple@psc.mo.gov
jennifer.heintz@psc.mo.gov

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 11th day of July 2006.

/s/ Peggy A. Whipple

Peggy A. Whipple

**ARTICLES OF INCORPORATION
OF
CHELSEA ROSE LAND OWNERS ASSOCIATION, INC.**

(A Missouri Corporation Not for Profit)

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators in order to incorporate and establish a not for profit corporation pursuant to Chapter 355 RSMo., hereby adopt the following Articles of Incorporation:

ARTICLE ONE

Name

The name of the corporation is Chelsea Rose Land Owners Association, Inc.

ARTICLE TWO

Mutual Benefit Corporation

This corporation is a Mutual Benefit Corporation.

ARTICLE THREE

Duration

The duration of its corporation is perpetual.

ARTICLE FOUR

Purposes and Powers

The purposes for which the corporation is organized are as follows:

1. To govern the common property in the County of Camden, State of Missouri, known as Chelsea Rose Estates, Chelsea Rose Estates First Addition, Zane's Addition to Chelsea Rose Estates, Cinnamon Hollow Subdivision, Cinnamon Hollow Addition, Cinnamon Ridge Subdivision, and Cinnamon Ridge Addition as described more fully in the Declaration of Restrictions for Chelsea Rose Subdivision filed for record in Book 333 at Page 792 and the Amended and Restated Declaration of Restrictions for Chelsea Rose Estates recorded in Book 368 at Page 690 in Camden County, Missouri and subsequent amendments and annexations thereto.
2. To take and hold by purchase, gift, bequest, devise, lease or assignment, either absolutely or in trust for any of its purposes, any property, real, personal or mixed, without limitation as to amount or value thereof, and, with or without the owners thereof, to exercise and enjoy all of the rights, powers and privileges of ownership to the same extent as a natural person might or could; to operate, use, manage,

State of Missouri
Creation - Not Profit 4 Page(s)



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10530413834

improve, mortgage, pledge, lease, assign, sell, transfer, convey or otherwise dispose of any such property, real, personal or mixed; to invest and reinvest its funds, either principal or income, in any securities or property of whatsoever character deemed proper by its Board of Managers for such investment; and to employ, donate and expend the property and funds of the corporation for the purposes contained in this paragraph.

3. To make, enter into and perform contracts of every kind and description, necessary, advisable or expedient in carrying out the purpose of the corporation, with any person, firm, association, corporation, municipality, body politic, district, county, state or other governmental unit.

4. To act as Trustee or attorney in fact for lot unit owners whenever so designated or authorized to do so by such owners, without termination due to death or disability of such owners as provided in Chapter 448.1-101 clseq. RSMo. 1983.

5. To have one or more offices and to conduct and carry on any of its business at any place either within or without the State of Missouri, as may be determined by its Board of Managers.

6. In addition to the above, to do everything necessary, proper, advisable or convenient for the accomplishment of the purposes herein, and to do all other things incidental thereto, or connected therewith, which are not forbidden by Chapter 355 of the Missouri Not-For-Profit Corporation Code, by any other law, or these Articles of Incorporation, and to do so in any state, territory, district, possession, dependency, or other political subdivision of the United States of America, or in any foreign country to the extent that such purposes are not forbidden by such subdivision of the United States or such foreign country.

ARTICLE FIVE

Dissolution

In the event of dissolution and termination of the corporation's activities, its assets shall be liquidated and its debts paid in full; and, after it has fully complied with the applicable provisions of the Chapter 355 of the Missouri Not-For-Profit Corporation Code relating to dissolution, any remaining balance shall be distributed to the members.

ARTICLE SIX

Board of Managers

The management of the Corporation shall be vested in the Board of Managers and may be partially delegated by the Board of Managers to or among such committees as may be appointed by the Board of Managers from among its membership. The initial Board of Managers shall be established in Article VI infra until its successors are duly elected and qualified according to the By-Laws of the corporation. The initial board shall consist of two members. The number of managers thereafter shall be fixed by the By-Laws of the corporation and said Board of Managers shall be empowered to appoint a managing agent.

ARTICLE SEVEN

Initial Board of Managers

The names and addresses of the original Board of Managers shall be:

<u>NAME</u>	<u>Address</u>
Gregory D. Williams	P.O. Box 431, Sunrise Beach, MO 65079
Debra J. Williams	P.O. Box 431, Sunrise Beach, MO 65079
Charles H. Williams	P.O. Box 431, Sunrise Beach, MO 65079

ARTICLE EIGHT

Compensation of Managers

No manager or member of the Corporation shall receive any pecuniary profit from the Corporation or its operations, except reasonable compensation for services performed in effecting one or more of its purposes. Compensation may be set by the Board of Managers from time to time. No contract or other transaction between the corporation and any other person, firm, partnership, corporation, trust, joint venture, syndicate or other entity shall be in any way affected or invalidated solely by reason of the fact that any director, officer, or member of the corporation is pecuniarily or otherwise interested in, or is a manager, officer, shareholder, employee, fiduciary, or member of any such entity or solely by reason of the fact that any manager, officer, or member of the corporation is in any way interested in a contract or other transaction of the corporation.

ARTICLE NINE

Registered Office and Agent

The address of the initial registered office of the Corporation shall be Law Office Gregory D. Williams, Highway 5, P.O. Box 431, Sunrise Beach, Missouri, 65079 and the initial registered agent at that address shall be Gregory D. Williams.

ARTICLE TEN

Members

Membership in the Association shall be automatically awarded to each owner of an individual lot or tract in Chelsea Rose Estates, Chelsea Rose Estates First Addition, Zane's Addition to Chelsea Rose Estates, Cinnamon Hollow Subdivision, Cinnamon Hollow Addition, Cinnamon Ridge Subdivision, and Cinnamon Ridge Addition, or any subsequent developments annexed pursuant to the Amended and Restated Declaration of Restrictions for Chelsea Rose Estates recorded in Book 368 at Page 690 in Camden County, Missouri and voting of said members shall be regulated as provided for in the Declaration of Restrictions and the By-Laws.

ARTICLE ELEVEN

By-Laws

The corporation, through its Board of Managers, shall make, adopt and maintain such By-Laws as it shall deem proper for the management of the business and internal affairs of the corporation, and may alter and amend the By-Laws from time to time in accordance with the provisions thereof.

ARTICLE TWELVE

Incorporators

The name and address of each incorporator is:

NAME

ADDRESS

Gregory D. Williams

16537 N. State Highway 5, Sunrise Beach, MO 65079

ARTICLE THIRTEEN

Amendment of Articles

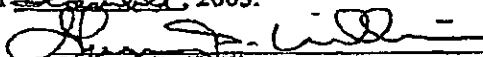
These Articles of Incorporation may be amended from time to time in the manner permitted by the laws of the State of Missouri then in effect. Provided, that prior to the relinquishment of Declarant's control as specified in the Declaration of Restrictions such amendment may not be made without the approval of the Developer, its successors, and assigns.

ARTICLE FOURTEEN

Effective Date

The effective date of this document is the date it is filed by the Secretary of State of Missouri.

IN WITNESS AND AFFIRMATION WHEREOF, we have hereunto set our hands and seals this 9 day of December, 2005.


Gregory D. Williams

RECEIVED

JAN 3 1989

MISSOURI
Public Service Commission

RECEIVED
DEC - 6 1988
OFFICE OF THE SECRETARY
PUBLIC SERVICE COMMISSION

TARIFF

for

Water Service

OSAGE WATER COMPANY

OSAGE BEACH, MISSOURI

William Mitchell
President
Osage Water Company
Rt. 1, Box 30
Osage Beach, MO 65065
314/348-1334

FILED

JAN 5 1989
89 - 73

Public Service Commission

Attachment B, p. 1

Osage Water Company For Camden County, Missouri

LEGAL DESCRIPTION OF WATER SERVICE AREAS**RECEIVED**

OCT 7 1994

MISSOURI

Public Service Commission

Osage Beach South *

All of the land lying within the municipal limits of the City of Osage Beach, Missouri on July 1, 1994 which is West of U.S. Highway 54, North of State Route KK, and West of the Grand Glaize Arm of the Lake of the Ozarks, being a part of Sections 2, 3, 4, 9, 10, 11, 15 and 16, all in Township 39 North, Range 16 West, Camden County, Missouri.

Osage Beach North

All that part of Section 1, Township 39 North, Range 16 West, lying South of a line parallel to and 200 feet North of Lake Road 54-24 and East of the Lake of the Ozarks, and All that part of Section 12, Township 39 North Range 16 West lying North and West of U.S. Highway 54 and East of the Lake of the Ozarks.

Sunrise Beach North

The Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 40 North, Range 17 West.

Sunrise Beach South

All that part of Section 3, Township 39 North, Range 17 West, lying East of a line parallel to and 200 feet West of the West Right-of-way line of Missouri State Highway No. 5, South of a line parallel to and 200 feet North of the North Right-of-way line of Lake Road 5-41, and North of a line parallel to and 200 feet South of the South Right-of-way line of State Route F.

Chelsea Rose

All that part of the Southeast Quarter of Section 13 lying Southeast of Crabtree Cove and Crabtree Hollow, and that part of the East Half of Section 24 lying North of Shepard Cove and the Lake of the Ozarks, Township 39 North, Range 17 West.

FILEDOCT 19 1994
94-132

MO. PUBLIC SERVICE COM.

* Indicates new text.

DATE OF ISSUE October 7, 1994DATE EFFECTIVE October 11, 1994

ISSUED BY:

William P. Mitchell, President

OCT 9 1994

P.O. Box 777, Camdenton, Missouri 65020

Attachment B, p. 2

SEWER TARIFF
FOR
OSAGE WATER COMPANY

LAKE OF THE OZARKS, MISSOURI

Gregory D. Williams
President
Osage Water Company
P.O. Box 431
Sunrise Beach, MO 65079
(573) 374-8761

Osage Water CompanyRULES GOVERNING RENDERING OF
SEWER SERVICE**Missouri Public
Service Commission**WRITTEN DESCRIPTION OF SERVICE AREAS

REC'D FEB 13 2000

The Service Area is that land in Camden County, Missouri, described as follows:

Chelsea Rose Service Area

All that part of the Southeast Quarter of Section 13 lying Southeast of Crabtree Cove and Crabtree Hollow, and that part of the East Half of Section 24 lying North of the Lake of the Ozarks and North of Shepherds Cove, all in Township 39 North, Range 17 West.

Cimmarron Bay Service Area

All of Lots 63 through 122, Shawnee Bend No. 5 Subdivision, located generally at the Southeastern End of the Shawnee Bend peninsula.

Cedar Glen Service Area

All that part of the following described property lying West of the Niangua Arm of the Lake of the Ozarks and South or East of U.S. Highway 54, to wit:

The West Half of the Northwest Quarter, and the North Half of the Northwest Quarter of the Southwest Quarter of Section 34, and the Northeast Quarter of the Northeast Quarter of Section 33, all in Township 38 North, Range 17 West, in Camden County, Missouri.

State Route KK Service Area *

Generall includes all of the Golden Glade development which is located in Section 6, Township 39 North, Range 16 West, and all of the Eagle Woods development which is located in Section 7, Township 39 North, Range 16 West, more specficially described as follows:

Beginning at the intersection of State Route KK and the East Section line of Section 7, Township 39 North, Range 16 West, thence North along said East Section line 750 feet, more or less, to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 7, Township 39 North, Range 16 West, thence West along the South line of the Northeast Quarter of the Northeast Quarter of Section 7 1320 feet, more or less, to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 7, thence North along the West line of the Northeast

* Indicates new rate or text

+ Indicates change

**Missouri Public
Service Commission**
00-268

FILED MAR 31 2000

DATE OF ISSUE February 11, 2000

DATE EFFECTIVE March 31, 2000

ISSUED BY: Gregory D. Williams, President, Highway 54 West, Osage Beach, Missouri

**HURRICANE DECK HOLDING COMPANY
P. O. BOX 431
SUNRISE BEACH, MO 65079**

PHONE 573/374-8761

FAX 573/374-4432

December 30, 2005

To Homeowners in

Chelsea Rose
Cinnamon Ridge
Cinnamon Hollow
Zane's Addition

RE: Water and Sewer Issues

Dear Homeowners:

Several years ago we entered into an agreement with Osage Water Company to provide operation and maintenance of the water and sewer systems we built for our subdivisions, as Greg and I did not wish to be in the utility business. When the president had insufficient funds to operate the company, he delivered the company records on our doorstep in July, 2001. Since that time I have been managing temporarily until the systems could be sold.

Although the company was under contract to be sold last spring, the Public Service Commission refused to allow the sale, and instead, on October 21 asked Camden County Circuit Court to allow them to appoint a "receiver" to seize and liquidate OWC's assets.

Fortunately, Hurricane Deck Holding Company never transferred ownership of its water and sewer systems to OWC. The receiver has elected not to enter into an agreement providing operation and maintenance to HDHC. We do not believe that OWC can be sold, or will ever be financially stable enough to manage these systems as long as the Missouri Public Service Commission is in control.

Therefore, we have determined the best course of action at this point is to turn the systems over to the homeowners. Articles of Incorporation have already been filed with the Secretary of State, and a copy is enclosed for your information. Also enclosed is an accounting for the past two (2) months which itemizes a portion of the actual costs for your systems for that period. I have divided the total amount spent by the number of customers (30) and am billing you for that amount, which is due on January 22.

In order to form the Homeowner's Association Board, three (3) people are required to serve. After the Board is elected, it can make decisions regarding establishing a reserve fund for future repairs. If you are interested in serving on this new Board, please indicate which position you would like -- President, Vice-President, or Secretary on your payment of your assessments.

The Water Company telephone line has been disconnected, and until the Board is elected you may call Jeff Smith directly at 216-1276 for service issues, or me at 216-2389 for billing matters. Thank you in advance for your patience and cooperation during this transition.

Sincerely,


Debra J. Williams
Secretary

Enclosures: Summary of partial actual expenses
Articles of Incorporation of Chelsea Rose Land Owners Association, Inc.

HDHC
QUARTERLY WATER & SEWER ASSESSMENT
September 22 - December 30

Co-Mo (electric bill)	\$534.60
Jeff Smith (Licensed operator)	\$900.00
McDuffy Lab (testing)	\$120.00
Sludge test	\$20.00

Total: \$1,574.60

Divided by 30 users

\$52.48 TO HDHC

Please send amount due by January 22, 2006 in the enclosed envelope

THE LAW OFFICE OF GREGORY D. WILLIAMS

HIGHWAY 5 AT LAKE ROAD 5-33
P.O. Box 431
SUNRISE BEACH, MO 65079

GREGORY D. WILLIAMS, ATTORNEY AT LAW
ANDREW W. RENKEN, ATTORNEY AT LAW

PHONE 573/374-8761
FAX 573/374-4432

January 20, 2006

Mr. Keith R. Krueger
Deputy General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Facsimile: 573-751-9285

Re: Your Correspondence of January 13 & January 19, 2006

Dear Mr. Krueger:

Please be advised that Environmental Utilities, LLC has promptly and fully responded to all requests by Mr. Cover for records and/or assets owned by or pertaining to Osage Water Company, to the extent of its ability to do so. Environmental Utilities has maintained records as to the information requested by and furnished to Mr. Cover. Your demands and threats to seek judicial remedies are without legal merit.

Please be further advised that Environmental Utilities operated certain assets of Osage Water Company under the terms of a written contract, which was terminated according to its terms for failure of Osage Water Company to comply with the requirements thereof, prior to the appointment of Mr. Cover. Environmental Utilities does not, did not, and never has had many of the records you have requested.

With respect to your specific requests:

- 1) The water and sewer system serving the Chelsea Rose development is owned by Hurricane Deck Holding Company. These systems have been the subject of a number of contracts between that corporation and Osage Water Company over the past decade, which allowed Osage Water Company to operate them, and, if certain payments and obligations were met, to acquire ownership of those assets. Osage Water Company did not make those payments or satisfy those obligations, and all of those contracts have been terminated.

Attachment E, p. 1

Environmental Utilities does not have the authority to transfer possession of those systems to Osage Water Company.

- 2) The KK Wastewater Treatment Facility is not owned by Osage Water Company. Pursuant to a signed Stipulation filed with the Circuit Court of Camden County with the Missouri Department of Natural Resources, that facility was leased to Osage Water Company for a term expiring on October 12, 2005. Mr. Cover has elected not to renew that lease agreement. Osage Water Company has no right to use, operate, or possess that facility. Environmental Utilities does not own the facility, and has no right to transfer possession thereof to Osage Water Company.
- 3) If Osage Water Company owns any accounts receivable, Environmental Utilities is not aware of the same, and has no records or schedules pertaining to the same. You should contact Mr. Mitchell as president of Osage Water Company to determine whether that corporation has any accounts receivable.
- 4) Environmental Utilities has records of the revenues it has received and the disbursements it has made with respect to its operation of the Osage Water Company assets, and has furnished your agency with complete copies of the same as your auditors have requested. Mr. Cover has also received these records, or so much thereof as he has requested. To the extent there are other records pertaining to actual revenues received and expenses incurred directly by Osage Water Company, you should contact Mr. Mitchell as the president of Osage Water Company.
- 5) Environmental Utilities does not, did not, and never has had any records pertaining to Osage Water Company's federal and state income tax returns. Mr. Mitchell has been furnished a general ledger regarding operations each year from which to prepare such returns. It is our understanding that he may have filed some federal and state returns during the period of contract operations by Environmental Utilities, but no copies thereof have ever been received by Environmental Utilities. You should contact Mr. Mitchell regarding this request.
- 6) As noted above, the Chelsea Rose systems are not the property of Osage Water Company, and, absent an agreement between the owner of those systems and Mr. Cover, there are no customers served by Osage Water Company in that development.
- 7) Environmental Utilities utilized billing software which it acquired, and continues to utilize in its utility operations, to provide billing services under its contract with Osage Water Company. Osage Water Company utilized an older version of that software prior to execution of its contract with Environmental Utilities. Environmental Utilities did not retain the old version of that software, and the version currently utilized is the property of Environmental Utilities, not Osage Water Company.
- 8) Environmental Utilities did not maintain or retain system drawings for the physical facilities owned by Osage Water Company. I believe Mr. Mitchell, though his company Jackson Engineering, may have a comprehensive set, as he furnished the same to Missouri American Water Company recently. You should contact him regarding this request.

Attachment E, p. 2

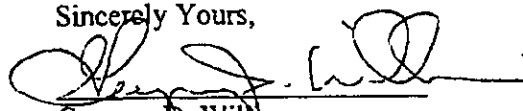
- 9) Environmental Utilities did not maintain any special locks on the control panels which could not be opened by the master key for Osage Water Company, of which Mr. McDuffy has always had a copy, and no requests for an additional copy of that key have been received from Mr. McDuffy or Mr. Cover. Separate locks are maintained for the Chelsea Rose and KK WWTP, as those facilities are not the property of Osage Water Company.
- 10) Environmental Utilities did not maintain maintenance repair records, other than invoices for materials and subcontractor work, with respect to the Osage Water Company systems, as the maintenance of such records was not required under the terms of its contract with Osage Water Company.
- 11) Environmental Utilities did not maintain an inventory of spare parts and equipment for Osage Water Company's facilities, as such items were purchased as need from local suppliers. There is an extensive repository of miscellaneous parts located adjacent to the Shawnee Bend WWTP which is left over from prior to execution of the management contract, but it appears to largely consist of junk that needs to be disposed of, rather than usable parts and equipment.

Please be further advised that due to the reduction in the scope of its operations, Environmental Utilities has reduced its staffing to the minimum necessary to maintain its remaining operations. Mr. Cover was so advised and requested to advise prior to November 30, 2005 as to any additional records which he might need. He did not request any additional records prior to that date. Environmental Utilities does not presently have the staff to locate or respond to any additional requests of any significant scope, and would have to be compensated for the cost of such additional staff time as might be required to respond to such additional requests, in advance.

I trust that the foregoing is a complete response to your inquiry, and merely duplicates the information previously provided to Mr. Cover. Your agency is wasting everyone's time in this matter. Your agency intentionally and deliberately bankrupted Osage Water Company, to the great harm of its investors, employees, creditors and customers. Your agency had the opportunity to allow its assets to be sold to Missouri American Water Company, and refused to even consider that alternative.

You have a mess on your hands, and you will have to figure out how to fix it. Further litigation, whether with Environmental Utilities, or others, will not fix the mess you have made.

Sincerely Yours,



Gregory D. Williams

cc: Gary Cover

Attachment E, p. 3