

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

In the Matter of the Request for an Increase in       )  
Annual Water System Operating Revenues for       )       File No. WR-2017-0343  
Gascony Water Company, Inc.                               )

**RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES**  
**TO GASCONY WATER COMPANY, INC.**

1. Please identify the person or persons answering these Interrogatories and his or her relationship to Applicant.

ANSWER: George Hoesch, president.

2. Please describe the President of the Company's involvement, to include the capacity in which the President of the Company serves or served (e.g., owner, shareholder, director and/or officer, member, partner, and/or manager), and the time period (to include months and years of service), in which the President of the Company is involved or was involved with the following purported entities:

- a. Gascony Water Company, Inc.;
- b. Gasco-Osage Realty Co. Inc.;
- c. Gasco-Osage Realty Co.;
- d. Gasc-Osage Realty, Inc.;
- e. Gasc Osage Realty, Inc.;
- f. Gascony Village;
- g. Gascony Association, Inc.; and
- h. Gascony Utilities Company, Inc.

ANSWER: George Hoesch is the president of (a) and the president of Gasc-Osage Realty Co., Inc., and has been the president of these two entities for as long as they have existed.

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Regarding (b) - (f), the Company is not aware of any such entities. The names in (b) - (e) appear to be variations of the name "Gasc-Osage Realty Co., Inc." George Hoesch is not associated with the entity listed in (g), the neighborhood association. The entity listed in (h) was dissolved in 1979.

3. Please describe the President of the Company's relationship to the following individuals or entities, and with respect to entities please describe the President of the Company's involvement, to include the capacity in which the President of the Company serves (e.g., owner, shareholder, director and/or officer, member, partner, and/or manager), and the time period (to include the months and years of service), in which the President of the Company was involved with the following purported entities:

- a. Christine M. Hoesch;
- b. Christine M. Ziegler;
- c. Matthew J. Hoesch;
- d. CMC Water Co, LLC;
- e. CMC Water LP, and;
- f. CMC Water LLP.

**ANSWER:** George Hoesch is family with the individuals listed in (a) – (c). The Company purchases water from the entity listed in (d). The agreement is attached to the Company's responses to Staff's production requests. The Company is not familiar with (e) and (f). They appear to be variations of the name listed in (d).

4. Please state whether the Name of Developer as provided to the Commission in Exhibit P of Data Request No. 9 (Intrastate Exemption Statement) from Case No. SA-97-357 in which the name is stated as "Gasco-Osage Realty Co., Inc." is in error, that the correct name of the Developer is/was "Gasc-Osage Realty Co., Inc." and that the President of the Company is listed

as the person responsible for the validity of the Intrastate Exemption Statement.

**ANSWER:** Yes, the “o” was a typo.

5. Please state whether Gasc-Osage Realty Co. was the developer of Gascony Village and caused to be prepared “Restrictive Covenants and Conditions Pertaining to Gascony Village, Subdivision One” (the “Covenants”), please also describe:

- a. How purchasers or owners of lots within the subdivision received a copy of the Covenants;
- b. Where the Covenants have been recorded (e.g., book and page numbers with the Gasconade County Recorder’s Office);
- c. Whether the description of real property to which the Covenants apply also contains the Company’s Service Area;
- d. Whether after April 1973 the Covenants have been modified, amended, released, extinguished, or otherwise superseded. If the Covenants have been modified, amended, released, extinguished, or otherwise superseded, please describe:
  - i. The date on which the Covenants were modified, amended, released, extinguished, or otherwise superseded;
  - ii. The mechanism by which the Covenants were modified, amended, released, extinguished, or otherwise superseded;
  - iii. Where the modified, amended, released, extinguished, or otherwise superseded Covenants have been recorded (e.g., book and page numbers with the Gasconade County Recorder’s Office).

**ANSWER:** Yes. (a) Before or at time of purchase; by request; the covenants are recorded. (b) Record of Deeds for Gasconade County. Unsure of book and page numbers. (c) Yes. (d) The

Covenants may have been modified by Gascony Association, Inc. The Company is not aware of the details.

6. Please describe the property on which the Well is located, to include a description based on address and a legal description.

**ANSWER:** The well sits on Lot 27. See attached plat map.

7. Please describe the property on which the Shed is located, to include a description based on address and a legal description.

**ANSWER:** The Company is not aware of a "shed." Assuming Staff is referring to the Company's storage building, the property is shown on the attached plat map.

8. Please describe Gascony Village Mobile Home Park and identify if Gascony Village Mobile Home Park is an addition to the subdivision, if Gascony Village Mobile Home Park is a separate entity, and if so, the President of the Company's relationship thereto.

**ANSWER:** The Company does not understand this interrogatory and is not aware of any entity named "Gascony Mobile Home Park."

9. Please describe how the Company became the owner of the real property described in the Company's Service Area.

**ANSWER:** The Company is not sure if it understands this interrogatory. There are deeds which purport to convey Lot 27 and the parcel on which the Company's storage building sits to the Company (see attached plat map). Both are dated July 1, 2017. Neither have been recorded.

10. Please describe the following property transfers and for each transfer please describe any Company action taken with respect to the transfer(s), to include: meetings held regarding the transaction(s); Company resolutions or other corporate authorization(s) to enter into transaction(s); any and all contracts, real estate appraisals, real estate title reports, and/or real estate

title commitments:

- a. Conveyance by Quit Claim Deed contained at Book 206 Page 218 (Gasconade County, Missouri) in which Gasc-Osage Realty Company, Inc. acquired a real estate interest described as "Lot 27 in Gascony Village Mobile Home Park, Lot 51 in Block 8 of the Gascony Village Subdivision 1, Lot 50 in Block 8 of the Gascony Village Subdivision 1, Lot 48 in Block 8 of the Gascony Village Subdivision 1, Lot 12 of Block 9 of the Gascony Village Subdivision 1, Lot 23 of the Gascony Village Mobile Home Park, Lot 24 of the Gascony Village Mobile Home Park, and Lot 3 in Owl Park Addition";
- b. Conveyance by General Warranty Deed contained at Book 214 Page 279 (Gasconade County, Missouri) in which Gasc Osage Realty, Inc. conveyed to Christine M. Hoesch and Matthew J. Hoesch a real estate interest described as "Lot 27 of GASCONY VILLAGE MOBILE HOME PARK as per plat thereof recorded in Plat Book 3 Page 43 of the Gasconade County Recorder's Office and being situate in the SW¼ of the SW¼ of Section 15, Township 45 North, Range 6 West of the 5th P.M";
- c. Conveyance by General Warranty Deed dated July 1, 2017, in which CMC Water purports to convey to Gascony Water Co. Inc. a real estate interest described as "Lot 27 GASCONY VILLAGE MOBIL [sic] HOME PARK of GASCONY VILLAGE as per plat thereof recorded in the Gasconade County Recorder's Office"; and
- d. Conveyance by General Warranty Deed dated July 27, 2017, in which Gasc-Osage Realty Co, Inc. purports to convey to Gascony Water Company, Inc. a real estate interest described as "Part of Section 15, Township 45 North, Range 6 West of the 5th P.M., in Gasconade County, Missouri, and being part of Gascony Village described as follows: Beginning at the southeast corner of Lot 27 of Gascony Village Mobile Home Park; thence

with the lot line North 47 degrees 41 minutes 15 seconds West 47.8 feet; thence leaving the lot line South 89 degrees 04 minutes East 70.93 feet; thence South 0 degrees 58 minutes West 33.93 feet; thence North 89 degrees 02 minutes 10 seconds West 35.0 feet to the point of beginning, containing 0.04 acres as per survey in Gasconade County Surveyor's Record Book 23 page 21 by Vincent Klott in May 2017".

**ANSWER:** The Company objects to this interrogatory on the bases that it is vague and overbroad and seeks irrelevant information. Subject to these objections and without waiving the same, the Company states as follows: (b) none; (c) none; and (d) none. The Company is not sure to what transaction (a) refers.

11. For the properties identified and described in Interrogatory No. 10 (a)-(d), please describe whether, and if so, how, the properties involve the Well and the Shed identified in Interrogatories 6 and 7.

**ANSWER:** The Company objects to this interrogatory on the bases that it is vague and overbroad and seeks irrelevant information. Subject to these objections and without waiving the same, the Company states as follows: see attached plat map for location of well and storage building.

12. Please describe who paid real property taxes on the property identified in the Company Service Area and owned by the Company and/or the entities listed in Interrogatories Nos. 2 and 3 from 1999 to present.

**ANSWER:** Taxes have been paid by the respective owners. For the parcel on which the Company's storage building sits, that is Gasc-Osage Realty Co., Inc. For Lot 27, the parcel on which the well sits, that is Christine Hoesch and Matthew Hoesch.

13. Please describe who paid real property taxes on the property identified in

Interrogatory 10 (a)-(d) from 1999 to present.

**ANSWER:** See objection to Interrogatory No. 10 which is incorporated herein by reference. See also response to Interrogatory No. 12.

14. Please identify the board of directors and officers for Gascony Water Company, Inc., and please further identify if any director or officer for Gascony Water Company, Inc. is currently or has ever been a director, officer, member, shareholder or manager of any entity listed in Interrogatories Nos. 2 and 3.

**ANSWER:** George Hoesch is the sole director and officer of the Company and is the sole director and officer of Gasc-Osage Realty Co., Inc. George Hoesch is not a shareholder, officer, or director of Gascony Association, Inc. (2(g)). George Hoesch is not a member or manager of CMC Water Co, LLC (3(d)).

15. Please describe the purported arrangement between the President of the Company and/or the Company and CMC Water LLC ("CMC") where President of Company and/or Company was to purchase water for distribution to customers; please further describe: meetings held regarding the transaction(s); Company resolutions or other corporate authorization(s) to enter into transaction(s); any and all contracts, any and all invoices.

**ANSWER:** The agreement is attached in response to Production Request No. 1.

**BRYDON, SWEARENGEN & ENGLAND, P.C.**

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