

Ex. 118
FILED

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Missouri Public
Service Commission

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

In the Matter of the Request for an Increase in)
Annual Water System Operating Revenues for)
Gascony Water Company, Inc.)

File No. WR-2017-0343

**RESPONSES TO STAFF'S FIRST REQUEST
FOR ADMISSIONS DIRECTED TO APPLICANT**

1. Please admit that the developer of Gascony Village was Gasc-Osage Realty Co.
Inc.

RESPONSE: Admit.

2. Please admit that the president of Gasc-Osage Realty Co., Inc. is the President of
Company.

RESPONSE: Admit.

3. Please admit that there is no person or position with authority to overrule a decision
or action by the President of the Company, within the Company corporate structure.

RESPONSE: Admit.

4. Please admit that there is no person or position with authority to overrule a decision
or action the president of Gasc-Osage Realty Co., Inc. within the corporate structure of Gasc-
Osage Realty Co., Inc.

RESPONSE: Admit.

5. Please admit that Mr. George Hoesch is the primary person within the Company
responsible for the maintenance, management, and operation of the Well and water system, as that
term is defined by statute, in providing water to the Company's Service Area.

RESPONSE: Admit.

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6. Please admit that prior to the certificate of convenience and necessity case in Case No. WA-97-510 before the Commission, Gasc-Osage Realty Co., Inc. was solely responsible for the operation of the Well and provision of water to the Company's Service Area.

RESPONSE: Admit that prior to the grant of the CCN, Gasc-Osage Realty Co., Inc. was solely responsible for the operation of the well and provision of water. Deny that there was a "Company's Service Area" prior to the grant of the CCN.

7. Please admit that there is no, nor was there ever any, written sales contract or other written form of agreement for Company to purchase from CMC Water LLC water for distribution to customers.

RESPONSE: Deny.

8. Please admit that Company was not the owner of the real property containing the Well as of the filing date of the Letter with the Commission requesting a rate increase in Case No. WR-2017-0343.

RESPONSE: Admit.

9. Please admit that on or about November 9, 1998, President of Company filed with the Commission written direct testimony in Case No. WA-97-510 (the "1998 Direct Testimony").

RESPONSE: Admit.

10. Please admit that as part of the 1998 Direct Testimony, President of Company testified that Company's predecessor, Gasc-Osage Realty Co., Inc., recorded a seventy thousand dollar (\$70,000.00) reserve for completion of the water system, a portion of which was allocated to the cost of each lot to recover capital costs on the water plant.

RESPONSE: Admit that as part of the 1998 Direct Testimony, President of Company testified that Gasc-Osage Realty Co., Inc., recorded a seventy thousand dollar (\$70,000.00) reserve

for completion of the water system, a portion of which was allocated to the cost of each lot to recover the cost of the main extensions and installation of shut off valves. Deny that Gasc-Osage Realty Co., Inc. is the Company's "predecessor." Deny remainder of the statement.

11. Please admit that as part of the 1998 Direct Testimony, President of Company testified that Company "will also own...the land on which the well plant is situated".

RESPONSE: Admit.

12. Please admit that as part of the 1998 Direct Testimony, President of Company testified that "the land on which the well plant is situated", as that term is used in the 1998 Direct Testimony, was, at the time of testimony, "currently carried on the books of the Realty Company."

RESPONSE: Deny.

13. Please admit that "the Realty Company" as that term is used in the 1998 Direct Testimony refers to Gasc-Osage Realty Co. Inc.

RESPONSE: Admit.

14. Please admit that a real property conveyance of the land "on which the well plant is situated", as that term is used in the 1998 Direct Testimony, never occurred between Gasc-Osage Realty Co., Inc. as Grantor and Company as Grantee.

RESPONSE: Admit that there was never such a transfer/conveyance from Gasc-Osage Realty Co., Inc. to Company. Deny the remainder of the statement.

15. Please admit that a real property conveyance of the land "on which the well plant is situated", as that term is used in the 1998 Direct Testimony, never occurred between Gasc-Osage Realty Co., Inc. as Grantor and Company as Grantee between the time in which Company was granted by the Commission a Certificate of Convenience and Necessity and the filing of the Letter with the Commission.

RESPONSE: Admit that a transfer/conveyance never occurred between Gasc-Osage Realty Co., Inc. as Grantor and Company as Grantee between the time in which Company was granted by the Commission a Certificate of Convenience and Necessity and the filing of the Letter with the Commission. Deny the remainder of the statement.

16. Please admit that in 1987, before the time in which the 1998 Direct Testimony was filed, Gasc Osage Realty, Inc. conveyed the real property “on which the well plant is situated”, as that term is used in the 1998 Direct Testimony, to Christine M. Hoesch and Matthew J. Hoesch.

RESPONSE: Admit.

17. Please admit that there is no sales contract or other written agreement for the sale of land with respect to the following conveyance: Gasc Osage Realty, Inc. conveyed the real property “on which the well plant is situated”, as that term is used in the 1998 Direct Testimony, to Christine M. Hoesch and Matthew J. Hoesch.

RESPONSE: Admit.

18. Please admit that in June 2015 a quit claim deed was recorded in Gasconade County in which Christine M. Hoesch (n/k/a Ziegler) and Matthew J. Hoesch conveyed the real property “on which the well plant is situated”, as that term is used in the 1998 Direct Testimony, to CMC Water Co, LLC.

RESPONSE: Admit.

19. Please admit that on or about July 1, 2017, after the time in which the Letter was filed with the Commission, a general warranty deed with “CMC water, a Missouri limited partnership” as Grantor and Gascony Water Co Inc. as Grantee was signed by Christine M. Ziegler as president of “CMC Water”.

RESPONSE: Admit. Note: said deed was never recorded.

20. Please admit that there is no sales contract or other written agreement for the sale of land with respect to the conveyance described as follows: general warranty deed with "CMC water, a Missouri limited partnership" as Grantor and Gascony Water Co Inc. as Grantee was signed by Christine M. Ziegler as president of "CMC Water"

RESPONSE: Admit.

21. Please admit that CMC Water is incorporated with the State of Missouri as a limited liability company and not incorporated with the State of Missouri as either a limited partnership or as a limited liability partnership.

RESPONSE: Admit that CMC Water is incorporated with the State of Missouri as a limited liability company. Company cannot truthfully admit or deny the remainder of the statement, as this matter is not within the Company's knowledge.

22. Please admit that Christine Ziegler is not the president of CMC Water limited partnership or CMC Water limited liability partnership.

RESPONSE: Company cannot truthfully admit or deny this statement, as this matter is not within the Company's knowledge.

23. Please admit that a Stipulation and Agreement was filed in Case No. WA-97-510 and part of that Stipulation and Agreement provides that prefiled testimony may be received into evidence without the necessity of witnesses taking the stand.

RESPONSE: Admit.

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