

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

In the Matter of the Petition)
for an Interim Receiver and for)
an Order Directing the General)
Counsel to Petition the Circuit)
Court for the Appointment of a)
Receiver for Misty Water Works)

Monday, June 24, 2024

9:00 a.m. - 4:38 p.m.

Governor Office Building
200 Madison Street
Jefferson City, MO 65101
and WebEx

VOLUME II Pages 61 - 337

JOHN CLARK, Presiding
SENIOR REGULATORY LAW JUDGE

KAYLA HAHN, Chair
MAIDA J. COLEMAN, Commissioner
JASON R. HOLSMAN, Commissioner
GLEN KOLKMEYER, Commissioner
JOHN MITCHELL, Commissioner

Stenographically Reported By: Colin Wallis

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES:

On behalf of Staff of the
Public Service Commission:

Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102

BY: CAROLYN KERR, ESQ.
CASI ASLIN, ESQ.
Carolyn.Kerr@psc.mo.gov
Casi.Aslin@psc.mo.gov

Present Pro Se: Leon Travis Blevins

1 The following proceedings began at 9:00 a.m.:

2 LAW JUDGE CLARK: All right, let's go on
3 the record. Good morning, today is June 24th
4 of 2024, and the current time is 9:01 a.m. The
5 Commission has set aside this time today for an
6 evidentiary hearing in the matter of the State
7 or Staff of the Missouri Public Service
8 Commission, Complainant, versus Leon Travis
9 Blevins, also known as Travis Blevins and
10 Patricia Blevins doing business as Misty
11 Mountain Public Water Supply, also known as
12 Misty Water Works, Charity Public Water Supply
13 and Rolling Hills Public Water Supply,
14 respondent.

15 My name is John Clark. I'm the regulatory
16 law judge presiding over this hearing today.
17 We have a fair number of people in attendance.
18 If you have a cell phone, I'm going to ask that
19 you put that cell phone on silent or vibrate so
20 it doesn't disturb proceedings today. If
21 you're participating in today's hearing and
22 you're at one of the counsel's tables, you'll
23 notice there's a microphone there. When you're
24 speaking, please be sure that the green button
25 is lit, so that we can hear you and, likewise,

1 please be sure that the button is not lit when
2 you don't want to be heard.

3 Now, the Missouri Public Service
4 Commission is composed of five commissioners.
5 There is Chair Kayla Hahn, Commissioners Maida
6 Coleman, Jason Holsman, Glen Kolkmeyer and John
7 Mitchell, and several of them are present via
8 Webex right now, and I expect some of them to
9 appear in person today and others will continue
10 to listen via Webex, but they will be listening
11 and asking questions whenever they would like
12 to. And, Commissioners, good morning. If you
13 have questions during the course of the
14 hearing, please feel free to interrupt me and
15 ask them at any time.

16 COMMISSIONER HOLSMAN: Thanks, Judge.

17 LAW JUDGE CLARK: Thank you, Commissioner
18 Holsman. At this time, I'm going to ask
19 counsel for the parties to introduce
20 themselves, starting with Mr. Blevins.
21 Mr. Blevins, you are representing yourself,
22 correct?

23 MR. BLEVINS: That's correct.

24 LAW JUDGE CLARK: And you don't have an
25 attorney and none will be appearing on your

1 behalf, correct?

2 MR. BLEVINS: That is correct.

3 LAW JUDGE CLARK: On behalf of the Staff
4 and the Commission?

5 MS. KERR: Carolyn Kerr.

6 MS. ASLIN: And Casi Aslin.

7 LAW JUDGE CLARK: Thank you, and good
8 morning. Anyone here from the Office of the
9 Public Counsel? I don't see anyone at this
10 point, but they can always make an appearance
11 in this case if they so choose. Are there any
12 preliminary matters that Commission needs to
13 take up at this time before we start?

14 MS. KERR: I don't think so. I'm just
15 going to number the Exhibits as I go.

16 LAW JUDGE CLARK: That would be fine.

17 MS. KERR: Okay. I don't think I have
18 anything.

19 LAW JUDGE CLARK: Okay, and just to go
20 over the order of witnesses real quick today:
21 from staff, we have Jeff Grube, Lori Jean,
22 Jackie Johnson, Dalten Young, Adam Stamp and
23 Curt Gateley; is that correct?

24 MS. KERR: Yes.

25 LAW JUDGE CLARK: Mr. Blevins, do you have

1 any witnesses that you're going to be
2 introducing today?

3 MR. BLEVINS: No, sir.

4 LAW JUDGE CLARK: All right, I'm going to
5 go by the list in order of witnesses and
6 statements for this hearing, so I'm going to go
7 ahead at this point and start with opening
8 statements, starting with Commission Staff.
9 I'm going to remind everyone that an opening
10 statement is not evidence, but it merely frames
11 the coming proceeding before the Commission, so
12 it's kind of an introduction to things that you
13 would like the Commission to pay attention to.

14 So, Mr. Blevins, I'm going to swear you in
15 before your opening statement, should you
16 choose to make one, just because you're acting
17 as your own witness today. You may say things
18 throughout the course of the hearing. Can you
19 hear me okay?

20 MR. BLEVINS: I have a little bit of
21 difficulty.

22 LAW JUDGE CLARK: Okay, I can see you're
23 giving me a quizzical look. If you can't hear
24 me, would you let me know?

25 MR. BLEVINS: Yes, I will.

1 LAW JUDGE CLARK: Okay. As I was saying
2 before your opening statement, I'm going to go
3 ahead and swear you in, and the reason why is
4 because you're acting as both your own attorney
5 and as your own witness today; and you're going
6 to be questioning witnesses, you may say things
7 that have evidentiary value; and, because of
8 that, it's almost like you're on the witness
9 stand all the time in some respect; because you
10 may say things that may, in fact, be
11 statements, so I will be placing you under oath
12 at the beginning of the hearing for the
13 duration of the hearing, okay?

14 MR. BLEVINS: I understand.

15 LAW JUDGE CLARK: Okay, thank you.
16 Commission Staff, do you have an opening
17 statement you would like to make.

18 MS. KERR: Yes, thank you.

19 OPENING STATEMENT BY MS. KERR

20 MS. KERR: Good morning, Judge,
21 Commissioners. May it please the Commission.
22 My name is Carolyn Kerr, and I am the attorney
23 representing the Staff of the Public Service
24 Commission (PSC) this morning in this case.
25 The Staff has filed a Complaint against Mr.

1 Leon Travis Blevins pursuant to its authority
2 under Section 386.390.1, RSMo, and 20 CSR
3 4240-2.070 alleging violations of Chapters 386
4 and 393, RSMo and asking for specific relief to
5 be granted, including monetary penalties. I'll
6 get into those statutes and regulations in
7 further detail in a moment, but let me first
8 tell you about the facts of the case and what
9 led us to this hearing.

10 This case is about protecting the
11 residents who use and consume the water
12 provided by the wells owned and operated by Mr.
13 Leon Travis Blevins, an individual who took it
14 upon himself to charge those people for the
15 water that flowed from those wells. Mr. Blevins
16 does not have any license or other
17 authorization from the PSC to charge those
18 residents for the use of the water that comes
19 from his wells. He did not bother to apply for
20 a certificate of convenience and necessity
21 (CCN) from the PSC to be designated as a water
22 utility and have the authority to charge fees
23 and rates for the use and consumption of water
24 from those homeowners until after the PSC began
25 investigating his business practices, notified

1 him of the need to be regulated to charge
2 residents like he was and brought this action.

3 Instead, he just decided on his own that
4 he would charge residents that obtained water
5 from the wells he ostensibly owned a certain
6 level monthly charge. He even drafted contracts
7 and demand letters and provided them to the
8 homeowners and either had them sign them,
9 agreeing to pay Mr. Blevins a fixed monthly
10 payment for water or just demanded payment
11 without an underlying contract. Mr. Blevins'
12 method of calculating the rate, we learned, was
13 that he just figured out what a good price
14 would be to "cover his expenses" and charged
15 the homeowners for that amount. And not all
16 residents paid the same price nor had to make
17 payments in the same manner. Some paid in cash;
18 some monthly; some "as they could." And he
19 even bartered goods and services for payment of
20 some of the water bills. And no one complained.
21 For awhile.

22 That is, until problems with the wells and
23 the water quality started to happen more
24 frequently, and the monthly rates went up for
25 no apparent reason. Then in January 2023, the

1 PSC Consumer Services Department received
2 several complaints from homeowners stating that
3 Mr. Blevins raised their monthly water bills,
4 and they didn't know why. They had received new
5 or updated letters - some got contracts, but
6 they all had questions and concerns. About the
7 same time as the complaints regarding the water
8 bills came into the Consumer Services
9 Department of the PSC, the Missouri Department
10 of Natural Resources or DNR had also been
11 contacting the Water, Sewer & Stream Department
12 of the PSC with their concerns about Mr.
13 Blevins' well systems. They had been receiving
14 calls from some of the same residents
15 complaining about their drinking water and
16 asking what DNR could do about regulating Mr.
17 Blevins' services.

18 Now, DNR doesn't regulate water utilities
19 or rates, so they contacted the PSC asking us
20 for advice. All DNR could do is test and
21 regulate the water coming out of DNR certified
22 wells and issue violations for poor water
23 quality. DNR could not do anything about the
24 wells or well systems that did not meet DNR
25 standards and were, therefore, not regulated by

1 any agency but were still being used to supply
2 water to residents. Jackie Johnson and Dalten
3 Young from the DNR will testify as to their
4 roles with DNR and how they've been involved
5 with Mr. Blevins' case over the course of at
6 least the last couple of years, as well as
7 their connection with the PSC and its
8 investigation and case.

9 Those homeowners calling DNR wanted
10 someone to do something about Mr. Blevins
11 charging them for potentially unsafe water. It
12 was at this point that Adam Stamp, a PSC Staff
13 Research Data Analyst, and Curt Gateley, the
14 Manager of the PSC's Water, Sewer & Stream
15 Department became involved and began
16 investigating. Both of these individuals will
17 testify and tell the Commission what they did
18 as part of their investigation, as well as what
19 the Staff's role is when it comes to unlicensed
20 or unregulated water utilities.

21 LAW JUDGE CLARK: Ms. Kerr, can you move
22 the microphone just a little bit closer?

23 MS. KERR: Sure.

24 LAW JUDGE CLARK: Certain people online
25 are having a hard time hearing you.

1 MS. KERR: Sure, I'm sorry. Mr. Stamp,
2 Staff's main investigator for this case, will
3 testify about the many times he went to Pulaski
4 County and saw the sites for himself and spoke
5 with the residents who were getting their water
6 from Mr. Blevins' well systems, as well as the
7 problems they had with the water, the wells,
8 and the troubles they had getting Mr. Blevins
9 to fix problems with the wells. Jeff Grube, a
10 homeowner and former customer of Mr. Blevins,
11 is here to testify about his experiences
12 dealing with Mr. Blevins and his system. His
13 house is no longer connected to Mr. Blevins'
14 system, and he will testify about how that came
15 about and the reasons for that. Ms. Lori Jean
16 will also testify as to her experience dealing
17 with Mr. Blevins and his well systems. She was
18 Mr. Blevins' former Certified Operator for his
19 DNR regulated well systems until March of this
20 year. Mr. Blevins has been without a Certified
21 Operator since then and has not replaced Ms.
22 Jean. DNR regulations require him to have one
23 for each system he operates.

24 What Staff found was an unregulated water
25 utility owned and operated by Mr. Blevins, who

1 was and continues to charge multiple homeowners
2 monthly charges for water use based on no
3 discernable rate formula or other mathematical
4 calculations from wells Mr. Blevins may or may
5 not even actually own, according to Pulaski
6 County Recorder's or Mr. Blevins' own records.

7 Furthermore, the water coming from those
8 wells has and continues to pose health and
9 safety concerns for the residents who use and
10 consume the water that Mr. Blevins is "selling"
11 them. In fact, Mr. Blevins has failed to submit
12 required bacteriological water testing samples
13 to DNR since February of this year. So, no one
14 knows what kind of water quality any of those
15 residents are using and drinking - and that's
16 just the ones DNR regulates. DNR records show a
17 pattern of violations dating back for years and
18 a pattern of Mr. Blevins' failure and inability
19 to fix, maintain and upgrade the wells, water
20 lines, well houses and appurtenances to keep
21 the wells and water lines in working order, so
22 that the families that live there can have
23 consistently safe and potable water.

24 In other words, Staff's witnesses will
25 explain how Mr. Blevins and his business

1 enterprise is operating as a public water
2 utility subject to the Commission's
3 jurisdiction, control and regulation pursuant
4 to Section 386.020(43), RSMo and how he is
5 operating that water utility for gain without a
6 certification or other authority from the
7 Commission, in violation of Section 393.1 70.2,
8 RSMo and in a manner that endangers and is a
9 threat to the public health and safety, in
10 violation of Section 393.130.1, RSMo.

11 As a result of its investigation, the
12 Staff filed this Complaint to bring to the
13 Commission's attention the violations being
14 committed by Mr. Blevins and his business
15 enterprise and the health and safety concerns
16 of both Staff and the Missouri DNR, so that
17 corrective or preventative actions can be taken
18 to make sure the wells and the water coming
19 from them are safe, as well as to safeguard the
20 health and safety of those that obtain their
21 water from Mr. Blevins' wells. Staff asks the
22 Commission to hold Mr. Blevins accountable for
23 those violations and exact penalties against
24 him for the harm that his actions and inactions
25 have caused and continue to cause the families

1 living there that rely on water from Mr.
2 Blevins' currently unregulated and
3 uncertificated water "utility."

4 Thank you. If you have any questions --

5 LAW JUDGE CLARK: Thank you. Any
6 questions from the Commission?

7 COMMISSIONER HOLSMAN: No questions,
8 Judge.

9 LAW JUDGE CLARK: Thank you, Commissioner
10 Holsman. I've got just a couple.

11 QUESTIONS BY JUDGE CLARK:

12 LAW JUDGE CLARK: You indicated you had
13 discussed the ownership of the wells?

14 MS. KERR: Yes.

15 LAW JUDGE CLARK: And that it was unclear
16 as to what wells Mr. Blevins owned. Now, in
17 the Commission's May 20th order resetting this
18 hearing --

19 (Off the record discussion.)

20 LAW JUDGE CLARK: In the Commission's
21 May 20th order, I indicated that one of the
22 issues the Commission wanted to hear about was
23 the ownership of the wells, so are -- is the
24 ownership of the wells something that's going
25 to be sorted out during the course of this

1 complaint?

2 MS. KERR: We're going to try.

3 LAW JUDGE CLARK: Going to try, okay. So
4 the second thing, you indicated that some
5 people that were formerly customers would be
6 testifying today; is that correct?

7 MS. KERR: Yes.

8 LAW JUDGE CLARK: And, obviously, if we're
9 going to get -- I'm not aware what all the
10 confidential information in this hearing is
11 going to be, if we start to cross into
12 confidential information, I'm going to rely on
13 the parties and, in particular, Commission
14 Staff to let me know, so that we can go in
15 camera if necessary?

16 MS. KERR: Okay.

17 LAW JUDGE CLARK: All right. I have no
18 other questions, thank you.

19 MS. KERR: Thank you.

20 LAW JUDGE CLARK: Mr. Blevins, did you
21 want to make an opening statement?

22 MR. BLEVINS: I would, I think --

23 LAW JUDGE CLARK: Okay. I'm going to
24 place you under oath then.

25 MR. BLEVINS: Okay.

1 (Travis Blevins sworn.)

2 LAW JUDGE CLARK: Thank you, Mr. Blevins.
3 And do you want to make your opening statement
4 from where you're seated.

5 MR. BLEVINS: Yes, I'd like to remain
6 sitting here.

7 LAW JUDGE CLARK: Go right ahead.

8 MR. BLEVINS: Thank you.

9 OPENING STATEMENT BY MR. BLEVINS:

10 MR. BLEVINS: Well, good morning,
11 everybody. The best I could do here is
12 absolutely give you the truth, where it began
13 and I guess where it's going, maybe, in
14 reference to these water wells.

15 I acquired these water wells from
16 individuals that were operating these wells for
17 the last fifteen, twenty years possibly. I
18 don't know really how long. I won't mention
19 the particular names at this present time, but
20 listening to the opening that Ms. Kerr just did
21 these -- when she mentioned about what I do on
22 myself or for myself, this is -- when I
23 acquired these wells, that was the way that
24 everybody was paying for that water. They had
25 been doing that through some sort of an

1 agreement between the person operating it and
2 the users for fifteen or twenty years or so.
3 That was just the normal thing to do.

4 There was no water available by any other
5 utilities anywhere around the area. These were
6 builders that had subdivisions and primarily
7 these wells were built for that subdivision,
8 not for the general public. If you didn't own
9 a piece of the ground there, you didn't -- you
10 weren't allowed to get water by any means.

11 You indicated there was no license. I
12 still don't have a particular license for these
13 wells. The wells are non-compliant, and I
14 guess they have been since the first time that
15 they were ever built by these builders. I
16 don't suppose at that particular time, there
17 was any licenses being issued. I suppose if
18 there was, they would have already had it, but
19 that was the common place in the use of those
20 wells.

21 They -- they mentioned of a CCM. I did
22 apply for a CCM, but quickly found out that
23 really could not be applicable, in my opinion,
24 to what we were doing with these wells. These
25 wells were not constructed, built or used for

1 any type of profit. They were for built for
2 the use of the homeowners that would buy these
3 homes from the builders.

4 So I requested, I thought, during the
5 first two proceedings, I believe, of this
6 particular commission meetings that my
7 application for that CCM be withdrawn. And,
8 again, I say it right now, I would withdraw any
9 application for a CCM as non applicable.

10 The well problems, one of the reasons why
11 I acquired these wells, is because, from the
12 builders that I know, knew and had a done a lot
13 of business in the past, these wells were
14 coming up for their life span for fifteen,
15 twenty-five so, we already knew that; I knew
16 that when I acquired them, so I took on that
17 responsibility to repair these wells. I
18 upgraded most every one of those wells in the
19 past throughout the process of me -- when I
20 acquired these wells, after I acquired them.

21 So, well problems were evident, and it was
22 also my responsibility to go in and repair
23 these wells, which I did, on every occasion
24 that I can remember, recall or whatever; I
25 immediately went into the process of upgrading

1 particular wells. And almost every one of them
2 I had, has been upgraded or improved. I don't
3 know really what it means by "trouble fixing"
4 as Ms. Kerr alluded to, that trouble fixing. I
5 did fix these wells. They're operating today
6 and they have been.

7 They've never been down for any particular
8 reason. There's been certain things done to
9 these wells on some occasions that's the
10 maintenance or the fixing of these wells is
11 kind of minor. On other occasions, it's not
12 minor. It begins with a thousand dollar
13 bracket. It takes money to do that. Where
14 that money comes from was generated from the
15 people that used the water by their monthly
16 payment.

17 They -- nobody ever likes to see things or
18 prices increasing, but I guess today in our
19 economy, it increases almost every day or every
20 month or every year. These wells had been
21 built fifteen, twenty years ago. It's obvious
22 that these wells are going to cost more now
23 than they did back then. Just as an example,
24 some of these wells may have been built for
25 eight, nine or \$10,000, now cost 30, 40 and

1 \$50,000.

2 These are, some of them, 5-horse pump;
3 some of 3-horse. These are the systems, the
4 distribution systems, that were put in that
5 cost money, in order for these people to have
6 water available to them in that subdivision;
7 that's what it took at that time.

8 So an operator, when you talk about an
9 operator, I don't suppose fifteen years ago
10 they required any operators that I'm aware of
11 unless you were a particular type of utility
12 company providing water. I don't know. But
13 the ownership of these wells is also -- was a
14 beginning problem. Fifteen, twenty years ago,
15 they did easements, they did all kinds of other
16 things, that sometimes did not really get done
17 properly maybe, and I can -- it's, obviously,
18 some of the problems that has arisen has
19 stemmed from not being properly done in the
20 beginning.

21 That was one of my jobs was to, at any
22 particular time in the future, from the time
23 that I acquired these wells was to make those
24 corrections, which I have in most instances.
25 There are still some instances that still have

1 to be done, still have to be corrected, even --
2 even by the legal part of it.

3 If we have a well sitting on somebody's
4 property, and it has not been properly, let's
5 say, surveyed and that well is scribed on its
6 own, then that is a problem that had to be
7 corrected; I corrected a couple of those
8 already. There's a couple that still probably
9 have to be done, but it only needs to be done
10 at some particular time that maybe disposition
11 of that property would take place. Not just go
12 in there and start making things all the way it
13 should have been fifteen years ago in the
14 present world that we live in, with the present
15 guidelines and rules that have been changed
16 from fifteen years ago. That's ownership.

17 Ownership was given to me by certain
18 individuals, very few. Either by some sort of
19 contractual agreement or by a deed. Some of
20 them I do have deeds to, but I'm not concerned
21 about whether or not, personally, I have a deed
22 for a particular piece of property because of
23 the people that I deal with that operated these
24 wells previous to me; I was just carrying on
25 what has been there for fifteen, twenty years

1 to make sure people did still have the water.

2 And even today, they do have water.

3 And that was one of the reasons why I took
4 these wells. Not took them but acquired them,
5 was to make those corrections as requested and
6 I knew all of these problems were there. And,
7 again, I corrected, as it became necessary, I
8 corrected those particular problems that should
9 be corrected for the current rules,
10 regulations. I've been working with the
11 Department of Natural Resources for -- since
12 19 -- I'm sorry, 2023, with the three public
13 water systems that they activated. They
14 activated the Misty Mountain Public Water
15 System, the Charity Public Water System and the
16 Rolling Hills Public Water System.

17 Again, I'd like to indicate that -- that
18 Misty Mountain Public Water System activated by
19 DNR, individually the wells would not qualify
20 under the DNR guidelines as something that they
21 could take control of or have control over.
22 They had to combine a number of wells in order
23 to make that particular rule effective to
24 activate that Misty Mountain Public Water
25 System; they had to combine those. I guess

1 just because I either owned or I have control
2 of those particular wells.

3 Also, the Charity Public Water System was
4 the same condition. It had more -- more than
5 one well. They were separate wells for
6 separate parts of the division, but they put
7 together to create and activate that public
8 water system for Charity.

9 The only one, which is Rolling Hills, that
10 qualifies to have 15 connections or a number of
11 25 years or switch the rule, I guess, from my
12 learning from the DNR providing a lot of
13 information in reference to these public water
14 systems, that the users are multiplied at 2.5
15 or two and half times however many connections
16 there are. So that particular mathematical
17 equation creates maybe less or more than 25
18 users. Or the other guideline that we have to
19 deal with, is the fifteen connections. So the
20 fifteen, twenty-five mathematical equations
21 qualify as a particular public water system, I
22 assume, from all the guidelines.

23 They, the most part, the most part of
24 the -- trying to give you an overview of where
25 I began, I think maybe that the Rolling Hills

1 is the only one that really qualifies. My
2 process, at the present time, is to continue to
3 follow the Department of Natural Resources
4 guidelines and the agreements, so to speak,
5 between the public water system and DNR. My
6 wife and I already signed over the Rolling
7 Hills agreement to the DNR. We're working on
8 the Charity Public Water System with some
9 changes. I would expect it would be rewritten
10 a little bit and provided back to me to sign.
11 At the present time, the Misty Mountain Public
12 Water System was activated by DNR; that was --
13 there was no agreement there. That was a --
14 that was just simply directed to be what it is
15 today.

16 But my process for the Misty Mountain
17 Public Water System is to eliminate the wells
18 so that they do not meet with the continued
19 fifteen to -- fifteen connections to
20 twenty-five users. DNR is aware of that. I
21 have made that known to them. In particular,
22 in particular, the Taylor well, for example,
23 that Taylor well was sold by me to a party that
24 was on -- on that particular well using water.
25 I spent \$12,000 just upgrading it so it would

1 be available to all of the users there. I sold
2 it for \$12,000, just to tell you what I
3 received there. It all went back to the
4 improvements of that particular well.

5 But the well itself still had a little
6 problem even after that, and with the new
7 owner -- excuse me. The new owner of that
8 particular well at that time was supposed to
9 improve it or be a part of improving it. It
10 was operational after I finished that, but
11 there was an improvement that could have been
12 done. It never was done by the new owner.
13 So --

14 LAW JUDGE CLARK: Mr. Blevins, you're
15 veering a little off of an overview -- you're
16 veering a little away of an opening
17 statement --

18 MR. BLEVINS: Okay.

19 LAW JUDGE CLARK: An opening statement is
20 an overview of what testimony is going to be,
21 and you're starting to bleed into what
22 testimony is.

23 MR. BLEVINS: Okay, all right. I can kind
24 of tie this up, I think, is it that a lot of
25 these verbiages that are being used here appear

1 to be something that I've done wrong. Maybe I
2 have, I don't know, but that was not any
3 intentions of why I acquired these wells. It
4 was acquired in order to improve those wells,
5 which I did. So, as we get on, I guess, into
6 more of the testimony or whatever, I can
7 expound more at that time; is that correct?

8 LAW JUDGE CLARK: That is correct.

9 MR. BLEVINS: Okay, thank you. I'll go
10 ahead and just close my opening statement at
11 this time.

12 LAW JUDGE CLARK: Okay, thank you,
13 Mr. Blevins. Are there any questions from the
14 Commission?

15 COMMISSIONER HOLSMAN: Yes, Judge. This
16 is Commissioner Holsman I have a couple.

17 LAW JUDGE CLARK: Okay, go ahead,
18 Commissioner.

19 QUESTIONS

20 BY COMMISSIONER HOLSMAN:

21 Q Thank you, Mr. Blevins. How many current
22 customers would you say you are servicing today?

23 A I would have to check my records, but that
24 would be probably, let's see, give me just a moment.
25 Less than 60.

1 Q Less than 60?

2 A That's correct. That's within three --
3 from three public water systems.

4 Q And of those 60, how many do you have
5 written contracts or agreements with?

6 A Well, I should have one for all for them,
7 every one of them, but a lot of times when we sent
8 them out in the past, we never got them back on some
9 occasions, but I would say -- I've got probably,
10 maybe, 60 percent, 70 percent, maybe, written --
11 written agreements to furnish water.

12 Q And what is the methodology you use to
13 determine your rates?

14 A Well, the actual expenses per month or per
15 year. For example, one of the reasons for raising a
16 rate that when DNR activated the wells into three
17 public water systems, that created extra expenses.
18 My calculation was approximately an increase of
19 \$1,000 per month. So we increased, I think, five or
20 \$10 on the particular monthly rate that was being
21 charged. Also, in the beginning, when I first
22 acquired these, the charges that were being
23 currently done at that time might have been 35 or
24 \$40. We have since then evolved to \$55 per month.

25 Q And you said in your opening statement

1 that there's no profit. You're not doing this for
2 profit. Is that an accurate statement that, to you,
3 there's no additional revenue that would be
4 considered net profit for your 60 customers?

5 A That's correct. There is no profit. The
6 improvement or the upgrades of those wells far
7 exceed, the cost far exceeds, what's being brought
8 in today. Most of the improvements paid for have
9 been paid out of my pocket. Obviously, from -- some
10 of the resources of the income that comes in is from
11 the users, but that has never been enough to cover
12 all of the expenses. I would have hoped that it
13 would have been eventually evened out or panned out.

14 Q So I'm curious, why do you operate them?
15 What is the inherent benefit to you to go through,
16 you know, the daily routine of operating these wells
17 if there's no benefit to you financially?

18 A Well, I can explain it this way. The
19 people from whom I acquired these wells from, were
20 good friends of mine. They still are. And I have
21 done business with them for years, and I still do.
22 I'm 80 years old. I wanted to quit doing what I
23 normally do, which is construction or any other type
24 of physical labor. My medical conditions also
25 required me to stop doing strenuous-type work, so I

1 wanted something that would be less stressful on me
2 personally. I chose these water wells from these
3 individuals because I knew that I could upgrade them
4 and eventually have a cash flow, maybe, from that,
5 but not particularly as a profitable situation, but
6 a cash flow situation. That would work and --

7 Q All right, thank you.

8 A And I still believe that's possible but
9 maybe not so much. I'm 80 years old and not time
10 left to consider that, maybe.

11 COMMISSIONER HOLSMAN: Thank you for
12 answering my questions. Judge, that's all I
13 have, thank you.

14 LAW JUDGE CLARK: Thank you, Commissioner.
15 Are there any other Commission questions at
16 this time? I hear --

17 CHAIRPERSON HAHN: Yes, I do --

18 LAW JUDGE CLARK: Oh, I'm sorry, go ahead.

19 CHAIRPERSON HAHN: -- have some questions
20 at this time.

21 LAW JUDGE CLARK: Go ahead, Chair.

22 BY CHAIRPERSON HAHN:

23 Q Thank you. Mr. Blevins, in -- back when
24 we had your receivership hearing, the criteria for
25 receivership had something to do with you if you

1 were able -- unable or unwilling to maintain the
2 systems and the service, and at the time of the
3 hearing, you did not seem unable or unwilling;
4 however, since that time reading staff reports, it
5 seems as though, for example, in Ms. Kerr's opening
6 statement that you had not provided DNR water
7 testing information since February. Also, you had,
8 even today, you said you are withdrawing your
9 application for a CCN, and you are not -- you are in
10 adversarial action with DNR on other compliance
11 issues. So that brings me some pause. You were
12 initially given some time to work with DNR because
13 you did not appear unwilling, although I know this
14 is the complaint case, kind of, getting to the
15 receivership, but I'm hoping you can explain all of
16 these actions and how they -- that you are still
17 willing and trying to get these wells into
18 compliance and operating under the law?

19 A I -- I have never been or had the attitude
20 of not -- not complying. I've been complying to the
21 best of my ability and knowledge diligently. The --
22 I caught most of what you were explaining but not
23 all of it. The reason for not doing a testing of
24 the waters since, I guess, February or March, I
25 don't remember which, is that I was under a

1 different understanding.

2 Lori Jean was previously our operator
3 and the one that took all these samples and reported
4 them into the DNR laboratories. When she resigned,
5 which is -- I did not realize or was not
6 knowledgable, I guess, in the fact I could have done
7 that myself or had maybe one of my employees or
8 somebody that I work with actually go out and do
9 these -- do this water testing and turn it in, even
10 through the public service there in Wentzille.

11 I recently learned that I can do that
12 from Ms. Johnson, Jackie Johnson, at DNR. I did not
13 understand that in the previous, so I was trying to
14 find new operators, which was almost impossible for
15 the Pulaski County area. But I have learned
16 something since then also, which I have already
17 done. I have already applied for -- or put my,
18 basically, application in with the DNR Springfield
19 department or branch, a Mr. McDaniel, where I can
20 attend the classes to acquire a DS-I permit or a
21 DS-I certification from the DNR, and that would --
22 would suffice or replace the lack of an operator and
23 also give me authority to do the testing.

24 Because even though I can do the
25 testing now, from my new understanding, which I

1 intend to implement that on -- in the first month of
2 July, which is the only a few days from now to get
3 the testing back in place. The -- excuse me. I
4 have applied for that particular position; even
5 though I can do the testing, I would still have to
6 satisfy the operator requirement for the public
7 water systems like Rolling Hills and the other two.
8 So with the DS-I, myself as the owner, I guess,
9 would satisfy that requirement by -- for the DNR.

10 Q Mr. Blevins, you haven't addressed
11 the CCM issue yet. You said you were withdrawing
12 your application, but from my view, you still fall
13 under PSC jurisdiction for regulation until you
14 reach an agreement with staff, regardless of whether
15 or not you think you do, the statute in the case law
16 says that if you're operating a system for gain,
17 whether or not that gain is actually profit or not,
18 it is just compensation. So, can you say why now
19 you are withdrawing your application for a CCM?

20 A Well, the reason, in my opinion, when I
21 received those 42 requests for information, I found
22 that it was just not really possible for me to
23 provide that to the staff. It was built more on the
24 line of a utility company. I don't believe that
25 these are actually utility companies that would fall

1 under the for profit, and, in fact, the three public
2 water systems that I now have been registered with
3 the State of Missouri as a not-for-profit
4 organization.

5 Q Okay. That's helpful that it is now
6 registered as a not-for-profit. I was unaware of
7 that. That's helpful. Hopefully, I can look into
8 that and verify that. Appreciate it very much.
9 Thanks, Mr. Blevins.

10 A Okay, thank you.

11 LAW JUDGE CLARK: Are there any further
12 Commission questions at this time? I got a
13 couple questions for you, Mr. Blevins.

14 QUESTIONS

15 BY LAW JUDGE CLARK:

16 Q I'm going to save a lot for your testimony
17 because I kind of want to go into more detail there.
18 I'm going to follow up a little bit on what Chair
19 Hahn said about CCNs. Why do you believe a CCN is
20 not applicable to your systems?

21 A We -- we don't have a staff to go along
22 with all the requirements of -- of a utility
23 company. And it is -- and it's still, in my
24 opinion, that it's not big enough. There's no --
25 there's -- each one of these water wells by

1 themselves will not qualify under the DNR as 15
2 connections or 25 users except one, which is the
3 Rolling Hills, which is only well out there that's
4 serving 18 connections at the present time. Well,
5 there was two wells out there previously, but one of
6 those wells was previously sold some time back.
7 That was probably a mistake.

8 Q Well, and I'm summarizing here, is your
9 argument that it would be too onerous for you to
10 be -- or too much of a burden to be regulated?

11 A No, no. Too onerous would not be the
12 burden. The burden is that all the requirements
13 that go with such a small amount of income.

14 Q Now, you understand that the requirements
15 to be regulated by the Public Service Commission are
16 different than the requirements that the DNR may
17 have in terms of number of connections for them to
18 oversee it, correct?

19 A No, sir, not to my knowledge. What is the
20 requirement then if the Commission has different
21 requirements? I assume -- I'm not familiar with it
22 then.

23 Q Well, I understand you may have that
24 question. I'm not here to answer questions today.
25 Staff would be putting witnesses on, and you're

1 certainly welcome to ask those questions of Staff's
2 witnesses.

3 A Yeah, I understand.

4 Q Now, you mentioned employees in your
5 opening. Does -- do you have any employees?

6 A No, I do not have employees.

7 Q Then why did you mention employees?

8 A Well, I think I said employees or people
9 that work for me. They're either contract or maybe
10 a different situation, not particularly an employee.
11 I don't regulate their time; it would be
12 subcontracted, maybe.

13 Q Are these individuals you hire to do
14 particular jobs on a well?

15 A No, not any particular one. I may have
16 hired them to -- I had one individual, which I don't
17 know, but I have one individual that lives on the
18 property and he goes with me to service whatever I'm
19 servicing, either construction or wells or whatever.
20 He's not an employee.

21 Q Now, at one point you used the system,
22 "turn the system over to DNR", and I didn't
23 understand what that meant. What do you mean by
24 turn a system over to DNR?

25 A Turn a system over to -- I don't -- I

1 don't know -- I don't recall that, turn a system --

2 Q It was just a phrase you used in your
3 opening. At some point you said, "I turned the
4 system over to DNR." I didn't understand --
5 understand what that meant?

6 A Well, I also don't know what that meant in
7 reference to turning it over to DNR. I don't know
8 what I was referring to at that time but I guess --
9 or recall.

10 Q Are you aware what wells you currently
11 own?

12 A Yes, sir.

13 Q And do you know how you own them?

14 A Yes, sir, I do.

15 Q So when you take the stand later, I'll be
16 able to ask you about that?

17 A Absolutely.

18 LAW JUDGE CLARK: Okay, thank you. I have
19 no further questions. Are we ready for our
20 first witness?

21 MS. KERR: Yes.

22 LAW JUDGE CLARK: Okay. Staff, you may
23 call your first witness.

24 MS. KERR: I call Jeff Grube.

25 LAW JUDGE CLARK: And, Mr. Grube, you may

1 have a seat right there. Before you sit down,
2 I'm going to ask you to raise your right hand
3 and be sworn.

4 (Jeff Grube sworn.)

5 LAW JUDGE CLARK: Go ahead.

6 DIRECT EXAMINATION

7 Q (By Ms. Kerr) Good morning. Could you
8 please state your name and spell it for the record.

9 A Jeff Grube, J-e-f-f, G-r-u-b-e.

10 Q And are you employed by anyone?

11 A Yes, I work with Humana.

12 Q And where do you live?

13 A St. Robert, Missouri, down in Pulaski
14 County, 24461 Tigger.

15 Q Excuse me, and how long have you lived
16 there?

17 A We lived since July 2004 -- July 2014.

18 Q So about ten years?

19 A Yes.

20 Q Okay.

21 LAW JUDGE CLARK: I'm going to interrupt
22 for just a second. Mr. Grube, you were a
23 former customer, correct?

24 THE WITNESS: Yes, sir.

25 LAW JUDGE CLARK: And under PSC's rules,

1 customer specific is confidential, so you
2 understand by testifying here today that you're
3 waiving that and you're providing information?

4 THE WITNESS: Yes, sir.

5 LAW JUDGE CLARK: Okay, go ahead.

6 Q (By Ms. Kerr) Thank you. Are you familiar
7 with Mr. Travis Blevins?

8 A Yes, ma'am.

9 Q How do you know him?

10 A He lives approximately 300 yards down the
11 road. He also provided water for us since 2016, up
12 until February of this year.

13 Q And when you moved into the area, is
14 that -- is that a particular subdivision you live
15 in?

16 A It's a Misty Mountain subdivision --

17 Q Okay.

18 A -- is what it is.

19 Q And you said which road do you live on?

20 A Tigger.

21 Q Okay. And you said when you first moved
22 into your house, I guess, first of all, who was the
23 company or entity that was providing your water
24 supply?

25 A So originally it was Jim Parsons who owned

1 the well that provided the water. Don Baker ran it
2 along with Baker Construction, who we paid our \$30 a
3 month to them at their business location. We paid
4 them up until 2016, and it was a known agreement
5 that we had.

6 Q And then you said it changed to -- in
7 2016. What happened in 2016?

8 A In 2016, we were served with a letter in
9 September from Mr. Travis Blevins that he was now
10 going to be our utility provider for water, and we
11 were to pay him directly.

12 Q And did you sign a contract with
13 Mr. Blevins?

14 A We have never signed a contract, a service
15 agreement, nothing with Mr. Blevins. The only thing
16 we have received is, I'm your water provider; you
17 pay me or get shut off.

18 Q Do you get water bills, monthly water
19 bills from Mr. Blevins --

20 A No.

21 Q Or did you?

22 A Never received a water bill, unless you
23 were past due, then you got a notice it was going to
24 shut be off if you did not pay it.

25 Q Okay. So did you ever find -- did you

1 ever -- did you ever know what the rate was? Like,
2 how that was calculated? Was it on usage, amount of
3 usage, or do you know?

4 A No, when we first purchased the home, we
5 knew it was a flat \$30 monthly fee that we pay.
6 They, like I said, Jim Parsons, Don Baker, they're
7 the ones who managed it for the most part. Parsons
8 is the one who did all the maintenance. We knew it
9 was a \$30 monthly fee that we paid. We understood
10 that without any problems.

11 Q Okay. What happened when Mr. Blevins
12 became your provider?

13 A Well, the -- whenever we had an issue
14 before that, we would call Mr. Parsons or we called
15 Baker Construction, and they would respond really
16 quick. They were very cooperative; they worked with
17 us; they let us know what was going on. We didn't
18 have issues. The well house was maintained and
19 things like that. What we started to notice,
20 really, was that stuff was kind of shady, because we
21 had to make our checks out -- we seen different
22 business names in the notices that we received.

23 So when we received these, then we'd
24 make the check out to that and Travis would tell us,
25 no, you have to make the check out to me. As well,

1 we just seen a lack of maintenance. I mean, you
2 just see a pile of trash sitting outside of the well
3 house. If he went into the well house ever. So it
4 just became just an eyesore for our community, and
5 it just kept rolling down that same hill. We had
6 service interruptions that really started to upset
7 us and have no response to those, as well as the
8 increased rate hikes with no maintenance. I mean,
9 that's kind of an open question with what the issues
10 are.

11 Q Okay. You said you got -- you were told,
12 I guess, make your checks or payments payable to
13 different business names. Can you explain what you
14 mean by that?

15 A No, whenever he would serve us his
16 notices. One time it would say Misty Mountain Water
17 Works; then it would say Travis Blevins; then it
18 would say -- I don't even remember all the names --

19 Q Okay.

20 A -- on the forms, but, basically, he would
21 give us all these forms with the business names on
22 them, and then you would try to write a check out to
23 him, to that business name, and he would say, no,
24 you got to make it out to my name. So you couldn't
25 write a check in his name. You couldn't put it in

1 his mailbox because someone would steal it, so you
2 had to hand deliver it to him, but you never could
3 receive a receipt.

4 Q Okay. Did you -- were you able to mail in
5 your payments before, before Mr. Blevins?

6 A Before Mr. Blevins, we would take them
7 down to Baker Construction, which is the building in
8 St. Robert, I do not remember the address that
9 Mr. Blevins owns now, we would go in and pay Baker
10 Construction. He would give us a receipt right
11 there.

12 Q Okay.

13 A Without a doubt.

14 Q Ms. Aslin is going to hand you what's been
15 marked Exhibit 1.

16 (Staff Exhibit 1 marked.)

17 A Okay, thank you.

18 Q (By Ms. Kerr) Those are three separate
19 letters in that exhibit. Can you -- do you
20 recognize those?

21 A Yes.

22 Q Can you tell the Commission what those
23 letters are?

24 A Well, first, the letter was basically --
25 it was originally in 2018, then it was duplicated

1 again as you can see with the 1/9/20 date on there,
2 but that basically listed that, hey, our fees were
3 increasing to \$45 a month along with the late fees
4 and things like that. But as you can see, there's
5 no agreement in any of this. You will pay this or
6 your water is shut off. And it's not a bill. This
7 isn't something we received monthly. This was once
8 in a while we would receive notices like this, and
9 this is how we would be informed that our fees were
10 increasing --

11 Q That's --

12 A -- or changing.

13 Q You're referring to the first page now?

14 A Correct.

15 Q And what about the other two letters that
16 are attached there?

17 A The second one here is -- let's see, let
18 me read it quick. Oh, this is the one where Travis
19 chose to inform me that we had not paid our water
20 bill. So, previously, we had paid six months or 12
21 months in advance always. And I have to get the
22 canceled check for this one here, but we were paid
23 for one year in advance, and he tried to tell me we
24 were not. Then he wanted me to go back and get all
25 my canceled checks. I said one, well, there's one

1 canceled check; I refuse to do that, because we paid
2 every year July to July.

3 Q Uh-huh.

4 A This is the timeframe after this letter
5 when we quit paying six months in a year at a block
6 because this was a common occurrence in our
7 community.

8 Q Okay. So what did you -- you said you
9 quit paying six months in advance. What -- did you
10 start doing something different?

11 A Yes, we started paying two to three months
12 at most until 2023 when we paid no more than 60
13 days.

14 Q Okay. And you remember --

15 A That's what that note is on the back as
16 well.

17 Q Okay. You received these from
18 Mr. Blevins?

19 A Yes, ma'am.

20 Q Did you ever sign a contract accepting the
21 terms of these -- the payment?

22 A That was never an option. Like I said,
23 you were given this by him or these people that work
24 for him or his grandkids, his granddaughter.
25 They're the ones that worked for him. So either

1 Mr. Blevins would bring it to us or his grandson
2 would bring it us.

3 Q Okay.

4 A And that's all -- there was no discussion.
5 This is what you're going to do or it was dropped in
6 our mailbox until there were complaints filed with
7 the United States Postal Service.

8 Q Okay. Did he ever explain to or give you
9 an explanation of how he came up with the amounts or
10 the rates, the monthly rate?

11 A No, when he was questioned about it about
12 anywhere between here and now, when he was our water
13 provider, he was just, like, that's just the rate.
14 He would say once the DNR got involved and the PSC,
15 oh, well, they're charging me over \$1,000 a month so
16 I have to increase your rates.

17 Q Okay.

18 A That's the only thing. There was
19 no actual calculation or anything that he would ever
20 explain.

21 Q Okay. I asked that -- move that Exhibit 1
22 be entered into evidence?

23 LAW JUDGE CLARK: Any objections to
24 admitting Exhibit 1, the Misty Water Works
25 correspondence with Mr. Grube onto the hearing

1 record.

2 MR. BLEVINS: No -- no objection.

3 LAW JUDGE CLARK: Exhibit 1 will be
4 admitted onto the hearing record.

5 (Staff Exhibit 1 admitted onto the hearing record.)

6 LAW JUDGE CLARK: Go ahead, Ms. Kerr.

7 Q (By Ms. Kerr) And what was your -- did you
8 contact Mr. Blevins when you got these letters?

9 A Well, I generally -- I would call him or I
10 would go and meet him on the road when he goes by
11 the house. Frequently outdoors, I would see him
12 drive by because he drove multiple times every day
13 to and from town, so I would go out and say, hey,
14 Travis, what's up with this? Or I would stop in
15 town at -- I don't know what to call the place.
16 Where -- he has an establishment in town with quite
17 a bit of stuff around it.

18 Q Okay.

19 A I think he's referred to it as an antique
20 store, I believe. That's where I would stop
21 otherwise and have a conversation with him --

22 Q Okay.

23 A -- or at his house.

24 Q And what was the response you get from
25 Mr. Blevins?

1 A In regards to the rate?

2 Q In regards to these letters and the rate,
3 yes?

4 A That's just what it is. He wouldn't flat
5 out -- that's what it is. There's no discussion of
6 it.

7 Q I'm going -- Ms. Aslin is going to hand
8 you what's been marked as Exhibit 2.

9 (Staff Exhibit 2 marked.)

10 Q (By Ms. Kerr) That's got a front and back
11 page. Do you recognize what that is?

12 A Once again, this was just another one of
13 his changes in names because now we're Misty
14 Mountain -- Misty Water Works, and basically saying
15 that our fees were increasing.

16 Q Okay. When did you get those letters?

17 A The -- somewhere right around the date
18 that's on the top.

19 Q Okay.

20 A That's generally pretty close to it. So I
21 can't remember the exact date, though.

22 Q That's okay. And, so, the letter that has
23 the Outlaw's Corral, that's the first page, first of
24 all, is that the business that you were just
25 referring to?

1 A So I think you have it backwards. The
2 Misty Water Works, that's dated June of '21 --

3 Q Uh-huh.

4 A -- would be the first one. Then he
5 changed the name to the Outlaw Corral, which is then
6 dated December '21. So we've already made --

7 Q Sorry, you're right.

8 A -- from Misty Mountain Water Works to
9 yeah, so, yes.

10 Q Okay, sorry.

11 A It's tough to keep them straight so --

12 Q So, I asked you if that Outlaw's Corral,
13 is that the business that you were just referring to
14 that you stop at?

15 A Yeah, that's the address of it, yep.

16 Q Okay. And the customer letter with the
17 Water Works letterhead, I guess what should have
18 been the first page going by the date anyway, what
19 would be the circumstances behind getting those
20 letters?

21 A Same thing. You'd either get them thrown
22 in your mailbox or they'd hand them to you at the
23 door.

24 Q Okay.

25 A And that would be it. There's one key

1 thing out of that letter that we really -- started
2 raising alarm bells for all of us.

3 Q What is that?

4 A The third block on that page. "It's our
5 intention to provide improved water service,
6 maintenance, upkeep and operating equipment overall
7 policy management." There was no maintenance ever
8 done.

9 Q Okay.

10 A If the system went out, we didn't have
11 water, yes, then something would be done.
12 Maintenance? Never.

13 Q Okay. And just a note for the record,
14 this letter was attached to the complaint that was
15 filed in this case as Attachment A. Now, on that
16 Misty Water Works letter, it says there on the
17 second paragraph, that last sentence, "Your request
18 to look over the provider agreement attached." Did
19 you ever get such an agreement?

20 A No. We have never -- nope. That is the
21 most -- this is the type of documents we would get
22 from Mr. Blevins.

23 Q Okay.

24 A There was no agreements ever attached for
25 nothing.

1 Q Okay.

2 A I would say one exception to that in
3 regards to him forming his utility HOA.

4 Q Okay. But other than that, with regards
5 to the rates and when you were receiving water
6 service from him --

7 A There was never an agreement.

8 MS. KERR: I ask that Exhibit 2 be entered
9 into evidence.

10 LAW JUDGE CLARK: Any objection to
11 admitting Exhibit 2, the Outlaw's Corral,
12 letter into the hearing record?

13 MR. BLEVINS: No objection.

14 LAW JUDGE CLARK: Exhibit 2 will be
15 admitted into the hearing record.

16 (Staff Exhibit 2 admitted into the hearing record.)

17 Q (By Ms. Kerr) Had you received other
18 letters like those regarding your water bill?

19 A Yes. Frequently, I know I submitted
20 several of them to the PSC in the complaint.

21 Q All right. Ms. Aslin's going to hand you
22 what's been marked as Exhibit 3.

23 (Staff Exhibit 3 marked.)

24 Q (By Ms. Kerr) I believe there are five
25 letters or notices included in that exhibit. Do you

1 recognize that, what those are?

2 A Yes.

3 Q Can you tell the Commission what they are?

4 A Well, the first one, again, was where the
5 title is changed again for the water provider with
6 Mr. Blevins. It's changed again. The second letter
7 that's on there is another one of the rate
8 adjustment letters. The third one is when the DNR
9 became involved in it. And he states in here that
10 because he has an operator and things like that,
11 that fees are going to go up on us again. So --

12 Q That's basically what the other two
13 letters are as well?

14 A Yep. He says, you know, on the bottom of
15 that, you owe Outlaw's Corral \$1,000 per month for
16 the public system to operate under. Well, he had
17 four wells in Misty Mountain. I'm on one. You're
18 telling me it's 1,000 a month. An operator does not
19 cost 1,000 a month I know with our HOA.

20 Q Okay.

21 A So, yes, that's what all of those are.

22 Q Was there anything that stood out to you
23 or concerned you about these letters?

24 A It was the constant name change. Was he
25 trying to hide something, what's going on? Why --

1 if you have something going on, you don't expect a
2 business to continually change names nonstop. With
3 the continual increase in rate, with the lack of
4 maintenance. I mean, I submitted photos as well to
5 the PSC in regards to the debris in the well house,
6 constantly having to go over to the well house to
7 put the heater over there so things didn't freeze in
8 the winter. At least two or three times every year
9 in the winter when it got cold, I have to go over
10 and make sure things were good, put my tube heater
11 in there. So there was no maintenance.

12 Q Okay. And you said you paid -- you were
13 paying a year to six months in advance. Do you know
14 if he offered that to other people that were on the
15 system?

16 A Yeah, he'd offer the same thing, I'd give
17 you a discount rate if you pay me a year in advance.
18 That's what he would do. The biggest thing for me
19 was the convenience because you couldn't put it in
20 his mailbox, and until that letter, now he gives you
21 a PO box that you could mail it to, but we had
22 problems because if you put something in his mailbox
23 or you mail him something, he may not get it because
24 somebody stole it.

25 Q Okay.

1 A I mean, it's just like getting texts and
2 phone calls, hey, pay me on this app, a
3 granddaughter, pay me on this app for your water
4 bill instead of taking a check to Travis. No, I'm
5 not paying you on an app. Come to find out, Travis
6 and I had a conversation about that, and she was
7 stealing money from him, he told me.

8 Q Okay. So when did that happen?

9 A That happened in November of 2023.

10 Q Okay. And, so, how did you find -- I
11 mean, can you explain that?

12 A Well, I can explain that, yeah. So my
13 neighbor was complaining that Travis kept saying
14 things got taken out of his mailbox, and she had to
15 keep making out checks. She was asking me how I
16 deal with things like that, and I said, I just take
17 it to him so I don't have that problem anymore.

18 Well, in November, I got a phone call
19 and a voicemail from his granddaughter requesting
20 that I pay through Cash App or PayPal or something
21 like that instead of paying by check and wanted me
22 to send it electronically to her, and I had a
23 conversation with Travis right at his front porch.

24 Q Okay.

25 A And I said, Travis, what's going on with

1 this? I said, I'm not doing this; I do not trust
2 her, no. I'm not. He said, don't do it. She's
3 already got into my bank account and stole money
4 from me; that's what she's trying to do.

5 Q Okay. Do you know if other homeowners
6 received similar letters to these that are in
7 Exhibit 3?

8 A Oh, absolutely.

9 Q How do you know that?

10 A Without a doubt. Because I've seen how
11 many of them -- the neighbors have reached out to
12 me. We've had discussion about the letters. They
13 have been sent to the PSC. I mean, we had numerous
14 conversations as a community, all of us as users,
15 especially with forming our HOA, that these are the
16 types of letters that all of us received.

17 MS. KERR: Okay. I'll ask that Exhibit 3
18 be entered into evidence.

19 LAW JUDGE CLARK: Any objections to
20 admitting Exhibit 3, the Misty Water Works to
21 Mr. Grube onto the hearing record?

22 MR. BLEVINS: No objection.

23 LAW JUDGE CLARK: Exhibit 3 is admitted
24 onto the hearing record.

25 (Staff Exhibit 3 admitted into the hearing record.)

1 Q (By Ms. Kerr) Do you know who owned the
2 well that your water was coming from? Did you ever
3 find out?

4 A Yeah, we found out in January of this
5 year, because we always assumed that it was --
6 originally, we thought it was Jim Parsons owned it,
7 well, and then we were told that Travis owned it.
8 That's what we assumed until January of this year
9 when we started discussing in regards to this HOA
10 that Travis was forming that we wanted to buy into
11 if we wanted water supply.

12 Q Okay. I'll get into that and I'll ask you
13 some questions about that later.

14 A Yeah.

15 Q So did you ever find out who owned your
16 well? Or the well you were getting water from?

17 A Yes, our neighbor across the street is the
18 owner of that well, (name stricken). Sorry, Judge.
19 That's a provider, I'm sorry.

20 LAW JUDGE CLARK: Is that a customer?

21 THE WITNESS: Yes.

22 LAW JUDGE CLARK: Can we strike that name?

23 MR. BLEVINS: I have no objection --

24 LAW JUDGE CLARK: Mr. Wallis, would you
25 strike that name from the record?

1 THE COURT REPORTER: Yes, sir.

2 MR. BLEVINS: I'm sorry --

3 LAW JUDGE CLARK: And, Bryan, would you
4 make a note?

5 THE WITNESS: I'll stop.

6 MS. KERR: Please don't name names of
7 other customers.

8 LAW JUDGE CLARK: Be careful not to do
9 that, thank you. And I understand it's easy to
10 accidentally slip into --

11 Q (By Ms. Kerr) What did you find -- what
12 did you out about the ownership of that well?

13 A That well has always been owned by that
14 property owner of that home. That homeowner has
15 always been paying the taxes on that well. There
16 was a service agreement that was signed with Don
17 Baker and the previous owner of that property to
18 provide water which expired in 2014. So Travis had
19 never any home -- had any ownership of that well.

20 Q I think you said the problems with the
21 water service started about the time that
22 Mr. Blevins took over the water supply. Do you know
23 when that was?

24 A I don't think it started right away in
25 2016. I think it really -- we started seeing things

1 later in '17 and '18. Especially in '19 is when we
2 had the significant struggles. Do you want me to
3 elaborate on those?

4 Q Sure, go ahead. It will save me some
5 questions.

6 A So, in July 2019, the Taylor Well that
7 Travis Blevins was operating, failed. At that time,
8 the reason that I knew that occurred, is because we
9 lost water in July and I'm, like, what's going on?
10 I couldn't get ahold of Travis on the phone, and
11 it's the middle of July. So I went over to the well
12 house, and I'm, like, why is the water shut off?
13 Well, I turned the water on. Then Mr. Blevins
14 called me and told me, you got to turn it back off
15 because I'm trying to fix the Taylor Well. I'm
16 tying the two together.

17 Q Okay.

18 A So the Taylor Well went down and failed,
19 the pump did, in July of 2019 when Mr. Blevins was
20 operating it. He tied it into the Tigger Well,
21 which is our Tigger-1, the large Tigger Well, our
22 Tigger Well failed then in August of 2019. Flynn
23 came out, the well provider, came out, the company
24 did, pulled our pump, placed another pump back down
25 in. We were still connected to Taylor. Then they

1 cut a hole in the roof again, pulled that pump about
2 a week later because we were without water for about
3 three or four days, dropped a new pump down in.

4 It was good from then. We had water
5 supply. We were providing Taylor Water Well since
6 July 2019 all the way up until two weeks ago, our
7 well was. The problems were, the trash that was
8 left; the hole in the roof that was never fixed. I
9 gave Travis the metal to replace the roof on the
10 Tigger Well twice.

11 Q And what happened?

12 A Green metal, never fixed it. My neighbor
13 also gave him metal to repair the roof. It was
14 never fixed. It finally got repaired September 14th
15 of '23. A piece of metal was put over the top, as
16 well as cleaning out the well house.

17 Q Do you know who did that?

18 A Travis's grandson.

19 Q And, at some point, you contacted the
20 Public Service Commission, right?

21 A Yes, absolutely, I did that in 2020. That
22 was my initial contact.

23 Q Okay.

24 A With the fall of 2020.

25 Q Okay. Did you file a complaint then also

1 in May or sometime in 2022?

2 A Yes, in 2022, is when I went to a training
3 and I found out the phone number and name of the
4 director for the PSC at this training. So that was
5 my next call. And then I filed another complaint.

6 Q Okay.

7 A Because something had to change.

8 Q Okay. So what happened in 2020 when you
9 contacted the PSC? Do you remember when that was
10 going on?

11 A I received -- I think I did that online,
12 if I remember right, when I filed the -- that I sent
13 the e-mail in. I know that Curt talked about it at
14 that Town Hall when we had that -- then they had
15 kind of a changing of the guard of director and
16 stuff, and it kind of got missed a little bit.

17 Q Okay. That was -- you're referring to
18 Curt Gateley?

19 A Yeah, yep.

20 Q And --

21 A He can speak to that more what happened
22 between that time frame so --

23 Q Right. And so in -- so it's really in
24 2022, you started dealing with the PSC?

25 A Yes, ma'am.

1 Q And who did you primarily deal with at the
2 PSC?

3 A Adam was the main one that I went to.
4 Curt I talked to a couple of times.

5 Q Okay. That is -- I'm sorry is that Adam
6 Stamp?

7 A Yes, yes.

8 MR. BLEVINS: May I interrupt, please?
9 I'm sorry.

10 LAW JUDGE CLARK: Yes, Mr. Blevins.

11 MR. BLEVINS: I've got an urgent
12 requirement with the restroom.

13 LAW JUDGE CLARK: Why don't we take about
14 a ten-minute recess? It's a good time to take
15 one anyway. So why don't we come back at
16 10:35.

17 (Wherein, a short recess was taken.)

18 LAW JUDGE CLARK: Okay, let's go back on
19 the record. It's now 10:35. We're back from
20 recess. Ms. Kerr, you can continue your
21 questioning.

22 Q (By Ms. Kerr) Thank you. So I think we
23 were starting to talk about when you contacted the
24 PSC, okay. And I think you had said you primarily
25 dealt with -- primarily dealt with Adam Stamp and

1 Curt Gateley?

2 A Yes. Adam was the primary. Like I said,
3 Curt I just talked to just a couple times.

4 Q And what kind of -- what kind of contact
5 did you have with Adam and the PSC since then?

6 A Quite a bit of routine contact with
7 Mr. Adam Stamp with regards to updates, making him
8 aware of different situations that have occurred.
9 Do we want to get into what we've done over the last
10 four months yet or --

11 Q I'll get into that.

12 A Okay.

13 Q And you say routine contact. What do you
14 mean by that?

15 A Through phone calls, e-mails, those were
16 the main. Just about things that were going on,
17 what's going on with the case. We're really getting
18 frustrated as users, as receivers of the water.

19 Q Okay.

20 A That's kind of the update, and then we
21 would send updates to Mr. Stamp and to the PSC from
22 our experience and our side.

23 Q About how often would that happen?

24 A I'd say before the first of this year,
25 probably what? Every other month. Every month.

1 Something like that. I have to go back to be sure,
2 but I would say about every 45 days.

3 Q Okay. And since January, I guess?

4 A Since January, it's been almost weekly.

5 Q Okay. And what changed in January?

6 A Once we found out that Mr. Blevins had no
7 ownership of our Tigger Well and the nine
8 households, there were ten because Mr. Blevins was
9 attached to it, when the nine households that were
10 serviced by that well agreed to form our own mutual
11 HOA, not an utility HOA, a mutual HOA, then there
12 were issues identified, so there was closer
13 communication with both Jackie Johnson with the DNR
14 and with Adam Stamp with the PSC related to what
15 we're doing with the HOA being formed.

16 Q Okay. And then the PSC held a public
17 information meeting in June '23 of Waynesville --

18 A Yes, ma'am.

19 Q Did you go to that? Did you attend that?

20 A Yes.

21 Q How did you find out about it?

22 A We received a letter in the mail and
23 notification of it.

24 Q From --

25 A Uh --

1 Q Was it from the PSC?

2 A It was from the State of Missouri. I
3 believe it was the PSC that it came from. I'd have
4 to reference it for sure, but I'm pretty sure that
5 came from the PSC.

6 Q Okay. What was your -- did you have a
7 reaction when you received that notice, was it?

8 A We're, like, finally somebody is going to
9 do something. Somebody is looking into something.
10 Somebody wants to find the information out to
11 resolve the issues, because really, we felt like
12 nothing was being done.

13 Q Okay. You had attended the meeting?

14 A Yes.

15 Q Do you know about how many other
16 homeowners attended?

17 A It was approximately, what, 100 people?
18 It filled out the auditorium. There were standing
19 room only. So there was at least 100, I'd say.

20 Q Okay. Do you remember was it the -- where
21 was it?

22 A It was at the Waynesville -- what do they
23 call it? I think it's the Waynesville Municipal --

24 Q Was it their government building?

25 A Yes, yeah, it's one of them. They have

1 two separate ones.

2 Q Okay.

3 A So that was really the kind of public
4 works building and that's the one it was in.

5 Q Okay. Was Mr. Blevins there?

6 A Yes.

7 Q Did you talk to him at all when you were
8 there?

9 A No. The intention and the purpose of the
10 meeting was to give the DNR the PSC information.

11 Q Okay.

12 A I didn't have any conversation with
13 Mr. Blevins that day.

14 Q Okay. And do you remember how -- what his
15 demeanor was during the meeting?

16 A Uh --

17 Q Or did you pay attention?

18 A Yeah, I paid attention. Probably a good
19 word for it would be -- it was tense that night at
20 that meeting for sure. I took it as -- it was
21 almost standing on your back heels, Mr. Blevins was,
22 that he's done everything he could; he's doing
23 everything he can; he doesn't even know why this
24 meeting is occurring.

25 Q And can you just tell me about that

1 meeting or tell the commissioners about that
2 meeting?

3 A It was pretty, like I said, tense that
4 night. There were some heated conversations that
5 went on. A lot of conversations went on because of
6 the inconsistencies in his billing practices and
7 communication. We were sitting next to other
8 providers of Mr. Blevins' utility, water utility,
9 that were paying \$20, \$25 a month, and here we're
10 paying 45, \$50 a month for water. So there was a
11 lot of heated conversations that went on that night,
12 a lot of frustration. That's why I said it was
13 quite tense in the room that night.

14 Q Do you think the PSC got -- what kind of
15 information would you say the PSC got from the
16 homeowners?

17 A I think there was a lot of individuals
18 there, homeowners, that were finally able to voice
19 their frustrations to somebody. So I think that
20 they got good information, but I think they kind of
21 got more than what they anticipated for information.

22 Q What do you mean by that?

23 A There was a lot thrown out. A lot of
24 information thrown out. Like the name change
25 information was thrown out, and I don't think they

1 were even aware of that. I mean, that's my opinion
2 on it, so you would have to ask them. But I think
3 there was a lot more information that they gathered
4 that night than what they even expected to gather.

5 Q And what do you mean by that? What kind
6 of information?

7 A His billing practices, his threats to shut
8 off water, lack of maintenance, the constant name
9 changes, the people that he has work for him are
10 family. Well, there was a lot of topics that night.
11 Yeah, there was a lot. So I think the PSC got more
12 than what they expected when they came down. That
13 it was a bigger problem than what they ever
14 realized.

15 Q Okay. Was DNR there as well?

16 A I believe Jackie was there that night.

17 Q That's Jackie Johnson?

18 A Yes, I believe -- I believe so.

19 Q Did you have any conversations with her?

20 A No, not that night, no.

21 Q Did you talk to Adam, Mr. Stamp, while you
22 were there that night?

23 A Yeah, I talked to Adam -- and I talked to
24 one other -- from the PSC, I can't remember his
25 name. One of the representatives from the PSC that

1 had came out to our house before.

2 Q Okay.

3 A You have to ask Adam who he brought with
4 that day. I don't remember who that was.

5 Q Okay. Now, do you think anything was
6 done -- strike that. So turning to January and
7 February of this year of 2024, you referred to an
8 HOA that you and your neighbors formed for the
9 purpose of serving your homes with the water service
10 rather than Mr. Blevins; is that right?

11 A Correct.

12 Q Okay. And before you formed your HOA or
13 homeowner's association, first of all -- does that
14 have a name?

15 A Our homeowner's associations --

16 Q Yes.

17 A -- that we -- that all of us formed on the
18 Tigger Well?

19 Q Yes.

20 A We call it Tigger Water Well HOA.

21 Q Okay. Now, before you did -- before you
22 formed your homeowner's association, did you know
23 that Mr. Blevins tried to form his own HOA?

24 A Yes, absolutely.

25 Q And how -- how did you find out about

1 that? How did you know that?

2 A We received a letter that was once again,
3 stuck on the front door. Actually, it was on the
4 step of the front door. It wasn't even a knock. It
5 was just come up and toss it on our front step by
6 our door. That's how we were informed of it.

7 Q Ms. Aslin is going to hand you what's been
8 marked, I believe, 4? Exhibit Number 4.

9 (Staff Exhibit 4 marked.)

10 Q (By Ms. Kerr) Do you recognize what that
11 is?

12 A Yes.

13 Q And what is that?

14 A Once again, this was just communication to
15 the PSC about what we were receiving from Mr. Travis
16 Blevins.

17 Q That --

18 A This --

19 Q I'm sorry.

20 A This was -- the first notification was
21 that October 23rd, which is the third page of the
22 HOA requirements for us to join.

23 Q Okay. And the last two pages, the last
24 two or three pages of that exhibit, are those the
25 letters that you included in the e-mail you sent to

1 Mr. Stamp?

2 A Yes, ma'am.

3 Q Okay, it's just easier to read.

4 A Yeah.

5 Q Okay.

6 A I didn't mean to send them in picture form
7 instead of attaching them.

8 Q That's okay. So why did -- I guess, what
9 was the reason for sending it to Mr. Stamp?

10 A Because there were conversations going on
11 already amongst myself and my neighbors that our
12 serviced off the Tigger Well in regards to
13 ownership. In Pulaski County, we have a GIF system,
14 a GIS mapping system. We could not identify that
15 Travis owned that well. We had already
16 conversations prior to the receivership case that
17 occurred, does Travis really own this well? So
18 that's why I sent these to Adam so that he was aware
19 that this is what's going on.

20 To me, you can't form an HOA and tell
21 someone you must give me this money and then you
22 must still pay me this every month. That's not the
23 way a HOA works, in my opinion. So that's why I
24 kind of sent these to Adam, so the PSC was just kind
25 of aware. And then that's when I had a conversation

1 with Travis, the last weekend in November, related
2 to these, and this is when I started to get on the
3 phone with the Attorney General's Office in
4 Missouri.

5 Q Okay. I want to focus on the attached
6 letters. It's probably easier to just go to the
7 last couple of pages than try to --

8 A Yeah.

9 Q -- than try to read what was pictured.
10 These came from Mr. Blevins?

11 A Yes.

12 Q Both of them came from Mr. Blevins?

13 A Yes.

14 Q And do you know who all -- who all got the
15 letter -- these letters?

16 A Almost every one of my neighbors I know
17 got it, because right away we were texting back and
18 forth, calls, what's going on? What is this? And
19 then in November after the hearing, then, you know,
20 even around that timeframe, I had a few neighbors
21 calling me, what are you doing? Are you going to
22 join, or what are your plans, they would ask.

23 Q And did it cause you to do anything, take
24 any action?

25 A So the first thing I'm one of them --

1 outright, straight, honest. I went right to
2 Mr. Blevins, the last weekend in November, and I'm
3 like, what is the deal with this? Because by this,
4 you want me to pay you \$3,000; you're going to form
5 a HOA, but, yet, I still have to pay you? So who's
6 all over this; what's going on? And he's like,
7 yeah, that's just the way it's going to work. So I
8 said you want us to pay you \$3,000 per household,
9 \$27,000 for a well and you're going to leave us with
10 \$0. What happens if the pump goes down? Oh, it
11 won't; it won't.

12 Well, I said the well has been there
13 for four years servicing 15 connections with Taylor
14 Well still being down, so you're going to leave us
15 with nothing. He says, yeah, that's just the way
16 it's going to be. You have to either join it or you
17 won't have water. That is when I chose to take the
18 action to call the Attorney General's Office.

19 Q Okay. What happened there?

20 A They told me, and this was not legal
21 advice, but they told me that the homeowner's
22 association that Mr. Blevins registered with the
23 State was a utility, single owner HOA, which meant
24 he was still the controlling -- he -- the Attorney
25 General's Office stated it needed to be a mutual HOA

1 because it's a mutual benefit to all the users. The
2 Attorney General's Office said you do not have to
3 join that HOA. He cannot turn your water off
4 because you do not join the HOA. Right away, we
5 shared that information out with everyone else on
6 Misty Mountain, that he cannot force us to do this.

7 Q Okay. That was in your subdivision?

8 A Yes.

9 Q Okay. Do you know if anyone accepted the
10 offer Mr. Blevins set forth in these two letters?

11 A No one that I'm aware of on the Taylor
12 Well or the Tigger Well, no one joined the HOA. I
13 know there was some discussion on some of the other
14 systems, but, I mean, that's just conversations that
15 they were.

16 Q Okay.

17 A But they were being told the same thing, I
18 know, on Charity and Rolling Hills because they were
19 even reaching out to us for help on what we were
20 doing because they heard what we were doing for
21 Tigger.

22 MS. KERR: So you said -- first I'll ask
23 to admit Exhibit 4 into evidence?

24 LAW JUDGE CLARK: And what would you like
25 to call this exhibit.

1 MS. KERR: Uh --

2 LAW JUDGE CLARK: How about HOA letter?

3 MS. KERR: HOA letter, sure, or letters.

4 LAW JUDGE CLARK: Is there any objection
5 to admitting Exhibit 4, the HOA letters, on to
6 the hearing record?

7 MR. BLEVINS: No objection.

8 LAW JUDGE CLARK: Okay, I have one
9 question for you, Mr. Grube, on the last page
10 at the letter on the top, it looks like there's
11 some notes that are taken in handwriting. Are
12 those yours?

13 THE WITNESS: Those are my notes from my
14 phone calls --

15 LAW JUDGE CLARK: It didn't come like
16 that?

17 THE WITNESS: No, those are my notes on
18 that letter from phone calls and dates that I
19 had.

20 LAW JUDGE CLARK: Okay. Exhibit 4 is
21 admitted onto the hearing record.

22 (Staff Exhibit 4 admitted into the hearing record.)

23 Q (By Ms. Kerr) Thank you. And you said you
24 discussed those letters with Mr. Blevins?

25 A Yes, ma'am.

1 Q Where -- where were -- where did you
2 discuss them with him?

3 A That was the last weekend of November when
4 I was making our December water payment to him on
5 his front porch of his house. During that
6 conversation, I made my payment to him like I always
7 do, handed him the check and then I asked him about
8 the HOA, and he verbalized to me that, yes, you have
9 to join the HOA; this is what we're going to do.
10 Yes, I'm taking the \$3,000 that everyone gives me
11 and that's you purchasing the well, but I'm still
12 going to manage the HOA and you're still going to
13 pay me.

14 At that time, because of the other
15 discussions that we had going on and some other
16 neighbors asked me, will you see if he really owns
17 it? I told Travis, flatout, we said we don't think
18 you own it, so you're trying to sell us something
19 you don't even own. So I said I need proof before I
20 will even consider this or talk to anyone else that
21 you own it. So I said I'll give you two weeks to
22 give me some kind of ownership documents.

23 Q Okay. That was --

24 A That was the last weekend in November of
25 '23.

1 Q And you're talking about the well that you
2 serviced you, the --

3 A Correct. The big Tigger.

4 Q Okay.

5 A Tigger-1, I think the DNR called it if I
6 remember right.

7 Q Okay. Did you ever -- did Mr. Blevins
8 give you that documentation that you asked for?

9 A No. I asked for it again around the 21st
10 of December, and to this day, never seen nothing.

11 Q Okay. Did you ever find out --

12 A Yes, we did.

13 Q -- who owned that well?

14 A Yep.

15 Q What did you find out?

16 A That's where we found that the neighbor,
17 the one that the well was sitting on, is the actual
18 owner of that well.

19 Q Does Mr. Blevins have any ownership
20 interest in that --

21 A No --

22 Q -- that you could find?

23 A No, the last service agreement that was
24 done was with the previous owner of that property,
25 and with Mr. Jim Parsons who owned that well

1 originally. There was a service agreement attached
2 to the deed, investigation and audit. But once the
3 current owner bought that property, that was null
4 and void. So, no, there was no ownership of
5 Mr. Travis Blevins to the well, no service agreement
6 for that well, from the owner of that well or
7 anything.

8 Q Okay. You said -- you just mentioned
9 something about a title audit?

10 A Yes.

11 Q What -- what do you -- can you explain
12 that?

13 A So in order for us to make sure we were in
14 the free and the clear after the conversation with
15 the Attorney General, he said I really would just go
16 ask for that first, start there. If he doesn't have
17 any ownership, then he doesn't have any rights to
18 it. So that is where we went to that. Asked our
19 neighbor, since he's the one who owns the property,
20 to go down to the county assessor's visitor and
21 request a deed investigation audit back to figure
22 out whether Mr. Blevins had any ownership rights to
23 that well at all. So that was requested then.

24 Q Okay.

25 A And we received that back and that's where

1 that stated in there that, yes, there was a part of
2 an easement that was started, never finished,
3 though.

4 Q Okay.

5 A And that home owner is the one that has
6 paid property taxes on that well ever since 2014
7 when he moved in.

8 Q Did you -- did Mr. Blevins ever give you a
9 reason why he didn't have those documents?

10 A No, he just said he couldn't find them.

11 Q Okay.

12 A He said he had -- he owned it. He also
13 made a couple of statements that, well, it was an
14 agreement. Well, I said an agreement does not work
15 when it comes to real estate.

16 Q Okay.

17 A He told me that he used to do real estate,
18 and he said he's not dumb; he knows what -- he knows
19 that it does. So he knows he owns it. I said, no,
20 you don't, not unless you can produce a document
21 that shows that you have.

22 Q Okay, and he never produced that document?

23 A Never produced any document.

24 Q So you never -- you did not join the HOA?

25 A No.

1 Q Pay the \$3,000?

2 A Negative. None of us did that are on the
3 Tigger Well currently. Not one of us.

4 Q Okay.

5 A Nor did any of the Taylor residents.

6 Q The Taylor residents, those are the ones
7 on the Taylor Well?

8 A They were the ones that had been serviced
9 by the Tigger Well. Our HOA's well since July of
10 2019, up until June 6th of this year.

11 Q Okay.

12 A That's how I know about them, because they
13 were very cooperative, that were understanding with
14 us forming the HOA and everything. So they know as
15 much as anyone in our HOA does.

16 Q Okay. So there's your HOA that has the
17 Tigger Well, and then you said there's the Taylor
18 residents -- are they -- they're the ones that were
19 connected to your well, the Tigger Well?

20 A Correct, because we were providing them
21 water. They were not part of our HOA. The Tigger
22 Water Well HOA is just the Tigger Water Well
23 recipients, the connections, the nine connections,
24 that's it.

25 Q Okay. The people that lived on Taylor,

1 are they -- were they customers of Mr. Blevins?

2 A They were -- yes, they've been customers
3 of Mr. Blevins.

4 Q Okay. Do you know how long?

5 A I'm going to assume since 2016. I know
6 it's since, at least, 2019.

7 Q Okay. So what steps did you take to form
8 your homeowner's association?

9 A So, really, to form it, we got that audit
10 back. We met prior to that, just with discussions.
11 The nine homes -- there were originally 10 homes
12 that are the primary connection to the Tigger Well.
13 Mr. Blevins was one of those. The other nine --
14 there were some pain points. Multiple homes did not
15 want to meet because Mr. Blevins only wanted his
16 HOA; he wanted to run the HOA; he wanted us to buy
17 it from him. So many of them would not even meet if
18 he was at the meetings. So out of the ten
19 connections, the other nine of us all met, had
20 conversations and discussions about forming a mutual
21 HOA.

22 All nine other homes agreed and
23 signed into an agreement with the HOA, to form the
24 HOA is what they did. We elected our board, which
25 has a president and vice president and

1 secretary-treasurer. We formed that. We wrote up
2 service agreements. We took a -- notified
3 Mr. Blevins of this, gave him the opportunity to
4 complete a service agreement within ten days or have
5 an alternative source of water. Mr. Blevins made
6 the decision to disconnect from the big Tigger,
7 Tigger-1, which is our well, and connect to the
8 Tigger-2 Well across the road from him. So now
9 there are nine members of that HOA that have active
10 connections --

11 Q Okay.

12 A -- and are members of our HOA.

13 Q Okay. Ms. Aslin is going to hand you
14 what's been marked as Exhibit 5.

15 (Staff Exhibit 5 marked.)

16 Q (By Ms. Kerr) You said you'd had let
17 Mr. Blevins know about forming the HOA and all that.
18 Is that letter -- those letters that I've provided
19 you, is that that notice you were talking about?

20 A Correct.

21 Q And who were they addressed to?

22 A This was -- this was provided to -- this
23 was a letter here that went to all the Tigger
24 residents that have direct connections to Tigger 1.

25 Q Okay. That's that first one --

1 A This -- yes. This also went to
2 Mr. Blevins, as well as that back page, the second
3 page of it, as well.

4 Q The one that is dated March 4, 2024?

5 A Yes, yep. This is where we gave him
6 notice 90 days also, up until the 2nd of June of
7 this year to have that Taylor Well up and running
8 that he -- that went out of service in July of 2019.

9 Q Okay.

10 A We gave him that notice. Also, we
11 informed him that those Taylor residents were no
12 longer going to be paying him their water service
13 when we're providing the water service to them.

14 Q Okay.

15 A This also informed him that there was
16 prepayments that are documented from Tigger Well
17 connections, two addresses, I won't include names,
18 two addresses there. And that's also where it says
19 he owes us \$1,155 in prepayments that he had
20 received, because we were not going to charge the
21 residents on top of what they had already gave him
22 for prepayments.

23 Q I suppose, before I forget, I should
24 probably mark this one as confidential since it has
25 those other addresses on it, or does it just have --

1 yeah, it does.

2 A The back page.

3 Q Yeah, it does have those addresses.

4 A Yep.

5 Q And you, obviously, sent to Mr. Blevins?

6 A This was hand delivered to Mr. Blevins
7 because I had to read it.

8 Q What do you mean you had to read it?

9 A He said -- when we were standing on his
10 front porch, my neighbor and I, so we had two of our
11 board members that went to Mr. Blevins to read -- to
12 deliver these letters to him. He snatched all of
13 them out of my hand, I took them back, and I said
14 here's your copy; here's our copy. And he said he
15 couldn't read it. I said would you like me to read
16 it to you, sir? He said, yeah. So, I read the
17 whole thing to him. He refused to sign it and got
18 very irate.

19 Q Okay, did he tell you why he refused to
20 sign it?

21 A Because he says, I own that well.

22 Q That he owns the well?

23 A Yep, he said he was going to call the
24 sheriff. I said, okay, call the sheriff. We have
25 all the deed paperwork. His wife came out and got

1 mad yelling at us. I said, we're done. We walked
2 back to the vehicle and left.

3 Q Okay.

4 A They were going to call the sheriff. The
5 sheriff never showed up at my house.

6 Q Okay. I'd like to offer Exhibit 5 into
7 evidence and ask that Exhibit 5 be entered into
8 evidence, I'm sorry.

9 LAW JUDGE CLARK: Mr. Blevins, do you have
10 any objection to admitting Exhibit 5, the
11 Tigger HOA letter, onto the record?

12 MR. BLEVINS: No objection.

13 LAW JUDGE CLARK: Okay. Exhibit 5, the
14 Tigger Water Well HOA letter is admitted onto
15 the hearing record, and that is a confidential
16 exhibit. You may continue, Ms. Kerr.

17 (Staff Exhibit 5 admitted into the record.)

18 Q (By Ms. Kerr) Thank you. I'm just trying
19 to figure out where I am in my own head, my
20 questions. So is the Tigger Well, which is part of
21 your HOA, which is the HOA you have, is that
22 certified or regulated by DNR?

23 A It was, and we went into it knowing that
24 was going to, because part of the process of that,
25 and we were well aware of it with talking with

1 Jackie and mapping out the service connections
2 between Tigger and providing water to Taylor, the
3 five houses, that it was going to be regulated
4 because it had 15 connections which didn't matter
5 but we were over 25.

6 Q Okay.

7 A So we knew it was going to be regulated
8 without a doubt, so we were working with the DNR to
9 make sure we were in compliance with that, and
10 that's why we were also, in March, working to find
11 an operator, and that's why we contacted Lori Jean.
12 So we knew it was going to be regulated and we
13 wanted to work with the DNR to ensure we were in
14 compliance.

15 Q Okay.

16 A We knew it was going to be a non-compliant
17 well just because of the stipulations and things
18 like that. So we were very aware.

19 Q Okay. And, so, it was considered then to
20 be a public water system by DNR? Do you know?

21 A I don't know if it was considered a public
22 water system. I know it was a regulated.

23 Q Okay. That's fine.

24 A You have to ask DNR on that exact
25 language.

1 Q Okay. That's fine. Did you have a
2 certified operator once it became designated or
3 regulated by DNR?

4 A Yes, in -- was it March or April? I don't
5 know it to make sure --

6 Q Sometime in the spring?

7 A Yeah, it was March or April. I know we
8 had conversations with Ms. Lori Jean in March. I
9 don't remember what the exact day was.

10 Q Okay.

11 A Then we went into the agreement with her.
12 She was willing to work with us. She knew the
13 situation. She gave us recommendations right that
14 day, and we started doing those.

15 Q Okay. What kind of recommendations?

16 A Well, the biggest thing was make sure to
17 get the sign hung on the door. She stated to me on
18 the phone, I asked Travis to hang on the door how
19 many times that no one else can be in the well
20 house, and it hasn't been done. I said, well, what
21 kind of sign do we need to meet law? And she said,
22 well, just this one. I said, okay, no problem; I'll
23 order it. So we did it.

24 Q What kind of sign was it?

25 A It's a sign that's it's basically

1 against -- no trespassing. It's federal regulation
2 or federal law that prohibits anyone from entering
3 the property because it's a well house.

4 Q Okay.

5 A So we did that right away. We did
6 everything with Jackie that we could in order to
7 make sure that we were in compliance there. We
8 started having discussions about the DNR and Dalten
9 coming down and doing the survey or the inspection,
10 as well as water testing and things like that. So
11 we started doing the paperwork like we were supposed
12 to.

13 Q That's Dalten Young from DNR?

14 A Yes.

15 Q Okay. Now, Lori Jean, she's the same
16 certified operator that Mr. Blevins had?

17 A She was, yes.

18 Q Okay. And she seems to be responsive and
19 know what she was doing?

20 A Yeah, yep. I got more information out of
21 her whenever she came to do water testing when she
22 was an operator for more than Mr. Blevins that
23 whatever I got out of Mr. Blevins. I never received
24 a water test out of Mr. Blevins ever when I
25 inquired. And Ms. Lori Jean was just, like, well,

1 here go right to this website; you can see exactly
2 every water test.

3 Q Okay.

4 A So she was very responsive, especially
5 with us setting up the HOA and making sure we were
6 in compliance and things like that.

7 Q Okay. Is she still the certified
8 operator?

9 A We do not have to have a certified
10 operator now since Taylor was disconnected, and
11 Travis got Taylor Well up and running on the 6th of
12 June, because we had a shut-off notice for that for
13 the 3rd of June, which he did not meet. And we can
14 go into that, probably go further into that later.
15 But, yeah, no -- now, just to summarize it, no, we
16 are not a regulated water system -- a regulated well
17 now, although we are still doing water testing.

18 Q Okay. So you're not regulated by DNR?

19 A Correct.

20 Q So you don't have to have a certified
21 operator?

22 A Yes, ma'am.

23 Q Okay. So you might have testified to this
24 before, but why was your HOA serving houses that
25 were not part of the HOA?

1 A All we know is in July of 2019,
2 that Taylor pump broke. The pump was bad.

3 Q Okay.

4 A That's all we could find out. The well
5 house over there on Taylor was absolutely horrible.
6 I mean, I can't believe it was still halfway
7 standing at least. So you knew there was issues
8 there. But the pump failed in July of '19. It was
9 pulled out. The pipe sat on the ground, covered
10 with a tarp for years.

11 Q Okay. So was it -- and that's the Taylor?

12 A Yes.

13 Q Okay. Now, it is your HOA's
14 responsibility to keep -- to take care that the
15 Taylor Lane residents had water service?

16 A The only thing that we are responsible for
17 with the Tigger HOA was to insure that they had
18 water provided to their lines. The maintenance of
19 their lines was still up to Mr. Blevins.

20 Q Okay. And, so, since they aren't part of
21 your HOA, did you have -- did you feel like you had
22 any responsibility to service or to provide water to
23 them?

24 A Yeah, because even after having
25 conversations with -- with multiple state

1 representatives, whether it be the Attorney
2 General's Office, they were, like, well, just cut
3 them off; it's Travis' fault. It's his problem.
4 You don't have to provide them water. Yeah, we
5 could have done that. But if I was on the receiving
6 end of that, I would be hot. I would be absolutely
7 livid. So that's why we decided, let's give them 90
8 days. 90 days is more than enough to drop a pump
9 down a well.

10 Q Okay.

11 A So that's why we were fully transparent
12 with them what was going on. We're going to provide
13 your water up until this day. We let them know what
14 was occurring, kept them in the loop. So they were
15 all in agreement and supportive of it as well.

16 Q You said you gave them a deadline of 90
17 days?

18 A Correct. It was June 2nd.

19 Q Okay.

20 A 90 days exactly from the day Travis
21 received the letter on March 4th.

22 Q Okay. Is that the notice -- is that the
23 notice you gave Mr. Blevins?

24 A Yes.

25 Q Okay. Do you know what his reaction was

1 or what his -- to that letter?

2 A He didn't care. He just said okay.

3 Q Okay. Did he make any promises to fix it
4 or to take care of Taylor?

5 A No. No, there was multiple times, because
6 I wanted to -- I'm not going to be selfish. I
7 wanted to make sure they had water over there.

8 Q Okay.

9 A There's families. There's kids. So there
10 was multiple times I would stop and talk to him or
11 be, like, Travis, what's the deal? Is it going to
12 be fixed? Are they going to have water? We can't
13 keep doing this. And every time he just got irate
14 mad. That Tigger was his well, and he's going to
15 take care of the problem. I said, well, it would
16 help if you would communicate with us somewhat. And
17 there was no communication between Mr. Blevins and
18 the HOA at all in regards to it.

19 I mean, we served him that letter
20 on -- I went around and did all the mapping of all
21 the water lines, all the services and things like
22 that, on March 19th. 18th and 19th, I ran every
23 single line, so that I knew exactly where all the
24 shutoffs were, all the connections, all the lines
25 ran and everything. I identified a leak. We made

1 Mr. Blevins aware. To this day, until it was
2 disconnected at least from Tigger, that water leak
3 has not been fixed. So he didn't want to
4 communicate with us with anything.

5 Q And that water leak was on the Taylor --

6 A Yes, ma'am.

7 Q Taylor, okay.

8 A Ultimately -- we can go into that later.

9 Q Go ahead.

10 A We served them that letter after we found
11 that on March 20th, and let him know that needed to
12 be fixed within three days. It sat for weeks. Then
13 we had the storm on the 1st of April, still wasn't
14 fixed. Then he dug a hole down there about -- I
15 have to look at the -- what day was that? It was
16 the middle of April that he dug a hole down there.
17 No, it wouldn't have been the middle of April,
18 because Mr. Stamp came out on April 25th to take
19 pictures to file a report about how bad the Taylor
20 Well and that leak was.

21 So May 5th, we served him a letter on
22 March 20th. May 5th, he chose to finally go down
23 there with a backhoe and dig a hole in that
24 resident's yard, then filled that hole back in and
25 then dug a hole about eight to ten feet around,

1 where that leak was, that's about four feet deep,
2 and let it sit there. Then he come back a week
3 later and dig a trench, so the water would drain.
4 Ultimately, he never fixed the leak. That resident,
5 that property owner, ultimately gave him a deadline
6 of May 31st to have that hole -- that repair
7 completed and that hole filled in, or they were
8 going to fill that hole in themselves with their
9 tractor. He never fixed it. They ultimately filled
10 the hole in with the dirt.

11 Q Okay. And, finally, this last exhibit.
12 Ms. Aslin is going to hand you what's been marked as
13 Exhibit 6.

14 (Staff Exhibit 6 marked.)

15 Q (By Ms. Kerr) Do you recognize those
16 documents?

17 A Yes. This is -- this is everything that
18 we served to Travis and his wife in regards to this
19 about the water being shut off. This one was both
20 served -- we gave it to him and it was sent to him
21 by certified mail that he had to sign into the
22 agreement or in ten days the water would be turned
23 off. And that's where our agreement was signed by
24 both the HOA and the resident, and it was very
25 clearly outlined in our service agreement whose

1 responsibility is what, when things are due, what
2 occurs.

3 Then the second one is the leak.
4 Like I said, March 20th, that it needed to be
5 repaired within three days. The second one there --
6 well, it would be the third one then. That is the
7 one we delivered to the Taylor residents, letting
8 them know, hey, we identified this leak. Jackie was
9 also informed at the DNR, probably didn't need to,
10 but, hey, new to this, we're going to make sure to
11 communicate. So called and talked to Jackie and let
12 her know. She said we had to do pressure testing.
13 I went and got a pressure gauge, went over and
14 tested it and all of them were greater than 55 PSI,
15 so we let the residents know that as well.

16 Q Okay.

17 A What's the next one? May 21st, this is
18 one where we said that Taylor Well must be
19 operational by June 2nd. He still had started no
20 work on it at all. He did not answer the door this
21 day, so this one here was delivered by two of the
22 Tigger Well HOA board members, and it was stuck in
23 his door.

24 Q Okay. That note says left on Travis'
25 door?

1 A Yep.

2 Q Okay.

3 A Because he would not answer the door. He
4 would not talk to us. So that was served to him, as
5 well as the Taylor residents also received
6 notification that the Taylor Well would be shut off
7 on June 5th, so that they were aware as well. Now,
8 that wasn't the end because we didn't want to just
9 shut something off. I knew that Rick's pump service
10 was doing the work, although Travis owes him over
11 \$20,000 in unpaid debt, that I knew Rick was going
12 to be the one that was going to do the work on that
13 well.

14 Q On the Taylor Well?

15 A Correct.

16 Q Okay.

17 A Because Rick had been the one that had
18 been working on the Topo Well. So, I called Rick,
19 I'm, like, Rick, here's the situation, since Travis
20 didn't want to talk to us, I called Rick and I let
21 Rick know what was going on. He's, like, yes,
22 Travis told me this. He's, like, I'm planning on
23 getting out there on Monday, on the 3rd.

24 Q June 3rd?

25 A Yes. And he told me, we're going to do it

1 on the 2nd. We're going to pull the pump out of
2 Topo. So I said, okay, you're going to pull the
3 pump out of Topo? He says, yes, so that we put that
4 pump in Taylor. I said okay. So you're going to
5 have this up and running for these residents before
6 the 5th of June? He said, I'm going to try my best;
7 I'm doing this for nothing, because I'm not going to
8 get paid for this.

9 Q Okay. Was he doing that at -- the
10 request -- at your request or Mr. Blevins?

11 A No. He was doing this at Mr. Blevins'
12 request. That's what Rick told me, though, because
13 I wanted to make sure the Taylor residents had
14 water. There's kids. There's families. I didn't
15 want them to have to go down to the Big Piney to go
16 take a bath. That's just wrong. So I was trying to
17 make sure since Mr. Blevins didn't want to talk with
18 us as a HOA or keep us informed, at least I had
19 something, because the Taylor residents wanted to
20 know if it was going to be fixed. The Taylor
21 residents were provided Mr. Blevins' contact,
22 Mr. Adam Stamp's contact, as well as Ms. Jackie
23 Johnson's contact and the Attorney General's contact
24 information, when they received that shut-off
25 notice, that it was going to be shut off, and I said

1 I can't do anything else. You guys have got to put
2 pressure on him --

3 Q Okay.

4 A -- get it done. So, ultimately, they did.
5 They pulled the pump on the 2nd of June. Rick
6 called and informed me of that. June 3rd, Rick
7 called and informed the other board member that the
8 pump had been placed. They had chlorinated the
9 system, dumped bleach into it, and they were going
10 to come back the next morning and take a water
11 sample, but they didn't know when it was going to be
12 turned on.

13 Q Okay. Was that up to Mr. Blevins to do
14 that?

15 A Yeah.

16 Q Okay.

17 A He knew the shut-off date was supposed to
18 be the -- June 3rd. We were being nice. We went to
19 the 5th. And, ultimately, at the request of Rick
20 when he called the other board member and said, hey,
21 can you give us some time? We're waiting on a water
22 test to get back. We said we'll give you until the
23 6th. On the 6th, the water was shut off. The
24 residents on Taylor then contacted Mr. Blevins, and
25 Mr. Blevins says, well, I didn't even know the water

1 was turned off. They were without water for about
2 three and a half, four hours over on Taylor until
3 Mr. Blevins went and turned that water on. As of
4 last week, they still have no clue what the water
5 tests showed.

6 Q And, so, now -- so, now, since June 6th,
7 the Tigger Well and the Tigger HOA, you guys are
8 just servicing your HOA?

9 A Correct, yes.

10 Q And the folks on Taylor, they're being
11 serviced by this Taylor Well?

12 A Yes, they are serviced by the Taylor Well,
13 and according to the pressure gauge the neighbor has
14 right there, they're running it up on a 44 to 46
15 PSI. So they're being serviced off their Taylor
16 Well. All the Tigger residents, in the Tigger HOA,
17 all nine homes are being serviced by the Tigger
18 Well.

19 Q I ask that Exhibit 6 be entered into
20 evidence?

21 LAW JUDGE CLARK: Mr. Blevins, do you have
22 any objection to admitting Exhibit 6, the
23 Tigger HOA Shut Off and Notice of Leaks?

24 MR. BLEVINS: No objection.

25 LAW JUDGE CLARK: Exhibit 6 is admitted on

1 the hearing record.

2 (Staff Exhibit 6 admitted into the record.)

3 Q (By Ms. Kerr) So then, as of now, your
4 well, your HOA, is not serviced by Mr. Blevins?

5 A That's correct.

6 Q And the Taylor Well, are they serviced by
7 Mr. Blevins?

8 A Yes, they are serviced by Mr. Blevins.

9 Q Okay.

10 A He is the owner of that well, based on the
11 Pulaski County records.

12 Q Okay.

13 A And he received that well back from Mr --
14 when he sold that well for 30 days, it was supposed
15 to be up and running. It never got up and running.
16 So that's why he got the well deed back. He owned
17 that well -- well, he operated that well prior to
18 that, I know for a fact.

19 Q Okay.

20 A Because of the incidents in July of 2019.

21 Q And what incident was that?

22 A That was the one earlier I was talking
23 about when we didn't have water in 2019 when
24 the Taylor Well went down --

25 Q Okay.

1 A -- he was over there fixing it, and I went
2 over and turned the water on, and he called me and
3 told me to turn the water back off because he had to
4 connect the two.

5 MS. KERR: Okay. I don't think I have any
6 other questions at this point.

7 LAW JUDGE CLARK: Thank you. Mr. Blevins,
8 do you have any cross-examination questions you
9 wanted to ask this witness.

10 MR. BLEVINS: I do have, but at the
11 present time, can I reserve to recall Mr. Grube
12 back for that particular --

13 LAW JUDGE CLARK: Why would we need to do
14 that?

15 MR. BLEVINS: My medical condition, sir.
16 I need to take another rest -- I'm sorry.

17 LAW JUDGE CLARK: No, that's okay. How
18 long of a break do you need?

19 MR. BLEVINS: Just a few minutes.

20 LAW JUDGE CLARK: Okay. Why don't we take
21 about another a ten-minute break and come back
22 at 11:35. We will recess until 11:35.

23 (Wherein, a short recess was taken.)

24 LAW JUDGE CLARK: Okay, let's go back on
25 the record. When we left off, it was

1 Mr. Blevins' opportunity to do any
2 cross-examination. Mr. Blevins, did you have
3 questions you wanted to ask this witness?

4 MR. BLEVINS: I do have, yes, sir.

5 LAW JUDGE CLARK: Please go ahead.

6 CROSS-EXAMINATION

7 BY MR. BLEVINS:

8 Q Okay. Mr. Grube, you indicated in all of
9 your testimony there different things
10 argumentatively, I assume, but do you have evidence?
11 When you talked about -- when you were given a
12 notice of the possibility of forming a HOA from me,
13 was there any evidence that you had that said if you
14 didn't join this HOA, then your water would be cut
15 off? Did you have that or did you --

16 A Your conversation with me --

17 Q I don't recall --

18 A -- is the only evidence because I did not
19 record anything, Mr. Blevins.

20 Q Well, that -- you don't have any evidence
21 of that. Does that say in the letter?

22 A Let me refer back to the letter to see if
23 it does.

24 Q Okay.

25 A No, it does not. It just said at the end

1 feel free to call you or discuss with you any
2 questions or concerns. So that's why I brought my
3 questions and concerns to you, and that's why we had
4 that conversation on your porch that that was going
5 to occur.

6 Q Okay.

7 A But that is the only evidence that I have
8 from our conversation related to it.

9 Q Yeah, there's no indication that if you
10 did not join the HOA the water would be cut off?

11 A Well, that's what you told me --

12 Q I don't --

13 A -- sitting on your front porch --

14 Q I don't --

15 A -- so that's what I'm going off of is --

16 Q Yeah, I don't want to argue with you,
17 Mr. Grube.

18 A No.

19 Q I don't particularly recall that, so we'll
20 go with -- with what you said there, okay? You also
21 indicated that other users of the water were paying
22 different prices. Where did you get that
23 information from, or where did that come from?

24 A Well, first of all, we heard that in
25 the -- whatever the PSC wanted to call that June 1st

1 evidentiary hearing or meeting with the community.

2 That was brought up multiple times during that
3 meeting --

4 Q Okay.

5 A There were varying --

6 Q What are the figures that you used then?

7 LAW JUDGE CLARK: Mr. Blevins, try not to
8 interrupt your witness when they're answering.

9 Q (By Mr. Blevins) Okay, sorry about that,
10 Mr. Grube. Go ahead.

11 A So during that meeting, there were
12 multiple occasions where it was brought up about the
13 different prices that everyone was paying. And then
14 also with conversations as we were forming the HOA,
15 the Tigger Water Well HOA, there were multiple
16 conversations that we had, and there were multiple
17 statements made by other users on the Tigger Water
18 Well HOA that some were paying \$35 still; some were
19 paying 40; some were at 55. So that's where I'm
20 taking all of those statements from.

21 Q Could --

22 A From the --

23 Q Maybe, could that have been a
24 misunderstanding on some parts there of these people
25 you talked to from different areas? Is that

1 possible?

2 A During the June meeting with the PSC in
3 Waynesville? Yes, that could be probable. In
4 regards to the conversations as we were forming the
5 Tigger Water Well HOA? No, that can't be because
6 they're on the same water system, and they're not at
7 discounted rates.

8 Q What are the figures -- what are the
9 figures that were used then at the Tigger Well?

10 A One resident was only paying \$35 a month.
11 One resident that was paying \$45 a month. And then
12 there were the others that were paying \$55 a month.
13 One was paying \$60 a month. Out of nine
14 connections, there was that many variances already.

15 Q Did you -- did you have evidence -- did
16 you have evidence of that, or is that just a rumor?

17 A I have my conversations that I was forming
18 as a board member for the Tigger Water Well HOA, but
19 as for June, those are on record with the PSC, those
20 variances. But as you stated, those may be because
21 they're different water systems. But with the
22 Tigger Water Well HOA, that's what I had as a board
23 member, those conversations about the different
24 variances and prices. Do I have it in paper and in
25 writing? No, I do not.

1 Q Okay, all right. You mentioned about name
2 changes, company name changes. Where did that come
3 from? How did you determine that?

4 A Mr. Blevins, if you look at all these
5 evidence pieces. We have Misty Water Works on one.
6 We have DBA Misty Water Works. I'm going off of
7 your letters, your notices. You have delivered us
8 letters, Outlaw's Corral, that you call it, and my
9 wife and I have tried to write out checks out to
10 those different business names.

11 Q Why would you want to do that?

12 A Because generally when you do business
13 with someone, like when we formed Tigger Water Well
14 HOA, no one makes their check out to Jeff Grube.
15 They make their check -- their payment out to Tigger
16 Water Well HOA. If they make it out to my name as
17 being the secretary and treasurer, I cannot deposit
18 that because I have an account that is set up for
19 Tigger Water Well HOA. I have other businesses in
20 the past, and I always kept business separate from
21 professional when it comes to regulations, tax laws
22 and everything. So that's why if you give me
23 something that has a business name on it, I expect
24 that I can write a check out to that business name
25 and not to a person.

1 Q If you were told different, wouldn't
2 that -- wouldn't that clarify that?

3 A After the fact if I write a check out then
4 you tell me I have to write you a check out to your
5 name because you can't take it in the business name,
6 that raises a couple of yellow flags and red flags
7 of what's going on.

8 Q Wouldn't you think maybe that there is no
9 accounts set up with Misty Water Works, basically,
10 or Outlaw's Corral?

11 A In my professional opinion, I would think
12 that you would have it set up that way. It's just
13 like if you go to Lowe's, you don't make a check out
14 to the store manager. You make it out to Lowe's.

15 Q Well, you're argumentive about a lot of
16 different things in my opinion. Do you like to do
17 that -- or correct?

18 A No, no. I'd like to make the check out,
19 though, to whoever it's going to; that's what I'm
20 stating, sir.

21 Q Let's go back to one of these statements
22 or notices that I sent to you probably. Let's look
23 at -- let me find it. Just a minute, yeah. I don't
24 know. You make comments about this not receiving
25 water bills. We don't -- we never did provide a

1 water bill.

2 MS. KERR: I'm going to ask what exhibit
3 he's referring to? I think it's Exhibit 1, but
4 I'm not sure. Which exhibit are you referring
5 to?

6 MR. BLEVINS: I'm looking at -- I don't
7 know what the exhibit -- I guess, it's not
8 marked as an exhibit. It has to do with the --

9 LAW JUDGE CLARK: What's the top of the
10 first page say?

11 MR. BLEVINS: This first page says Misty
12 Water Works 1920 -- okay, it's also
13 December 10, 2018.

14 LAW JUDGE CLARK: Okay, that's Exhibit 1.

15 MR. BLEVINS: Exhibit, 1 okay.

16 MS. KERR: Thank you.

17 Q (By Mr. Blevins) Back here on that notice,
18 the notice simply said that it received and posted
19 your payment of \$210 at a six-month prepaid --
20 prepaid premium. However, the discount payment is
21 \$40 per month times six months is \$240. That was
22 just a notice to you, not a billing. It didn't say
23 anything about cutting your water off. Has your
24 water ever been cut off for nonpayment?

25 A You have never cut my water off,

1 Mr. Blevins, for nonpayment, because you came to me
2 and asked me where my shut-off valve for my house
3 was.

4 Q You don't have one?

5 A I do in my basement, and I said that day
6 that you don't have to worry about me ever not
7 paying my bill. Have I ever not paid my bill?

8 Q No, no --

9 LAW JUDGE CLARK: Okay.

10 MR. BLEVINS: I would say that you didn't
11 pay --

12 LAW JUDGE CLARK: Mr. Grube, everybody
13 stop talking while I am, please. Mr. Grube, I
14 appreciate you testifying, but you're not here
15 to ask questions today, so. I know you want to
16 question Mr. Blevins, but let's refrain from
17 doing that. It makes the whole process a
18 little confusing.

19 THE WITNESS: My apologies. I didn't mean
20 to.

21 LAW JUDGE CLARK: And, Mr. Blevins, don't
22 argue with your witness. Let your witness
23 finish answering before you go on to your next
24 question.

25 Q (By Mr. Blevins) Thank you. So what is

1 your opinion of that particular notice to you then?

2 A That was a notice that -- oh. When I made
3 that payment of \$210 for the prepayment for six
4 months, but then you informed me that it was \$40 a
5 month, so I was \$30 short.

6 Q Did you turn around and pay that?

7 A I have to go back and look at my canceled
8 checks, and I'm absolutely sure without a doubt
9 because I've never not paid you, sir.

10 Q Then --

11 A Do you --

12 Q Notices that you had, what is your real
13 opinion, though, of this notice? You had made
14 comments about it in your testimony.

15 LAW JUDGE CLARK: Can you clarify your
16 question? What do you mean what's your real
17 opinion on it?

18 Q (By Mr. Blevins) Well, you disagreed --
19 you disagreed apparently with the notice. It's
20 saying that different people pay different prices in
21 some of your comments, different users were paying
22 different prices --

23 LAW JUDGE CLARK: I'm not sure how that
24 relates to that particular notice, Mr.
25 Blevins.

1 MR. BLEVINS: Okay. It was entered as an
2 exhibit to his comments where -- I'm not sure.
3 I'm really not sure.

4 LAW JUDGE CLARK: Now, when you say you're
5 not sure, you're not sure what you mean when
6 you're asking him what his real opinion is, or
7 you're not sure what this piece of evidence was
8 entered in relation to?

9 MR. BLEVINS: Well, I was asking,
10 basically, what his comments were and how he
11 interpreted this notice.

12 LAW JUDGE CLARK: Okay, well, I think
13 that's a fair question. How did you interpret
14 this notice, Mr. Grube?

15 THE WITNESS: Yes, these notices, we
16 interpreted, basically, here right as they were
17 wrote; that our fees were going up, if you're
18 referring to the first page of that exhibit.
19 The other -- like the second page you're
20 referring to, those, if anything, were just for
21 information or if we were past due, those were
22 when we got those notices.

23 Q (By Mr. Blevins) Okay.

24 A But that's it in regards to them.

25 Q Okay. Did you agree with them or

1 disagree? Did you disagree?

2 A There were some of them that I disagreed,
3 as I stated. Like that one on the backside of that,
4 on 7/5/20, when you said that I was past due, and
5 that was not the fact, because I had the canceled
6 check of when that was paid.

7 Q Okay. Did you provide that?

8 A I did not provide you the canceled check,
9 sir. I said that I had paid and I let you know what
10 the check number was, but I didn't go to the bank --

11 Q Okay.

12 A -- to get a copy of the canceled check.
13 You said okay, because I remember the conversation
14 in front of my driveway, you said, okay, probably --
15 it's probably somewhere, so okay.

16 Q Okay, all right. So, apparently, I agreed
17 with you then maybe; is that the way you interpreted
18 that?

19 A Yeah, yeah. I mean, your question asked
20 me if I disagreed with the letter that you gave me.
21 Yes, I did.

22 Q Okay.

23 A Did we ultimately have a conversation in
24 front of my driveway to resolve it? Yes, and we
25 agreed.

1 Q And we resolved it?

2 A Yes.

3 Q It was resolved?

4 A We were good then.

5 Q All right. You indicated about taxes,
6 where your neighbor paid the taxes on the well. Are
7 you aware the well has never been taxed?

8 A The well is part of the personal property
9 tax. So it's part of the tax assessment.

10 Q No, there's two different types of taxes
11 there, Mr. Grube. One would be personal, the other
12 would be real estate?

13 A So as part of the deed audit, and my
14 apologies, I did, I used the wrong term. For
15 personal, it's the real estate tax in the county of
16 Pulaski. The deed, it actually shows the well as
17 being on that resident's property, so that's why I
18 say, per the auditor and the county assessor, that
19 that homeowner is the one that has been paying the
20 property tax on that well, and that's per the
21 Pulaski County --

22 Q The property tax would be for the property
23 he owns, yes, that's correct. But it would not
24 particularly be with the well. In -- would you
25 agree that maybe that's part of the problem with

1 Pulaski County is the assessments?

2 A From my experience, no. Their system that
3 they have is pretty well in line. I can look up any
4 piece of property wherever it is and see exactly who
5 the owner is. I never had any problem with --

6 Q Well, I was talking about separate
7 taxation. When you describe a piece of property,
8 they will assess it and assign a tax to it, a value
9 and a tax to it. The well has never been taxed, but
10 it has taxed on the property that your neighbor
11 owns. The well happens to be on there, but it is
12 not separately taxed. That's been probably some of
13 the major problems that Pulaski County has.

14 LAW JUDGE CLARK: Again, Mr. Blevins, at
15 this point you're testifying, and you're not
16 asking questions --

17 MR. BLEVINS: Okay.

18 LAW JUDGE CLARK: If you want to testify
19 about it, you'll have plenty of an opportunity
20 to do so.

21 MR. BLEVINS: Okay, I'm sorry.

22 LAW JUDGE CLARK: But you need to keep the
23 questions short enough that they are
24 understandable.

25 MR. BLEVINS: Yeah.

1 MS. KERR: Also, I -- Mr. Grube isn't an
2 employee of the Assessor's Office. He wouldn't
3 know how they're taxing companies.

4 LAW JUDGE CLARK: No, he wouldn't, but he
5 wasn't asked that question yet. He was asked
6 what his -- what his opinion was of the taxing
7 authority in the county.

8 MS. KERR: Okay, I thought there was a
9 question in there. I'm sorry.

10 LAW JUDGE CLARK: No, you may -- if you're
11 right, I missed that. I did not -- I did not
12 catch that.

13 MR. BLEVINS: Let's see here. Well, I
14 don't think I would have any further questions
15 for Mr. Grube. The -- no further questions.

16 LAW JUDGE CLARK: Any Commission questions
17 for this witness? I hear none. I've got a few
18 questions for you, Mr. Grube.

19 QUESTIONS

20 BY LAW JUDGE CLARK:

21 Q And I'm gonna bounce around a lot of
22 different directions. If my questions don't make
23 sense for any reason or at any time, please let me
24 know. Now, you indicated that Mr. Blevins was also
25 like located on the Tigger-1 system; is that

1 correct?

2 A Correct.

3 Q Has his residence always been located on
4 the Tigger 1 to the best of your knowledge?

5 A To the best -- to the best of my knowledge
6 since I know, yes, he was connected to the Tigger 1.

7 Q Okay. I have no understanding of the
8 geographic layout of this system, so how far would
9 say you live from Mr. Blevins?

10 A I'd say from Mr. Blevins, I probably live
11 400 yards.

12 Q Okay, so you can see his house from your
13 property?

14 A If I walk up to the road, yes. Because I
15 live down -- there's a knoll right there that it
16 goes over the top of, so.

17 Q Okay. Are the residents there in that
18 area pretty spaced out?

19 A Yes. Most of them are three, four, five
20 acres.

21 Q Okay. Would your answer be similar for
22 your other neighbors that you live four or 500 yards
23 from them?

24 A No. Like the neighbor across the street
25 from me, I mean, we're a hundred yards apart. I've

1 got a neighbor next door, her property line is
2 probably 50 yards. I can see their houses no
3 problem. I can't see his house because of the
4 knoll, the ridge, that's between -- basically,
5 Tigger 1 and Tigger 2 Well, there's a little bit of
6 a hump in the road just because of the contour of
7 the ground.

8 Q Okay. How close are the Tigger 1 and the
9 Tigger-2 wells to each other?

10 A They're probably about 200 yards.

11 Q Do you know if they're on different plats
12 of property?

13 A Yes, they are.

14 Q And you indicated that the Tigger 1 is on
15 the property of someone you know?

16 A Yes.

17 Q And you said there was an easement that
18 had been started but not completed; is that correct?

19 A That is correct, sir.

20 Q What can you tell me about that?

21 A I know that the lines have been drawn out
22 for it, but nothing was ever put forward to separate
23 it from that homeowner's property, and it's
24 basically been identified with corner points but
25 that's it. And that was back in -- I have to look

1 at the deed again. I don't remember what year that
2 was done.

3 Q Well, you said that -- that there was a
4 servicing agreement, and that servicing agent ceased
5 to be when the property was sold in 2014; is that
6 correct?

7 A Correct.

8 Q What makes you think that that servicing
9 agreement ended with the sale of the property?

10 A Because that was from the homeowner to
11 that former well owner, and that came from that
12 audit.

13 Q Okay.

14 A From the county assessor's office.

15 Q And that service agreement was for
16 Mr. Parson's or Baker Construction; is that correct?

17 A Yes, it was for Mr. Parsons and Mr. Baker
18 to provide water from that well from that property.

19 Q And to the best of your knowledge, they
20 continued to do so through 2016, correct?

21 A Correct -- they -- yes, to the best of my
22 knowledge, from the point when I have received that
23 notice, Mr. Blevins had taken over that well, yes.

24 Q Did you have, and you may have covered
25 this already, so excuse me if I'm asking questions

1 you already answered, you had a -- did you have an
2 agreement with Parsons and Baker?

3 A For our water, an agreement, a signed
4 agreement?

5 Q Yes, a contract.

6 A No. We knew that just as homeowners that
7 was part of our deed, that we paid them for the
8 water service.

9 Q Did you receive a monthly bill?

10 A We received notices of our bills. We
11 received receipts for our payments.

12 Q What do you mean a notice of bill?

13 A Like, if we were behind at all, they would
14 send a notice. They sent you a notice that when we
15 first purchased the home, they sent us the notice
16 that, hey, this is the monthly bill fee; this is
17 where you pay it.

18 Q So you didn't receive monthly bills, but
19 as long as you were timely, you wouldn't receive a
20 notice either?

21 A Correct, yes, sir. I should have worded
22 it that way, I guess.

23 Q You're doing just fine. My questions are
24 kind of stream of consciousness. After Blevins
25 acquired the well, did you talk to Parsons or Baker

1 at all about it?

2 A That's how I initially found out because
3 there was a problem with the well. And that's when
4 Mr. Parsons said that Travis had taken it over, and
5 then it was shortly after that, that I had received
6 the notice.

7 Q Now, did you say at some point that your
8 residence was receiving water from the Taylor Well;
9 is that correct?

10 A No, no. Our well was providing Taylor
11 residents water.

12 Q Okay. I think I knew that.

13 A Yeah.

14 Q You had said at one point that there was a
15 pump dropped down in and that you -- let me
16 formulate this question better. If I remember
17 correctly, you said 2019 that a pump was placed in
18 one of the wells and it ran fine after that. Was
19 that the Tigger Well?

20 A That was the Tigger Well. That would have
21 been August 2019. They cut the hole in the roof,
22 dropped a pump down into the Tigger Well; then a
23 week later, they had to pull that pump and put
24 another new pump down. That is correct. That was
25 in August of 2019.

1 Q And you said that -- that pump came from
2 the Topo Well?

3 A No, that -- that was a brand new pump. It
4 was a five-horse variable speed from -- I don't know
5 if I can say the company, that did the work, but
6 they put a brand new pump down that well. My
7 statement about --

8 Q And it's worked since then?

9 A Yes.

10 Q The nine houses or the nine connections
11 that are served by the Tigger-1 Well, is there some
12 sort of geographic similarity that makes all nine of
13 those appropriate for a homeowner's association, but
14 not further owners that would be -- fed by
15 the Taylor Well, I mean. Where did the -- why is
16 the delineation drawn where it is?

17 A Because through conversation, those nine
18 were the original that were connected to the Tigger
19 Well. Those are the nine original service -- well,
20 Mr. Blevins would have been the tenth. There was
21 originally ten homes on that Tigger Well. And then
22 when the Taylor Well went down in July of 2019,
23 Taylor residents were connected to that Tigger Well.
24 So at some point because of the length, we couldn't
25 leave Taylor on ours, because you're talking pumping

1 water almost a mile.

2 Q And that's what I needed to know, thank
3 you.

4 A So that's why we couldn't -- yeah, okay.

5 Q And you said the Taylor Well was up and
6 running on June 6th; is that correct?

7 A Correct.

8 Q How far away is the Taylor Well located
9 from the Tigger-1 Well?

10 A I'd say probably -- as a crow flies,
11 probably a quarter mile. Somewhere between a
12 quarter and a half, a quarter and a half mile.

13 Q Do you know how many residents or how many
14 connections are served by the Taylor Well?

15 A I know there are five houses connected.
16 Originally, we thought there was four, but then I
17 was notified by another resident that they were
18 connected to that well approximately three -- four
19 weeks ago.

20 Q And do you know -- do you know how many
21 connections are to the Tigger-2 Well?

22 A There are six with Mr. Blevins connected
23 to it now.

24 Q Now, you seemed to earlier indicate that
25 you understood that he owned the Taylor Well; is

1 that correct?

2 A Correct.

3 Q And how do you know he owns the Taylor
4 Well?

5 A Through talking with the residents and
6 through back in July and through multiple
7 conversations that him and I have had, he offered
8 for me to buy that well, but he wanted \$9,000 for it
9 when it was nonoperational, and that would have been
10 last summer when we had a conversation. He also
11 offered for me to buy the Tigger Well last summer,
12 but he wanted 18,000 for that well. So that's how I
13 know that he owned it, plus when I turned the water
14 on for it, for our well on that July -- that July of
15 2019 when it -- that Taylor Well went down and I
16 went and turned it on, that's when Mr. Blevins
17 called me to turn it back off.

18 Q But you never seen any documentation that
19 he owns it, correct?

20 A No.

21 Q You didn't -- you didn't engage in any
22 kind of title search or anything like that with
23 Pulaski County in regards to the Taylor Well? Just
24 the Tigger Well, correct?

25 A Correct, yep, that's correct.

1 Q How often were outages? How often did
2 your -- did you experience water outages while
3 Blevins was in charge of your system?

4 A Oh, at least, three, four times a year.
5 The worst was in the winter, I tried to remediate
6 some of that by, like I said, I'd go over there and
7 I put the heater in there, make sure that the door
8 was sealed. I put spray foam under the door to try
9 to close some of the gaps. So I would say three or
10 four times a year, it would go out.

11 Q And for what length of time would an
12 outage be?

13 A For the most part, it wasn't -- for the
14 most part, it wasn't more than a day.

15 Q How about water quality?

16 A Water pressure, you never knew. There was
17 one instance last fall where all of a sudden, the
18 water pressure got up to 110 or 115 PSI, Mr. Blevins
19 stated, when it was spraying like crazy, that we had
20 complications and problems. There were other days
21 when the water was a really slow rate. It kind of
22 was up and down. It depended on how many people
23 that were on the system that were using their
24 showers, washing dishes and things like that at the
25 same time.

1 Q Did you notice anything in particular
2 about the water? Was the water under chlorinated,
3 over chlorinated, full of debris, just fine?

4 A The only thing -- not really full of
5 debris. I know we put a filter in our basement to
6 make sure and clean out any of the debris and things
7 like that and to kind of purify the water a little
8 bit. Probably the -- you could always tell whenever
9 DNR was going to come out and inspect, because it
10 would be chlorined. You would definitely smell the
11 bleach. So we would just have to run the outside
12 garden hose for a while; let it just drain out; and
13 then that would go away. But other than that, no,
14 we've had really clear water.

15 LAW JUDGE CLARK: I don't have any further
16 questions. Mr. Blevins, do you have any
17 recross-examination based upon my questions?

18 MR. BLEVINS: Let me think a minute,
19 please. In reference to the Taylor Well, do
20 you know when -- no, I have no further
21 questions, Your Honor.

22 LAW JUDGE CLARK: Any redirect?

23 MS. KERR: No. I'm sorry, no.

24 LAW JUDGE CLARK: All right, okay,
25 Mr. Grube, thank you for testifying today. You

1 may step down.

2 THE WITNESS: All right, thank you.

3 LAW JUDGE CLARK: It is 12:07 -- it is
4 12:07 right now. I'd like to break for lunch
5 for about an hour, so 1:07. So why we don't go
6 off the record, and everybody be back here at
7 1:07.

8 (Wherein, a lunch recess was taken.)

9 LAW JUDGE CLARK: We're back on the
10 record. When we left off, we just released
11 Witness Jeff Grube. Staff, you may call your
12 next witness.

13 MS. KERR: Thank you. I call Lori Jean.

14 LAW JUDGE CLARK: And, Ms. Jean, if you'll
15 come down to the witness stand and raise your
16 right hand to be sworn.

17 (Lori Jean sworn.)

18 LAW JUDGE CLARK: Staff, go ahead.

19 DIRECT EXAMINATION

20 BY MS. KERR:

21 Q Good afternoon.

22 A Hello.

23 Q Could -- could you please state your name
24 and spell it for the record?

25 A Lori, L-o-r-i, last name is Jean, J-e-a-n.

1 Q And are you currently employed with
2 anyone?

3 A I have -- I'm self-employed with two
4 different jobs.

5 Q Okay. And do you act as a certified
6 operator for any public water systems here in
7 Missouri.

8 A I have approximately 17 right now.

9 Q And where are they located?

10 A Mostly in the southwest and southeastern
11 regions. I don't have any more in the central
12 region in Missouri.

13 Q Okay. And were any of these -- excuse me.
14 Are -- or were any of these owned or run by Travis
15 Blevins?

16 A I did have three systems that were owned
17 by Mr. Blevins.

18 Q Okay, do you have those --

19 A They were --

20 Q -- systems anymore?

21 A No, I do not. I resigned on the 3rd of
22 February, and my last day officially with him was
23 March 3rd.

24 Q Okay. And which systems were you --

25 A Rolling Hills, Charity and Misty Mountain.

1 Q And what about Jeff Grube? Are you
2 certified or were you the certified operator for
3 him?

4 A For less than a month. They didn't have
5 to be -- stay with the DNR as a certified system, so
6 I only tested one time.

7 Q Okay. And that was the Tigger HOA?

8 A Yes.

9 Q Okay. Are there any homeowner's
10 associations that you know of --

11 A I have other homeowner associations, but
12 not in Pulaski County.

13 Q Okay. And how long have you been working
14 as a certified operator for water systems?

15 A For 21 years.

16 Q And does that -- do you have special
17 training or education, licensure?

18 A I know now that they make people go to
19 classes and different things, but when I became
20 certified, I didn't -- I was working for a mobile
21 home park that I didn't know needed an operator, so
22 I worked full time then at a hospital. So I just
23 went and got the testing materials from the
24 southwest regional office, bought books, home
25 studied and then went and took the test.

1 Q Okay. And is there any continuing
2 education -- kind of education or continuing
3 training that you do?

4 A Yeah, we have to renew every three years.
5 I don't remember exactly how many units you have to
6 have, how many hours, but I have to take -- I want
7 to say it's 30 that I have to take for distribution
8 and the 30 for treatment.

9 Q Can you explain what kind of training that
10 is?

11 A Well, there's different levels of a
12 certified operator. There's a DS-I, a DS-II and a
13 DS-III. And I am a DS-II. Then I also carry a
14 certification for treatment, a class C.

15 Q Okay. And can you just explain just
16 generally what kind of training that is, what kind
17 of education you had?

18 A The continuing education is a lot of math.
19 They have us keep retesting on our ability to do the
20 math, because the math can be quite complicated,
21 especially working with treatment. You have to be
22 able to measure how much in tanks and different
23 things like that, then there's constant updates as
24 to policy, DNR policy, and keeping up on what's
25 coming down the pike and what's been handed down

1 from the EPA.

2 Q And does that include, like, how to test
3 systems?

4 A How to collect the samples? Yes. That
5 hasn't changed much in 20 years. I mean, the
6 collection of the samples is pretty much the same.
7 Some of them have become a little more aggressive.
8 We have the routine bacterial samples that have to
9 be taken each month, but there are other samples
10 that have to be collected. Right now, we're doing a
11 lot of training and learning about the lead surface
12 lines issue that's all over the country.

13 Q Okay. And, so, being a certified
14 operator, what is that -- what does that entail for
15 a public water system like the ones Mr. Blevins had?

16 A The water system owner or operator, they
17 hire us to advise them and keep -- and help them
18 stay in compliance with the DNR. That's my best
19 description of it, is to keep them in line with the
20 rules and regulations of the DNR. We work basically
21 as advisers and testers. Some people test their own
22 wells and have a certified operator just on paper,
23 but I -- if I'm on there as their operator then I
24 test their system.

25 Q Were you doing that for Mr. Blevins?

1 A Yes.

2 Q How long were you doing that from?

3 A From August of '22. I first talked to him
4 in August 2022. I think my first sampling was
5 September of '22 until March of this year.

6 Q Do you know if there was a certified
7 operator before you started?

8 A There wasn't, to my knowledge. He had
9 just been activated as a system recently to that.

10 Q Oh, okay. And by activated, you mean by
11 DNR?

12 A DNR activated his systems -- some of his
13 water systems as public water systems.

14 Q Okay. You say some. What do you mean
15 by -- are there others that were not certified by
16 DNR?

17 A Yes, he had another well. The only one
18 that I know by name is called Rowden (sic), that
19 they call Rowden. And the only reason I found out
20 about them is because one of those customers called
21 me and wanted to know why I raised their water
22 rates.

23 Q Did you raise their water rates?

24 A No, I have nothing to do with water rates.

25 Q And as a certificated operator, do you get

1 paid to do that?

2 A Yes. We have the right to set our own
3 fee, and I base mine, you know, as to the frequency
4 that I have to go out there to a well and how far it
5 is from -- how far my travel time is.

6 Q Did you get paid by Mr. Blevins while you
7 were his certified operator?

8 A All but one month.

9 Q Okay. What month was that?

10 A The last month.

11 Q And in comparison to other -- I guess, is
12 there a comparison between the other water systems
13 you were or are a certified operator and Mr. Blevins
14 as to how much you got paid?

15 A Yes, I actually kind of discounted it,
16 even though I consider my general working area to be
17 the three counties near where I live, which would be
18 Christian, Greene and Webster County, Missouri.
19 Usually, if I go outside that area, it's a little
20 higher. I didn't charge him the higher rate that I
21 charged, for instance, I'm almost the contractor
22 operator for Royal Oak Charcoal in Salem; that's
23 quite a travel so they pay a higher rate. His rate
24 was -- per system, was \$75 cheaper per system.

25 Q Okay. Is there any reason for that?

1 A I live near I-44 at Marshfield. It's a
2 very easy drive.

3 Q Okay. And there is, like, an average
4 compensation that certified operators receive?

5 A If there is, I don't know. I always set
6 my own rates.

7 Q Okay. And what are your obligations to
8 the well or the system owner?

9 A Well, to make him aware of, you know,
10 changes. You know, bringing the wells up to par and
11 letting him know how his testing is going, when it's
12 due. I always let him know when I was coming out.
13 In hindsight, I don't know that that was a really
14 good idea, but I always try to communicate well and
15 let him know what the DNR expected and when there
16 was paperwork due and try to handle it the best I
17 could for him.

18 Q You just said you don't know if that was
19 the best thing to notify him ahead of time. What do
20 you mean by that?

21 A On two occasions, it was the same water
22 system, Charity, that I had let him know I was
23 coming and I passed him and his son leaving there as
24 I was going into the -- so I questioned whether they
25 were out there doing something to the system prior

1 to me getting in there.

2 Q Did you know? Did you find out if they
3 were?

4 A Later I had a complaint, had two
5 complaints from two people on Charity that their
6 water was heavily chlorinated. While I was there,
7 it didn't show any chlorine. I carry a chlorine
8 meter and checked that myself, and there wasn't any
9 chlorine. So if they had put some in there --

10 Q But you didn't --

11 A It hadn't reached the, fully reached, the
12 distribution lines whenever I tested, right. I
13 mean, I literally passed them within a mile of the
14 housing development.

15 Q And what are your obligations to the DNR?

16 A To keep my license up and to make sure
17 that I do everything I can to help them keep these
18 water well owners up to standards.

19 Q When you say standards, do you mean
20 like -- what do you mean? Health and safety or --

21 A Health and safety, documentation,
22 recordkeeping, all -- about everything. Trying --
23 if there's a breach in the system or a loss of
24 pressure, I'm to notify the DNR. I have to be
25 pretty on top of it to get all that information

1 relayed. I have to, a lot of times, rely on the
2 well owner to let me know what's happening,
3 especially when there's a distance. Because some
4 customers will call me, but not -- most of my
5 communication was with the well owner.

6 Q And what about -- what about Mr. Blevins?
7 Would he have -- what kind of communication did you
8 have with him?

9 A I always got along very well with
10 Mr. Blevins. If I called him and didn't get him
11 right off, he usually would call me back and in a
12 relatively short amount of time. Never had any
13 arguments or anything like that. He always stayed
14 in constant contact with me. There was always --
15 just toward the last few months, I noticed that I
16 wasn't being informed of some things that were not
17 proper. But other than that, I mean, we didn't have
18 any specific issues with our communication.

19 Q And the last few months -- what didn't you
20 find out? What do you mean there were some things
21 you weren't told?

22 A There was a water system -- or after
23 the -- what they called the Topo Well was moved onto
24 Pulaski County, there was apparently a break at one
25 of the residents' houses, and he called me and told

1 me on a Sunday that they were digging, digging this
2 place up, trying to figure out what was happening.
3 And he said it happened the day before, that this
4 break or breach happened the day before. And he
5 said, I'm sorry, I just couldn't -- I know I'm
6 supposed to call you, but I just haven't had time
7 while we're digging this up.

8 Come to find out, it
9 had actually broke the Thursday before.

10 Q Okay. So it wasn't the day before, it was
11 several days before?

12 A Right. And that concerned me that, you
13 know, if this digging had been going on, he had no
14 contact with me so that I could turn in the low
15 pressure report. I really don't know how long he'd
16 even been in contact with the DNR. I believe a
17 couple of residents contacted the DNR.

18 Q And did you ever act on your own -- did
19 you ever do anything with the well systems that you
20 didn't communicate with Mr. Blevins?

21 A Not really, no.

22 Q He -- excuse me. Do the -- the well --
23 the system owners or operators, do they act on their
24 own without letting him --

25 A To some -- to some things they can, and

1 there's other things they cannot. Low pressure
2 vents, to me, absolutely they shouldn't. They need
3 to contact their certified operator, and let us know
4 so that we can investigate -- we are obligated to
5 inform the DNR.

6 Q Okay. Did that ever happen when you were
7 the CO for --

8 A No.

9 Q Okay. So was your duties as a certified
10 operator for Mr. Blevins public water systems, was
11 that any different than the duties you had for any
12 others?

13 A The duties are essentially the same. They
14 might have different testing requirements and things
15 for different types of systems, you know. There's,
16 you know, what you do for a residential well will
17 not be what you do for a factory well.

18 Q Okay. But his -- your duties with his
19 wells were pretty much the same as you would have
20 for any other well you were a certified operator
21 for?

22 A Uh-huh, yes.

23 Q And can you describe the conditions of his
24 well systems that you are responsible for?

25 A Some of them were very nice, very well

1 taken care of, have nice well houses, especially the
2 Charity system. The Charity, the three wells that
3 were operational, there was one that did not work.
4 The other three were well cared for. Everything was
5 clean, neat, not a lot of bugs. Bugs are natural.
6 I mean, they're going to be in a well house. They
7 like that moisture and the heat and everything, so.
8 Those were very well maintained. Rolling Hills, the
9 well house there is almost inaccessible. It's,
10 basically, just a little -- what I call a dog house.
11 A short and small building that just barely covers
12 the top of the -- and the door would not stay on it.
13 And it was very dark, dirty and spider ridden. Not
14 fun.

15 Q Did that concern you?

16 A Yeah, it did. And I mentioned a few times
17 that we needed to get that fixed, and it didn't go
18 anywhere. So I just kept brushing back the cobwebs
19 and move on. They're not the worst well house I've
20 ever seen certainly.

21 Q Okay. What about the other -- were there
22 any other well houses that were --

23 A The Misty Mountain ones varied. The Topo
24 well house was actually probably in one of the best
25 conditions of the other Misty Mountain buildings.

1 Those buildings, I mean, they were, like I said,
2 I've seen much worse. His are certainly not the
3 worst well houses I've ever seen, but not the best
4 either. Misty Mountain could have -- especially the
5 Tigger-1 Well, what they call the big well, it was
6 in a pretty rough state for quite some time. Then
7 it got cleaned up late summer last year, early fall,
8 somewhere in there. They finally got in there and
9 got all the debris and some of the stuff I think
10 they were storing in there got moved out, new gravel
11 I think was -- chat or something was spread. Much
12 better conditions.

13 Q Do you know who did that?

14 A I assumed Mr. Blevins did, but I did not
15 specifically ask who did it. I know Mr. Blevins
16 instructed it to be done.

17 Q Okay. And what about the other well
18 houses that you said weren't in great shape. How
19 would you describe them?

20 A Well, like I said, the worst of them was
21 that Tigger-1 Well. The Charities were fine.
22 Several of them on Misty Mountain were fine. I
23 thought the Topo Well house was fine, but the Topo
24 Well had the biggest problems, the well itself. The
25 well house was properly constructed. It was just

1 small, and one -- when he has having these troubles
2 with the E. coli, and I suggested that the easiest
3 thing for him to do would be to go on chlorination,
4 that well house was not going to be accessible
5 because there was -- there was no room to add
6 storage for water retention, so. When you inject
7 chlorine, you have to have some way of retaining
8 that water so that it gets proper contact time with
9 the chlorine.

10 Q And that wasn't available with that --

11 A It wouldn't have been in that well house,
12 and being right there in somebody's yard, I didn't
13 know how he would do storage, other than to build a
14 bigger warehouse and put large tanks inside of it.

15 Q Was that ever done?

16 A No.

17 Q Over the course of the time you were his
18 certified operator, did -- what was the -- how
19 responsive was Mr. Blevins when something was wrong
20 or when something --

21 A Well, I really don't know, because I
22 always found out what was wrong or what was
23 happening after it happened. I never received a
24 call telling me something was going to happen.
25 Which in this business, you don't really know when

1 things are going to happen, but if he was going to
2 work on something, I wasn't informed of it.

3 Q Were you -- I'm sorry.

4 A Only when there was a problem and then he
5 was working on it, was I informed.

6 Q Were you supposed to be informed --

7 A Yes.

8 Q -- if he was --

9 A I should have been informed of pretty much
10 everything.

11 Q And can you give some examples?

12 A Preparing lines. Anytime you take the
13 well of the system, I should have been called.

14 Q And were you --

15 A No.

16 Q Okay. I'm sorry.

17 A Not until later. Not until later. Not as
18 soon as I should have been.

19 Q Okay. So what kind of -- what kind of
20 actions would he take that he wouldn't -- that he
21 was supposed to tell you but didn't tell you
22 afterwards.

23 A Like, when the late -- the one home there
24 on Topo had to be dug up, I should have been
25 informed the day he discovered it. Not four days

1 later.

2 Q And did you report that to anyone or did
3 you --

4 A I spoke to, I believe, it was Dalten
5 Young, and I've got a feeling -- I have several
6 systems so it's kind of hard to keep them all on
7 track, but I think he already knew before I did.

8 Q And that -- he's from DNR?

9 A Yes.

10 Q Okay. And did you ever tell Mr. Blevins
11 about your concerns about him not telling you right
12 away?

13 A We spoke about that multiple times, that I
14 needed to be informed whenever there was anything
15 wrong with the wells.

16 Q And what was his reaction?

17 A Okay.

18 Q Did he do it?

19 A No, no.

20 Q Okay.

21 A Not breaks. I mean, if -- a couple times
22 I believe he told me he was not going to be
23 available, that he had doctor appointments or he was
24 taking his wife somewhere to be seen, but not -- I
25 don't think I was ever informed on the day that

1 something happened that there was an event. I don't
2 believe I ever received a call the same day.

3 Q It was always several days later or --

4 A Two or more.

5 Q Okay.

6 A Two or more days.

7 Q All right. Ms. Aslin is going to hand you
8 what's been marked -- I believe we're on Exhibit 7.

9 (Staff Exhibit 7 marked.)

10 Q (By Ms. Kerr) Do you recognize what these
11 are?

12 A Yes.

13 Q I believe there's three of them.

14 A Yeah, they're the contractor operator
15 agreements that I prepare for each of my water
16 systems.

17 Q And there's one for Rolling Hills, one for
18 Charity and one for Misty Water Works?

19 A Yes.

20 Q Okay. Are they all about the same
21 language?

22 A Exactly. They should be almost exactly
23 the same.

24 Q And while you were -- does it -- what does
25 it set forth about what your responsibilities are,

1 the certified operator's responsibilities are?

2 A Of course, my main thing is I needed to
3 make sure all the testing was done appropriately on
4 time. If there's timing issues, we have to meet
5 with giving a sample drawn to getting it to a lab,
6 making sure all of that happens in timely manner,
7 and appropriately, you know, preparing the
8 documentation that goes along with them; and these
9 other samples that come up through the year, you
10 know, we have -- we have time limits on all of that,
11 so I have to meet all those time restrictions, and,
12 you know, keep an owner informed of if I saw
13 something that maybe needed some maintenance. The
14 report -- the inspections that DNR does, I always
15 take them, break them down on a spreadsheet so we
16 can stay on top of the things that need to be
17 addressed, because some things are recommendations;
18 some things are not satisfactory; and then other
19 things are straight out violations. So you have to
20 kind of take them in a priority.

21 Q Okay. So did -- these agreements -- did
22 these agreements, did they also set out what
23 Mr. Blevins' responsibilities were in any way?

24 A Yes, that he was -- his main thing, other
25 than, of course, to make sure I got paid, was to,

1 you know, inform me of any changes or anything with
2 the system.

3 Q So you operated under the understanding of
4 these agreements, right?

5 A Correct.

6 Q While you were his certified operator?

7 A Correct.

8 Q And would you say that you met your
9 obligations under the agreements?

10 A I feel like I did, yes.

11 Q And do you feel like Mr. Blevins met all
12 his obligations under the agreement, those
13 agreements?

14 A That's kind of difficult to say because
15 I -- for the first probably six months that I worked
16 for Mr. Blevins, I honestly felt like he was being
17 picked on. I've worked in many nursing homes and
18 hospitals, and I have kind of an affection for
19 elderly people. So I kind of felt bad for him for a
20 long time that -- and I do think that one particular
21 DNR person was very hard on him. As time went on, I
22 started realizing that some of the things he could
23 have been doing, he just wasn't. But, yeah, I kind
24 of went into this at first thinking he was really
25 being picked on really badly.

1 Q You said that changed?

2 A Well, that person left the DNR.

3 Q Okay.

4 A Or left to another position, but I'm just
5 so used to the southeast and the southwest regions,
6 where I feel like they are a little more
7 communicative, helpful at answering questions and
8 things. Once that person left their position at the
9 central field office, things got better. I mean, as
10 far as the communication, I didn't feel like, okay,
11 they're just picking on him. That kind of went
12 away. Some of it was because I realized what he was
13 doing and some of it was I think we got a nice
14 person that just -- wasn't hellbent on punishing
15 him. I kind of felt like that's how it was in the
16 beginning.

17 Q And since then, you mentioned some of the
18 things were things he was doing. What do you mean
19 by that?

20 A Well, he just -- it wasn't that he was
21 specifically doing anything. It was that he wasn't
22 doing -- and I really do believe partly that
23 Mr. Blevins is -- what he considers urgent and what
24 some of the rest of us consider urgent items, are
25 two different playing fields. Maybe it's him coming

1 from a different generation that being without
2 water, you figure it out. You know, the old-timers,
3 they figured out what to do. They didn't have
4 wells. Nowadays, you know, if the water goes off a
5 second -- I also manage mobile home parks. If the
6 water is off for five seconds, these people are
7 blown the phone up. You know, our shift in what's
8 an emergency and what's not, is much different, I
9 think, than how he sees it.

10 Q And what about how DNR sees it?

11 A DNR sees it, you know, we got to stay on
12 top of everything all the time, and I think
13 rightfully so, that's my opinion. But I do think
14 Mr. Blevins has a different skew of that.

15 Q Okay. So you didn't necessary go along
16 with, I mean, his idea of what's important isn't
17 necessarily what the regulations say is important?

18 A Yeah. I think there's just a
19 difference -- a different way that they -- they're
20 looking at things totally different. He doesn't see
21 people being without water as being urgent. You get
22 out there and, yeah, he wanted to fix it, but it
23 wasn't -- okay, I'll get out there when I can, kind
24 of thing, and it's more urgent than that when you're
25 dealing with regulations and the public.

1 Q Was that -- did that seem to be generally
2 how he acted?

3 A Yeah.

4 MS. KERR: I'm going to ask Exhibit 7 be
5 entered into evidence.

6 LAW JUDGE CLARK: Mr. Blevins, do you have
7 any objection to admitting Exhibit 7, the
8 system operator contracts, onto the hearing
9 record?

10 MR. BLEVINS: No objection.

11 LAW JUDGE CLARK: Exhibit 7 is admitted
12 onto the hearing record.

13 (Staff Exhibit 7 admitted into the hearing record.)

14 Q (By Ms. Kerr) Sorry, I'm just -- to go
15 back to that and for the record, on all those
16 agreements, it looks like -- it looks like you
17 signed them all. Is that --

18 A Yes.

19 Q -- accurate? Okay. So both you and
20 Mr. Blevins signed them?

21 A Yes.

22 Q Okay, thank you. So you said you're no
23 longer his certified operator and that was sometime
24 in March of this year?

25 A Well, I resigned the 3rd of February, so I

1 took his February samples, but -- and as of,
2 technically, 30 days is what's written in the
3 contract, that I need to give notice or he needs to
4 give me notice, and -- so I didn't take -- I took
5 March samples, but not April's. Or excuse me, I
6 took February's and not March.

7 Q Okay. Was there any reason for you
8 deciding not to be his certified operator?

9 A There was several reasons. One of them
10 was because we had an incident, I don't recall the
11 month but it was a couple -- maybe three months
12 before, where I went up there. That area, certain
13 parts of it, are not the nicest neighborhoods. It
14 never really bothered me too much until I had an
15 altercation with his grandson. Then after that, I
16 had reservations about going.

17 Q And, so, did you decide no longer to be
18 his certified operator or did he --

19 A I did.

20 Q Okay. Do you know if he has a new
21 certified operator?

22 A I don't know.

23 Q Okay. Do you know -- excuse me. It is
24 your understanding that as long as his water -- as
25 long as some of the well systems are regulated by

1 DNR, those systems need to have a certified
2 operator?

3 A Yes.

4 Q Okay. So compared to the other systems
5 that you -- that you work with, how -- how would you
6 describe his -- let's see, his ability to meet the
7 standards of the DNR regulation?

8 A Compared to the other systems I have?

9 Q Uh-huh.

10 A I have some where I have the same issues
11 with. Then I have -- but the majority, they act
12 pretty quickly, but the majority of what I have are
13 also factories that are owned by large businesses.

14 MS. KERR: Okay. Did you have -- when you
15 took the water samples -- well, never mind,
16 strike that. I don't think I have any further
17 questions right now.

18 LAW JUDGE CLARK: Mr. Blevins, did you
19 have any cross-examination for this witness?

20 CROSS-EXAMINATION

21 BY MR. BLEVINS:

22 Q Yeah, I do. I would. Ms. Jean, you
23 indicated that you were informed of things going on,
24 was there anything specific there that was going on
25 that you could relate to?

1 A I had heard from residents in some of your
2 housing developments that you or your son were
3 putting chlorine down the well prior to my arrival.

4 Q I see. I don't recall that, but, okay.
5 You also indicated one system was broke. What
6 system was that? Was that up on Topo?

7 A No, the one -- when I said there were
8 three working wells and one that was broken, that's
9 Charity and that's the one you called the concrete
10 well.

11 Q Oh, yeah.

12 A It was never in operation the entire time
13 I worked for you.

14 Q No, that's correct, yeah. I thought
15 that's the one you said had low pressure --

16 A There's --

17 Q -- or the broke one.

18 A There's been low pressure at every system
19 during the time I worked for you. I mean, at
20 different times?

21 Q At different times.

22 A Different times.

23 Q Yeah.

24 A Different reasons.

25 Q I hope we addressed those when we found

1 out. Rolling Hills, you refer to it as a dog house.

2 What is it constructed of? It's --

3 A It had plywood.

4 Q Is that the concrete well, right?

5 A No --

6 Q I know it's difficult to get in and out.

7 A It may have had some concrete to it, but I
8 know there was a plywood door that just --

9 Q Yeah.

10 A No matter what you did to it, it just fell
11 off and fell back on the ground.

12 Q The plywood door, that's correct. But the
13 entire house is concrete even the roof.

14 A Well, even though it's concrete, doesn't
15 mean it was clean and --

16 Q Right, I can agree with that, too. I just
17 wondered really what you meant there as a dog house.

18 A Well, a dog house. I mean, the size.
19 Size wise of a large dog house.

20 Q I know it's hard to get in and out of.

21 A Extremely.

22 Q You have to step down. I can't hardly get
23 in myself, but I didn't construct it. And urgency.
24 You're correct, in my opinion, as to what was
25 urgent. I always considered everything to be

1 urgent, I think. Did you mean that I would pay no
2 attention whatever?

3 A You pay -- you paid -- you seemed to
4 understand what was going on. I just don't think
5 you acted as quickly as someone else might have.

6 Q Okay. Oh, grandson.

7 A Yes.

8 Q Again, I would apologize. The problem you
9 had that was uncalled for. I have the same problem,
10 so does my wife. And at the present time, he's back
11 in prison, so I can't -- I'm sorry that that
12 encounter even happened. He was not even supposed
13 to be on our property, and especially to have a
14 conflict with somebody that pulled up in there.
15 The -- you did indicate that there was still a
16 payment due?

17 A Yes.

18 Q For which payment?

19 A The last payment. You had always paid
20 me -- most of my customers pay me right after I
21 finished going to a property.

22 Q Yeah.

23 A You always paid me the following month. I
24 never got the one for the last month.

25 Q Okay. I'll make sure you get that in the

1 mail, Ms. Jean.

2 A I've sent you several --

3 Q Have you?

4 A -- invoices. Yes.

5 Q That's very possible.

6 A One of them was in the last letters that
7 the PSC had sent that ended up coming to my house in
8 April, I believe it was. There was three letters
9 from the PSC that came to my home, again, addressed
10 to the legal department.

11 Q Yeah. I don't know why they addressed you
12 at the legal department?

13 A So I sent those to you in a certified
14 letter, and you did receive them and with a bill.

15 Q Okay, very possible. I apologize for
16 that, but I'll make sure it's paid to you. I would
17 like to make a comment that, not a question or
18 anything, but I did appreciate your work when you
19 did work with us.

20 A Thank you.

21 MR. BLEVINS: You were professional in
22 every aspect that I'm aware of, so thank you.
23 I have no further questions.

24 LAW JUDGE CLARK: Any Commission questions
25 for this witness? I hear none. Ms. Jean, I

1 have a few question for you.

2 THE WITNESS: Okay.

3 QUESTIONS

4 BY LAW JUDGE CLARK:

5 Q You had started off saying there's three
6 levels of training: DS-I, DS-II and DS-III --

7 A Correct.

8 Q -- and you said you're DS-II, is that
9 correct?

10 A Yes.

11 Q What's the difference between those three?

12 A The level of education.

13 Q Okay.

14 A And what you're -- what you're trained on
15 lets you work for different sized systems. A I is a
16 very small system like Mr. Blevins. I did not need
17 to have a DS-II to work for him. I got a DS-II
18 because of the system that I originally started with
19 in Nixa, Missouri required a DS-II and a treatment
20 class C. So I tested for the type system, so each
21 one goes according to how many residents and what
22 different types of things you'll -- would be doing,
23 but mostly the size of the system.

24 Q Okay. So a DS-III would be a larger
25 system?

1 A Would be a very large system.

2 Q And just for my understanding, the system
3 you started out on was a mobile home park; is that
4 correct?

5 A Yes.

6 Q Now, you said you got the impression a DNR
7 employee was picking on Mr. Blevins. What DNR
8 employee was that?

9 A Sebastien Clos-Versailles.

10 Q And what particularly made you feel he was
11 picking on Mr. Blevins?

12 A He just seemed very abrupt with him and
13 almost rude at times. He even made -- we had --
14 almost an argument, Sebastien and I, over the fact
15 he told me one day that he was going to get him.
16 And I said, you know, that's not really your job to
17 get him. I said, what aren't you helping him
18 because at first they weren't offering any
19 assistance. And later, they were. They were
20 offering him more technical assistance and trying
21 to -- but at first, it sure didn't seem like that.
22 It was very -- this is the regulation; this is what
23 you're going to do or I'm going to get you.

24 Q Okay. You said that later there -- that
25 at first it did not appear they were providing him

1 assistance but later they did. Do you know what
2 changed?

3 A Well, it seemed like Dalten and another
4 young man, I don't remember his name, were more
5 involved, then Jackie got involved. Jackie Johnson
6 and the other Jackie. There was another Jackie
7 before her. They started giving him more advice and
8 trying to get him to comply with things, and were
9 talking to him, I think, more on his level than
10 talking at him, spouting regulation numbers that
11 didn't mean anything to him.

12 Q When would you say this change occurred?

13 A It started gradually, but then
14 tremendously improved after Mr. Clos-Versailles left
15 the Central Field Office.

16 Q Do you remember when that was?

17 A I don't remember the date, I'm sorry.

18 Q Do you remember a month?

19 A I want to say it was mid, last summer.

20 Q Midsummer of last year?

21 A Somewhere around there, yeah.

22 Q So midsummer of 2023?

23 A Correct.

24 Q The altercation you had with Mr. Blevins'
25 grandson, was that water related?

1 A I was trying to be paid. Mr. Blevins had
2 told me to go his antique store to pick up a check
3 from Amanda, a young woman that worked as his kind
4 of secretary or assistant. I got there and she was
5 not there. I was told she was at her residence
6 across the road and up about a very short distance,
7 just a few 100 yards, when his grandson approached
8 me and demanded to know why I was there and grabbed
9 me by the arm.

10 Q Bear with me just a moment. Now, I know
11 you were in the room during the last witness,
12 correct?

13 A Correct.

14 Q And heard me saying I don't have a good
15 understanding of these systems. Can you give me a
16 better understanding of these systems, like, kind of
17 what their makeup is?

18 A Do you mean as far as one well to another,
19 the distance?

20 Q I mean, these three wells, two are in good
21 shape, one is inoperative, serve nine connections --

22 A On Charity.

23 Q -- prone to leaks, prone to bacteria.

24 A On the Charity system, two of the well
25 houses, both of them located on the Charity Lane on

1 the same street, were excellent water well houses,
2 kept clean, were in pretty good shape and didn't
3 have much issues. The one he calls the concrete
4 well did not work at all, never did work the entire
5 time that I worked for him. It was just a concrete
6 little slab building, and right along the Highway PP
7 and never did work as far as that. I don't know
8 when it last worked. Somebody apparently ran over
9 it is what I was told and caused it to be
10 inoperative.

11 Q But that system on the whole ran well?
12 The Charity system?

13 A It's on the Charity system.

14 Q I mean, was that well necessary to the
15 system or does the system run okay without it?

16 A It's running. It seems to be running fine
17 without it, but I can't -- I don't live there, so I
18 don't know how good of a pressure people are
19 getting. I've heard complaints of pressure
20 problems, but usually it was from a leak or
21 something of that nature. You know, sometimes these
22 wells, they've designed to only serve a few houses,
23 but they're been well constructed for a residential
24 well and will -- but that only lasts so long before
25 it just becomes hard on pumps and equipment to keep

1 that moving.

2 Q Okay. You indicated that the Rolling
3 Hills Well had the worst well house, correct?

4 A I want to say Tigger-2 on the Misty
5 Mountain was the worst well house. But the one on
6 the Rolling Hills was a very close second.

7 Q Okay. How many wells are in the Rolling
8 Hills system?

9 A Just one.

10 Q What well is that?

11 A It was just the one.

12 Q It just goes by Rolling Hills?

13 A Yeah, Rolling Hills.

14 Q Okay. Then the Misty Mountain system?

15 A Misty Mountain consisted of multiple
16 wells. There was: Tricia, Topo, two wells on Tigger
17 Lane, Tigger-1 and Tigger-2, and then Taylor. I had
18 had to sample for Taylor because it did not work,
19 while I worked for Mr. Blevins.

20 Q Now, were you there during any of the
21 incidents with the Topo Well?

22 A Yes, I came into it, it was already on a
23 boil order, and it was a mess. I mean, we'd get a
24 good test, come back, you had to come back so many
25 days later after you took a number of tests, like,

1 to get those results, you'd have to then go back and
2 take another series to try to get it off the boil
3 order and it would be bad again. So chorine
4 shocking it was not cleaning out whatever was
5 calling -- whatever was causing the E. coli.

6 Q And that well ultimately failed,
7 correctly?

8 A Yes.

9 Q Correct?

10 A Yes.

11 Q You were -- were you the system operator
12 when that well failed?

13 A I was.

14 Q And do you know what caused it to fail?

15 A It broke right at or just below the
16 pitless adapter and caused parts of it to plummet
17 into the well.

18 Q Now, how many connections were on the
19 Rolling Hills?

20 A I believe I had in my records 15.

21 Q At Misty Mountain?

22 A Yeah. Misty Mountain. I've never known
23 an exact number, because one well would not be
24 considered part of it and then they put another one
25 back on it that they thought Mr. Blevins had sold

1 them. So it was it -- it varied all the time. I
2 never got a good number.

3 Q Okay. now, you're currently the certified
4 operator for the Tigger-1 Well; is that correct?

5 A Not anymore.

6 Q Oh, I'm sorry.

7 A As of this month, I'm not.

8 Q You were the system operator?

9 A Just for one month.

10 Q And that has nine connections, correct?

11 A Yes. Actually, it had more at that time
12 because Taylor was still feeding off that well, so I
13 want to say it had 15.

14 Q Do -- I know the Taylor Well was not
15 operational while you were there. Do you know how
16 many houses were connected to the Taylor Well?

17 A Four or five.

18 Q And the Tricia Well was also part of the
19 Misty Mountains system?

20 A Yes.

21 Q And how many connections were on the
22 Tricia Well?

23 A Three, I believe.

24 LAW JUDGE CLARK: Do you know why these --
25 these systems were classified as -- I'm sorry,

1 that's a better question for DNR. Never mind.

2 I have no further questions for this witness.

3 Mr. Blevins, do you have any recross based upon
4 my questions?

5 MR. BLEVINS: No, none.

6 LAW JUDGE CLARK: Any redirect from staff?

7 REDIRECT EXAMINATION

8 BY MS. KERR:

9 Q You said -- you had said that two of the
10 wells, not the -- I guess the Rolling Hills and the
11 Misty Waters or Misty Mountain, those well houses
12 were not well kept. What did you mean by that?

13 A Well, the one on Tigger-2, or excuse me,
14 Tigger-1, the big well, there was a lot of debris
15 inside that well house for a very long time. Wires,
16 a couple pieces of metal and just -- it was a dirt
17 floor well house, which is not uncommon, but it was
18 not kept very well. It had a lot of debris just
19 like junk thrown inside the corner of the well
20 house. But that did all get cleaned up eventually.

21 Q Do you know if that got cleaned up after
22 Tigger -- the Tigger-1 Well became part of the HOA?

23 A No, this was before.

24 Q Okay.

25 A Well before.

1 Q Okay. and what about the other -- the
2 Rolling Hills, you said that --

3 A That house was still the same when I left
4 his employ.

5 Q What did you mean by that?

6 A The door still wouldn't stay on. It was
7 just a concrete plywood hut.

8 MS. KERR: Okay, okay. I don't have any
9 other questions, thank you.

10 LAW JUDGE CLARK: Thank you, Ms. Jean.
11 You may step down. Staff, you may call your
12 next witness.

13 MS. KERR: I call Jackie Johnson.

14 LAW JUDGE CLARK: Please be seated.

15 (Jackie Johnson sworn.)

16 LAW JUDGE CLARK: Staff, you may go ahead.

17 DIRECT EXAMINATION

18 BY MS. KERR:

19 Q Thank you. All right, thank you. Good
20 afternoon, could you please state your name and
21 spell it for the record?

22 A Jackie Johnson, J-a-c-k-i-e,
23 J-o-h-n-s-o-n.

24 Q And by whom are you employed and in what
25 position.

1 A I am an environmental program specialist
2 with the Missouri Department of Natural Resources.

3 Q And how long have you been in that
4 position?

5 A I've been in my section for five years. I
6 was an environmental program -- oh my gosh, I
7 blanked, analyst, then I became an environmental
8 program specialist. I've been in the same group for
9 five years.

10 Q Okay. Have you worked with DNR -- how
11 long have you been with DNR?

12 A Five years.

13 Q Just five years, okay. All right, I
14 wasn't sure if I understood. And what are your
15 duties and responsibilities in the position you're
16 in?

17 A I'm a case manager, so I provide
18 compliance assistance to systems that have been
19 referred to enforcement; then I also provide
20 compliance assistance, in general, to systems with
21 various types of violations.

22 Q And are you familiar with Mr. Blevins?

23 A Yes.

24 Q And how did you become familiar with him
25 or with his case?

1 A I took over as the case manager for the
2 various Blevins cases after a previous case manager,
3 Jackie Hooker, left for a different position.

4 Q Okay. Had you been in the case matter --
5 had you been in that position within the last five
6 years then?

7 A Yes.

8 Q Okay. And what's been your involvement
9 with his case in particular?

10 A Since I took over, I was the one who
11 drafted the administrative order for Misty Mountain
12 and then the administrative order on consent for
13 Rolling Hills, then the revised proposed versions of
14 the administrative order on consent for Charity.

15 Q Okay. And how often -- do you talk to
16 Mr. Blevins about his cases?

17 A It varies, but a lot. I would say we
18 probably average about once every other week we
19 speak.

20 Q Is that about the same as you do with
21 other systems that you're dealing with?

22 A No, I talk to Mr. Blevins far more often
23 than for my other cases.

24 Q Okay. Do you know why that is, or do you
25 have any reason -- do you have any ideas why?

1 A Well, part of it is there are three cases
2 with the same responsible parties, so that's going
3 to cause more communication, but also we just -- we
4 talk a lot about the different things that need to
5 be done for the different cases. Well, I do
6 communicate through writing and through e-mails, I
7 think, based off of my conversations, Mr. Blevins
8 prefers to talk versus getting an e-mail.

9 Q And does he call you, do you call him?

10 A Both.

11 Q Okay. And when you reach out to him, how
12 responsive is he?

13 A He's very responsive. He takes my call
14 when he is available. If he isn't able to, he will
15 call me back in a pretty short period of time. I
16 don't get as much response from written
17 correspondence whether it's letters or e-mails.

18 Q When you ask for him to give you something
19 or get back to you with an answer, how responsive is
20 he then?

21 A I have had some trouble getting things
22 returned by deadlines. I do usually get a response
23 eventually, but it's not usually in a timely manner
24 as far as there's a deadline for something to be
25 turned in, those deadlines are usually not met.

1 Q Okay. And you said you had three cases
2 open with regards to Mr. Blevins?

3 A Yes.

4 Q And how long have you -- how long have
5 they been opened or have you been working on them
6 with -- do you know?

7 A Yeah, that's kind of two parts because I
8 took over. So the three systems were sort of
9 officially referred to enforcement in November of
10 2022, and then I took over as case manager from the
11 previous case manager around February of 2023, then
12 we continued working through that process since
13 then.

14 Q Okay. And we're talking about the same
15 three that other people have testified to, the Misty
16 Mountain, Charity and Rolling Hills water systems?

17 A Yes.

18 Q Okay. I just wanted to make sure we're
19 all talking about the same thing. And so when a
20 case gets -- gets to you, how does -- how does a
21 case get to your section or get to you?

22 A Typically, it will start with the regional
23 office. So they will be working with the system and
24 violations, you know, there's some ongoing issues.
25 If their compliance assistance isn't successful in

1 returning a system to compliance, then it would get
2 referred to us. It can be based off of a formal
3 referral from the regional office, or sometimes we
4 become aware of situations. So in this case,
5 because this was a new system, specifically Misty
6 Mountain, we didn't really have a long history of
7 compliance issues. As soon as they started
8 collecting samples, we had the E. coli and that
9 wasn't getting better. Actions weren't being taken
10 to return them to compliance, so in that case, it
11 got referred to enforcement pretty quickly compared
12 to a normal system. Then Charity and Rolling Hills,
13 we already identified had as noncompliant wells, and
14 the solution to that is enforcement; and so that's
15 why these all kind of came directly to enforcement
16 without necessarily having to go through some of
17 that earlier compliance assistance.

18 Q So what kinds of -- what kind of
19 resolutions are possible then in these cases?

20 A Once it gets referred to enforcement, we
21 have a couple of options for formal enforcement
22 actions. The first is what we call an
23 administrative order on consent or AOC, that is a
24 negotiated agreement between the system and
25 Department of Natural Resources for certain actions

1 that have to be taken, so there will be deadlines.
2 AOC may contain an administrative penalty if there
3 were violations, but it gets sent to the system;
4 they would sign it; it comes back to DNR; we would
5 sign it and it becomes effective.

6 If a system won't participate in that
7 negotiation or we can't reach an agreement, we have
8 the option to have an administrative order or an AO
9 and that is a unilateral order. It becomes
10 effective just with the Department's signature.
11 It's not a negotiated agreement. We also have those
12 as an option if we -- if we don't think that the
13 normal AOC process is going to be successful or
14 there are things like an urgent health risk. If
15 they have signed an AOC or we have the
16 administrative order, the AO, and it's not being
17 complied with, we have the option to also escalate
18 enforcement to the Attorney General's Office. We
19 can refer a case to them.

20 Q And -- sorry. And you said sometimes an
21 AO is -- is that entered or not entered in? I guess
22 you would just issue an AO, administrative order, if
23 there's urgent health need. Were any of
24 Mr. Blevins' systems -- was the AO issued to
25 Mr. Blevins because of that?

1 A We did go with the administrative order,
2 that unilateral order for Misty Mountain, and part
3 of the reasoning behind that, it was twofold. There
4 had been a lack of action toward returning to
5 compliance and determining what the cause of that E.
6 coli and the ongoing boil order, but also because it
7 was E. coli and it had been going on for months. It
8 needed to be a faster process than the typical AOC
9 would take.

10 Q Okay. So are there any other disciplinary
11 actions available to take against violators by DNR?

12 A We could issue something called an
13 emergency abatement order. Those are -- it's built
14 into the statute, if there is an imminent health
15 risk, we can issue -- we call it an EAO, an
16 emergency abatement order. Those are pretty
17 uncommon.

18 Q Okay. And then do you -- I'll get to that
19 in a moment. Before we get into that too far, can
20 you explain what it means to be a public water
21 system under DNR regulations?

22 A Sure. That definition comes from the
23 federal level from the EPA. So a public water
24 system serves 15 connections or at least 25 people
25 for an average of at least 60 days out of the year.

1 Q Okay. And, so, how many of Mr. Blevins'
2 systems were considered public water systems under
3 the Missouri Department of -- or under DNR
4 regulations?

5 A We have three regulated systems. We have
6 Misty Mountain, Charity and Rolling Hills.

7 Q Are there some that -- are those different
8 than the systems that are not designated by -- as
9 public water systems?

10 A I am aware of other wells that are
11 purported owned by Blevins, such on Rejoice and on
12 Rowden. Those don't meet that threshold to be a
13 public water supply either with the connections
14 and/or the number of people served.

15 Q Okay. So he could -- so he could be
16 operating some well systems that are not regulated
17 by DNR and then in addition to the three that are
18 regulated by DNR; is that right?

19 A Yes.

20 Q To your understanding? Okay. Do they get
21 different treatment from DNR or are they just not
22 regulated at all?

23 A If they don't meet that threshold, then
24 they're not regulated by DNR.

25 Q Do you know if they're regulated by any

1 other agency?

2 A I don't.

3 Q And, so, with the public water systems
4 that Mr. Blevins operates, are there multiple wells
5 that make up the one well system or water system or
6 how does that work?

7 A Rolling Hills only has a one well, and
8 that well on its own has enough connections and
9 populations served. For Charity, there are four
10 wells. Three that have been functional. One
11 referred to as the concrete well is kind of in the
12 process of coming back online. Those have
13 interconnected distribution systems, but they also
14 have common ownership. So there was a case that
15 kind of established the precedent was McGinnis
16 Estates, that if there is that common ownership,
17 even though each individual well may not have enough
18 connections or populations served together with that
19 common ownership, they do, and that's why we
20 regulate, like, Charity, for example, as a public
21 water supply, even if, you know, the first well on
22 PP doesn't have 15 connections or the 25 people.
23 It's the same situation as Misty Mountain.

24 While the number of wells involved in
25 Misty Mountain does kind of vary, like Tricia is no

1 longer part of it, Tigger, the big Tigger Well
2 isn't, but Taylor is back in, it's still has -- as
3 it's waffled back and forth with the different
4 wells, stayed at that threshold of 15 connections
5 and/or 25 people served 60 days out of the year.
6 They do have that common ownership which is why they
7 get to count together.

8 Q Okay. So with regard to Mr. Blevins' well
9 systems, there have been references to Misty
10 Mountain and then there's Misty Water Works. Do you
11 know what the difference is? Can you explain that?

12 A As Mr. Grube was testifying, it's been
13 hard to tell who the continuing operating authority
14 is. So that's why in our order we refer to
15 specifically Leon Travis Blevins and Patricia
16 Blevins, because in the documentation that's
17 available, say, through Pulaski County through their
18 recorder, a lot of the records for the different
19 properties and wells have both of their names on
20 them. And, so, we put a specific corrective action
21 in the three orders that we have, that whatever that
22 continuing operating authority is needs to be
23 registered --

24 Q Okay.

25 A -- with the Secretary of State.

1 Q Okay, and you're talking about if that's a
2 business or that's registered as a business?

3 A Yeah, if you go to the Missouri Secretary
4 of State's site and try to find Misty Water Works,
5 it's not a registered business entity, neither is
6 Outlaw's Corral or -- we weren't able to find any
7 LLCs or corporations or anything, which makes it
8 hard to know who the responsible party is,
9 especially when documentation exists with a name
10 that doesn't necessarily truly exist, as far as
11 being registered with the Secretary of State. So we
12 have written in our orders referring to that Misty
13 Water Works, because it was used for at least some
14 of the time as the operating authority, but that is
15 something that needs to get cleaned up and cleared
16 up through our administrative orders, is whatever
17 that actual operating authority is needs to be
18 registered with the Secretary of State.

19 Q And whose responsibility is that to -- to
20 do that, to fix that?

21 A That would be the Blevins.

22 Q Okay. And have they done that, or has he
23 done that yet?

24 A Kind of. So Mr. Blevins did register an
25 HOA for each of the systems. So there is a Misty

1 Mountain water supply HOA, and one for Charity and
2 one for Rolling Hills. The issue that I ran into
3 for our cases is that while those HOAs were
4 registered, I was never given a copy of the bylaws
5 that would or should show there actually is an HOA
6 or any sort of information about membership, because
7 like I said, Mr. Grube was talking about residents
8 that were joining the HOA were supposed to pay a fee
9 and then continued paying a water fee. I don't know
10 if anyone ever actually joined. So while these
11 three entities were registered with the Missouri
12 Secretary of State, I don't know that
13 they actually have any involvement in the operation
14 of these three water supplies.

15 Q Okay. So is there a centralized
16 distribution system for the wells that provide water
17 systems to all the residents or how -- you might
18 have already answered this but --

19 A Well, yeah, it's complicated. Rolling
20 Hills, it has a single well and a single
21 distribution system. That one is simple. At
22 Charity, there are three functioning wells and one
23 that's on its way, and those distribution systems
24 are interconnected. Then at Misty Mountain, they
25 are not. So, for example, the homes on Taylor that

1 are served by the Taylor Well, now the Tigger-1, the
2 big Tigger well is disconnected, those homes are
3 served by their own distribution system. Same for
4 the homes on Topo; they have their own distribution
5 system. It's the same way for each of those. So
6 the short answer is, it's different at each one.

7 Q Okay. So as the operator of a public
8 water system, what's the operator's -- what's
9 required of the operator? Anything under DNR?

10 A Under 10 CSR60.14, that's chapter 14 in
11 our code of state regulations with drinking water
12 regulations, it defines what is a chief operator and
13 what their responsibilities are. So, ultimately,
14 they're responsible for the quality and the quantity
15 of water provided as a system that's required to
16 have a certified operator.

17 Q Okay. Is Mr. Blevins complying with those
18 requirements with regard to all three of the public
19 water systems?

20 A No.

21 Q And what do you mean? Could you explain
22 that?

23 A So because Charity and Misty Mountain and
24 Rolling Hills public waters are all community public
25 water systems, they are required to have a properly

1 certified chief operator. They're each classified
2 as level DS-I or distribution level I. So they have
3 to have an operator with at least that
4 certification. As of this time, they do not.

5 Q Okay. Are there any requirements of the
6 public water systems that Mr. Blevins' systems are
7 not complying with?

8 A Yes.

9 Q What are they?

10 A All of those systems: Charity, Rolling
11 Hills and Misty Mountain are required to collect one
12 routine -- well, I shouldn't say one. They're
13 required to collect bacterial samples per month.
14 The number of samples varies by system. Rolling
15 Hills collects one. Misty Mountain collects more
16 because of those distribution systems, but either
17 way, they're all required to collect those routine
18 bacteriological samples each month, and that has not
19 happened for all three systems for the months of
20 March, April or May. And we're getting pretty deep
21 into June, and I haven't seen samples yet. And then
22 there was an additional violation at Misty Mountain,
23 not enough samples were collected, I think, in
24 February.

25 Q Okay. And is that usually the certified

1 operator that does that or the owner or -- the
2 actual well operator?

3 A It depends on the system. You do not have
4 to be a properly certified operator to collect those
5 routine samples, but some systems prefer their
6 operator to do it, since there are already paying
7 for an operator, they have them to collect the
8 samples.

9 Q So can Mr. Blevins collect those samples
10 even though he doesn't have a certified operator
11 right now?

12 A Yes.

13 Q And you're saying he hasn't?

14 A Yes.

15 Q Okay. Is that a concern for DNR?

16 A Yes.

17 Q Can you explain why that's a concern?

18 A At this time, we don't know about the
19 safety of the water without those routine
20 bacteriological samples, we don't know if the water
21 is bacteriologically safe.

22 Q Again. Why is that concerning?

23 A People are drinking that water and, so,
24 it's important that they know the water is safe.

25 Q Okay. And there's been some talk about

1 his wells being noncompliant wells. Can you explain
2 what that means?

3 A As community systems, you're required to
4 have wells that meet certain standards. The wells
5 for all of the systems, Misty Mountain, Charity and
6 Rolling Hills, were built to either domestic or
7 multi-family standards, not to public water
8 standards. So when we became aware of the systems
9 and we activated them, we did what we call a well
10 determination, and looked into what we know about
11 the construction of the wells, standards they were
12 built to, so all of the wells at the three systems
13 are noncompliant. They were not built to the proper
14 standards for a public water system.

15 Q So is there -- are they still -- even
16 though they're considered noncompliant, could they
17 still be safe or useable wells? I mean, they
18 supposedly are.

19 A Yes, that is why we have written some of
20 the orders. So the order for Rolling Hills that
21 Mr. Blevins referred to earlier that he and his wife
22 signed, that is what we call a noncompliant well
23 agreement. It's a type of administrative order on
24 consent. It acknowledges the well at Rolling Hills
25 wasn't built to standards but under certain

1 conditions can continue to be used. And part of
2 that order is a path toward getting a permit to
3 dispense water, which is required of public water
4 supplies. That permit will also document that the
5 well was noncompliant and it will have some
6 stipulations, such as not being allowed to add
7 additional connections in the future. The Charity
8 order, which is still in negotiation, also contains
9 a noncompliant well agreement. For Misty Mountain,
10 it's a little more complicated because it has the
11 Topo Well, which has collapsed, but it also has the
12 other wells which are noncompliant.

13 Q And is there -- is he required to fix
14 those wells or bring -- or do something to those
15 wells to bring them into compliance or --

16 A He is not, because what makes them
17 noncompliant comes down to the actual construction.
18 So a lot of the things, case and depth, casing
19 materials, how the grout was applied, that can't be
20 changed once the well is made. So that's why we
21 have these agreements, though, to acknowledge it
22 wasn't built to the proper standards at the time,
23 but there is a path forward to still being able to
24 use those wells.

25 Q What do you mean by path forward?

1 A We have to have this effective
2 noncompliant well agreement, so the effective
3 administrative order on consent. And then it has
4 some -- it sort of then has a set of corrective
5 actions built in. So you have to continue
6 collecting your regular samples. If there are
7 issues with those, then additional corrective
8 actions can be triggered, such as if you have E.
9 coli, you may have to have chlorination. Then as
10 long as the sampling is safe, and then those extra
11 steps are followed if needed, then you can continue
12 to use the well.

13 Q All right. So when you issue an AO, an
14 administrative order, an administrative order on
15 consent, what do they become -- do they become final
16 at some point or explain that?

17 A Yeah, so an administrative order is an
18 unilateral order. It's effective upon the date of
19 the Department's signature. They can be appealed to
20 the administrative hearing commission for 30 days,
21 and that's built into state statute. If it is
22 appealed and that appeal is denied, say it wasn't
23 filed in a timely manner, then the order is
24 effective. If the appeal is heard by the
25 Administrative Hearing Commission, they make a

1 recommendation that goes to the Safe Drinking Water
2 Commission, and they can either accept that
3 recommendation or modify it, but they would
4 determine at the end whatever their decision is,
5 whether that order is going to be upheld or if there
6 needs to be changes to it.

7 Q Okay. So does it become final then?

8 A Yes.

9 Q Okay. And -- and the administrative order
10 on consent, does that become final? When does that
11 become final?

12 A So that would be effective once it has the
13 parties' signature and the Department's signature.
14 We have a paragraph at the end of it that's a waiver
15 of right of appeal. Since it's a negotiated
16 agreement, you won't necessarily need to appeal to
17 something that you've already agreed to. So by
18 signing it, you're waiving your right to appeal that
19 order to the Administrative Hearing Commission.

20 Q Okay. So as soon as everybody signs it,
21 that's a final order basically?

22 A Yes.

23 Q Okay. And the administrative order you
24 said that can be appealed to the Administrative
25 Hearing Commission, and then when does -- is that

1 appealed at all? Do you know?

2 A The appeal of the appeal?

3 Q Yes.

4 A I don't know --

5 Q Okay. That's fine. Now, what happens if
6 the corrective actions -- are there -- you said
7 there are corrective actions included in those two
8 types of orders?

9 A Yes.

10 Q And what happens if the corrective actions
11 that ordered or consented to are not met?

12 A If a system has an effective order and
13 they're not complying with it, we will try and use
14 compliance systems. We'll reach out. We'll remind
15 them of deadlines. We try and see if deadlines need
16 to be changed. But if a system is truly not going
17 to comply to their order, we can refer that case to
18 the Attorney General's Office.

19 Q And what would the Attorney General's
20 Office -- would they file it somewhere else?

21 A So they could file in the circuit court to
22 enforce the order.

23 Q Okay. And do the corrective actions --
24 would these include fees or penalties that are --
25 that are ordered?

1 A It could. For example, the Misty Mountain
2 order does contain administrative penalties because
3 Misty Mountain had violations that were issued by
4 the Department prior to us writing that order. So
5 it does contain an administrative penalty. Not
6 every order does contain penalties.

7 Q Okay. So if the person doesn't pay the
8 penalty or the fees, does that go through the
9 same -- same steps that you might refer back to the
10 AGO?

11 A Yes.

12 Q Okay. Okay, so we've been talking about
13 the -- we've been talking about the administrative
14 orders. Ms. Aslin is going to hand you what's been
15 marked as Exhibit 8.

16 (Staff Exhibit 8 marked.)

17 Q (By Ms. Kerr) So is -- before -- actually,
18 before I get to that document, I have a couple of
19 questions. Has DNR filed an administrative action
20 against all three systems?

21 A We have an effective order with Misty
22 Mountain and with Rolling Hills. I have been in an
23 extended negotiation process with the order for
24 Charity, and so that order is still not effective.

25 Q Okay, okay. All right, so now looking at

1 Exhibit 8, can you -- do you recognize what's in
2 those documents?

3 A Yes.

4 Q What is that? Could you explain that?

5 A These are copies of the effective orders
6 for Rolling Hills and for Misty Mountain.

7 Q Okay. And does this say on here when they
8 were issued?

9 A It does. If you go to page 20 of 20 of
10 the first order, which is the order for Misty
11 Mountain, it has the signature from our department
12 and the date. So that order was issued on
13 December 28th of 2023.

14 Q Okay. Then there's the second order for
15 Rolling Hills?

16 A Yes.

17 Q That's an administrative one,
18 administrative order on consent. That one was
19 negotiated?

20 A Yes, for Rolling Hills.

21 Q And that was done when?

22 A Page 15 of 15 of that document shows the
23 Department's signature was May 13th of 2024.

24 Q Okay. Now, there's also a letter between
25 the two orders, right after page 20 of 20. Can you

1 explain what that is? Is that part, one part, of
2 the Misty Mountain order, or where, I guess, does
3 that fall in?

4 A We already had an effective administrative
5 order for Misty Mountain, but after that order
6 became effective Mr. Blevins let us know -- well, I
7 guess everybody did, that the Tigger HOA had been
8 formed. So because our order said Mr. Blevins owned
9 and was responsible for the big Tigger Well, but
10 that had changed and it became clear the
11 responsibility was actually on someone else, we
12 needed to address that. And, so, rather than
13 issuing a new administrative order, we wrote this
14 letter that says we won't enforce any requirements
15 that relate specifically to the big Tigger Well. So
16 the order stands. The effective order for Misty
17 Mountain and this letter acknowledges there's been a
18 change with Tigger, and we're not going to enforce
19 anything relating to it.

20 Q Okay. So it's just kind of an explanatory
21 letter? Okay. So with regard to the first one,
22 Misty Mountain administrative order -- or
23 administrative order, what were the main problems
24 and violations noted in that one? You don't have to
25 read through it, but just generally summarize.

1 A So there's a section and it's the
2 statement of violations. Most of the violations
3 relate to the ongoing E. coli issues that were
4 happening at the Topo Well, which is part of Misty
5 Mountain. Not just that it had E. coli, but the
6 failure to correct that and to complete certain
7 required actions. It also acknowledges that there
8 are noncompliant wells being used at this system,
9 and that it does not have a permit to dispense
10 drinking water.

11 Q And how long had these problems been going
12 on? Do you know?

13 A The E. coli was an issue as soon as the
14 first samples were collected. So the system was
15 identified in the summer of 2022. We had received
16 some complaints at the Department prior to that. It
17 took several months to visit the site and kind of
18 tease apart the ownership, because it was confusing
19 and figure out which wells were interconnected,
20 which or wells had common ownership, which made
21 sense. So once the systems got activated and
22 samples were collected, immediately there was an
23 issue with E. coli at the Topo Well on Misty
24 Mountain and that continued until the well failed.

25 Q Okay. And what about the other -- the

1 other wells? What problems did you have with those?

2 A We did not have many issues other than
3 them being noncompliant for the other wells. It was
4 just that -- which wells were part of Misty Mountain
5 kept changing. So, for example, the Taylor Well was
6 owned by someone else; then it was owned by Travis
7 or, sorry, Mr. Blevins; and then the Tricia Well,
8 was the one I think that Lori Jean was referring to
9 that kept being in and out of the system, because it
10 was unclear if it was actually sold or not. So it
11 was a challenge figuring out which system -- which
12 wells were part of the Misty Mountain to include in
13 the order.

14 Q Okay. And how responsive has Mr. Blevins
15 been to resolving the problems, the issues noted?

16 A He has not paid the administrative
17 penalty, which should have been paid, I believe, it
18 was within 30 days of the effective date of the
19 order. He did talk to me about going on a payment
20 plan, but didn't actually provide any, like,
21 proposed payment options, so he has instead not paid
22 it. He has been continuing to collect the samples
23 up until the past couple of months, which is one of
24 the requirements. He has not plugged the Topo Well,
25 and the deadline for that is tomorrow, June 25th.

1 There's a deadline in there tomorrow of June 25 also
2 to submit the technical, managerial and financial
3 capability documentation. So those two deadlines
4 haven't been missed yet, but they're tomorrow.

5 And then he was required to register
6 the continuing operating authority with the
7 Secretary of State. He did complete -- he needed to
8 pay the outstanding primacy fee, and that did get
9 paid. However he has since not paid the laboratory
10 fee, which is now overdue.

11 Q Okay. And how long has he not paid the
12 lab fees?

13 A Those fees are due at the end of February,
14 so he would have gotten an invoice approximately in
15 January. They send a follow-up letter of warning
16 around the end of March or the beginning of April,
17 then violations go out. So there have been several
18 notices, and I sent to him the invoices, but I think
19 right now, the current fee right now with the
20 interest, is \$309.

21 Q And does that include last year's fees?
22 Does he still owe those?

23 A No, he did pay the primacy fee, which was
24 last year. But the laboratory fee for this year has
25 not been paid.

1 Q Was there a lab fee for last year?

2 A Because of when he was activated, I'm not
3 sure. I would have to look and see.

4 Q Okay. Okay. And so what effect does --
5 does it have on the safety of the water? The fact
6 that he hasn't done samples, the fact the samples
7 have come back with E. coli?

8 A So for the ones that were testing
9 positive, there is a chart in this order that goes
10 through all the different samples that were either
11 total coliform positive or E. coli positive. That
12 is a huge issue, because that water is not
13 bacteriologically safe. For as far as not paying
14 the fee, if the samples are sent in, we're still
15 testing those. There's -- the lab fee isn't being
16 paid. The bigger concern is that -- like, for that
17 first corrective action, it says you need to
18 continue collecting the required samples and that
19 hasn't been happening.

20 Q So not knowing the -- not having the
21 samples, not knowing what's -- what the water is
22 like, what kind of concerns does that bring to DNR?

23 A Well, the concern is that we don't know if
24 the water is safe at this time, especially if the
25 system -- where we know there was an ongoing issue

1 with E. coli. While it was on Topo and Topo Drive
2 Residents now get their water from the Public Water
3 Supply District, it's still a concern overall of
4 operation of the system if the water is safe?
5 That's why we collect those samples is -- or why
6 they submit those samples so we know that the water
7 is safe.

8 Q Okay. And you say he hasn't collected
9 those since -- or you haven't gotten any since
10 March? Or you didn't get from March forward?

11 A Correct.

12 Q Okay. What if he still doesn't provide
13 them for the next -- next month and the next month?
14 Is there any action that DNR takes or --

15 A We will continue to issue monthly
16 violations if there's samples that are not
17 submitted. If these deadlines are not, these
18 deadlines of tomorrow are really the last deadlines
19 within the order, because submitting this
20 application for the permit to dispense is supposed
21 to be 60 days after all the other actions are
22 finished. If Mr. Blevins is not going to meet his
23 deadlines and not comply with the order, then our
24 next step would be referral to the Attorney
25 General's Office, and at that time, while the

1 violations we're talking about for not collecting
2 samples aren't in this order, it could be included
3 in any actions the Attorney General's Office would
4 take.

5 Q Okay. So is there any notice given to --
6 given to the public about the testing and whether
7 they had been tested and how they've been tested?
8 What the results are?

9 A So for the routine monthly samples, the
10 bacteriological samples, those are not specifically
11 provided to the customers. We do have a website
12 that customers can go to, which I went to the public
13 meeting with the Public Service Commission, I went
14 over that with a lot of people that were there; how
15 to look up their results; and that's available 24
16 hours a day, seven days a week through Missouri
17 Drinking Water Watch. So customers can see their
18 routine results; they can see repeat samples, things
19 like that. As far as notifying customers, if you
20 don't collect a sample, there's a public notice
21 requirement for each of those violations.

22 Q Can you explain that?

23 A So for public notice, a water provider
24 would have to -- we send a form for that, but they
25 provide that to their customers, that explains what

1 happened; they have space on there to write why it
2 happened; and then they put their contact
3 information. And there are specific ways it has to
4 be posted whether it's a community system or a
5 noncommunity system. Then they have -- the water
6 provider would send back the form that they posted
7 for their customers and a certification for how they
8 notified their customers.

9 Q And do you know if Mr. Blevins did that?

10 A He has not done that yet for these current
11 violations, but they're also not overdue. So for
12 the specific type of violation for not collecting
13 your monthly sample, there's a year to complete that
14 public notice.

15 Q Okay. So what if he doesn't provide
16 samples for eight months? Is there something the
17 DNR does or is there some kind of notice that DNR
18 sends out?

19 A If the system misses four or more samples
20 within a rolling 12 moth period, then we send them a
21 letter and notify them that they're what we call a
22 chronic monitoring violator. We also post that
23 information on our DNR website of chronic monitoring
24 violators, so that the public can be aware that
25 there's a system that is not collecting their

1 samples.

2 Q So if Mr. Blevins does not provide a
3 sample, I guess, would it be for July or August,
4 would then he be considered a chronic monitoring
5 violator?

6 A I think it would be June, because we
7 haven't gotten samples for March, April, May. If we
8 don't get any for June, then that would be four
9 violations within a rolling 12-month period. Those
10 three, though, were going to hang on for a while.
11 So even if he does collect a sample in June, if he
12 missed one in, say, October, then that would still
13 be four violations in a 12-month period. So it's
14 going to be very important, if he does not want to
15 be on that list, that he collects all of his samples
16 forever, which you should anyways, but if the goal
17 is avoid being a chronic monitoring violator, he has
18 to for at least the next 12 months.

19 Q About what -- are there -- what you would
20 say the number of people -- or the number of
21 operators that are on this -- or designated as this
22 chronic monitoring violator? Are there a lot of
23 them, just a few? I mean, how would you describe
24 that?

25 A It's not a very long list. I looked the

1 other day, I guess it was last week, and I don't
2 think there were even 20 systems on that list.

3 Q In the whole state of Missouri?

4 A Yes.

5 Q So, usually, for the most part, everybody
6 gets samples to DNR?

7 A If they miss some, they don't miss that
8 many.

9 Q Okay. So on the administrative order for
10 Misty Mountain, were there fines assessed on that
11 one?

12 A Yes.

13 Q Is that separate, like, lab fees or
14 whatever that was overdue?

15 A Yes. I want to clarify: I think the word
16 fine is used as the same as penalty. I want to make
17 sure that's what you meant.

18 Q Yes, penalties, I'm sorry.

19 A Yeah, it does contain an administrative
20 penalty.

21 Q And how come -- do you know why the reason
22 that DNR included an administrative penalty in this
23 first AO?

24 A There were violations that were issued.
25 Again, it's built into the drinking water

1 regulations. We can calculate penalties for
2 violations that were issued. So for Misty Mountain,
3 there were separate types of violations related to
4 the E. coli and the failure to correct certain
5 things; and so the calculated penalty for that was
6 \$6,000.

7 Q Has he paid that?

8 A No.

9 Q And then you said there were corrective
10 actions included in that AO as well?

11 A Yes.

12 Q And has he -- has he complied with those
13 corrective actions or any of them?

14 A Corrective action 2 was to submit a
15 schedule of compliance, that includes the deadline
16 to plug well number one, which is the Topo Well, and
17 that deadline is tomorrow. So far that has not been
18 completed. He did pay the primacy fee, so he did
19 complete that corrective action. He has registered
20 an entity with the Missouri Secretary of State, but,
21 again, I don't think that is the entity
22 that's actually operating the water system, so I
23 don't think that completes our corrective action.
24 The only other one that has not passed its deadline,
25 is that demonstration of technical, managerial and

1 financial capacity that's due tomorrow. So, for
2 now, the only one that is actually really completed
3 is paying the primacy fee, and the others have
4 missed their deadlines except for the two that are
5 due tomorrow.

6 Q And how long did he have to fix these
7 corrective actions?

8 A It depended on each corrective action;
9 they kind of have their own deadlines. So, for
10 example, for corrective action 1, it's ongoing.
11 That is just to continue collecting the required
12 samples. That one doesn't really end, but it isn't
13 also being met because he's not collecting the
14 required samples.

15 The schedule of compliance that was
16 supposed to be included, you know, plugging the well
17 and everything, that was due within 30 days. He had
18 180 days to plug the well, which is tomorrow. He
19 needs to complete public notice. That one will keep
20 going, because he keeps getting violations that
21 require public notice. He did pay the fees. It was
22 not within 30 days, but he did pay it. He
23 registered the business. Again, I don't know that
24 that actually fixed it. Then he has until tomorrow
25 to submit the technical, managerial, and financial

1 documentation. Then the last corrective action says
2 within 60 days of completion of all of the others,
3 apply for a permit to dispense. But he hasn't
4 completed, though, so he can't apply for the permit
5 to dispense.

6 Q Okay. And do you have any reason to
7 believe that you'll -- that those two corrective
8 actions that are due tomorrow will get done?

9 A I don't think they will.

10 Q Why did you say that?

11 A For plugging the well, it's not as simple
12 as just dumping some concrete down there. It has to
13 be properly plugged based off of the requirements.
14 Also, in the Code of State Regulations, it's in
15 chapter 23, that has to be done properly and has to
16 be registered with the state. I don't see that
17 happening between now and tomorrow, but it would be
18 great if it did.

19 And then demonstrating the technical,
20 managerial and financial capacity, Mr. Blevins said
21 earlier that it was impossible for him to provide
22 certain documentation that you guys has requested.
23 Our checklist requires kind of a lot of
24 documentation, and it's the same information for all
25 three systems. There will be a little bit of

1 difference for each one, but overall as having one
2 responsible party, it would be all the same; and so
3 I just -- based off of what he said himself and our
4 conversations, I don't see that will be provided
5 tomorrow.

6 Q Has any of the documentation been
7 provided?

8 A No.

9 Q And, so, how easy would you describe this
10 process to get this resolution -- or to get to that
11 AO, where you were at the AO? You know what?
12 Forget that. That question didn't quite make sense.
13 Okay, so turning then to the administrative order on
14 consent for the Rolling Hills; that's the second one
15 in the packet there.

16 A Yes.

17 Q Kind of what -- that was also entered
18 against Mr. Blevins and his wife?

19 A Yes.

20 Q Okay. That was the same for the Misty
21 Waters, Misty Mountain?

22 A Yes.

23 Q Sorry. And, so, that was an
24 administrative order on consent. So that one was
25 negotiated with the Blevins?

1 A Yes.

2 Q And how did that come about?

3 A I sent a proposed version of this
4 administrative order on consent at the beginning of
5 January in 2024. Let me check -- yes, 2024. It
6 required a 30-day response or signature. I did not
7 receive that. So, I sent a letter that was a
8 failure to respond letter, notifying Mr. Blevins
9 that we have to have a response to this, and so that
10 has a shorter deadline. I think it was 15 days. I
11 did a response after that deadline from his
12 attorney, that was asking for some changes. One of
13 those specifically for Rolling Hills was to take out
14 the waiver of right to appeal, and I guess
15 because -- I think that was the only thing that they
16 were kind of asking for for this one. And, so, once
17 we talked back and forth what we would or would not
18 change, then Mr. Blevins and his wife still had not
19 signed, so I was really kind of bugging him quite a
20 bit to get him to sign that; and they did sign it
21 and return it to the Department; and then we got our
22 signature and sent it back.

23 Q And that was in April --

24 A Yes.

25 Q -- of this year? So about four months to

1 get -- to get the administrative order on consent
2 signed?

3 A Yes.

4 Q Does it usually take four months?

5 A It depends. It really varies by system.
6 Because this order for Rolling Hills was the most
7 straightforward, it only addresses a single well,
8 its corrective actions are pretty much related to
9 the noncompliant well. There just wasn't as much to
10 negotiate within this one. And I think it got a
11 little bit muddled with the appeal of the
12 administrative order for Misty Mountain, as far as
13 what the attorney was asking for with extensions and
14 things like that, it got a little confusing but we
15 got that -- we cleared up that understanding that
16 those were separate deadlines, and then it kind of
17 moved forward as far as what it took to get this
18 order signed.

19 Q And, so, what -- just generally, what are
20 the problems that you had with Rolling Hills?

21 A Really Rolling Hills is just that -- it
22 does -- it has noncompliant wells, and it does not
23 have a permit to dispense. So in the statements of
24 violations, the -- those are just the two, is that
25 it's noncompliant and does not have the permit to

1 dispense.

2 Q And how does he have to fix -- to do those
3 corrective actions?

4 A Well, the first corrective action is
5 really keep collecting samples. So right now,
6 that's not happening. The second corrective action
7 was to register the business entity, which, again,
8 there was an HOA registered, but I don't think that
9 HOA is actually operating the system. And then
10 there were 180 days to submit the technical,
11 managerial and financial capacity documentation,
12 which will be really similar to Misty Mountain. So
13 that needs to be turned in. And once that's turned
14 in, then apply for the permit to dispense.

15 So this order could be complete, as
16 soon as we get the technical, managerial and
17 financial checklist and documentation and that
18 permit to dispense applications, so then we can
19 issue the permit and then it can be closed.

20 Q Okay. You said on Rolling Hills, has --
21 were there any fees or penalties assessed?

22 A There are no administrative penalties in
23 this order.

24 Q Okay. What about any fees?

25 A No. At the time that this was written,

1 there were no overdue fees for this system. Now
2 since then, Mr. Blevins also hasn't paid the lab
3 fees for Rolling Hills, so that is also \$309 as
4 of today.

5 Q Okay. Then what about Charity? Has he
6 paid the lab fees on Charity?

7 A No, and it's the same amount, 309.

8 Q So he owes 309 for each of the three
9 systems?

10 A Yes.

11 Q Okay. And, so, what happens if
12 Mr. Blevins does not meet these corrective actions
13 does not take these corrective actions on this one?

14 A We would follow the same procedure. We
15 would be able to refer it to the Attorney General's
16 Office.

17 Q Okay. And what would you say is the
18 probability that Mr. Blevins and, I guess,
19 Mrs. Blevins would meet the corrective actions on
20 this Rolling Hills AOC?

21 A This one is a lot easier. We really just
22 need them to register the actual continuing
23 operating authority and submit that -- we always
24 call it TMF; it's the shorter name for technical,
25 managerial and financial documentation. So if he

1 would do those two things and collect his required
2 monthly samples, then he can apply his permit, and
3 we can close it.

4 If he does meet his requirement for
5 Misty Mountain by putting that TMF documentation
6 together, he can really use for this system as well,
7 because it's still the same operating authorities,
8 TMF capacity. So I think it kind of depends on how
9 Misty Mountain goes, if he's able to complete that,
10 it should be very easy to complete this.

11 MS. KERR: I ask -- I move that Exhibit 8
12 be entered into evidence.

13 LAW JUDGE CLARK: Mr. Blevins, do you have
14 any objection to admitting Exhibit 8, the
15 Department of Natural Resources Administrative
16 Orders for Misty Mountain and Rolling Hills,
17 onto the hearing record?

18 MR. BLEVINS: No objection.

19 LAW JUDGE CLARK: Exhibit 8 is admitted
20 onto the hearing record, and you may continue,
21 Ms. Kerr.

22 (Staff Exhibit 8 admitted onto the hearing record.)

23 MS. KERR: I'm sorry?

24 LAW JUDGE CLARK: You may continue.

25 MS. KERR: Sorry, sorry.

1 Q (By Ms. Kerr) Okay, now Mr. Grube
2 testified that he, and I think you had something
3 earlier about going to the public meeting that the
4 PSC had back -- was it last June? Do you remember
5 attending that?

6 A Yes.

7 Q Okay. And, I'm sorry, can you tell me
8 what your impression was of that meeting?

9 A It was very well attended. There -- it
10 was a pretty big auditorium. People were standing.
11 I think it was contentious. There were a lot of
12 people who were very unhappy and shared a lot of
13 their concerns. There's a lot of overlap -- even
14 though PSC regulates utilities; we regulate the
15 drinking water systems; there is kind of some
16 overlap in our involvement in the system. So, I
17 think it was really helpful to have DNR and PSC
18 there to answer questions. I was able to answer a
19 lot of questions about what's required of the public
20 water supply and sampling; how we can see their
21 sample results; and I think that was helpful for
22 people because they wouldn't just know that on their
23 own. But there were a lot of things we couldn't
24 answer at the time. We didn't have orders for the
25 system. We didn't have a good answer for what was

1 going to happen with Misty Mountain and the E. coli
2 and things like that. It -- it was a good meeting,
3 but it was a hard meeting.

4 Q Okay. And do you remember attending a
5 separate hearing here before the Commission on his
6 other -- on the other case regarding Mr. Blevins'
7 wells and well systems?

8 A Yes.

9 Q And that was about the PSC staff
10 requesting an appointment of receiver for the
11 various wells and well systems, right?

12 A Yes.

13 Q That was case number W020240036. Did you
14 testify at that hearing?

15 A Yes.

16 Q And were you cross-examined by Mr.
17 Blevins?

18 A Yes.

19 Q Just generally what -- what did you
20 testify about? Without getting into too
21 much detail, just generally, what was your testimony
22 about then?

23 A We focused more on safety, you know. Why
24 this is an issue that these are noncompliant wells;
25 why was it an issue that things were not resolved at

1 Misty Mountain. The ownership came up a little bit,
2 because it was confusing. It still is. Things
3 still like feel they change very frequently as far
4 as who owns what or who really owns what. And, so,
5 that was really the focus, I think, of the last one.

6 Q And you still have those safety concerns
7 going forward?

8 A I do, because there has been a complete
9 stop in submitting routine samples.

10 Q Okay. I don't know if I need to offer
11 this. I guess I'd offer that transcript from --
12 from that last procedural, WO2024-0036, that
13 Ms. Johnson's testimony be entered into evidence or
14 be officially recognized or officially noted. I
15 guess --

16 LAW JUDGE CLARK: You're asking to take
17 official notice of her testimony in
18 WO2024-0036?

19 MS. KERR: Yes. And I have a copy of just
20 her testimony if I can -- I can provide copies
21 of that.

22 LAW JUDGE CLARK: Mr. Blevins, do you have
23 any objections to the Commission taking
24 official notice of Ms. Johnson's testimony in
25 the receivership case, the one you were here on

1 before, in this case?

2 MR. BLEVINS: I'm not sure I understand
3 when you used the word receivership.

4 LAW JUDGE CLARK: Okay. Do you remember
5 we had an evidentiary hearing before? You were
6 here, correct?

7 MR. BLEVINS: Yes.

8 LAW JUDGE CLARK: And that was on Staff
9 asking to have a receiver appointed for your
10 systems?

11 MR. BLEVINS: That's correct.

12 LAW JUDGE CLARK: At that hearing,
13 Ms. Johnson here testified.

14 MR. BLEVINS: I don't remember what her
15 testimony -- what she said.

16 LAW JUDGE CLARK: Okay. Do you want to
17 take a moment and look over the testimony that
18 was given before determining whether or not you
19 want to object?

20 MR. BLEVINS: Maybe I should. Is this it?

21 LAW JUDGE CLARK: No -- oh, it is.

22 MS. KERR: Yes.

23 LAW JUDGE CLARK: Okay.

24 MS. KERR: I've got copies of her portion
25 of the testimony.

1 LAW JUDGE CLARK: Why don't we just do
2 this as an exhibit?

3 MS. KERR: Okay.

4 LAW JUDGE CLARK: I think at this point,
5 that would be easier.

6 MS. KERR: Okay.

7 LAW JUDGE CLARK: If you've got that
8 available, if you'll bring me one and I'll mark
9 that.

10 MS. KERR: That would be Exhibit 9, I
11 believe.

12 LAW JUDGE CLARK: Correct.

13 (Staff Exhibit 9 marked.)

14 MS. KERR: And, specifically, in that
15 transcript I think there are two volumes of
16 transcripts for that hearing, and hers -- her
17 testimony can be found at pages 206 to 241 of
18 volume II of the transcript.

19 LAW JUDGE CLARK: And that's what you've
20 separated out --

21 MS. KERR: Yes.

22 LAW JUDGE CLARK: -- or it is all just
23 volume II? Okay.

24 MS. KERR: Yeah, I separated that out. Do
25 you want a copy -- do you want copies?

1 LAW JUDGE CLARK: I need at least one
2 copy. Let me know when you're done reading,
3 Mr. Blevins. Let's go off the record for a
4 moment.

5 (Off the record discussion.)

6 LAW JUDGE CLARK: All right, let's go back
7 on the record. Okay, we went back on the
8 record. I wanted to go off the record to give
9 Mr. Blevins a little bit of time to read.
10 Mr. Blevins had some questions about the
11 testimony in the prior cases, and we started to
12 discuss that off the record, I felt that it
13 would be better if we discussed that on the
14 record. So, Mr. Blevins, you indicated that
15 you had said a number of things there, but one
16 of the things you said was -- this is testimony
17 from the W02024-0036 case, you're here during
18 that testimony for both Ms. Johnson and
19 Mr. Clos-Versailles. And they have essentially
20 asked to offer right now, I believe, the
21 testimony of Ms. Johnson from that hearing into
22 evidence, and I believe they're going to offer
23 the evidence from Mr. Clos-Versailles into
24 that.

25 And, so, you have a right to look at that

1 testimony and make any objections if you want
2 to. The fact, as you brought up off the
3 record, the fact that you didn't object at the
4 time this was -- at the time the testimony was
5 made, is not relevant to whether or not you
6 want to object to it being into this
7 proceeding, but that testimony is currently not
8 part of this proceeding.

9 MR. BLEVINS: I would not be a part of
10 this part of proceedings.

11 LAW JUDGE CLARK: Okay, well --

12 MR. BLEVINS: I think that's already been
13 done. Is that true or not true?

14 LAW JUDGE CLARK: Well, I'm not sure what
15 you mean true. Was the testimony given? Yes,
16 the testimony was given. Did the Commission
17 order a receivership at the time? No, it
18 didn't. It ordered status reports to see if
19 you remained engaged with DNR since it appeared
20 the Department of Natural Resources was still
21 engaging with you.

22 So, I don't believe a final decision had
23 been rendered in that case. But -- the
24 Commission did not order a receivership at that
25 time. So you're objecting to offer

1 Ms. Johnson's testimony into this case,
2 correct?

3 MR. BLEVINS: I would think that would be
4 my answer to that, if I would object to it, to
5 simply not muddle up what we're doing right
6 now.

7 LAW JUDGE CLARK: Okay, so --

8 MR. BLEVINS: In my opinion.

9 LAW JUDGE CLARK: So your objection it
10 is -- that would muddy it up, that's it --

11 MR. BLEVINS: I don't know what verbiage
12 should be used, but that being already done, I
13 would -- I don't want to see it come up again
14 in this proceeding here, that these proceedings
15 would be on their own merits.

16 LAW JUDGE CLARK: Okay, response, Staff?

17 MS. KERR: Well, a lot of the -- that was
18 a separate case number, but a lot of the
19 information that was provided in that hearing I
20 would present again in this hearing. I --
21 could my thought that was rather going through
22 the same questions over and getting the same
23 information in this hearing, that I would offer
24 her testimony from the WO case into evidence to
25 shorten the time that it's going to take to get

1 that same evidence in here today.

2 LAW JUDGE CLARK: Okay, I'm going to
3 overrule the objection and admit Exhibit 9 onto
4 the hearing record. So Exhibit 9, the
5 testimony from Jackie Johnson from WO2024-0036
6 is admitted onto the hearing record.

7 (Staff Exhibit 9 admitted onto the hearing record.)

8 LAW JUDGE CLARK: You may continue.

9 Q (By Ms. Kerr) Okay. Now, as part of your
10 testimony in that case, you discussed a number of
11 DNR documents, outlining and setting forth various
12 violations by DNR regarding the wells and the well
13 systems operated by Mr. Blevins?

14 A Yes.

15 Q And those -- did those include the three
16 public water systems that we've been talking about
17 right now?

18 A Yes.

19 Q Misty Mountain, Rolling Hills and Charity?

20 A Yes.

21 Q And the documents that you testified to or
22 about in the WO2024-0036 case, those were all
23 applicable to these three water systems?

24 A Yes.

25 MS. KERR: Okay. I'd ask that -- I have

1 the documents from that case, that hearing, and
2 I ask that be entered into evidence as Exhibit
3 10?

4 LAW JUDGE CLARK: And what --

5 MS. KERR: It was the affidavit of
6 business records and the -- I guess I can show
7 her.

8 LAW JUDGE CLARK: Well, give a copy to
9 Mr. Blevins so he can look at it while
10 you're --

11 (Staff Exhibit 10 marked.)

12 Q (By Ms. Kerr) All right, I've handed you
13 exhibit -- what's been marked or would be marked
14 Exhibit 10.

15 LAW JUDGE CLARK: And are these just DNR
16 records; is that correct?

17 MS. KERR: Yes.

18 Q (By Ms. Kerr) And were those the documents
19 that were entered into that receivership case and
20 that hearing in October?

21 A I think so.

22 Q Okay. So there was a business record
23 affidavit and the DNR records. Is that what's in
24 that packet?

25 A Yes.

1 Q And those -- is that what was entered
2 during your testimony in the WO2024-0036 case?

3 A I'd say I think so because it's a lot of
4 documents, but these would be the things that we
5 discussed, so, yes.

6 MS. KERR: Okay. And I ask that this is
7 Exhibit 10, Exhibit 10 be entered into
8 evidence?

9 LAW JUDGE CLARK: And all these documents
10 were entered during her testimony in the WO
11 case?

12 MS. KERR: Yes.

13 LAW JUDGE CLARK: Mr. Blevins, do you have
14 any objection to the Department of Natural
15 Resources Records that were offered by --
16 offered as part of Ms. Johnson's testimony in
17 WO2024-0036?

18 MR. BLEVINS: No objection.

19 LAW JUDGE CLARK: Exhibit 10 is admitted
20 onto the hearing copy.

21 (Staff Exhibit 10 admitted onto the hearing record.)

22 LAW JUDGE CLARK: May I have a copy?

23 MS. KERR: If I can get you a copy --

24 LAW JUDGE CLARK: When you're done.

25 MS. KERR: When I'm done, yes. It was

1 Exhibit 7 in the WO case, just by the way, just
2 for the record. But I can get a copy of that
3 if you need another copy.

4 LAW JUDGE CLARK: I think there will
5 probably be one left over here in a minute.

6 MS. KERR: Okay.

7 LAW JUDGE CLARK: I just need a copy for
8 the Commission.

9 MS. KERR: Okay. If I can get that
10 after today's -- when we go on break.

11 LAW JUDGE CLARK: That would be fine.

12 MS. KERR: Okay.

13 Q (By Ms. Kerr) So are there any other --
14 are there any other actions being taken against
15 Mr. Blevins for his well systems that he operates
16 other than the two we just discussed, the Misty
17 Mountain and the Rolling Hills?

18 A We are still in the process of negotiating
19 an administrative order on consent for Charity.

20 Q And can you -- where are you in the
21 process there?

22 A I sent a proposed AOC at the same time as
23 Rolling Hills, so the beginning of January. I sent
24 the same failure to respond letter, I sent a revised
25 proposed AOC and then after that point, Mr. Blevins

1 let me know that he has repaired the well that is
2 known as the concrete well on PP. Because I had
3 corrective actions to plug that well and said it was
4 not used and things that no longer make sense in the
5 order. I've asked for additional documentation for
6 justifying that, so Mr. Blevins also let me know
7 that he has sold one of the wells to a resident, and
8 so I've asked for documentation of that. And then
9 once I had that information, then I will evaluate
10 whether I need to revise the AOC again. It has been
11 in a protracted negotiation process because the
12 circumstances keep changing, and because there was
13 that lack of response at the beginning.

14 Q Okay. And that lack of response from
15 Mr. Blevins?

16 A Yes.

17 Q And do you anticipate -- when do you
18 anticipate filing that?

19 A The deadline for the information that I
20 requested was the 22nd, so that has passed. I still
21 need certain documentation to be able to evaluate
22 whether I can change it. I will follow up with
23 Mr. Blevins outside of this hearing, hopefully
24 tomorrow if I have time or on Wednesday, because
25 I -- we're to the point where if we're not going to

1 reach an agreement, we don't need to continue trying
2 to negotiate an order. We can instead move forward
3 with a unilateral order, which is that order that
4 becomes effective with just the Department's
5 signature.

6 Q Is that what you would end up doing with
7 the Charity AOC or is that --

8 A Specific to Charity. That's our normal
9 process. We -- if we cannot reach an agreement on
10 an administrative order on consent, then we will
11 move with the unilateral order.

12 Q Okay. But you haven't made that decision
13 yet?

14 A No, because the deadline just happened
15 over the weekend. So I did check my e-mail this
16 morning before I came, and I did not have any
17 e-mails from Mr. Blevins. He gave me a paper when I
18 came in this morning that I haven't had time to
19 review, but still I don't think it's probably going
20 to be sufficient for the documentation that we need
21 to make any changes to the order.

22 Q Now, does this seem to be a pattern with
23 Mr. Blevins?

24 A It has been for these orders that, you
25 know, it'll seem like we've got a good handle on

1 what's going on and then something changes. So for,
2 example, the Taylor Well changing ownership or
3 the -- this Charity Well that's gotten fixed and the
4 Charity Well supposedly sold. Despite having
5 continuing conversations with Mr. Blevins, I just
6 found out a week ago about the Charity Well
7 allegedly being sold to one of the residents. And
8 that's been included in the order that's been sent
9 out multiple times. So it's been a challenge to
10 reach an endpoint because it feels like things keep
11 changing.

12 Q Okay. I'm sorry, I'm kind of going out of
13 order. When we were at the hearing last time in
14 October on the W02024-0036, there were somebody else
15 from DNR that testified?

16 A Yes.

17 Q And who was that?

18 A Sebastien Clos-Versailles.

19 Q Okay. And do you remember what he
20 testified to?

21 A Mr. Clos-Versailles was involved before
22 me. He was in the original group of people that
23 went out and visited the system and tried to
24 identify where the wells were, who owned the wells.
25 He was with Central Field Operations, and was

1 receiving a lot of the concern calls. He
2 was actually visiting the system for compliance
3 assistance and collecting samples and things like
4 that. So he had a much more hands-on in-person
5 experience with the system compared to me.

6 Q And, so, his testimony was basically about
7 what his involvement was?

8 A Yes, and the required actions relating to
9 his visits to the system.

10 MS. KERR: Okay. All right, I ask that
11 Mr. Clos-Versailles's testimony in the
12 WO2024-0036 case be entered into evidence? His
13 testimony is specifically pages 124 to 202 of
14 volume II of the transcript.

15 LAW JUDGE CLARK: Mr. Blevins, do you have
16 any objection to admitting
17 Mr. Clos-Versailles's testimony onto the
18 hearing record?

19 MR. BLEVINS: I have no objection. It's
20 already been done.

21 LAW JUDGE CLARK: Well, it was done -- the
22 testimony was taken from the previous hearing.
23 This is one, for which I believe,
24 administrative notice is appropriate or
25 official notice is appropriate since

1 Mr. Clos-Versailles is not here to lay a
2 foundation.

3 MS. KERR: Then I would ask that the
4 Commission take official notice of
5 Mr. Clos-Versailles's testimony in file number
6 WO2024-0036 in this case.

7 LAW JUDGE CLARK: And Mr. Blevins has
8 already indicated he doesn't have any objection
9 to it being admitted onto the hearing record,
10 so I will take official notice of
11 Mr. Clos-Versailles's testimony from the
12 WO2024-0036. I will note that, you know, given
13 Ms. Jean's testimony, that might affect the
14 weight given such -- to Mr. Clos-Versailles's
15 testimony, but I will take administrative
16 notice of it.

17 MS. KERR: Thank you.

18 LAW JUDGE CLARK: Go ahead.

19 Q (By Ms. Kerr) Now, so our understanding
20 from the testimony that Mr. Blevins -- well, does he
21 have a certified operator currently for his systems?

22 A No.

23 Q And is he supposed to have one?

24 A Yes.

25 Q And what requires him to do that, to have

1 a certified operator?

2 A It's required by 10 CSR 60-14.

3 Q And what's the purpose of having a
4 certified operator? Why would -- why does DNR have
5 that requirement?

6 A It --

7 Q Do you know?

8 A I don't know why DNR came up with it, but
9 I know in chapter 14 in 10 CSR 60-14, it talks about
10 how the properly certified chief operator is
11 responsible for operational decisions, day-to-day
12 operation of the system. They're the ones who are
13 ultimately responsible for the quantity and the
14 quality of the water.

15 Q And do DNR regulations require a public
16 water system like Mr. Blevins' systems to have a
17 plan for a backup or a replacement certified
18 operator?

19 A Yes. Systems that are required to have a
20 properly certified operator are also required to
21 have a backup plan. It doesn't necessarily have to
22 be another employee, but has to be a plan for what
23 happened if they lost their operator.

24 Q And did Mr. Blevins have such a plan?

25 A It appears that he doesn't have an

1 operator since his left.

2 Q Okay. And that was Ms. Lori Jean?

3 A Yes.

4 Q Okay. Is that you've been dealing with --
5 as you been involved with Mr. Blevins' case, a
6 certified operator?

7 A Yes.

8 Q Okay. And, so, does he have a deadline to
9 get a new certified operator?

10 A Well, you're required to have one as a
11 community water supply at all times. So it's not
12 like there's a deadline to replace your operator.

13 Q Okay. So as soon she tendered her
14 resignation, he -- the requirement that he would
15 have somebody to immediately follow her?

16 A Yes, that's why they have to have a backup
17 plan.

18 Q Okay. And do you know what the reason,
19 you know, what the reasoning is behind that? Why
20 these systems need to have a certified operator?

21 A It's built into the regulations, because
22 this is a community public water system, community
23 public water supplies are required to have a
24 properly certified operator.

25 Q And what happens if he does not replace

1 Ms. Jean or get a new certified operator? Anything?

2 A We will send a letter of warning. The
3 month after we become aware of a system, we run a
4 report once a month, so once we're aware that a
5 system doesn't have an operator, we add them to our
6 report and we'll issue a letter of warning and then
7 the next month we'll issue a violation for not
8 having an operator. As long as the system continues
9 to be without an operator and doesn't have a
10 specific schedule of compliance for how they will
11 obtain an operator, we will continue issuing
12 violations each month.

13 Q And have you -- have you done that with
14 Mr. Blevins' systems?

15 A Yes, we have issued violations for not
16 having a properly certified chief operator.

17 Q Okay, so he got the warning letter first,
18 basically, and then after he got -- how many
19 violations -- so has it been, like, April, May,
20 June?

21 A I know he has at least one. I'm not sure
22 if he's gotten the next one yet. I have -- I didn't
23 look at the timing for when that first one was
24 issued. But until we have a specific plan, so it
25 can't just be saying, I'll get an operator, it has

1 to be specific, I'm taking an exam on a certain day,
2 then we can pause sending additional violations
3 until that plan either doesn't happen or doesn't
4 work. Or the system returns to compliance and than
5 we don't need to issue any more violations.

6 Q And, so, has Mr. Blevins done anything to
7 replace his certified operator that you know of?

8 A He told me that he's been looking. I was
9 contacted by someone who was interested in
10 potentially becoming a contractor operator. It was
11 a very savvy person who was familiar with our
12 Drinking Water Watch, and saw that there were
13 violations, saw that there were enforcement actions.
14 That person was able to read the order for Misty
15 Mountain, and I think that person ultimately decided
16 that they did not want to be the operator. They
17 told me that there was an issue with what they would
18 charge versus what Mr. Blevins said he was willing
19 to pay. So I do know he was at least attempting to
20 find an operator at that point. I don't know about
21 his actions since then.

22 He -- Mr. Blevins and I spoke last
23 week, and I talked to him about if he wanted to get
24 certified, then there are classes you can take.
25 You're not required to take a class, unless you fail

1 the exam three times, and that's built again into 10
2 CSR 60-14. So we identified a couple of classes
3 that were within a reasonable driving distance, so
4 one was in Belle; one was in Springfield.

5 The public water supply in these
6 community public water systems get vouchers each
7 year that can be used to cover the cost of taking a
8 class, cover the cost of taking a test, so I talked
9 about that with Mr. Blevins, that he could get
10 certified on his own. He does not have to take a
11 class. He could just take an exam, and I talked to
12 him about how we now have more testing options, so
13 you could basically test twenty-four hours a day
14 seven days a week at your convenience. You can
15 either test at home, but there are some requirements
16 for that, or you go to a testing location to do it.
17 So he did indicate that he would be interested in
18 getting certified himself.

19 Q Has he done anything? Has he actually
20 taken any of these step that you know of?

21 A I gave him the phone number and contact
22 information for the person in Springfield. It
23 sounds like he indicated earlier that he has spoken
24 with them about getting registered for a class, but
25 that class does start I think until July, and so if

1 he does end up taking that class, it hasn't started
2 yet.

3 Q Okay. Do you have any concerns whether
4 Mr. Blevins will be able to get a new certified
5 operator or become certified himself?

6 A I think with his years of experience, and
7 he says he had good knowledge of, you know, how to
8 operate the system and everything, he could take the
9 exam and see if he passed it. And then he would
10 know if he needs a class or not. But lots of people
11 feel more comfortable if they take a class first.
12 He should -- as long as he attends the class, be
13 able to pass it, and then take the exam and
14 hopefully be successful.

15 Q If he doesn't do that, do you have any
16 concerns about whether Mr. Blevins will hire a new
17 certified operator any time soon?

18 A Yes.

19 Q What are those concerns?

20 A I'm concerned that he won't, because he
21 said he's having trouble finding an operator. Can I
22 answer one more? I also provided information, as
23 has one of my co-workers, about how to find a
24 contract operator in the area. We have an online
25 system where you can search for people who are

1 certified. You can search by county. You can click
2 multiple counties if you're not finding them in
3 Pulaski. You can select counties around it. I've
4 provided those directions. My co-worker has
5 provided those directions as well, so Mr. Blevins
6 does have the tools to identify operators in his
7 area. But the one issue with that is that unless an
8 operator provides their contact information to be
9 listed on the website, it will just be a name. It
10 won't have a phone number. There are just not a lot
11 of contractor operators available in the State.

12 Q Okay. So other than -- other than what
13 you've testified to and what's been entered into
14 evidence, is there any general testing or oversight
15 going on of Mr. Blevins' wells or well systems?

16 A Not at this time.

17 Q And has that been since March?

18 A Yes.

19 Q Or February?

20 A Pretty much since March. So Lori Jean did
21 collect samples in February, and so since then, we
22 haven't had any samples.

23 Q Okay. Is there -- do you have concern
24 about that?

25 A Yes.

1 Q And what is that?

2 A We don't know if the water is
3 bacteriologically safe.

4 Q Okay. So the problems that -- that you
5 testified to last time, do those continue to show
6 up?

7 A I'm trying to think of the timeline. I
8 guess, the Topo Well had already collapsed by that
9 point. So there hasn't really been a big change in
10 what the concerns are. Topo Well still has
11 collapsed and not been plugged. That is a concern.
12 There was a well at the Charity. The PP well or the
13 concrete well, that was not in use, but also not
14 plugged, and that was a concern. There was a Taylor
15 Well which had not been in use for years and was not
16 plugged, and that was a concern. The circumstances
17 have changed for some of it, because the Taylor
18 Well, as of June 6th, is producing water again.
19 Mr. Blevins said that he's repaired the Charity
20 Well, so that has kind of changed. But the Topo
21 Well is still collapsed and not plugged, and that's
22 a concern for us but that's why we included that as
23 a required corrective action in the AO.

24 Q And how would you describe
25 Mr. Blevins' responses to getting those things

1 fixed?

2 A He tells me a lot that he will do things,
3 but I agree what was said earlier about how there's
4 a different sense of urgency. I definitely stick
5 with deadlines. We run by rules and deadlines, and
6 it feels like Mr. Blevins while he'll say he's
7 going to do something, he's not moving at the same
8 speed I wish he would. So, a lot of deadlines are
9 just not getting met.

10 For example, if I send an order and
11 it has 30 days to respond or sign; and that day
12 comes and goes; and I have to send a letter to tell
13 you that you missed your deadline and give you a new
14 deadline and that comes and goes; it gets
15 frustrating that we're very specific about what
16 needs to be done and when; and then it doesn't
17 happen.

18 Q Does that seem to be a pattern with
19 Mr. Blevins?

20 A Yes.

21 Q Okay. Does he seem to -- does Mr. Blevins
22 end up usually doing what he says he's going to do
23 with regards to fixing things or taking tests or
24 taking the samples?

25 A I would say no, and sometimes he just does

1 different things. So, for example, we put it in the
2 order for Charity in the revised proposed AOC that
3 the PP Well should be plugged because it wasn't in
4 use and instead he fixed it. So that was
5 unexpected. There's just been a lot of things
6 where, you know, we said you need to do a specific
7 thing, like when there was the ongoing E. coli
8 issues with the Topo Well and we had a very specific
9 list of actions that needed to be taken, it didn't
10 happen. Instead, the well collapsed, and it
11 connected to the county. So even times where it
12 feels we have a very defined path forward, it
13 doesn't go that way.

14 Q Okay. And do you have concerns about
15 his responses, his ability to -- the way he responds
16 like that?

17 A I do. It's -- it's hard to believe that
18 he's going to follow through on things when he says
19 he will and he doesn't meet the deadlines.

20 Q Okay.

21 LAW JUDGE CLARK: Anything further from
22 Staff at this point.

23 MS. ASLIN: Just a moment.

24 MS. KERR: If we could have just a second,
25 please. I want to make sure I have all the

1 exhibits that I wanted to be included.

2 LAW JUDGE CLARK: Okay.

3 MR. BLEVINS: Can we take a five?

4 LAW JUDGE CLARK: Here in just a moment, I
5 think we're going to take a break, Mr. Blevins.
6 If you can hang on just a second.

7 MR. BLEVINS: Okay.

8 MS. KERR: Okay, thank you. I don't think
9 I have any other questions.

10 LAW JUDGE CLARK: Okay. Mr. Blevins had
11 asked about a break. I also think -- I planned
12 to take a break after this witness, but this
13 has taken a little bit longer than expected, so
14 why don't we break until -- it's now 3:34. Why
15 don't we take about 11 minutes, and be back
16 here at 3:45. We can go off the record.

17 (Wherein, a short recess was taken.)

18 LAW JUDGE CLARK: Okay, Commissioner
19 Coleman who been listening via Webex has joined
20 us in person in the hearing room. Welcome,
21 Commissioner. When we left off, we were -- it
22 was just about to begin cross-examination by
23 Mr. Blevins. Mr. Blevins, do you have any
24 cross-examination for this witness?

25 MR. BLEVINS: I just had a couple of

1 questions.

2 LAW JUDGE CLARK: Go ahead.

3 CROSS-EXAMINATION BY MR. BLEVINS:

4 Q Ms. Johnson, the State of Missouri doesn't
5 have very many operators that are available to
6 Pulaski County. Do you know about how many would be
7 available? When I go to the website that you gave
8 me, I didn't find any, but I did talk to a few but
9 to no success. Is there a number of operators that
10 would handle Pulaski County in your knowledge?

11 A I'm not sure. In order for there to be a
12 phone number listed on that search that you're
13 referring to, an operator submits a form to ask for
14 their information to be shared. So there are likely
15 other operators on that list of results that you get
16 that are potential contractor operators. They just
17 don't have their phone number listed.

18 Q Yeah, I didn't find any. The ones that I
19 talked to, their cost was more than what all these
20 wells brought in on a monthly basis, impossible to
21 do. My -- my discovery is that the -- not very many
22 operators available out there to be contracted with.
23 I've chosen other avenues to go but --

24 LAW JUDGE CLARK: Mr. Blevins, do you have
25 a question?

1 MR. BLEVINS: That's what I'm trying to
2 get to.

3 Q (By Mr. Blevins) Let's see. Do you
4 remember -- you mentioned the one well that was
5 sold. Do you remember talking about that well
6 sometimes at the first of the year, that would not
7 be included in Charity?

8 A There was talk of potentially selling the
9 well. I spoke with the people who was going to
10 maybe buy it, and then I never heard anything else
11 about it actually being sold. I did send you orders
12 since then that contained that well, and then you
13 didn't tell me that the well was sold.

14 MR. BLEVINS: That was the document I
15 handed to you today. I thought that you had
16 been informed with it sometime back. I have no
17 further questions.

18 LAW JUDGE CLARK: Any Commission
19 questions? I hear none. I got a few for you,
20 Ms. Johnson.

21 QUESTIONS

22 BY LAW JUDGE CLARK:

23 Q I heard you indicate -- you said it was
24 case law that kind of established that if you're a
25 single owner of multiple wells that that can be put

1 together as one public system; is that correct?

2 A Yes.

3 Q How are the systems determined in
4 Mr. Blevins' case?

5 A I was not a part of that decision, but
6 from what I've read in our internal documentation,
7 proximity was part of it. So, like, for Misty
8 Mountain, those five wells that were originally
9 identified, were all together and serving homes that
10 were all in close proximity, and it's known as a
11 subdivision as Misty Mountain, so that one made
12 since for grouping those.

13 And then Charity has interconnected
14 wells, so that was really simple. And Rolling Hills
15 just has the one well.

16 Q Okay. Thank you for explanation. Now,
17 you remember testifying here in W02024-0036,
18 correct?

19 A Yes.

20 Q And that was in that case, the Commission
21 Staff was requesting that the Commission appoint a
22 receiver to take over Mr. Blevins' wells, correct?

23 A Yes.

24 Q Now, at that time, you had indicated that
25 you were working a noncompliant well agreement for

1 Misty Mountain. Am I correct in that?

2 A Yes.

3 Q And that was not completed before the end
4 of the hearing, and that hearing was in October the
5 25th, for a few days, right, October 25th. On
6 December 20th, the Commission issued an order
7 basically asking what the status of that
8 noncompliant well agreement was, but my
9 understanding is that an administrative order was
10 instead issued on December 28th; is that correct?

11 A Yes.

12 Q Why was an administrative order issued
13 instead of completing the noncompliant well
14 agreements?

15 A So the corrective actions that would have
16 been included in a noncompliant well agreement are
17 part of that AO. The decision was made to go with a
18 unilateral order, based on the history of the E.
19 coli violations and lack of corrective action at
20 Misty Mountain, and specifically on Topo Drive.
21 Then also the lack of corrective actions for other
22 things associated with that from Mr. Blevins. We
23 determined that the best course of action instead of
24 this extended negotiation process, would be instead
25 to go with the unilateral order that requires the

1 Topo Well to be plugged, contains those noncompliant
2 well agreement corrective actions, because the other
3 wells are still noncompliant. Then it had some
4 other things built in, including the administrative
5 penalty.

6 Q And that administrative order was appealed
7 to the AHC, correct?

8 A Yes.

9 Q And, ultimately, it was determined that
10 that order stood?

11 A Yes.

12 Q And, so, that's currently -- that is a
13 current enforceable order?

14 A Yes.

15 Q But that's not the case with the other
16 two, correct?

17 A Incorrect. So Rolling Hills does have an
18 effective order. It contains a waiver of right to
19 appeal and actually let me --

20 Q Okay, so that's a consent order?

21 A Yes.

22 Q So what he's done there, is that it is an
23 agreement where he's agreed to give up the appeal,
24 and then there's some enforcement action that can be
25 done?

1 A And I just want verify real quick that
2 that this is part of that order. Yes, so there was
3 a waiver of the right to appeal for the Rolling
4 Hills administrative order.

5 Q And you said there is or is not one out in
6 regard to the Charity?

7 A I'm still trying to get a signed order for
8 Charity.

9 Q Okay. There's -- there's one consent
10 order and one administrative order; is that correct?

11 A Yes.

12 Q Now, originally -- I'll come back to that.
13 Originally, it was my understanding from the last
14 hearing, from the receivership hearing, that it was
15 DNR that put Mr. Blevins in contact with Lori Jean;
16 is that correct?

17 A I don't know about that. I don't know how
18 she came to be his operator.

19 Q Okay, so you don't know if DNR assisted
20 him with that?

21 A DNR isn't allowed to enforce -- or not
22 enforce, endorse any specific products or
23 businesses, so I think it would be unusual for us to
24 say you should hire this operator. Instead, we can
25 provide, like Mr. Blevins was referring to, we have

1 an online website where they can look up certified
2 operators in their area, but I don't know how Lori
3 Jean was identified and how she became his operator.

4 Q Okay. Now, Mr. Blevins has indicated that
5 he's had difficulty finding a system operator for
6 Pulaski County, and it appears that the commission
7 staff is having difficulty finding a potential
8 receiver if someone were to take Mr. Blevins'
9 systems in Pulaski County. So I'm taking that this
10 is a fairly rural out of the way place in which it's
11 hard to get people to handle these small water
12 systems; is that correct?

13 A While the neighborhoods themselves are a
14 little bit remote, they really are not that far from
15 cities like Waynesville, St. Robert. I -- you don't
16 have to hire a contractor operator; you can also be
17 certified yourself. You can have an employee get
18 certified. There are other options besides just
19 hiring someone who already is a contractor operator.

20 Q That's actually where I was going.
21 Wouldn't -- given the lack of available resources,
22 wouldn't it make the most sense for Mr. Blevins to
23 become his own system operator?

24 A I think so. Especially because DNR
25 provides vouchers which can cover the cost of

1 getting certified.

2 Q Now, I know that Staff had asked you what
3 had been done, and you listed a few things. One of
4 the things that was absent was the Taylor Well.
5 Now, we had had a procedural conference a while
6 back, and Mr. Blevins had expressed at that
7 conference that he had until the beginning of June
8 to get the Taylor Well operational. Is that part of
9 one of the AOCs or the AOs?

10 A At the time that we wrote the Misty
11 Mountain AO, the Taylor Well was just not
12 functional. And, so, we had -- we've had to kind of
13 pivot a little bit, with how we're handling that
14 because, while the Tigger HOA had a deadline, it
15 changed a little bit, but it was all that first week
16 of June for when they were going to cut off the
17 water access to Taylor.

18 Mr. Blevins did -- he told me he had
19 tested privately through the health department and
20 determined that it was bacteriologically safe. I
21 haven't seen those results. That wouldn't be a
22 sample we would take for compliance, but we don't
23 have any sort of sampling history for that well, so
24 outside of the order, because this was a new
25 development since the order was issued, we have set

1 up the sampling schedules for the other testing
2 that's done for community systems, things like
3 nitrate and organic compounds, there's several. So
4 we have kits -- I don't know if he's already gotten
5 them yet or if they're just still on the way, but he
6 needs to collect those samples that we also know
7 they're not only bacteriologically safe but
8 chemically safe.

9 Q Is there currently any outstanding order
10 of consent or otherwise in regard to the Taylor
11 Well?

12 A The Taylor Well is already included in the
13 effective order, the AO, for Misty Mountain. But
14 Mr. Blevins did not own the well at the time that we
15 wrote that order. So, like, we have the letter in
16 there that is already addressing the change in
17 ownership of the Tigger Well. This was a very
18 recent development. It happened just a few days ago
19 about the Taylor Well. We may have to, again, write
20 something about how we're going to handle that. I
21 don't know if we'll have to have any sort of
22 separate order. I don't know how that's going to
23 happen, because we have an effective order for the
24 circumstances that happened at the time, but they
25 keep changing.

1 Q And I'm just -- I'm trying to follow this,
2 because the thing is it seems like there's a -- I
3 guess, there's a break in the system that I don't
4 quite understand. It seems like that you're telling
5 Mr. Blevins he has to do these things, and when he
6 doesn't do them, that there are these penalties
7 issued and these penalties are predominantly
8 financial, which, of course, you want to see that
9 money going into actually fixing the system, instead
10 of necessarily going toward fines and penalties, but
11 I also understand there's not a lot of other actions
12 that DNR can do prior to the Attorney General's
13 Office getting involved.

14 So I -- how do you currently see
15 Mr. Blevins -- how does DNR currently see
16 Mr. Blevins' situation getting resolved?

17 A As far as the orders that I have, I do not
18 believe Mr. Blevins will meet his deadline for
19 tomorrow to complete the corrective actions for the
20 Misty Mountain AO, so the next step would be
21 referral to the Attorney General's Office. With the
22 Attorney General's Office, we'll be able to also
23 address the additional violations that have happened
24 since then, the change of ownership of Tigger, the
25 change in ownership of Taylor; the fact that this

1 keeps changing.

2 If we do have a resolution, if it
3 does get taken care of, that's great. We would love
4 to be able to have compliance. That's the purpose
5 of the order is to identify what the issues are and
6 the steps that need to be taken to correct it.
7 That's the goal.

8 As far as the penalty, that's built
9 into statute. It's a common question that comes up
10 is that if the system is supposed to be fixing
11 things, why we do charge them money that won't go
12 towards the system, but that's in statute. That's
13 one of the things, though, that -- I don't know. In
14 an AO, it's not as negotiable, but if we had
15 penalties in the other order, that's something that
16 could be negotiated is the amount of the penalty.

17 I don't know that he is going to be
18 successful in returning to compliance with Misty
19 Mountain. Rolling Hills is really straight forward.
20 He just needs to submit that documentation that we
21 asked for. He needs to register his operating
22 authority, and he needs to get a permit to dispense.

23 Charity, if we cannot reach an
24 agreement within the next few days, I mean, so much
25 time has passed, so many requests for changes. If

1 he's not going to provide the information, we're not
2 going to reach an agreement, we're going to stop
3 trying to reach an agreement, and then we could
4 refer it to the Attorney General's Office.

5 The issue is, though, that one is
6 really a noncompliant well agreement. It's us
7 saying we know you have that well that wasn't built
8 to standards, but we will let you continue using it
9 under certain conditions. If he's not willing to
10 agree to that, I don't know that the attorney
11 general will also then try and enforce an order to
12 let him continue using noncompliant wells. He may
13 in fact lose the ability to use those wells if it
14 goes to the Attorney General's Office.

15 Q Thank you, just a moment. Mr. Blevins has
16 indicated that he's continued to do stuff, such as
17 activate the Taylor Well in response to being asked
18 to remove that -- that grouping of houses from the
19 Tigger Well, which I guess was supplying it. He's
20 also indicated other items he has done. Would it be
21 fair to say that while Mr. Blevins has accomplished
22 some actions, these are not the actions that DNR has
23 wanted him to accomplish?

24 A Yes.

25 Q So if DNR has a priority right now, what

1 would that priority be? If he were to do one thing,
2 what would be the most important thing?

3 A Collect routine bacteriological samples
4 from all of the systems.

5 LAW JUDGE CLARK: Okay, thank you. Any
6 recross based upon bench questions?

7 Mr. Blevins, do you have questions based on my
8 questions?

9 MR. BLEVINS: I have no questions. I've
10 got a lot of information or details I could
11 provide, but I don't think that's the time to
12 provide that.

13 LAW JUDGE CLARK: No, you'll have an
14 opportunity to do that when you testify. Any
15 redirect from the Commission Staff.

16 MS. KERR: No.

17 LAW JUDGE CLARK: Okay. Ms. Johnson, you
18 may step down. Now unfortunately today because
19 of childcare duties, I am not going to be able
20 to run this hearing late today. I would be
21 able to tomorrow, so why don't we go ahead and
22 start our next witness. If we get through him,
23 great; if not, we will continue upon to
24 tomorrow.

25 MS. KERR: Okay. I call Dalten Young.

1 LAW JUDGE CLARK: Mr. Young, would you
2 come up to the stand and raise your right hand
3 and be sworn.

4 (Dalten Young sworn.)

5 LAW JUDGE CLARK: Please be seated.
6 Staff, go ahead.

7 DIRECT EXAMINATION

8 BY MS. KERR:

9 Q Good afternoon. Could you please state
10 your name and spell it for the record?

11 A Dalten, D-a-l-t-e-n, Young, Y-o-u-n-g.

12 Q And by whom are you employed, and what's
13 your position?

14 A I am the Public Drinking Water Unit Chief
15 for Central Field Operations for the Missouri
16 Department of Natural Resources.

17 Q And how long have you been employed in
18 that position?

19 A In this current position, since
20 October 2nd of 2023, but I've been with the unit
21 since September of 2021.

22 Q Okay. And just generally what do you do
23 in that -- in that position you're in?

24 A So, currently, I supervise three
25 inspectors and an engineer who conduct compilatory

1 inspections on public water supplies in the nine
2 counties of central Missouri, and that details doing
3 compliance inspections, compliance assistance,
4 technical assistance, really anything repertory for
5 the system or the boots on the ground type of
6 people.

7 Q Okay. And before you became a supervisor,
8 what kind of -- what were your duties and
9 responsibilities then?

10 A I was just an investigator, so I would go
11 out to systems who had to do their three to five
12 year inspection, or I would provide technical
13 assistance for systems that requested it. I also
14 served as the enforcement coordinator for Central
15 Field Operations, so I was involved with sending
16 systems to enforcement or referring them to
17 enforcement, if need be.

18 Q And are you familiar with Mr. Blevins?

19 A I am.

20 Q And how did you become familiar with him?

21 A I was part of the initial team that went
22 down to the Misty Mountain area in June of 2022 to
23 investigate some concerns we had about health-based
24 issues with the water, and through that process, we
25 met Mr. Blevins when he was activated as a public

1 water supply in August of 2022.

2 Q And when you became supervisor, did you
3 replace anyone?

4 A Yes, I did.

5 Q Who did you replace?

6 A I replaced Sebastien Clos-Versailles.

7 Q Okay. So you took over the case relating
8 to Mr. Blevins as supervisor for -- you replaced --
9 sorry. Basically, you took over the case from
10 Mr. Clos-Versailles --

11 A Yes, ma'am.

12 Q -- as supervisor? Okay, I'm sorry. And
13 how long -- so you've worked with Mr. Blevins since
14 2022?

15 A Off and on less directly. When I did
16 visit the Misty Mountain system, I did talk to Lori
17 Jean, the design operator, to keep information as
18 streamlined as possible. Ms. Johnson would speak to
19 Travis Blevins directly, and I mostly spoke to
20 customers and residents in the area, as so we did
21 not cross information or did have multiple sources
22 of information.

23 Q And, so, what is -- with Mr. Blevins'
24 case, what kind -- what kind of contact, I guess you
25 said what kind of contact you had with Mr. Blevins,

1 but with his case overall, what kind of contact did
2 you have with that or what's your involvement with
3 his particular case?

4 A Oh, we did the compliance inspections.
5 Me, personally, is more of a concern route. So
6 whenever we got concerns from residents in the area,
7 my main job was to go down and investigate those
8 concerns, either do sampling or look at the wells
9 themselves; or I would contact Lori Jean, the
10 operator, about the compliance issues that we had.
11 I did speak to Mr. Blevins in the field in person a
12 few times, but when did I contact him, it was mostly
13 through the phone as he was pretty responsive in
14 that area.

15 Q Okay. And did -- have you done the -- do
16 you do inspections then and write reports?

17 A I do.

18 Q Okay. With regard to Mr. Blevins'
19 systems, what kind -- what's been the result of the
20 inspections over the last couple of years that
21 you've been working with him?

22 A So, Sebastien did the inspection in June
23 of 2022, when he left in September of 2023, I took
24 over the required actions of the case. So I worked
25 with Lori Jean to get the system back in compliance

1 and get updated information from the system about
2 that. Past that, I conducted two leveled
3 assessments on the Charity Public Water Supply,
4 which happens when you get multiple bac T samples
5 that are positive total coliform (sic) in a certain
6 amount of period, but that has been my only official
7 reporting I've done since being in this role.

8 Q Okay. And since you -- since you've taken
9 over as a supervisor for Mr. Blevins' case, could
10 you explain what kind of -- how his compliance has
11 been?

12 A Yes. As regarding to the official report
13 from 2023, all of these deficiencies from that
14 report have been resolved. There are what we call
15 unsatisfactory findings, which is usually more of a
16 paperwork issue, just the way a system is ran and
17 not really a physical component or health and safety
18 hazard. Some of those unsatisfactory findings are
19 still out of compliance regarding the permit to
20 dispense; we are lacking one of those. The lack of
21 a backup operator and fees from last year that are
22 not paid. The report findings are sill out of
23 compliance.

24 Outside of that, there are out of
25 compliance issues with not taking bacteriological

1 samples from all three systems; not having a
2 certified operator; and there is current violation
3 for not correcting a Level 2 Assessment from
4 December of 2023 -- or 2022, I'm sorry.

5 Q So he hasn't fixed the problems that were
6 there in December of '22?

7 A That's correct.

8 Q What problems were those?

9 A That was regarding the Topo E. coli issues
10 we were having up to that point. The corrective
11 action was to find and fix the issue or plug the
12 well and neither one of those things have happened.

13 Q Okay. What did happen?

14 A The well failed in March of 2023.

15 Q Okay. And Ms. Johnson has testified that
16 since March of this year, there have not been any --
17 any water samples taken or provided to DNR?

18 A Not that were compliance samples from
19 Travis or a certified operator.

20 Q Okay. I mean, was there something else?
21 I mean, there was something.

22 A There was a concern that I worked two
23 weeks ago at the beginning of June, on Topo Drive, a
24 resident was very concerned that they did not have
25 any sample results from samples being taken the last

1 month, and they requested that my office go down and
2 do technical assistance just to get an idea on the
3 water. So I took a noncompliant sample, which means
4 it doesn't go in the record of the system, if it
5 comes back bad, we don't issue violations for it.
6 It's just kind want of an overall view of how the
7 water is. I did collect one of those that was total
8 coliform positive.

9 Q Okay. So that was for the -- do you know
10 which one -- I'm sorry, you might have already
11 answered this question, which well was that one for?

12 A It was for the Topo Drive, the well that
13 is currently connected to Pulaski County Number 2.

14 Q Okay.

15 LAW JUDGE CLARK: And can you clarify this
16 for me, I'm not understanding. So, the well is
17 collapsed, but it's connected to something?

18 THE WITNESS: Yes, so the physical well
19 that is in the ground, the casing collapsed and
20 dropped into the aquifer. There is a hookup,
21 or what we call bypass, in the well house.
22 Sometimes it's called an emergency connection,
23 where if that well fails or they need to turn
24 off for any kind of maintenance, they can
25 bypass that well if they're interconnected to

1 another nearby water supply, which happened in
2 this instance. They found an inner connection
3 with the county district, Pulaski County Number
4 2, and they were able to bypass that well, shut
5 off the piping around it and use the water from
6 the county to supply those houses. So it's
7 kind of like having an interstate with an
8 access road, the interstate is closed but
9 there's still an access road where you can kind
10 of go around.

11 LAW JUDGE CLARK: I guess my question
12 ultimately, is there a danger of
13 cross-contamination from the Topo to the public
14 water supply or Pulaski Water Supply 2?

15 THE WITNESS: There is, if the Topo Well
16 is not properly plugged and there's somehow
17 still piping from that well into the
18 distribution system, there can be backflow if
19 Pulaski County Number 2 loses pressure, or if
20 there's a major leak and stuff gets in there
21 and backflows. That is a possibility.

22 LAW JUDGE CLARK: Okay, thank you. That's
23 what I wanted to know. Go ahead, Staff, sorry
24 for the interruption.

25 Q (By Ms. Kerr) Thank you, Ms. Aslin is

1 going to hand what's been marked -- I believe we're
2 on Exhibit 12?

3 LAW JUDGE CLARK: Exhibit 11. I took
4 administrative -- or I took official notice of
5 Mr. Clos-Versailles's testimony.

6 MS. KERR: Okay.

7 LAW JUDGE CLARK: Instead of making it an
8 exhibit.

9 (Staff Exhibit 11 marked.)

10 Q (By Ms. Kerr) Do you recognize what I've
11 handed you?

12 A I do.

13 Q And what is that? Can you explain what
14 they are?

15 A Yes, this is two separate documents. One
16 is a Level 1 Assessment from having multiple
17 positive total coliform samples, and the second one
18 is a Level 2 Assessment, which happens when you have
19 multiple Level 1 Assessments, so it's kind of an
20 upgraded assessment.

21 Q Okay. What -- so the Level 1 is the first
22 one --

23 A Yes, ma'am.

24 Q Is that like you get the Level 1, and then
25 if you don't fix Level 1 you get Level 2?

1 A Not necessarily don't fix. It's more if
2 you keep getting bad samples, then you get to
3 upgrade it to Level 2. In most tradition, a Level 1
4 Assessment is conducted by the system. A Level 2 is
5 conducted by our office.

6 Q Okay. Is that what happened here with
7 these two documents?

8 A No, what happened with the Level 1 is it
9 was coming up on the due date for the system, and so
10 these can actually be conducted over the phone with
11 the operator, which is what I did in this case. I
12 called Lori Jean on -- looks like November 13th and
13 conducted this assessment with her over the phone.

14 Q And what does -- can you explain what --
15 were there violations noted?

16 A There were no violations noted with either
17 one of these assessments.

18 Q Okay. Was there any concerns that you had
19 when you got -- when he was issued these Level 1 and
20 Level 2 Assessments?

21 A Not at first. With most of these
22 assessments, it's due to operator sampling error
23 or weather conditions. I think we note on both of
24 those, it was windy or raining during the time of
25 the sampling. Bacteriological samples are so

1 finnick that wind, pollen, even your breath can
2 make a sample bad. So, we think that's what
3 happened in this case just to due to all the rain we
4 had in early November, late October, is the reason
5 for these. With that, there's really nothing the
6 operator or the system owner can do other than
7 sample when it doesn't rain.

8 Q Okay. And, so, did you do that?

9 A We informed the operator, Lori Jean, to
10 monitor the weather and take samples when, maybe,
11 after it rains, wait a week or two or clean the
12 sample top really well before sampling.

13 Q Okay, so -- so was this Level 2
14 Assessment, the second document, was that as a
15 result of the Level 1?

16 A Yes, it was a result, because they got two
17 Level 1 Assessments in the same 12 months; that
18 second level assessment gets upgraded to a level 2,
19 which is when our office goes physically on site to
20 conduct the assessment, which is the same as
21 inspection just without the paperwork. So it has
22 the same thoroughness as a compliance inspection.

23 Q Were any of -- were there any assessment
24 Level 1 or Level 2 that assesses for -- Level 1 or
25 Level 2 Assessments done for any of the other wells

1 -- this one, I believe, is Charity?

2 A I believe last year. I'm not sure what
3 the date was. There may have been a Level 1 for
4 Rolling Hills. We don't really see too many
5 compliance issues coming out of that system. Misty
6 Mountain, there have not been since Topo has been
7 hooked up to Pulaski County 2. Before then, there
8 were numerous Level 2 Assessments due to E. coli on
9 the Topo Drive Well. But nothing since March of
10 last year.

11 Q Okay. And, so, are these notices new
12 violations that have occurred since October of '23?

13 A They're not necessarily violations.
14 They're just more saying you have an issue, please
15 fix it. And that's what the assessment does. It
16 helps them identify what the issue is to fix. So
17 that's been the only new thing -- only new thing
18 since October.

19 Q Okay. Now, you're saying there's an
20 issue -- do these normally go out to other water
21 systems when -- just as a matter of course?

22 A Yeah, these are fairly common, especially
23 in heavy rain seasons like early spring and late
24 fall. These assessments are pretty common for
25 systems who maybe have a more shallow well or an

1 operator who may know to not sample in the rain or
2 just not clean a sample tap. These are a pretty
3 common thing in my office.

4 Q And you've -- your office has collected or
5 has received water samples from each of the three
6 public water systems. And just -- is that right?

7 A Up until March of this year, yes, ma'am.

8 Q And in comparison, what -- what was the
9 level of those? I mean, were there concerns with
10 those or what was the problem with those?

11 A Out of Charity and Rolling Hills, there
12 wasn't too much concern. We had a few total
13 coliform positive samples here and there. That's
14 typical. I mean, that can happen to any system. E.
15 coli is what are we worried about the most, and out
16 of Misty Mountain, I believe, there's between 85 and
17 90 compliance samples since August of '22, and 55 of
18 those were total coliform positive and 35 of those
19 were E. coli positive.

20 Q And that was since -- I'm sorry, you said
21 since --

22 A August of 2022 when they were activated as
23 a public water supply.

24 Q Okay. Compared to other water systems,
25 how does that compare?

1 A It depends on the system. A system of
2 similar size and operation, we may see an E. coli
3 once every three or four years. They are not very
4 common. If there's an E. coli, there's usually
5 contamination in the well itself on the lines. It's
6 very rare that some systems get them; some systems
7 may never get one. One may get ten a year. It's
8 very hard to tell, but based on similar systems,
9 similar size, I would say once every three years.

10 Q And, so, compared to that, the 35 E. coli
11 samples that came back, that's out of the ordinary?

12 A Extremely, yes.

13 Q And, so, what was the difference between
14 the coliform -- the first type of sample?

15 A So, in order to have E. coli, you need to
16 have total coliform. Total coliform is a pocket of
17 bacteria that E. coli is housed into. So you can
18 have total coliform or TC and not E. coli, but you
19 have to TC to have E. coli. Very rarely will E.
20 coli ever be present by itself, so it's kind of like
21 you need a house to live in; the TC is the house and
22 E. coli is the person.

23 Q Okay. And, so, 35 of those samples had
24 enough to have E. coli?

25 A Yes.

1 Q And just for the commissioners of -- and
2 my edification, what -- what of the -- what kind of
3 concerns does that bring to DNR when there's so many
4 bad samples?

5 A It brings a lot of concern. It lets us
6 know that there is an active issue somewhere in the
7 system, whether it's the well or the lines. You
8 know, one bad sample here and there, you can kind of
9 write off, but when you have this amount, you know
10 there's an active issue somewhere. And E. coli can
11 lead to numerous health risks and sicknesses, and we
12 did get a report of a couple sicknesses, which led
13 us to investigate the area.

14 Q And was Mr. Blevins notified of these
15 sample -- these E. coli and other total coliform
16 samples?

17 A I believe so. At least Lori Jean was
18 always notified. When a sample comes into my office
19 for results, we notify whoever is listed as chief
20 operator, unless it's the owner themselves. Then
21 we'll call the owner. But Lori Jean was always
22 notified, and I believe she would forward that
23 information on to Mr. Blevins.

24 Q Okay. And so these 35 samples, was that
25 over the course of the time that you testified to --

1 was there more E. coli samples at one point than the
2 other or was that just spread out?

3 A It was a pretty constant stream. As Lori
4 Jean testified earlier, there would be sometimes
5 when the well would come back clean, you go back the
6 next day and you have E. coli. So, TC moves in
7 pockets, so it's not like someone is dumping in a
8 steady stream of it. You may catch a pocket one day
9 and then not the next, but these E. colis were never
10 hit or miss. They were always pretty constant.

11 Q And do you know -- as far as you know, has
12 that been corrected?

13 A Since the Topo Well has collapsed and they
14 are now connected to the county, we have not
15 received any more E. coli samples out of Misty
16 Mountain.

17 Q What about in -- any from the other two?

18 A We have never received an E. coli from
19 Charity or Rolling Hills.

20 MS. KERR: I'll ask that -- I'll move that
21 Exhibit 11 be admitted?

22 LAW JUDGE CLARK: Mr. Blevins, do you have
23 any objections to admitting Exhibit 11, the
24 Level Assessments documentation onto the
25 hearing record?

1 MR. BLEVINS: No objection.

2 LAW JUDGE CLARK: Exhibit 11 is admitted
3 onto the hearing record.

4 (Staff Exhibit 11 admitted onto the hearing record.)

5 Q (By Ms. Kerr) And you worked with Jackie
6 Johnson on Mr. Blevins' case?

7 A I do, yes.

8 Q And can you describe what that -- how that
9 works between your office or your section and hers?

10 A Yeah, we routinely share information on
11 ongoing cases. Jackie has a numerous amount of
12 cases. Some that are in my area, some in other
13 jurisdictions. So anytime I learn something new or
14 she learns something new, we always share the
15 information together.

16 Q So that would include all the samplings
17 and if there were any violations --

18 A Yes, ma'am.

19 Q Okay. So do you have any ongoing concerns
20 about any of the well systems?

21 A I do.

22 Q And what are they?

23 A The lack of sampling for all three
24 systems, especially with the Taylor Well now up and
25 running, we have zero sampling history from bac T or

1 any kind of chemical samples from that well; and we
2 have no idea what kind of water that well is pushing
3 out.

4 Mr. Blevins did indicate that he took
5 a sample to the county health department that tested
6 clean for any kind of bacteria, but we do not count
7 the county health department samples as regulatory
8 samples for DNR.

9 Q Okay. So not having those samples, do
10 you -- does that bring you concerns about his
11 ability to provide safe and adequate water for the
12 residents of those systems?

13 A Yes.

14 Q Can you explain that?

15 A How so?

16 Q Well, why would not having the samples --
17 how would that be considered -- how would that
18 make -- make that a DNR concern for the safe and
19 adequate drinking water?

20 A Because we have no idea what people
21 are actually drinking or bathing in. We don't know
22 if there are pockets of TC or E. coli running
23 through those wells. We don't know if they have
24 high levels of nitrate. We don't know if there's
25 any volatile or organic chemicals in there. We

1 don't know if there's any type of cyanide or any
2 type of inorganic chemicals that are in those wells:
3 high iron, manganese, calcium, nitrate, nitrite.
4 There's a bunch of chemicals we test for that we
5 just don't know that's in those wells and what
6 people are drinking.

7 Q And that's just with regard to the public
8 water systems that are regulated by DNR?

9 A Yes, ma'am.

10 Q To your knowledge, does Mr. Blevins
11 operate other well systems that are not -- that are
12 not regulated by DNR; is that correct?

13 A I believe so. I don't have a list of
14 exactly what those are or where they're at, but I
15 only knew a few of them.

16 Q But he does have some wells that he's
17 operating that are not, as far as you know,
18 regulated by DNR?

19 A I believe so, yes.

20 Q And, so, having not -- since they aren't
21 regulated, you don't get any samples from those?

22 A That's correct.

23 MS. KERR: I don't have any other
24 questions.

25 LAW JUDGE CLARK: Mr. Blevins, do you have

1 any cross-examination for this witness?

2 CROSS-EXAMINATION

3 BY MR. BLEVINS:

4 Q I do, yes. The testing that you mentioned
5 a while ago, done at the Topo, what residence was
6 that done on?

7 A That was an anonymous concern, and I am
8 not the authority to give that address out.

9 Q That -- was it done on the Pulaski County
10 water side or the distribution side?

11 A That was on the distribution side after
12 the connection.

13 Q Okay. You did mention also about the
14 possibility of the -- the well that is
15 non-operational there; there is no well or anything
16 there inside or down in the culvert. There -- you
17 mentioned backflow. How would that backflow if the
18 Pulaski County is going directly into that
19 distribution system and not going through the well,
20 whatsoever?

21 A If there is a connection with the well
22 into the distribution at any point, and Pulaski
23 County loses pressure from a major line break or a
24 well goes offline, it will back siphon what's ever
25 down in those lines: air, dirt, bugs, stagnant

1 water, back into the distribution system.

2 Q Even though there's a -- the -- a valve
3 there keep that from happening?

4 A The foot valve, yes, but we've known that
5 foot valves are not reliable to prevent stuff like
6 that.

7 Q How about a regular valve?

8 A Possibly, but we also don't know how many
9 connections were on the well itself. You could have
10 a distribution piping, but in the case of a pitless
11 adapter, that could be one 10 feet down; there could
12 be one 12 feet down. We physically do not know
13 what's down there.

14 Q If that line was also capped on that side
15 of the hole between the distribution lines and the
16 well hole, if that was capped in between there, does
17 that prevent backflow?

18 A It can if it is physically severed.

19 Q If what?

20 A If it is physically severed, yes, it can.

21 Q Okay, so that can be prevented on
22 backflow?

23 A Yes, sir.

24 Q Okay. The -- were you aware at the time
25 that when the E. coli problem was existing in that

1 Topo Well area, which I'm, of course, well aware of
2 that myself, because we -- I think we all tried to
3 investigate and find out what was going on, there
4 was two other wells drilled during that time. Are
5 you aware of that?

6 A I am.

7 Q Could that drilling have caused a lot of
8 the E. coli possibly from the overflow or flushing
9 or --

10 A It is technically possible, but in this
11 case I don't believe so because the E. coli was
12 present before those two holes were drilled.

13 Q Yeah. It kept coming back, though; you
14 would agree with that?

15 A It --

16 Q During that period of time, that E. coli
17 kept showing up regardless of what was done.
18 The actual sample of the Taylor Well water
19 different -- still on Misty Mountain; I did not do
20 that sample. That was done by Rick Gile (sic). He
21 was the operator, not the DNR operator but --

22 LAW JUDGE CLARK: Mr. Blevins, you're
23 testifying. Is there a question in there?

24 Q (By Mr. Blevins) Well, my question is,
25 were you aware of that test being done by Mr. Gile?

1 A I am aware of the test being done. I did
2 not know who conducted the test. I just know that a
3 report from Jackie Johnson to me was that the test
4 was clean of any bacteria.

5 MR. BLEVINS: Yeah, okay. No further
6 questions.

7 LAW JUDGE CLARK: Any Commission
8 questions? I hear none. I've got maybe just a
9 couple.

10 QUESTIONS

11 BY LAW JUDGE CLARK:

12 Q You said -- you had indicated that a
13 couple people in the area had gotten sick. Is that
14 from E. coli?

15 A It's from what we believed was E. coli.
16 There was never any doctors who backed it up, if
17 they even went to a doctor. They just claimed they
18 had waterborne illness.

19 Q Okay. Were these people that were --
20 would have been Blevins' customers?

21 A Yes.

22 Q Now, you indicated that -- you indicated
23 that outside of the Topo Well, there were no E. coli
24 samples taken at any of Mr. Blevins' other wells; is
25 that correct?

1 A Yes.

2 Q And then Topo Well collapsed, and this is
3 more just a concern of my mine than anything else,
4 that I noticed that Mr. Blevins will be proactive in
5 repairing something when he sees a way that he can
6 do it. And, so, I know that DNR, that there stance
7 is we want the Topo Well capped, and that's one of
8 the things that they've asked to have done, but I
9 also just heard you tell him that if he physically
10 severed it from the Pulaski Water Supply Number 2,
11 but that won't cap the well, correct?

12 A Correct. We still require a plugging
13 which involves pouring cement down there.

14 Q So that doesn't really resolve the issue.

15 A Correct.

16 Q So my concern is he's going to hear that,
17 go out and do something that does not really resolve
18 DNR's violation, so that's the comment and not
19 really a question.

20 Now, looking at Exhibit 11 of these
21 level assessments, you had indicated -- or you
22 testified on the stand that these are issued and
23 then they're given a corrective action, correct? In
24 this case, it says they were issued, there were two
25 tests that were bad, and the response was the

1 defects noted was windy or raining during sampling
2 conditions and no corrective actions needed at the
3 time. You just want them to sample better?

4 A Yes. Oh, usually, we do a verbal
5 recommendation of watch the weather report; do not
6 sample during heavy wind or heavy rain or directly
7 after; and wait a few days.

8 Q What -- outside of the sampling
9 violations, what health or safety violations have
10 occurred since -- since this was before the
11 receivership action in October?

12 A Since October or before October?

13 Q Since October.

14 A Since October, we have no official health
15 and safety violations I'm aware of besides the
16 operator. I'm not sure that is a health and safety
17 violation or a compliance violation.

18 Q So the two -- the two ongoing things are
19 no operator and no regular sampling?

20 A Yes, sir.

21 LAW JUDGE CLARK: Thank you. Those are
22 the questions I have. Mr. Blevins, do you have
23 any cross-examination based on questions I just
24 asked?

25 MR. BLEVINS: No, sir.

1 LAW JUDGE CLARK: Any redirect from staff.

2 REDIRECT EXAMINATION

3 BY MS. KERR:

4 Q I just had a couple of questions. Now,
5 you said -- you just testified in response to a
6 question that severing the Topo Well, that would not
7 resolve your concern, DNR's concerns?

8 A That's correct, because even though that
9 well is capped, someone could come by with a pipe
10 wrench or a crowbar and uncap it, and then you have
11 a direct hole into the aquifer where, as Mr. Blevins
12 mentioned, there are two other wells connected to
13 that aquifer downstream, and there may be more in
14 the area on the same aquifer. So if someone comes
15 by and dumps something down the well or contaminants
16 get inside of it, they're now contaminating other
17 wells in the area as well.

18 Q Okay. So that's -- so he could sever it
19 and you'd still have problems?

20 A Yes, ma'am. We would require a physical
21 plugging of the concrete.

22 Q Okay. And that has not been done?

23 A As to my knowledge, no.

24 MS. KERR: Okay. And -- okay. I don't
25 have any other questions. Thank you.

1 LAW JUDGE CLARK: I have one more question
2 that occurred to me.

3 FURTHER QUESTIONS

4 BY LAW JUDGE CLARK:

5 Q How many -- do you know -- do you have any
6 idea with a well of this size, how many yards of
7 concrete you're looking at to plug it?

8 A I do not. Our Missouri geological survey
9 would know that answer, but I do not.

10 LAW JUDGE CLARK: Thank you. Any
11 questions based upon my question, Mr. Blevins?

12 MR. BLEVINS: No, sir.

13 LAW JUDGE CLARK: Any further redirect
14 based upon that?

15 MS. KERR: No.

16 LAW JUDGE CLARK: Okay. Mr. Young, you
17 may step down. Thank you for your testimony.
18 Staff, you may call your next witness. Well,
19 I'm actually just going to ask: you can call
20 your next witness, or we can take this witness
21 up first thing in the morning. I have no
22 preference, but I am going to call it right at
23 close to 5:00.

24 MS. KERR: Why don't we start with the
25 next witness tomorrow morning, because I don't

1 think that I'll get through this witness
2 necessarily before 5:00, and I'd rather have it
3 all in one -- in one day, the same day, than
4 try to split it up, if that's okay?

5 LAW JUDGE CLARK: No, I think that's
6 acceptable. Okay, before we break until
7 tomorrow, is there anything else that the
8 Commission needs to take up at this time?
9 Staff?

10 MS. KERR: I don't believe so. We need to
11 get you copies of Exhibit 10, I think, but
12 that's --

13 LAW JUDGE CLARK: If you just want to
14 bring that tomorrow morning?

15 MS. KERR: I can do that, sure.

16 LAW JUDGE CLARK: Mr. Blevins, is there
17 anything the Commission needs to take up today
18 before we break for the day?

19 MR. BLEVINS: No.

20 LAW JUDGE CLARK: Okay, all right. We
21 will break until 9:00 a.m. tomorrow, and I will
22 adjourn for the day. Thank you very much.

23 (Wherefore, the hearing adjourned at 4:38 p.m.)
24
25

| | | |
|----|----------------------------------|------|
| | INDEX | |
| | | PAGE |
| 1 | | |
| 2 | | |
| 3 | QUESTIONS BY: | |
| 4 | OPENING STATEMENTS: | |
| | Ms. Kerr | 67 |
| 5 | Mr. Blevins | 77 |
| 6 | STAFF'S WITNESSES: | |
| 7 | JEFF GRUBE: | |
| 8 | Direct examination by Ms. Kerr | 98 |
| | Cross-examination by Mr. Blevins | 161 |
| 9 | Questions by Judge Clark | 174 |
| 10 | LORI JEAN: | |
| 11 | Direct examination by Ms. Kerr | 185 |
| | Cross-examination by Mr. Blevins | 209 |
| 12 | Questions by Judge Clark | 214 |
| | Redirect examination by Ms. Kerr | 222 |
| 13 | | |
| 14 | JACKIE JOHNSON: | |
| 15 | Direct examination by Ms. Kerr | 223 |
| | Cross-examination by Mr. Blevins | 293 |
| 16 | Questions by Judge Clark | 294 |
| 17 | | |
| 18 | DALTEN YOUNG: | |
| 19 | Direct examination by Ms. Kerr | 306 |
| | Cross-examination by Mr. Blevins | 325 |
| 20 | Questions by Judge Clark | 328 |
| | Redirect Examination | 331 |
| 21 | Further questions by Judge Clark | 332 |
| 22 | | |
| 23 | Index | 334 |
| | Exhibit Index | 335 |
| 24 | Reporter's Certificate | 336 |
| 25 | | |

EXHIBITS

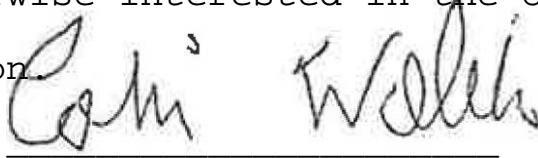
Staff's Exhibits:

Marked Received

| | | | |
|----|------------------------------------|-----|-----|
| 1 | Letters | 103 | 107 |
| 2 | Outlaw's Corral Letter | 108 | 111 |
| 3 | Misty Water Works Letter | 111 | 115 |
| 4 | HOA Letters | 129 | 134 |
| 5 | Tigger HOA Notice (Confidential) | 141 | 144 |
| 6 | Tigger HOA Shut Off Notice | 153 | 159 |
| 7 | Contract Operator Agreement | 202 | 207 |
| 8 | Department of Natural Resources | 244 | 264 |
| 9 | Administrative Orders | | |
| 9 | Testimony from Jackie Johnson from | 269 | 273 |
| 10 | WO2024-0036 | | |
| 10 | Department of Natural Resources | 274 | 275 |
| 11 | Records | | |
| 11 | Level Assessments Documentation | 314 | 322 |

(Original exhibits retained by the Public Service
Commission.)

1 I, Colin Wallis, in and for the State of
2 Missouri do hereby certify that the witness
3 whose testimony appears in the foregoing
4 Examination Under Oath was duly sworn by me;
5 that the testimony of the said witness was
6 taken by me to the best of my ability and
7 thereafter reduced to typewriting under my
8 direction; that I am neither counsel for,
9 related to, nor employed by any of the parties
10 to the action in which this examination was
11 taken, and further that I am not relative or
12 employee of any attorney or counsel employed by
13 the parties thereto, nor financially or
14 otherwise interested in the outcome of the
15 action.


Colin Wallis

17 within and for the State of Missouri
18
19
20
21
22
23
24
25

| | | | |
|--------------------|--|--|--|
| \$ | 106:21,24 107:3,5 141:24 167:3,14, 15 175:4,6 176:5, 8,14 257:10 314:16,19,21,24, 25 315:3,8,19 316:15,17,24 317:3 | 260:10 17 118:1 186:8 18 95:4 118:1 18,000 182:12 180 257:18 262:10 18th 151:22 19 83:12 118:1 149:8 1920 167:12 19th 151:22 1:07 185:5,7 1st 152:13 162:25 | 21,25 180:22 182:15 202 280:13 2020 119:21,24 120:8 2021 306:21 2022 120:1,2,24 190:4 227:10 247:15 307:22 308:1,14 309:23 311:4 318:22 2023 69:25 83:12 105:12 114:9 216:22 227:11 245:13 306:20 309:23 310:13 311:4,14 2024 63:4 128:7 142:4 245:23 260:5 206 269:17 20th 75:17,21 152:11,22 154:4 296:6 21 109:2,6 187:15 21st 136:9 154:17 22 190:3,5 311:6 318:17 22nd 277:20 23 119:15 123:17 135:25 258:15 317:12 23rd 129:21 24 252:15 241 269:17 24461 98:14 24th 63:3 25 84:11,17 95:2 145:5 230:24 |
| | 1,000 112:18,19 1/9/20 104:1 10 140:11 167:13 236:10 274:3,11, 14 275:7,19,21 282:2,9 286:1 326:11 333:11 100 124:17,19 217:7 10:35 121:16,19 11 292:15 314:3,9 321:21,23 322:2,4 329:20 110 183:18 115 183:18 11:35 160:22 12 104:20 253:20 254:18 314:2 316:17 326:12 12-month 254:9, 13 124 280:13 12:07 185:3,4 13th 245:23 315:12 14 236:10 282:9 14th 119:14 15 84:10 95:1 132:13 145:4 220:20 221:13 230:24 232:22 233:4 245:22 | 2 | |
| | \$0 132:10 \$1,000 88:19 106:15 112:15 \$1,155 142:19 \$10 88:20 \$10,000 80:25 \$12,000 85:25 86:2 \$20 126:9 \$20,000 155:11 \$210 167:19 169:3 \$240 167:21 \$25 126:9 \$27,000 132:9 \$3,000 132:4,8 135:10 139:1 \$30 100:2 101:5,9 169:5 \$309 249:20 263:3 \$35 163:18 164:10 \$40 88:24 167:21 169:4 \$45 104:3 164:11 \$50 126:10 \$50,000 81:1 \$55 88:24 164:12 \$6,000 256:6 \$60 164:13 \$75 191:24 \$9,000 182:8 | | |
| 1 | | | |
| 1 103:15,16 | | | |

| | | | |
|--|--|---|--|
| 232:22 233:5 249:1 | 4 | 6th 139:10 148:11 157:23 158:6 181:6 289:18 | 119:21 128:24 149:5 150:6 169:8 196:2 |
| 25th 152:18 248:25 296:5 | 4 129:8,9 133:23 134:5,20,22 142:4 | 7 | accept 242:2 |
| 28th 245:13 296:10 | 40 80:25 163:19 | 7 202:8,9 207:4,7, 11,13 276:1 | acceptable 333:6 |
| 2nd 142:6 150:18 154:19 156:1 157:5 306:20 | 400 175:11 | 7/5/20 171:4 | accepted 133:9 |
| 3 | 42 93:21 | 70 88:10 | accepting 105:20 |
| 3 111:22,23 115:7, 17,20,23,25 | 4240-2.070 68:3 | 70.2 74:7 | access 300:17 313:8,9 |
| 3-horse 81:3 | 44 158:14 | 8 | accessible 199:4 |
| 30 80:25 159:14 188:7,8 208:2 241:20 248:18 257:17,22 290:11 | 45 123:2 126:10 | 8 244:15,16 245:1 264:11,14,19,22 | accidentally 117:10 |
| 30-day 260:6 | 46 158:14 | 80 89:22 90:9 | accomplish 304:23 |
| 300 99:10 | 4:38 333:23 | 85 318:16 | accomplished 304:21 |
| 309 263:7,8 | 4th 150:21 | 9 | account 115:3 165:18 |
| 31st 153:6 | 5 | 9 269:10,13 273:3, 4,7 | accountable 74:22 |
| 35 88:23 318:18 319:10,23 320:24 | 5 141:14,15 144:6, 7,10,13,17 | 90 142:6 150:7,8, 16,20 318:17 | accounts 166:9 |
| 386 68:3 | 5-horse 81:2 | 9:00 63:1 333:21 | accurate 89:2 207:19 |
| 386.020(43) 74:4 | 50 176:2 | 9:01 63:4 | acknowledge 240:21 |
| 386.390.1 68:2 | 500 175:22 | A | acknowledges 239:24 246:17 247:7 |
| 393 68:4 | 55 154:14 163:19 318:17 | a.m. 63:1,4 333:21 | acquire 92:20 |
| 393.1 74:7 | 5:00 332:23 333:2 | abatement 230:13,16 | acquired 77:15,23 79:11,16,20 81:23 83:4 87:3,4 88:22 89:19 178:25 |
| 393.130.1 74:10 | 5th 152:21,22 155:7 156:6 157:19 | ability 91:21 188:19 209:6 291:15 304:13 323:11 | acres 175:20 |
| 3:34 292:14 | 6 | abrupt 215:12 | act 186:5 195:18, 23 209:11 |
| 3:45 292:16 | 6 153:13,14 158:19,22,25 159:2 | absent 300:4 | acted 207:2 212:5 |
| 3rd 148:13 155:23, 24 157:6,18 186:21,23 207:25 | 60 87:25 88:1,4,10 89:4 105:12 230:25 233:5 251:21 258:2 | absolutely 77:12 97:17 115:8 | acting 66:16 67:4 |
| | 60-14 282:2,9 286:2 | | action 69:2 91:10 |

| | | | |
|---|--|---|--|
| <p>131:24 132:18 230:4 233:20 244:19 250:17 251:14 256:14,19, 23 257:8,10 258:1 262:4,6 289:23 296:19,23 297:24 311:11 329:23 330:11</p> <p>actions 74:17,24 91:16 200:20 228:9,22,25 230:11 241:5,8 243:6,7,10,23 247:7 251:21 252:3 256:10,13 257:7 258:8 261:8 262:3 263:12,13, 19 276:14 277:3 280:8 285:13,21 291:9 296:15,21 297:2 302:11,19 304:22 309:24 330:2</p> <p>activate 83:24 84:7 304:17</p> <p>activated 83:13, 14,18 85:12 88:16 190:9,10,12 239:9 247:21 250:2 307:25 318:22</p> <p>active 141:9 320:6,10</p> <p>actual 88:14 106:19 136:17 234:17 238:2 240:17 263:22 327:18</p> <p>Adam 65:22 71:12 121:3,5,25 122:2, 5,7 123:14 127:21,23 128:3 130:18,24 156:22</p> <p>adapter 220:16</p> | <p>326:11</p> <p>add 199:5 240:6 284:5</p> <p>addition 231:17</p> <p>additional 89:3 237:22 240:7 241:7 277:5 285:2 302:23</p> <p>address 103:8 109:15 246:12 302:23 325:8</p> <p>addressed 93:10 141:21 203:17 210:25 213:9,11</p> <p>addresses 142:17, 18,25 143:3 261:7</p> <p>addressing 301:16</p> <p>adequate 323:11, 19</p> <p>adjourn 333:22</p> <p>adjourned 333:23</p> <p>adjustment 112:8</p> <p>administrative 225:11,12,14 228:23 229:2,8, 16,22 230:1 234:16 239:23 241:3,14,17,20,25 242:9,19,23,24 244:2,5,13,19 245:17,18 246:4, 13,22,23 248:16 255:9,19,22 259:13,24 260:4 261:1,12 262:22 264:15 276:19 278:10 280:24 281:15 296:9,12 297:4,6 298:4,10 314:4</p> | <p>admit 133:23 273:3</p> <p>admitted 107:4,5 111:15,16 115:23, 25 134:21,22 144:14,17 158:25 159:2 207:11,13 264:19,22 273:6,7 275:19,21 281:9 321:21 322:2,4</p> <p>admitting 106:24 111:11 115:20 134:5 144:10 158:22 207:7 264:14 280:16 321:23</p> <p>advance 104:21, 23 105:9 113:13, 17</p> <p>adversarial 91:10</p> <p>advice 70:20 132:21 216:7</p> <p>advise 189:17</p> <p>advisers 189:21</p> <p>affect 281:13</p> <p>affection 204:18</p> <p>affidavit 274:5,23</p> <p>afternoon 185:21 223:20 306:9</p> <p>agency 71:1 232:1</p> <p>agent 177:4</p> <p>aggressive 189:7</p> <p>agree 170:25 172:25 211:16 290:3 304:10 327:14</p> <p>agreed 123:10 140:22 171:16,25 242:17 297:23</p> <p>agreeing 69:9</p> | <p>agreement 78:1 82:19 85:7,13 93:14 100:4,15 104:5 110:18,19 111:7 117:16 136:23 137:1,5 138:14 140:23 141:4 146:11 150:15 153:22,23, 25 177:4,9,15 178:2,3,4 204:12 228:24 229:7,11 239:23 240:9 241:2 242:16 278:1,9 295:25 296:8,16 297:2,23 303:24 304:2,3,6</p> <p>agreements 85:4 88:5,11 110:24 141:2 202:15 203:21,22 204:4, 9,13 207:16 240:21 296:14</p> <p>AHC 297:7</p> <p>ahead 66:7 67:3 77:7 87:10,17 90:18,21 98:5 99:5 107:6 118:4 152:9 161:5 163:10 185:18 192:19 223:16 281:18 293:2 305:21 306:6 313:23</p> <p>ahold 118:10</p> <p>air 325:25</p> <p>alarm 110:2</p> <p>allegedly 279:7</p> <p>alleging 68:3</p> <p>allowed 78:10 240:6 298:21</p> <p>alluded 80:4</p> |
|---|--|---|--|

| | | | |
|--|--|---|---|
| altercation 208:15 216:24 | AOCS 300:9 | appointment 266:10 | arisen 81:18 |
| alternative 141:5 | AOS 300:9 | appointments 201:23 | arm 217:9 |
| Amanda 217:3 | apologies 168:19 172:14 | approached 217:7 | arrival 210:3 |
| amount 69:15 95:13 101:2 194:12 263:7 303:16 310:6 320:9 322:11 | apologize 212:8 213:15 | appropriately 203:3,7 | asks 74:21 |
| amounts 106:9 | app 114:2,3,5,20 | approximately 88:18 99:10 124:17 181:18 186:8 249:14 | Aslin 65:6 103:14 108:7 129:7 141:13 153:12 202:7 244:14 291:23 313:25 |
| analyst 71:13 224:7 | apparent 69:25 | appurtenances 73:20 | Aslin's 111:21 |
| and/or 231:14 233:5 | apparently 169:19 171:16 194:24 218:8 | April 146:4,7 152:13,16,17,18 213:8 237:20 249:16 254:7 260:23 284:19 | aspect 213:22 |
| anonymous 325:7 | appeal 241:22,24 242:15,16,18 243:2 260:14 261:11 297:19,23 298:3 | April's 208:5 | assess 173:8 |
| answering 90:12 163:8 168:23 205:7 | appealed 241:19, 22 242:24 243:1 297:6 | aquifer 312:20 331:11,13,14 | assessed 255:10 262:21 |
| anticipate 277:17, 18 | appearance 65:10 | area 78:5 92:15 99:13 175:18 191:16,19 208:12 287:24 288:7 299:2 307:22 308:20 309:6,14 320:13 322:12 327:1 328:13 331:14,17 | assesses 316:24 |
| anticipated 126:21 | appeared 271:19 | areas 163:25 | assessment 172:9 311:3 314:16,18, 20 315:4,13 316:14,18,20,23 317:15 |
| antique 107:19 217:2 | appearing 64:25 | argue 162:16 168:22 | assessments 173:1 310:3 314:19 315:17,20, 22 316:17,25 317:8,24 321:24 329:21 |
| anymore 114:17 186:20 221:5 | appears 282:25 299:6 | argument 95:9 215:14 | assessor 172:18 |
| anytime 200:12 322:13 | applicable 78:23 79:9 94:20 273:23 | argumentatively 161:10 | assessor's 137:20 174:2 177:14 |
| AO 229:8,16,21, 22,24 241:13 255:23 256:10 259:11 289:23 296:17 300:11 301:13 302:20 303:14 | application 79:7,9 91:9 92:18 93:12, 19 251:20 | arguments 194:13 | assign 173:8 |
| AOC 228:23 229:2,13,15 230:8 263:20 276:22,25 277:10 278:7 291:2 | applications 262:18 | | assistance 215:19,20 216:1 224:18,20 227:25 228:17 280:3 307:3,4,13 312:2 |
| | applied 92:17 93:4 240:19 | | assistant 217:4 |
| | apply 68:19 78:22 258:3,4 262:14 264:2 | | assisted 298:19 |
| | appoint 295:21 | | association 128:13,22 132:22 140:8 180:13 |
| | appointed 268:9 | | |

| | | | |
|---|--|---|---|
| <p>associations 128:15 187:10,11</p> <p>assume 84:22 95:21 140:5 161:10</p> <p>assumed 116:5,8 198:14</p> <p>attached 104:16 110:14,18,24 123:9 131:5 137:1</p> <p>attaching 130:7</p> <p>Attachment 110:15</p> <p>attempting 285:19</p> <p>attend 92:20 123:19</p> <p>attendance 63:17</p> <p>attended 124:13, 16 265:9</p> <p>attending 265:5 266:4</p> <p>attends 287:12</p> <p>attention 66:13 74:13 125:17,18 212:2</p> <p>attitude 91:19</p> <p>attorney 64:25 67:4,22 131:3 132:18,24 133:2 137:15 150:1 156:23 229:18 243:18,19 251:24 252:3 260:12 261:13 263:15 302:12,21,22 304:4,10,14</p> <p>audit 137:2,9,21 140:9 172:13 177:12</p> <p>auditor 172:18</p> | <p>auditorium 124:18 265:10</p> <p>August 118:22 179:21,25 190:3,4 254:3 308:1 318:17,22</p> <p>authorities 264:7</p> <p>authority 68:1,22 74:6 92:23 174:7 233:13,22 234:14, 17 249:6 263:23 303:22 325:8</p> <p>authorization 68:17</p> <p>avenues 293:23</p> <p>average 192:3 225:18 230:25</p> <p>avoid 254:17</p> <p>aware 76:9 81:10 85:20 97:10 122:8 127:1 130:18,25 133:11 144:25 145:18 152:1 155:7 172:7 192:9 213:22 228:4 231:10 239:8 253:24 284:3,4 326:24 327:1,5,25 328:1 330:15</p> <p>awhile 69:21</p> <hr/> <p style="text-align: center;">B</p> <hr/> <p>bac 310:4 322:25</p> <p>back 73:17 80:23 85:10 86:3 88:8 90:23 93:3 95:6 104:24 105:15 108:10 118:14,24 121:15,18,19 123:1 125:21 131:17 137:21,25 140:10 142:2</p> | <p>143:2,13 144:2 152:24 153:2 157:10,22 159:13, 16 160:3,12,21,24 161:22 166:21 167:17 169:7 176:25 182:6,17 185:6,9 194:11 197:18 207:15 211:11 212:10 219:24 220:1,25 226:15,19 229:4 232:12 233:2,3 244:9 250:7 253:6 260:17,22 265:4 270:6,7 292:15 294:16 298:12 300:6 309:25 312:5 319:11 321:5 325:24 326:1 327:13</p> <p>backed 328:16</p> <p>backflow 313:18 325:17 326:17,22</p> <p>backflows 313:21</p> <p>backhoe 152:23</p> <p>backside 171:3</p> <p>backup 282:17,21 283:16 310:21</p> <p>backwards 109:1</p> <p>bacteria 217:23 319:17 323:6 328:4</p> <p>bacterial 189:8 237:13</p> <p>bacteriological 73:12 237:18 238:20 252:10 305:3 310:25 315:25</p> <p>bacteriologically 238:21 250:13 289:3 300:20</p> | <p>301:7</p> <p>bad 149:2 152:19 204:19 220:3 312:5 315:2 316:2 320:4,8 329:25</p> <p>badly 204:25</p> <p>Baker 100:1,2 101:6,15 103:7,9 117:17 177:16,17 178:2,25</p> <p>bank 115:3 171:10</p> <p>barely 197:11</p> <p>bartered 69:19</p> <p>base 191:3</p> <p>based 73:2 159:10 184:17 222:3 226:7 228:2 258:13 259:3 296:18 305:6,7 319:8 330:23 332:11,14</p> <p>basement 168:5 184:5</p> <p>basically 92:18 102:20 103:24 104:2 108:14 112:12 146:25 166:9 170:10,16 176:4,24 189:20 197:10 242:21 280:6 284:18 286:13 296:7 308:9</p> <p>basis 293:20</p> <p>bath 156:16</p> <p>bathing 323:21</p> <p>Bear 217:10</p> <p>began 63:1 68:24 71:15 77:12 84:25</p> <p>begin 292:22</p> |
|---|--|---|---|

| | | | |
|---|--|--|---|
| <p>beginning 67:12 81:14,20 88:21 205:16 249:16 260:4 276:23 277:13 300:7 311:23</p> <p>begins 80:12</p> <p>behalf 65:1,3</p> <p>believed 328:15</p> <p>Belle 286:4</p> <p>bells 110:2</p> <p>bench 305:6</p> <p>benefit 89:15,17 133:1</p> <p>big 94:24 136:3 141:6 156:15 198:5 222:14 233:1 236:2 246:9,15 265:10 289:9</p> <p>bigger 127:13 199:14 250:16</p> <p>biggest 113:18 146:16 198:24</p> <p>bill 100:22 104:6, 20 111:18 114:4 167:1 168:7 178:9,12,16 213:14</p> <p>billing 126:6 127:7 167:22</p> <p>bills 69:20 70:3,8 100:18,19 166:25 178:10,18</p> <p>bit 66:20 71:22 85:10 94:18 107:17 120:16 122:6 176:5 184:8 258:25 260:20 261:11 267:1 270:9 292:13</p> | <p>299:14 300:13,15</p> <p>blanked 224:7</p> <p>bleach 157:9 184:11</p> <p>bleed 86:21</p> <p>Blevins 63:9,10 64:20,21,23 65:2, 25 66:3,14,20,25 67:14 68:1,13,15 69:9 70:3 71:10 72:8,10,12,17,20, 25 73:4,10,11,25 74:14,22 75:16 76:20,22,25 77:1, 2,5,8,9,10 86:14, 18,23 87:9,13,21 90:23 93:10 94:9, 13 99:7 100:9,13, 15,19 101:11 102:17 103:5,6,9 105:18 106:1 107:2,8,25 110:22 111:13 112:6 115:22 116:23 117:2,22 118:7, 13,19 121:8,10,11 123:6,8 125:5,13, 21 128:10,23 129:16 131:10,12 132:2,22 133:10 134:7,24 136:7,19 137:5,22 138:8 140:1,3,13,15 141:3,5,17 142:2 143:5,6,11 144:9, 12 147:16,22,23, 24 149:19 150:23 151:17 152:1 156:10,17 157:13, 24,25 158:3,21,24 159:4,7,8 160:7, 10,15,19 161:2,4, 7,19 163:7,9 165:4 167:6,11, 15,17 168:1,10, 16,21,25 169:18,</p> | <p>25 170:1,9,23 173:14,17,21,25 174:13,24 175:9, 10 177:23 178:24 180:20 181:22 182:16 183:3,18 184:16,18 186:15, 17 189:15,25 191:6,13 194:6,10 195:20 196:10 198:14,15 199:19 201:10 204:11,16 205:23 206:14 207:6,10,20 209:18,21 213:21 214:16 215:7,11 217:1 219:19 220:25 222:3,5 224:22 225:2,16, 22 226:7 227:2 229:25 231:11 232:4 233:15,16 234:21,24 236:17 238:9 239:21 246:6,8 248:7,14 251:22 253:9 254:2 258:20 259:18,25 260:8, 18 263:2,12,18,19 264:13,18 266:17 267:22 268:2,7, 11,14,20 270:3,9, 10,14 271:9,12 272:3,8,11 273:13 274:9 275:13,18 276:15,25 277:6, 15,23 278:17,23 279:5 280:15,19 281:7,20 282:24 285:6,18,22 286:9 287:4,16 288:5 289:19 290:6,19, 21 292:3,5,7,10, 23,25 293:3,24 294:1,3,14 296:22 298:15,25 299:4, 22 300:6,18</p> | <p>301:14 302:5,15, 18 304:15,21 305:7,9 307:18,25 308:8,13,19,25 309:11 320:14,23 321:22 322:1 323:4 324:10,25 325:3 327:22,24 328:5 329:4 330:22,25 331:11 332:11,12 333:16, 19</p> <p>Blevins' 69:11 70:13,17 71:5 72:6,13,18 73:6, 18 74:21 75:2 126:8 156:11,21 161:1 203:23 216:24 229:24 231:1 233:8 237:6 266:6 282:16 283:5 284:14 288:15 289:25 295:4,22 299:8 302:16 308:23 309:18 310:9 322:6 328:20,24</p> <p>block 105:5 110:4</p> <p>blown 206:7</p> <p>board 140:24 143:11 154:22 157:7,20 164:18, 22</p> <p>boil 219:23 220:2 230:6</p> <p>books 187:24</p> <p>boots 307:5</p> <p>bother 68:19</p> <p>bothered 208:14</p> <p>bottom 112:14</p> <p>bought 137:3 187:24</p> |
|---|--|--|---|

| | | | |
|---|--|--|---|
| bounce 174:21 | building 103:7 124:24 125:4 197:11 218:6 | calculating 69:12 | capacity 257:1 258:20 262:11 264:8 |
| box 113:21 | buildings 197:25 198:1 | calculation 88:18 106:19 | capped 326:14,16 329:7 331:9 |
| bracket 80:13 | built 78:7,15,25 79:1 80:21,24 93:23 230:13 239:6,12,13,25 240:22 241:5,21 255:25 283:21 286:1 297:4 303:8 304:7 | calculations 73:4 | care 149:14 151:2, 4,15 197:1 303:3 |
| branch 92:19 | bunch 324:4 | call 97:23,24 101:14 107:9,15 114:18 120:5 124:23 128:20 132:18 133:25 143:23,24 144:4 162:1,25 165:8 185:11,13 190:19 194:4,11 195:6 197:10 198:5 199:24 202:2 223:11,13 226:9, 13,15 228:22 230:15 239:9,22 253:21 263:24 305:25 310:14 312:21 320:21 332:18,19,22 | cared 197:4 |
| brand 180:3,6 | burden 95:10,12 | called 101:14 118:14 136:5 154:11 155:18,20 157:6,7,20 160:2 182:17 190:18,20 194:10,23,25 200:13 210:9 230:12 312:22 315:12 | careful 117:8 |
| breach 193:23 195:4 | business 63:10 68:25 73:25 74:14 79:13 89:21 100:3 101:22 102:13,21, 23 108:24 109:13 113:2 165:10,12, 20,23,24 166:5 199:25 234:2,5 257:23 262:7 274:6,22 | calls 70:14 114:2 122:15 131:18 134:14,18 218:3 280:1 | Carolyn 65:5 67:22 |
| break 160:18,21 185:4 194:24 195:4 203:15 276:10 292:5,11, 12,14 302:3 325:23 333:6,18, 21 | businesses 165:19 209:13 298:23 | camera 76:15 | carry 188:13 193:7 |
| breaks 201:21 | button 63:24 64:1 | canceled 104:22, 25 105:1 169:7 171:5,8,12 | carrying 82:24 |
| breath 316:1 | buy 79:2 116:10 140:16 182:8,11 294:10 | cap 329:11 | case 65:11 67:24 68:8,10 71:5,8 72:2 91:14 93:15 110:15 122:17 130:16 224:17,25 225:1,2,4,9 227:10,11,20,21 228:4,10 229:19 232:14 240:18 243:17 266:6,13 267:25 268:1 270:17 271:23 272:1,18,24 273:10,22 274:1, 19 275:2,11 276:1 280:12 281:6 283:5 294:24 295:4,20 297:15 308:7,9,24 309:1, 3,24 310:9 315:11 316:3 322:6 326:10 327:11 329:24 |
| bring 74:12 106:1, 2 240:14,15 250:22 269:8 320:3 323:10 333:14 | bylaws 235:4 | capability 249:3 | cash 69:17 90:4,6 114:20 |
| bringing 192:10 | bypass 312:21,25 313:4 | | |
| brings 91:11 320:5 | | | |
| broke 149:2 195:9 210:5,17 220:15 | <hr/> C <hr/> | | |
| broken 210:8 | calcium 324:3 | | |
| brought 69:2 89:7 128:3 162:2 163:2,12 271:2 293:20 | calculate 256:1 | | |
| brushing 197:18 | calculated 101:2 256:5 | | |
| Bryan 117:3 | | | |
| bugging 260:19 | | | |
| bugs 197:5 325:25 | | | |
| build 199:13 | | | |
| builders 78:6,15 79:3,12 | | | |

| | | | |
|---------------------------|-------------------------|-------------------------|---------------------------|
| Casi 65:6 | 21 209:1 213:13 | charged 69:14 | checks 101:21 |
| casing 240:18 | 221:3 236:16 | 88:21 191:21 | 102:12 104:25 |
| 312:19 | 237:1,25 238:4,10 | charges 73:2 | 114:15 165:9 |
| catch 174:12 | 281:21 282:1,4, | 88:22 | 169:8 |
| 321:8 | 10,17,20 283:6,9, | charging 71:11 | chemical 323:1 |
| caught 91:22 | 20,24 284:1,16 | 106:15 | chemically 301:8 |
| caused 74:25 | 285:7,24 286:10, | Charities 198:21 | chemicals 323:25 |
| 218:9 220:14,16 | 18 287:4,5,17 | Charity 63:12 | 324:2,4 |
| 327:7 | 288:1 299:1,17,18 | 83:15 84:3,8 85:8 | chief 236:12 237:1 |
| causing 220:5 | 300:1 311:2,19 | 133:18 186:25 | 282:10 284:16 |
| CCM 78:21,22 | Chair 64:5 90:21 | 192:22 193:5 | 306:14 320:19 |
| 79:7,9 93:11,19 | 94:18 | 197:2 202:18 | childcare 305:19 |
| CCN 68:21 91:9 | CHAIRPERSON | 210:9 217:22,24, | chlorinated 157:8 |
| 94:19 | 90:17,19,22 | 25 218:12,13 | 184:2,3 193:6 |
| CCNS 94:19 | challenge 248:11 | 225:14 227:16 | chlorination 199:3 |
| ceased 177:4 | 279:9 | 228:12 231:6 | 241:9 |
| cell 63:18,19 | change 112:24 | 232:9,20 235:1,22 | chlorine 193:7,9 |
| cement 329:13 | 113:2 120:7 | 236:23 237:10 | 199:7,9 210:3 |
| central 186:11 | 126:24 216:12 | 239:5 240:7 | chlorined 184:10 |
| 205:9 216:15 | 246:18 260:18 | 244:24 263:5,6 | choose 65:11 |
| 279:25 306:15 | 267:3 277:22 | 273:19 276:19 | 66:16 |
| 307:2,14 | 289:9 301:16 | 278:7,8 279:3,4,6 | chorine 220:3 |
| centralized 235:15 | 302:24,25 | 289:12,19 291:2 | chose 90:2 104:19 |
| certificate 68:20 | changed 82:15 | 294:7 295:13 | 132:17 152:22 |
| certificated | 100:6 109:5 | 298:6,8 303:23 | chosen 293:23 |
| 190:25 | 112:5,6 123:5 | 310:3 317:1 | Christian 191:18 |
| certification 74:6 | 189:5 205:1 216:2 | 318:11 321:19 | chronic 253:22,23 |
| 92:21 188:14 | 240:20 243:16 | chart 250:9 | 254:4,17,22 |
| 237:4 253:7 | 246:10 289:17,20 | chat 198:11 | circuit 243:21 |
| certified 70:21 | 300:15 | cheaper 191:24 | circumstances |
| 72:18,20 144:22 | changing 104:12 | check 87:23 | 109:19 277:12 |
| 146:2 147:16 | 120:15 248:5 | 101:24,25 102:22, | 289:16 301:24 |
| 148:7,9,20 153:21 | 277:12 279:2,11 | 25 104:22 105:1 | cities 299:15 |
| 186:5 187:2,5,14, | 301:25 303:1 | 114:4,21 135:7 | claimed 328:17 |
| 20 188:12 189:13, | chapter 236:10 | 165:14,15,24 | clarify 166:2 |
| 22 190:6,15 | 258:15 282:9 | 166:3,4,13,18 | 169:15 255:15 |
| 191:7,13 192:4 | Chapters 68:3 | 171:6,8,10,12 | 312:15 |
| 196:3,9,20 199:18 | Charcoal 191:22 | 217:2 260:5 | Clark 63:2,15 |
| 203:1 204:6 | charge 68:14,17, | 278:15 | 64:17,24 65:3,7, |
| 207:23 208:8,18, | 22 69:1,4,6 73:1 | checked 193:8 | |
| | 142:20 183:3 | checklist 258:23 | |
| | 191:20 285:18 | 262:17 | |
| | 303:11 | | |

16,19,25 66:4,22
 67:1,15 71:21,24
 75:5,9,11,12,15,
 20 76:3,8,17,20,
 23 77:2,7 86:14,
 19 87:8,12,17
 90:14,18,21
 94:11,15 97:18,
 22,25 98:5,21,25
 99:5 106:23
 107:3,6 111:10,14
 115:19,23 116:20,
 22,24 117:3,8
 121:10,13,18
 133:24 134:2,4,8,
 15,20 144:9,13
 158:21,25 160:7,
 13,17,20,24 161:5
 163:7 167:9,14
 168:9,12,21
 169:15,23 170:4,
 12 173:14,18,22
 174:4,10,16,20
 184:15,22,24
 185:3,9,14,18
 207:6,11 209:18
 213:24 214:4
 221:24 222:6
 223:10,14,16
 264:13,19,24
 267:16,22 268:4,
 8,12,16,21,23
 269:1,4,7,12,19,
 22 270:1,6
 271:11,14 272:7,
 9,16 273:2,8
 274:4,8,15 275:9,
 13,19,22,24
 276:4,7,11
 280:15,21 281:7,
 18 291:21 292:2,
 4,10,18 293:2,24
 294:18,22 305:5,
 13,17 306:1,5
 312:15 313:11,22
 314:3,7 321:22
 322:2 324:25

327:22 328:7,11
 330:21 331:1
 332:1,4,10,13,16
 333:5,13,16,20
class 188:14
 214:20 285:25
 286:8,11,24,25
 287:1,10,11,12
classes 92:20
 187:19 285:24
 286:2
classified 221:25
 237:1
clean 184:6 197:5
 211:15 218:2
 316:11 318:2
 321:5 323:6 328:4
cleaned 198:7
 222:20,21 234:15
cleaning 119:16
 220:4
clear 137:14
 184:14 246:10
cleared 234:15
 261:15
click 288:1
Clos-versailles
 215:9 216:14
 270:19,23 279:18,
 21 281:1 308:6,10
Clos-versailles's
 280:11,17 281:5,
 11,14 314:5
close 87:10
 108:20 176:8
 183:9 219:6 264:3
 295:10 332:23
closed 262:19
 313:8
closer 71:22
 123:12

clue 158:4
co-worker 288:4
co-workers
 287:23
cobwebs 197:18
code 236:11
 258:14
cold 113:9
Coleman 64:6
 292:19
coli 199:2 220:5
 228:8 230:6,7
 241:9 247:3,5,13,
 23 250:7,11 251:1
 256:4 266:1 291:7
 296:19 311:9
 317:8 318:15,19
 319:2,4,10,15,17,
 18,19,20,22,24
 320:10,15 321:1,
 6,15,18 323:22
 326:25 327:8,11,
 16 328:14,15,23
coliform 250:11
 310:5 312:8
 314:17 318:13,18
 319:14,16,18
 320:15
colis 321:9
collapsed 240:11
 289:8,11,21
 291:10 312:17,19
 321:13 329:2
collect 189:4
 237:11,13,17
 238:4,7,9 248:22
 251:5 252:20
 254:11 264:1
 288:21 301:6
 305:3 312:7
collected 189:10
 237:23 247:14,22

251:8 318:4
collecting 228:8
 241:6 250:18
 252:1 253:12,25
 257:11,13 262:5
 280:3
collection 189:6
collects 237:15
 254:15
combine 83:22,25
comfortable
 287:11
comment 213:17
 329:18
comments 166:24
 169:14,21 170:2,
 10
commission 63:5,
 8 64:4 65:4,12
 66:8,11,13 67:16,
 21,24 71:17 74:7,
 22 75:6,22 76:13
 79:6 87:14 90:15
 94:12 95:15,20
 103:22 112:3
 119:20 174:16
 213:24 241:20,25
 242:2,19,25
 252:13 266:5
 267:23 271:16,24
 276:8 281:4
 294:18 295:20,21
 296:6 299:6
 305:15 328:7
 333:8,17
Commission's
 74:2,13 75:17,20
Commissioner
 64:16,17 75:7,9
 87:15,16,18,20
 90:11,14 292:18,
 21

| | | | |
|---|---|---|--|
| commissioners 64:4,5,12 67:21 126:1 320:1 | Complainant 63:8 | complications 183:20 | conditions 89:24 196:23 197:25 198:12 240:1 304:9 315:23 330:2 |
| committed 74:14 | complained 69:20 | complied 229:17 256:12 | conduct 306:25 316:20 |
| common 78:19 105:6 232:14,16, 19 233:6 247:20 303:9 317:22,24 318:3 319:4 | complaining 70:15 114:13 | comply 216:8 243:17 251:23 | conducted 310:2 315:4,5,10,13 328:2 |
| communicate 151:16 152:4 154:11 192:14 195:20 226:6 | complaint 67:25 74:12 76:1 91:14 110:14 111:20 119:25 120:5 193:4 | complying 91:20 236:17 237:7 243:13 | conference 300:5, 7 |
| communication 123:13 126:7 129:14 151:17 194:5,7,18 205:10 226:3 | complaints 70:2,7 106:6 193:5 218:19 247:16 | component 310:17 | confidential 76:10,12 99:1 142:24 144:15 |
| communicative 205:7 | complete 141:4 247:6 249:7 253:13 256:19 257:19 262:15 264:9,10 267:8 302:19 | composed 64:4 | conflict 212:14 |
| community 102:4 105:7 115:14 163:1 236:24 239:3 253:4 283:11,22 286:6 301:2 | completed 153:7 176:18 256:18 257:2 258:4 296:3 | compounds 301:3 | confusing 168:18 247:18 261:14 267:2 |
| companies 93:25 174:3 | completes 256:23 | concern 197:15 238:15,17 250:16, 23 251:3 280:1 288:23 289:11,14, 16,22 309:5 311:22 318:12 320:5 323:18 325:7 329:3,16 331:7 | connect 141:7 160:4 |
| company 81:12 93:24 94:23 99:23 118:23 165:2 180:5 | completing 296:13 | concerned 82:20 112:23 195:12 287:20 311:24 | connected 72:13 118:25 139:19 175:6 180:18,23 181:15,18,22 221:16 291:11 312:13,17 321:14 331:12 |
| compare 318:25 | completion 258:2 | concerns 70:6,12 73:9 74:15 162:2, 3 201:11 250:22 265:13 267:6 287:3,16,19 289:10 291:14 307:23 309:6,8 315:18 318:9 320:3 322:19 323:10 331:7 | connection 71:7 140:12 312:22 313:2 325:12,21 |
| compared 209:4,8 228:11 280:5 318:24 319:10 | compliance 91:10, 18 145:9,14 147:7 148:6 189:18 224:18,20 227:25 228:1,7,10,17 230:5 240:15 243:14 256:15 257:15 280:2 284:10 285:4 300:22 303:4,18 307:3 309:4,10,25 310:10,19,23,25 311:18 316:22 317:5 318:17 330:17 | concrete 210:9 211:4,7,13,14 218:3,5 223:7 232:11 258:12 277:2 289:13 331:21 332:7 | connections 84:10,15,19 85:19 95:2,4,17 132:13 139:23 140:19 141:10,24 142:17 145:1,4 151:24 164:14 180:10 181:14,21 217:21 220:18 221:10,21 230:24 231:13 232:8,18,22 233:4 240:7 326:9 |
| comparison 191:11,12 318:8 | complicated 188:20 235:19 240:10 | condition 84:4 160:15 | |
| compensation 93:18 192:4 | | | |
| compilatory 306:25 | | | |

| | | | |
|--|--|--|---|
| consciousness 178:24 | 194:14 195:14,16 196:3 199:8 253:2 286:21 288:8 298:15 308:24,25 309:1,9,12 | contour 176:6 | copy 143:14 171:12 235:4 267:19 269:25 270:2 274:8 275:20,22,23 276:2,3,7 |
| consent 225:12,14 228:23 239:24 241:3,15 242:10 245:18 259:14,24 260:4 261:1 276:19 278:10 297:20 298:9 301:10 | contacted 70:19 119:19 120:9 121:23 145:11 157:24 195:17 285:9 | contract 69:11 96:9 100:12,14 105:20 178:5 208:3 287:24 | corner 176:24 222:19 |
| consented 243:11 | contacting 70:11 | contracted 293:22 | corporations 234:7 |
| considered 89:4 145:19,21 211:25 220:24 231:2 239:16 254:4 323:17 | contained 294:12 | contractor 191:21 202:14 285:10 288:11 293:16 299:16,19 | Corral 108:23 109:5,12 111:11 112:15 165:8 166:10 234:6 |
| considers 205:23 | contaminating 331:16 | contracts 69:6 70:5 88:5 207:8 | correct 64:22,23 65:1,2,23 76:6 87:7,8 88:2 89:5 95:18 98:23 104:14 128:11 136:3 139:20 141:20 148:19 150:18 155:15 158:9 159:5 166:17 172:23 175:1,2 176:18,19 177:6,7,16,20,21 178:21 179:9,24 181:6,7 182:1,2, 19,24,25 204:5,7 210:14 211:12,24 214:7,9 215:4 216:23 217:12,13 219:3 220:9 221:4,10 247:6 251:11 256:4 268:6,11 269:12 272:2 274:16 295:1,18,22 296:1,10 297:7,16 298:10,16 299:12 303:6 311:7 324:12,22 328:25 329:11,12,15,23 331:8 |
| consisted 219:15 | contamination 319:5 | contractual 82:19 | |
| consistently 73:23 | contentious 265:11 | control 74:3 83:21 84:1 | |
| constant 112:24 127:8 188:23 194:14 321:3,10 | continimants 331:15 | controlling 132:24 | |
| constantly 113:6 | continual 113:3 | convenience 68:20 113:19 286:14 | |
| construct 211:23 | continually 113:2 | conversation 107:21 114:6,23 125:12 130:25 135:6 137:14 161:16 162:4,8 171:13,23 180:17 182:10 | |
| constructed 78:25 198:25 211:2 218:23 | continue 64:9 74:25 85:2 121:20 144:16 240:1 241:5,11 250:18 251:15 257:11 264:20,24 273:8 278:1 284:11 289:5 304:8,12 305:23 | conversations 115:14 126:4,5,11 127:19 130:10,16 133:14 140:20 146:8 149:25 163:14,16 164:4, 17,23 182:7 226:7 259:4 279:5 | |
| construction 89:23 96:19 100:2 101:15 103:7,10 177:16 239:11 240:17 | continued 85:18 177:20 227:12 235:9 247:24 304:16 | cooperative 101:16 139:13 | |
| consume 68:11 73:10 | continues 73:1,8 284:8 | coordinator 307:14 | |
| Consumer 70:1,8 | continuing 188:1, 2,18 233:13,22 248:22 249:6 263:22 279:5 | copies 245:5 267:20 268:24 269:25 333:11 | corrected 82:1,7 |
| consumption 68:23 | | | |
| contact 107:8 119:22 122:4,6,13 156:21,22,23 | | | |

| | | | |
|--|---|---|---|
| 83:7,8,9 321:12 correcting 311:3 corrections 81:24 83:5 corrective 74:17 233:20 241:4,7 243:6,7,10,23 250:17 256:9,13, 14,19,23 257:7,8, 10 258:1,7 261:8 262:3,4,6 263:12, 13,19 277:3 289:23 296:15,19, 21 297:2 302:19 311:10 329:23 330:2 correctly 179:17 220:7 correspondence 106:25 226:17 cost 80:22,25 81:5 89:7 112:19 286:7,8 293:19 299:25 counsel 64:19 65:9 counsel's 63:22 count 233:7 323:6 counties 191:17 288:2,3 307:2 country 189:12 county 72:4 73:6 92:15 98:14 130:13 137:20 159:11 172:15,18, 21 173:1,13 174:7 177:14 182:23 187:12 191:18 194:24 233:17 288:1 291:11 293:6,10 299:6,9 312:13 313:3,6,19 | 317:7 321:14 323:5,7 325:9,18, 23 couple 71:6 75:10 82:7,8 87:16 94:13 121:4 122:3 131:7 138:13 166:6 195:17 201:21 208:11 222:16 228:21 244:18 248:23 286:2 292:25 309:20 320:12 328:9,13 331:4 court 117:1 243:21 cover 69:14 89:11 286:7,8 299:25 covered 149:9 177:24 covers 197:11 crazy 183:19 create 84:7 created 88:17 creates 84:17 criteria 90:24 cross 76:11 308:21 cross- contamination 313:13 cross-examination 160:8 161:2,6 209:19,20 292:22, 24 293:3 325:1,2 330:23 cross-examined 266:16 crow 181:10 crowbar 331:10 | CSR 68:2 282:2,9 286:2 CSR60.14 236:10 culvert 325:16 curious 89:14 current 63:4 83:9 87:21 137:3 249:19 253:10 297:13 306:19 311:2 Curt 65:23 71:13 120:13,18 121:4 122:1,3 customer 72:10 98:23 99:1 109:16 116:20 customers 76:5 87:22 89:4 117:7 140:1,2 190:20 194:4 212:20 252:11,12,17,19, 25 253:7,8 308:20 328:20 cut 119:1 150:2 161:14 162:10 167:24,25 179:21 300:16 cutting 167:23 cyanide 324:1 <hr/> D <hr/> D-A-L-T-E-N 306:11 daily 89:16 dalten 65:22 71:2 147:8,13 201:4 216:3 305:25 306:4,11 danger 313:12 dark 197:13 | Data 71:13 date 104:1 108:17, 21 109:18 157:17 216:17 241:18 245:12 248:18 315:9 317:3 dated 109:2,6 142:4 dates 134:18 dating 73:17 day 80:19 107:12 125:13 128:4 136:10 146:9,14 150:13,20 152:1, 15 154:21 168:5 183:14 186:22 195:3,4,10 200:25 201:25 202:2 215:15 252:16 255:1 285:1 286:13 290:11 321:6,8 333:3,18, 22 day-to-day 282:11 days 93:2 105:13 119:3 123:2 141:4 142:6 150:8,17,20 152:12 153:22 154:5 159:14 183:20 195:11 200:25 202:3,6 208:2 219:25 230:25 233:5 241:20 248:18 251:21 252:16 257:17,18,22 258:2 260:10 262:10 286:14 290:11 296:5 301:18 303:24 330:7 DBA 165:6 deadline 150:16 |
|--|---|---|---|

| | | | |
|---|---|---|--|
| 153:5 226:24 248:25 249:1 256:15,17,24 260:10,11 277:19 278:14 283:8,12 290:13,14 300:14 302:18 | deep 153:1 237:20 | deposit 165:17 | dig 152:23 153:3 |
| deadlines 226:22, 25 229:1 243:15 249:3 251:17,18, 23 257:4,9 261:16 290:5,8 291:19 | defects 330:1 | depth 240:18 | digging 195:1,7, 13 |
| deal 82:23 84:19 114:16 121:1 132:3 151:11 | deficiencies 310:13 | describe 173:7 196:23 198:19 209:6 254:23 259:9 289:24 322:8 | diligently 91:21 |
| dealing 72:12,16 120:24 206:25 225:21 283:4 | defined 291:12 | description 189:19 | direct 98:6 141:24 185:19 223:17 306:7 331:11 |
| dealt 121:25 | defines 236:12 | design 308:17 | directed 85:14 |
| debris 113:5 184:3,5,6 198:9 222:14,18 | definition 230:22 | designated 68:21 146:2 231:8 254:21 | directions 174:22 288:4,5 |
| debt 155:11 | delineation 180:16 | designed 218:22 | directly 100:11 228:15 308:15,19 325:18 330:6 |
| December 109:6 135:4 136:10 167:13 245:13 296:6,10 311:4,6 | deliver 103:2 143:12 | detail 68:7 94:17 266:21 | director 120:4,15 |
| decide 208:17 | delivered 143:6 154:7,21 165:7 | details 305:10 307:2 | dirt 153:10 222:16 325:25 |
| decided 69:3 150:7 285:15 | demand 69:7 | determination 239:10 | dirty 197:13 |
| deciding 208:8 | demanded 69:10 217:8 | determine 88:13 165:3 242:4 | disagree 171:1 |
| decision 141:6 242:4 271:22 278:12 295:5 296:17 | demeanor 125:15 | determined 295:3 296:23 297:9 300:20 | disagreed 169:18, 19 171:2,20 |
| decisions 282:11 | demonstrating 258:19 | determining 230:5 268:18 | discernable 73:3 |
| deed 82:19,21 137:2,21 143:25 159:16 172:13,16 177:1 178:7 | demonstration 256:25 | development 193:14 300:25 301:18 | disciplinary 230:10 |
| deeds 82:20 | denied 241:22 | developments 210:2 | disconnect 141:6 |
| | department 70:1, 9,11 71:15 83:11 85:3 92:19 213:10,12 224:2 228:25 231:3 244:4 245:11 247:16 260:21 264:15 271:20 275:14 300:19 306:16 323:5,7 | difference 206:19 214:11 233:11 259:1 319:13 | disconnected 148:10 152:2 236:2 |
| | Department's 229:10 241:19 242:13 245:23 278:4 | difficult 204:14 211:6 | discount 113:17 167:20 |
| | depended 183:22 257:8 | difficulty 66:21 299:5,7 | discounted 164:7 191:15 |
| | depends 238:3 261:5 264:8 319:1 | | discovered 200:25 |
| | | | discovery 293:21 |
| | | | discuss 135:2 162:1 270:12 |
| | | | discussed 75:13 134:24 270:13 273:10 275:5 |

| | | | |
|---|---|---|---|
| 276:16 | 144:22 145:8,13, 20,24 146:3 147:8,13 148:18 154:9 184:9 187:5 188:24 189:18,20 190:11,12,16 192:15 193:15,24 195:16,17 196:5 201:8 203:14 204:21 205:2 206:10,11 209:1,7 215:6,7 222:1 224:10,11 229:4 230:11,21 231:3, 17,18,21,24 236:9 238:15 244:19 250:22 251:14 253:17,23 255:6, 22 265:17 271:19 273:11,12 274:15, 23 279:15 282:4, 8,15 298:15,19,21 299:24 302:12,15 304:22,25 311:17 320:3 323:8,18 324:8,12,18 327:21 329:6 | 321:24 | drive 107:12 192:2 251:1 296:20 311:23 312:12 317:9 |
| discussing 116:9 | | documented 142:16 | driveway 171:14, 24 |
| discussion 75:19 106:4 108:5 115:12 133:13 270:5 | | documents 110:21 135:22 138:9 153:16 245:2 273:11,21 274:1,18 275:4,9 314:15 315:7 | driving 286:3 |
| discussions 135:15 140:10,20 147:8 | | dog 197:10 211:1, 17,18,19 | drop 150:8 |
| dishes 183:24 | | dollar 80:12 | dropped 106:5 119:3 179:15,22 312:20 |
| dispense 240:3 247:9 251:20 258:3,5 261:23 262:1,14,18 303:22 310:20 | | domestic 239:6 | drove 107:12 |
| disposition 82:10 | | Don 100:1 101:6 117:16 | DS-I 92:20,21 93:8 188:12 214:6 237:2 |
| distance 194:3 217:6,19 286:3 | | door 109:23 129:3,4,6 146:17, 18 154:20,23,25 155:3 176:1 183:7,8 197:12 211:8,12 223:6 | DS-II 188:12,13 214:6,8,17,19 |
| distribution 81:4 188:7 193:12 232:13 235:16,21, 23 236:3,4 237:2, 16 313:18 325:10, 11,19,22 326:1, 10,15 | | doubt 103:13 115:10 145:8 169:8 | DS-III 188:13 214:6,24 |
| district 251:3 313:3 | DNR's 329:18 331:7 | downstream 331:13 | due 100:23 154:1 170:21 171:4 192:12,16 212:16 249:13 257:1,5,17 258:8 315:9,22 316:3 317:8 |
| disturb 63:20 | doctor 201:23 328:17 | drafted 69:6 225:11 | dug 152:14,16,25 200:24 |
| division 84:6 | doctors 328:16 | drain 153:3 184:12 | dumb 138:18 |
| DNR 70:10,16,18, 20,21,23,24 71:3, 4,9 72:19,22 73:13,16 74:16 83:19,20 84:12 85:5,7,12,20 88:16 91:6,10,12 92:4,12,18,21 93:9 95:1,16 96:22,24 97:4,7 106:14 112:8 123:13 125:10 127:15 136:5 | document 138:20, 22,23 240:4 244:18 245:22 294:14 316:14 | drawn 176:21 180:16 203:5 | dumped 157:9 |
| | documentation 136:8 182:18 193:21 203:8 233:16 234:9 249:3 258:1,22,24 259:6 262:11,17 263:25 264:5 277:5,8,21 278:20 295:6 303:20 | drilled 327:4,12 | dumping 258:12 321:7 |
| | | drilling 327:7 | dumps 331:15 |
| | | drinking 70:15 73:15 236:11 238:23 242:1 247:10 252:17 255:25 265:15 285:12 306:14 323:19,21 324:6 | duplicate 103:25 |
| | | | duration 67:13 |
| | | | duties 196:9,11, 13,18 224:15 305:19 307:8 |

| E | | | |
|---|---|---|--|
| e-mail 120:13 129:25 226:8 278:15 | electronically 114:22 | ensure 145:13 | eventually 89:13 90:4 222:20 226:23 |
| e-mails 122:15 226:6,17 278:17 | eliminate 85:17 | entail 189:14 | evidence 66:10 106:22 111:9 115:18 133:23 144:7,8 158:20 161:10,13,18,20 162:7 164:15,16 165:5 170:7 207:5 264:12 267:13 270:22,23 272:24 273:1 274:2 275:8 280:12 288:14 |
| EAO 230:15 | emergency 206:8 230:13,16 312:22 | entered 106:22 111:8 115:18 144:7 158:19 170:1,8 207:5 229:21 259:17 264:12 267:13 274:2,19 275:1,7, 10 280:12 288:13 | evident 79:21 |
| earlier 159:22 181:24 228:17 239:21 258:21 265:3 286:23 290:3 321:4 | employ 223:4 | entering 147:2 | evidentiary 63:6 67:7 163:1 268:5 |
| early 198:7 316:4 317:23 | employed 98:10 186:1 223:24 306:12,17 | enterprise 74:1,15 | evolved 88:24 |
| easement 138:2 176:17 | employee 96:10, 20 174:2 215:7,8 282:22 299:17 | entire 210:12 211:13 218:4 | exact 74:23 108:21 145:24 146:9 220:23 |
| easements 81:15 | employees 92:7 96:4,5,6,7,8 | entities 235:11 | exam 285:1 286:1, 11 287:9,13 |
| easier 130:3 131:6 263:21 269:5 | encounter 212:12 | entity 99:23 234:5 256:20,21 262:7 | EXAMINATION 98:6 185:19 222:7 223:17 306:7 331:2 |
| easiest 199:2 | end 150:6 155:8 161:25 242:4,14 249:13,16 257:12 278:6 287:1 290:22 296:3 | environmental 224:1,6,7 | examples 200:11 |
| easy 117:9 192:2 259:9 264:10 | endangers 74:8 | EPA 189:1 230:23 | exceed 89:7 |
| economy 80:19 | ended 177:9 213:7 | equation 84:17 | exceeds 89:7 |
| edification 320:2 | endorse 298:22 | equations 84:20 | excellent 218:1 |
| education 187:17 188:2,17,18 214:12 | endpoint 279:10 | equipment 110:6 218:25 | exception 111:2 |
| effect 250:4 | enforce 243:22 246:14,18 298:21, 22 304:11 | error 315:22 | excuse 86:7 93:3 98:15 177:25 186:13 195:22 208:5,23 222:13 |
| effective 83:23 229:5,10 241:1,2, 18,24 242:12 243:12 244:21,24 245:5 246:4,6,16 248:18 278:4 297:18 301:13,23 | enforceable 297:13 | escalate 229:17 | exhibit 103:15,16, 19 106:21,24 107:3,5 108:8,9 111:8,11,14,16, 22,23,25 115:7, |
| elaborate 118:3 | enforcement 224:19 227:9 228:11,14,15,20, 21 229:18 285:13 297:24 307:14,16, 17 | essentially 196:13 270:19 | |
| elderly 204:19 | engage 182:21 | established 232:15 294:24 | |
| elected 140:24 | engaged 271:19 | establishment 107:16 | |
| | engaging 271:21 | estate 138:15,17 172:12,15 | |
| | engineer 306:25 | Estates 232:16 | |
| | | evaluate 277:9,21 | |
| | | evened 89:13 | |
| | | event 202:1 | |

| | | | |
|---|---|---|--|
| 17,20,23,25 129:8,9,24 133:23,25 134:5, 20,22 141:14,15 144:6,7,10,13,16, 17 153:11,13,14 158:19,22,25 159:2 167:2,3,4,7, 8,14,15 170:2,18 202:8,9 207:4,7, 11,13 244:15,16 245:1 264:11,14, 19,22 269:2,10,13 273:3,4,7 274:2, 11,13,14 275:7, 19,21 276:1 314:2,3,8,9 321:21,23 322:2,4 329:20 333:11 exhibits 65:15 292:1 exist 234:10 existing 326:25 exists 234:9 expect 64:8 85:9 113:1 165:23 expected 127:4,12 192:15 292:13 expenses 69:14 88:14,17 89:12 experience 72:16 122:22 173:2 183:2 280:5 287:6 experiences 72:11 expired 117:18 explain 73:25 89:18 91:15 102:13 106:8,20 114:11,12 137:11 188:9,15 230:20 233:11 236:21 238:17 239:1 241:16 245:4 | 246:1 252:22 310:10 314:13 315:14 323:14 explaining 91:22 explains 252:25 explanation 106:9 295:16 explanatory 246:20 expound 87:7 expressed 300:6 extended 244:23 296:24 extensions 261:13 extra 88:17 241:10 Extremely 211:21 319:12 eyesore 102:4 <hr/> F <hr/> fact 67:10 73:11 92:6 94:1 159:18 166:3 171:5 215:14 250:5,6 271:2,3 302:25 304:13 factories 209:13 factory 196:17 facts 68:8 fail 220:14 285:25 failed 73:11 118:7, 18,22 149:8 220:6,12 247:24 311:14 fails 312:23 failure 73:18 247:6 256:4 260:8 276:24 | fair 63:17 170:13 304:21 fairly 299:10 317:22 fall 93:12,25 119:24 183:17 198:7 246:3 317:24 familiar 95:21 99:6 224:22,24 285:11 307:18,20 families 73:22 74:25 151:9 156:14 family 127:10 faster 230:8 fault 150:3 February 73:13 91:7,24 99:12 128:7 186:22 207:25 208:1 227:11 237:24 249:13 288:19,21 February's 208:6 fed 180:14 federal 147:1,2 230:23 fee 101:5,9 178:16 191:3 235:8,9 249:8,10,19,23,24 250:1,14,15 256:18 257:3 feeding 221:12 feel 64:14 149:21 162:1 204:10,11 205:6,10 215:10 267:3 287:11 feeling 201:5 feels 279:10 290:6 291:12 | fees 68:22 104:2, 3,9 108:15 112:11 170:17 243:24 244:8 249:12,13, 21 255:13 257:21 262:21,24 263:1, 3,6 310:21 feet 152:25 153:1 326:11,12 fell 211:10,11 felt 124:11 204:16, 19 205:15 270:12 field 205:9 216:15 279:25 306:15 307:15 309:11 fields 205:25 fifteen 77:17 78:2 79:14 80:21 81:9, 14 82:13,16,25 84:19,20 85:19 figure 137:21 144:19 195:2 206:2 247:19 figured 69:13 206:3 figures 163:6 164:8,9 figuring 248:11 file 119:25 152:19 243:20,21 281:5 filed 67:25 74:12 106:6 110:15 120:5,12 241:23 244:19 filing 277:18 fill 153:8 filled 124:18 152:24 153:7,9 filter 184:5 final 241:15 242:7, |
|---|---|---|--|

| | | | |
|----------------------------|--------------------------|--------------------------|----------------------------|
| 10,11,21 271:22 | 206:22 234:20 | form 123:10 | friends 89:20 |
| finally 119:14 | 240:13 257:6 | 128:23 130:6,20 | front 108:10 |
| 124:8 126:18 | 262:2 311:11 | 132:4 140:7,9,23 | 114:23 129:3,4,5 |
| 152:22 153:11 | 314:25 315:1 | 252:24 253:6 | 135:5 143:10 |
| 198:8 | 317:15,16 | 293:13 | 162:13 171:14,24 |
| financial 249:2 | fixed 69:9 119:8, | formal 228:2,21 | frustrated 122:18 |
| 257:1,25 258:20 | 12,14 151:12 | formed 123:15 | frustrating 290:15 |
| 262:11,17 263:25 | 152:3,12,14 | 128:8,12,17,22 | frustration 126:12 |
| 302:8 | 153:4,9 156:20 | 141:1 165:13 | frustrations |
| financially 89:17 | 197:17 257:24 | 246:8 | 126:19 |
| find 92:14 100:25 | 279:3 290:1 291:4 | forming 111:3 | full 184:3,4 187:22 |
| 114:5,10 116:3,15 | 311:5 | 115:15 116:10 | fully 150:11 |
| 117:11 123:21 | fixing 80:3,4,10 | 139:14 140:20 | 193:11 |
| 124:10 128:25 | 160:1 290:23 | 141:17 161:12 | fun 197:14 |
| 136:11,15,22 | 302:9 303:10 | 163:14 164:4,17 | functional 232:10 |
| 138:10 145:10 | flags 166:6 | forms 102:20,21 | 300:12 |
| 149:4 166:23 | flat 101:5 108:4 | formula 73:3 | functioning |
| 193:2 194:20 | flatout 135:17 | formulate 179:16 | 235:22 |
| 195:8 234:4,6 | flies 181:10 | forward 176:22 | furnish 88:11 |
| 285:20 287:23 | floor 222:17 | 240:23,25 251:10 | future 81:22 240:7 |
| 293:8,18 311:11 | flow 90:4,6 | 261:17 267:7 | |
| 327:3 | flowed 68:15 | 278:2 291:12 | |
| finding 287:21 | flushing 327:8 | 303:19 320:22 | |
| 288:2 299:5,7 | Flynn 118:22 | found 72:24 78:22 | G |
| findings 310:15, | foam 183:8 | 93:21 116:4 120:3 | G-R-U-B-E 98:9 |
| 18,22 | focus 131:5 267:5 | 123:6 136:16 | gain 74:5 93:16,17 |
| fine 65:16 145:23 | focused 266:23 | 152:10 179:2 | gaps 183:9 |
| 146:1 178:23 | folks 158:10 | 190:19 199:22 | garden 184:12 |
| 179:18 184:3 | follow 85:3 94:18 | 210:25 269:17 | Gateley 65:23 |
| 198:21,22,23 | 263:14 277:22 | 279:6 313:2 | 71:13 120:18 |
| 218:16 243:5 | 283:15 291:18 | foundation 281:2 | 122:1 |
| 255:16 276:11 | 302:1 | frame 120:22 | gather 127:4 |
| finer 255:10 | follow-up 249:15 | frames 66:10 | gathered 127:3 |
| 302:10 | foot 326:4,5 | free 64:14 137:14 | gauge 154:13 |
| finish 168:23 | force 133:6 | 162:1 | 158:13 |
| finished 86:10 | forever 254:16 | freeze 113:7 | gave 119:9,13 |
| 138:2 212:21 | forget 142:23 | frequency 191:3 | 141:3 142:5,10,21 |
| 251:22 | 259:12 | frequently 69:24 | 146:13 150:16,23 |
| finnick 316:1 | | 107:11 111:19 | 153:5,20 171:20 |
| five-horse 180:4 | | 267:3 | 278:17 286:21 |
| fix 72:9 73:19 80:5 | | | |
| 118:15 151:3 | | | |

| | | | |
|--|---|--|--|
| 293:7 | Glen 64:6 | group 224:8 279:22 | halfway 149:6 |
| general 78:8 137:15 191:16 224:20 288:14 304:11 | goal 254:16 303:7 | grouping 295:12 304:18 | Hall 120:14 |
| General's 131:3 132:18,25 133:2 150:2 156:23 229:18 243:18,19 251:25 252:3 263:15 302:12,21, 22 304:4,14 | good 63:3 64:12 65:7 67:20 69:13 77:10 89:20 98:7 113:10 119:4 121:14 125:18 126:20 172:4 185:21 192:14 217:14,20 218:2, 18 219:24 221:2 223:19 265:25 266:2 278:25 287:7 306:9 | grout 240:19 | hand 98:2 103:2, 14 108:7 109:22 111:21 129:7 141:13 143:6,13 153:12 185:16 202:7 244:14 306:2 314:1 |
| generally 107:9 108:20 165:12 188:16 207:1 246:25 261:19 266:19,21 306:22 | goods 69:19 | Grube 65:21 72:9 97:24,25 98:4,9, 22 106:25 115:21 134:9 160:11 161:8 162:17 163:10 165:14 168:12,13 170:14 172:11 174:1,15, 18 184:25 185:11 187:1 233:12 235:7 265:1 | handed 135:7 188:25 274:12 294:15 314:11 |
| generated 80:14 | gosh 224:6 | guard 120:15 | handle 192:16 278:25 293:10 299:11 301:20 |
| generation 206:1 | government 124:24 | guess 77:13 78:14 80:18 83:25 84:11 87:5 91:24 92:6 93:8 97:8 99:22 102:12 109:17 123:3 130:8 167:7 178:22 191:11 222:10 229:21 246:2,7 254:3 255:1 260:14 263:18 267:11,15 274:6 289:8 302:3 304:19 308:24 313:11 | handling 300:13 |
| geographic 175:8 180:12 | grabbed 217:8 | guideline 84:18 | hands-on 280:4 |
| geological 332:8 | gradually 216:13 | guidelines 82:15 83:20 84:22 85:4 | handwriting 134:11 |
| get all 104:24 193:25 | granddaughter 105:24 114:3,19 | guys 157:1 158:7 258:22 | hang 146:18 254:10 292:6 |
| GIF 130:13 | grandkids 105:24 | | happen 69:23 114:8 122:23 196:6 199:24 200:1 266:1 285:3 290:17 291:10 301:23 311:13 318:14 |
| Gile 327:20,25 | grandson 106:1 119:18 208:15 212:6 216:25 217:7 | H | happened 100:7 101:11 114:9 119:11 120:8,21 132:19 195:3,4 199:23 202:1 212:12 237:19 253:1,2 278:14 282:23 301:18,24 302:23 311:12 313:1 315:6,8 316:3 |
| GIS 130:14 | granted 68:5 | Hahn 64:5 90:17, 19,22 94:19 | happening 194:2 195:2 199:23 247:4 250:19 258:17 262:6 |
| give 77:12 84:24 87:24 92:23 102:21 103:10 106:8 113:16 125:10 130:21 135:21,22 136:8 138:8 150:7 157:21,22 165:22 200:11 208:3,4 217:15 226:18 270:8 274:8 290:13 297:23 325:8 | gravel 198:10 | half 84:15 158:2 181:12 | |
| giving 66:23 203:5 216:7 | great 198:18 258:18 303:3 305:23 | | |
| | greater 154:14 | | |
| | green 63:24 119:12 | | |
| | Greene 191:18 | | |
| | ground 78:9 149:9 176:7 211:11 307:5 312:19 | | |

| | | | |
|--------------------------|--------------------------|--------------------------|-------------------------|
| 326:3 | 269:16 270:21 | 220:19 222:10 | 163:14,15,18 |
| hard 71:25 201:6 | 272:19,20,23 | 223:2 225:13 | 164:5,18,22 |
| 204:21 211:20 | 273:4,6,7 274:1, | 227:16 228:12 | 165:14,16,19 |
| 218:25 233:13 | 20 275:20,21 | 231:6 232:7 | 187:7 222:22 |
| 234:8 266:3 | 277:23 279:13 | 235:2,20 236:24 | 234:25 235:1,5,8 |
| 291:17 299:11 | 280:18,22 281:9 | 237:11,15 239:6, | 246:7 262:8,9 |
| 319:8 | 292:20 296:4 | 20,24 244:22 | 300:14 |
| harm 74:24 | 298:14 305:20 | 245:6,15,20 | HOA's 139:9 |
| hazard 310:18 | 321:25 322:3,4 | 259:14 260:13 | 149:13 |
| he'll 290:6 | 333:23 | 261:6,20,21 | HOAS 235:3 |
| head 144:19 | heat 197:7 | 262:20 263:3,20 | hold 74:22 |
| health 73:8 74:9, | heated 126:4,11 | 264:16 273:19 | hole 119:1,8 |
| 15,20 193:20,21 | heater 113:7,10 | 276:17,23 295:14 | 152:14,16,23,24, |
| 229:14,23 230:14 | 183:7 | 297:17 298:4 | 25 153:6,7,8,10 |
| 300:19 310:17 | heavily 193:6 | 303:19 317:4 | 179:21 326:15,16 |
| 320:11 323:5,7 | heavy 317:23 | 318:11 321:19 | 331:11 |
| 330:9,14,16 | 330:6 | hindsight 192:13 | holes 327:12 |
| health-based | heels 125:21 | hire 96:13 189:17 | Holsman 64:6,16, |
| 307:23 | held 123:16 | 287:16 298:24 | 18 75:7,10 87:15, |
| hear 63:25 66:19, | hellbent 205:14 | 299:16 | 16,20 90:11 |
| 23 75:22 90:16 | helpful 94:5,7 | hired 96:16 | home 101:4 |
| 174:17 213:25 | 205:7 265:17,21 | hiring 299:19 | 117:14,19 138:5 |
| 294:19 328:8 | helping 215:17 | history 228:6 | 178:15 187:21,24 |
| 329:16 | helps 317:16 | 296:18 300:23 | 200:23 206:5 |
| heard 64:2 133:20 | hey 104:2 107:13 | 322:25 | 213:9 215:3 |
| 162:24 210:1 | 114:2 154:8,10 | hit 321:10 | 286:15 |
| 217:14 218:19 | 157:20 178:16 | HOA 111:3 112:19 | homeowner 72:10 |
| 241:24 294:10,23 | hide 112:25 | 115:15 116:9 | 117:14 172:19 |
| 329:9 | high 323:24 324:3 | 123:11,15 128:8, | 177:10 187:11 |
| hearing 63:6,16, | higher 191:20,23 | 12,20,23 129:22 | homeowner's |
| 21 64:14 66:6,18 | Highway 218:6 | 130:20,23 132:5, | 128:13,15,22 |
| 67:12,13 68:9 | hikes 102:8 | 23,25 133:3,4,12 | 132:21 140:8 |
| 71:25 75:18 76:10 | hill 102:5 | 134:2,3,5 135:8,9, | 176:23 180:13 |
| 90:24 91:3 106:25 | Hills 63:13 83:16 | 12 138:24 139:14, | 187:9 |
| 107:4,5 111:12, | 84:9,25 85:7 93:7 | 15,16,21,22 | homeowners |
| 15,16 115:21,24, | 95:3 133:18 | 140:16,21,23,24 | 68:24 69:8,15 |
| 25 131:19 134:6, | 186:25 197:8 | 141:9,12,17 | 70:2 71:9 73:1 |
| 21,22 144:15 | 202:17 211:1 | 144:11,14,21 | 79:2 115:5 124:16 |
| 159:1 163:1 | 219:3,6,8,12,13 | 148:5,24,25 | 126:16,18 178:6 |
| 207:8,12,13 | | 149:17,21 151:18 | homes 79:3 128:9 |
| 241:20,25 242:19, | | 153:24 154:22 | 140:11,14,22 |
| 25 264:17,20,22 | | 156:18 158:7,8, | 158:17 180:21 |
| 266:5,14 268:5,12 | | 16,23 159:4 | 204:17 235:25 |
| | | 161:12,14 162:10 | |

| | | | |
|--------------------------|--------------------------|--------------------------|---------------------------|
| 236:2,4 295:9 | 176:2 180:10 | impossible 92:14 | Incorrect 297:17 |
| honest 132:1 | 181:15 194:25 | 258:21 293:20 | increase 88:18 |
| honestly 204:16 | 197:1,22 198:3,18 | impression 215:6 | 106:16 113:3 |
| Honor 184:21 | 217:25 218:1,22 | 265:8 | increased 88:19 |
| hooked 317:7 | 221:16 222:11 | improve 86:9 87:4 | 102:8 |
| Hooker 225:3 | 304:18 313:6 | improved 80:2 | increases 80:19 |
| hookup 312:20 | housing 193:14 | 110:5 216:14 | increasing 80:18 |
| hope 210:25 | 210:2 | improvement | 104:3,10 108:15 |
| hoped 89:12 | huge 250:12 | 86:11 89:6 | indication 162:9 |
| hoping 91:15 | Humana 98:11 | improvements | individual 68:13 |
| horrible 149:5 | hump 176:6 | 86:4 89:8 | 96:16,17 232:17 |
| hose 184:12 | hundred 175:25 | improving 86:9 | individually 83:19 |
| hospital 187:22 | hung 146:17 | in-person 280:4 | individuals 71:16 |
| hospitals 204:18 | hut 223:7 | inability 73:18 | 77:16 82:18 90:3 |
| hot 150:6 | I | inaccessible | 96:13 126:17 |
| hour 185:5 | I-44 192:1 | 197:9 | inform 104:19 |
| hours 158:2 188:6 | idea 192:14 | inactions 74:24 | 196:5 204:1 |
| 252:16 286:13 | 206:16 312:2 | incident 159:21 | information 76:10, |
| house 72:13 99:22 | 323:2,20 332:6 | 208:10 | 12 84:13 91:7 |
| 101:18 102:3 | ideas 225:25 | incidents 159:20 | 93:21 99:3 123:17 |
| 107:11,23 113:5,6 | identified 123:12 | 219:21 | 124:10 125:10 |
| 118:12 119:16 | 151:25 154:8 | include 142:17 | 126:15,20,21,24, |
| 128:1 135:5 144:5 | 176:24 228:13 | 189:2 243:24 | 25 127:3,6 133:5 |
| 146:20 147:3 | 247:15 286:2 | 248:12 249:21 | 147:20 156:24 |
| 149:5 168:2 | 295:9 299:3 | 273:15 322:16 | 162:23 170:21 |
| 175:12 176:3 | identify 130:14 | included 111:25 | 193:25 235:6 |
| 197:6,9,10,19,24 | 279:24 288:6 | 129:25 243:7 | 253:3,23 258:24 |
| 198:23,25 199:4, | 303:5 317:16 | 252:2 255:22 | 272:19,23 277:9, |
| 11 211:1,13,17, | II 269:18,23 | 256:10 257:16 | 19 286:22 287:22 |
| 18,19 213:7 | 280:14 | 279:8 289:22 | 288:8 293:14 |
| 219:3,5 222:15, | illness 328:18 | 292:1 294:7 | 304:1 305:10 |
| 17,20 223:3 | immediately 79:25 | 296:16 301:12 | 308:17,21,22 |
| 312:21 319:21 | 247:22 283:15 | includes 256:15 | 310:1 320:23 |
| housed 319:17 | imminent 230:14 | 297:4 | 322:10,15 |
| household 132:8 | implement 93:1 | including 68:5 | informed 104:9 |
| households | important 206:16, | 297:4 | 129:6 142:11,15 |
| 123:8,9 | 17 238:24 254:14 | income 89:10 | 154:9 156:18 |
| houses 73:20 | 305:2 | 95:13 | 157:6,7 169:4 |
| 145:3 148:24 | | inconsistencies | 194:16 200:2,5,6, |
| | | 126:6 | 9,25 201:14,25 |
| | | | 203:12 209:23 |
| | | | 294:16 316:9 |

| | | | |
|---|--|--|--|
| inherent 89:15 | internal 295:6 | 151:13 | J-E-F-F 98:9 |
| initial 119:22 307:21 | interpret 170:13 | iron 324:3 | J-O-H-N-S-O-N 223:23 |
| initially 91:12 179:2 | interpreted 170:11,16 171:17 | issue 70:22 93:11 101:13 189:12 229:22 230:12,15 235:2 241:13 247:13,23 250:12, 25 251:15 262:19 266:24,25 284:6,7 285:5,17 288:7 304:5 310:16 311:11 312:5 317:14,16,20 320:6,10 329:14 | jackie 65:22 71:2 92:12 123:13 127:16,17 145:1 147:6 154:8,11 156:22 216:5,6 223:13,15,22 225:3 273:5 322:5,11 328:3 |
| inject 199:6 | interrupt 64:14 98:21 121:8 163:8 | issued 78:17 229:24 244:3 245:8,12 255:24 256:2 284:15,24 296:6,10,12 300:25 302:7 315:19 329:22,24 | January 69:25 116:4,8 123:3,4,5 128:6 249:15 260:5 276:23 |
| inoperative 217:21 218:10 | interruption 313:24 | issues 75:22 91:11 101:18 102:9 123:12 124:11 149:7 194:18 203:4 209:10 218:3 227:24 228:7 241:7 247:3 248:2,15 291:8 303:5 307:24 309:10 310:25 311:9 317:5 | Jason 64:6 |
| inorganic 324:2 | interruptions 102:6 | issuing 246:13 284:11 | Jean 65:21 72:15, 22 92:2 145:11 146:8 147:15,25 185:13,14,17,25 209:22 213:1,25 223:10 248:8 283:2 284:1 288:20 298:15 299:3 308:17 309:9,25 315:12 316:9 320:17,21 321:4 |
| inquired 147:25 | interstate 313:7,8 | items 205:24 304:20 | Jean's 281:13 |
| inside 199:14 222:15,19 325:16 331:16 | introduce 64:19 | J | jeff 65:21 72:9 97:24 98:4,9 165:14 185:11 187:1 |
| inspect 184:9 | introducing 66:2 | J-A-C-K-I-E 223:22 | job 215:16 309:7 |
| inspection 147:9 307:12 309:22 316:21,22 | introduction 66:12 | J-E-A-N 185:25 | jobs 81:21 96:14 186:4 |
| inspections 203:14 307:1,3 309:4,16,20 | investigate 196:4 307:23 309:7 320:13 327:3 | | John 63:15 64:6 |
| inspectors 306:25 | investigating 68:25 71:16 | | Johnson 65:22 71:2 92:12 123:13 127:17 216:5 |
| instance 183:17 191:21 313:2 | investigation 71:8,18 74:11 137:2,21 | | |
| instances 81:24, 25 | investigator 72:2 307:10 | | |
| instructed 198:16 | invoice 249:14 | | |
| insure 149:17 | invoices 213:4 249:18 | | |
| intend 93:1 | involved 71:4,15 106:14 112:9 216:5 232:24 279:21 283:5 302:13 307:15 | | |
| intention 110:5 125:9 | involvement 225:8 235:13 265:16 280:7 309:2 | | |
| intentions 87:3 | involves 329:13 | | |
| interconnected 232:13 235:24 247:19 295:13 312:25 | irate 143:18 | | |
| interest 136:20 249:20 | | | |
| interested 285:9 286:17 | | | |

| | | | |
|---|---|---|--|
| 223:13,15,22 268:13 270:18,21 273:5 293:4 294:20 305:17 308:18 311:15 322:6 328:3 Johnson's 156:23 267:13,24 272:1 275:16 join 129:22 131:22 132:16 133:3,4 135:9 138:24 161:14 162:10 joined 133:12 235:10 292:19 joining 235:8 judge 63:2,16 64:16,17,24 65:3, 7,16,19,25 66:4, 22 67:1,15,20 71:21,24 75:5,8,9, 11,12,15,20 76:3, 8,17,20,23 77:2,7 86:14,19 87:8,12, 15,17 90:12,14, 18,21 94:11,15 97:18,22,25 98:5, 21,25 99:5 106:23 107:3,6 111:10,14 115:19,23 116:18, 20,22,24 117:3,8 121:10,13,18 133:24 134:2,4,8, 15,20 144:9,13 158:21,25 160:7, 13,17,20,24 161:5 163:7 167:9,14 168:9,12,21 169:15,23 170:4, 12 173:14,18,22 174:4,10,16,20 184:15,22,24 185:3,9,14,18 207:6,11 209:18 213:24 214:4 | 221:24 222:6 223:10,14,16 264:13,19,24 267:16,22 268:4, 8,12,16,21,23 269:1,4,7,12,19, 22 270:1,6 271:11,14 272:7, 9,16 273:2,8 274:4,8,15 275:9, 13,19,22,24 276:4,7,11 280:15,21 281:7, 18 291:21 292:2, 4,10,18 293:2,24 294:18,22 305:5, 13,17 306:1,5 312:15 313:11,22 314:3,7 321:22 322:2 324:25 327:22 328:7,11 330:21 331:1 332:1,4,10,13,16 333:5,13,16,20 July 93:2 98:17 105:2 118:6,9,11, 19 119:6 139:9 142:8 149:1,8 159:20 180:22 182:6,14 254:3 286:25 June 63:3 109:2 123:17 139:10 142:6 148:12,13 150:18 154:19 155:7,24 156:6 157:5,6,18 158:6 162:25 164:2,19 181:6 237:21 248:25 249:1 254:6,8,11 265:4 284:20 289:18 300:7,16 307:22 309:22 311:23 junk 222:19 | jurisdiction 74:3 93:13 jurisdictions 322:13 justifying 277:6 <hr/> K <hr/> Kayla 64:5 keeping 188:24 Kerr 65:5,14,17,24 67:18,19,20,22 71:21,23 72:1 75:14 76:2,7,16, 19 77:20 80:4 97:21,24 98:7 99:6 103:18 107:6,7 108:10 111:8,17,24 115:17 116:1 117:6,11 121:20, 22 129:10 133:22 134:1,3,23 141:16 144:16,18 153:15 159:3 160:5 167:2,16 174:1,8 184:23 185:13,20 202:10 207:4,14 209:14 222:8 223:8,13,18 244:17 264:11,21, 23,25 265:1 267:19 268:22,24 269:3,6,10,14,21, 24 272:17 273:9, 25 274:5,12,17,18 275:6,12,23,25 276:6,9,12,13 280:10 281:3,17, 19 291:24 292:8 305:16,25 306:8 313:25 314:6,10 321:20 322:5 324:23 331:3,24 332:15,24 333:10, | 15 Kerr's 91:5 key 109:25 kids 151:9 156:14 kind 66:12 73:14 80:11 86:23 91:14 94:17 101:20 102:9 120:15,16 122:4,20 125:3 126:14,20 127:5 130:24 135:22 146:15,21,24 178:24 182:22 183:21 184:7 188:2,9,16 191:15 194:7 200:19 201:6 203:20 204:14,18,19,23 205:11,15 206:23 217:3,16 227:7 228:15,18 232:11, 15,25 234:24 246:20 247:17 250:22 253:17 257:9 258:23 259:17 260:16,19 261:16 264:8 265:15 279:12 289:20 294:24 300:12 307:8 308:24,25 309:1, 19 310:10 312:6, 24 313:7,9 314:19 319:20 320:2,8 323:1,2,6 kinds 81:15 228:18 kits 301:4 knew 79:12,15 83:6 90:3 101:5,8 118:8 145:7,12,16 146:12 149:7 151:23 155:9,11 157:17 178:6 |
|---|---|---|--|

| | | | |
|---|--|---|--|
| 179:12 183:16 201:7 324:15 knock 129:4 knoll 175:15 176:4 knowing 144:23 250:20,21 knowledgable 92:6 knowledge 91:21 95:19 175:4,5 177:19,22 190:8 287:7 293:10 324:10 331:23 Kolkmeyer 64:6 | lasts 218:24 late 104:3 198:7 200:23 305:20 316:4 317:23 law 63:2,16 64:17, 24 65:3,7,16,19, 25 66:4,22 67:1, 15 71:21,24 75:5, 9,12,15,20 76:3,8, 17,20,23 77:2,7 86:14,19 87:8,12, 17 90:14,18,21 91:18 93:15 94:11,15 97:18, 22,25 98:5,21,25 99:5 106:23 107:3,6 111:10,14 115:19,23 116:20, 22,24 117:3,8 121:10,13,18 133:24 134:2,4,8, 15,20 144:9,13 146:21 147:2 158:21,25 160:7, 13,17,20,24 161:5 163:7 167:9,14 168:9,12,21 169:15,23 170:4, 12 173:14,18,22 174:4,10,16,20 184:15,22,24 185:3,9,14,18 207:6,11 209:18 213:24 214:4 221:24 222:6 223:10,14,16 264:13,19,24 267:16,22 268:4, 8,12,16,21,23 269:1,4,7,12,19, 22 270:1,6 271:11,14 272:7, 9,16 273:2,8 274:4,8,15 275:9, 13,19,22,24 276:4,7,11 | 280:15,21 281:7, 18 291:21 292:2, 4,10,18 293:2,24 294:18,22,24 305:5,13,17 306:1,5 312:15 313:11,22 314:3,7 321:22 322:2 324:25 327:22 328:7,11 330:21 331:1 332:1,4,10, 13,16 333:5,13, 16,20 laws 165:21 lay 281:1 layout 175:8 lead 189:11 320:11 leak 151:25 152:2, 5,20 153:1,4 154:3,8 218:20 313:20 leaks 158:23 217:23 learn 322:13 learned 69:12 92:11,15 learning 84:12 189:11 learns 322:14 leave 132:9,14 180:25 leaving 192:23 led 68:9 320:12 left 90:10 119:8 144:2 154:24 160:25 185:10 205:2,4,8 216:14 223:3 225:3 276:5 283:1 292:21 309:23 | legal 82:2 132:20 213:10,12 length 180:24 183:11 Leon 63:8 68:1,13 233:15 lets 214:15 320:5 letter 100:8 103:24 105:4 108:22 109:16 110:1,14, 16 111:12 112:6 113:20 123:22 129:2 131:15 134:2,3,10,18 141:18,23 144:11, 14 150:21 151:1, 19 152:10,21 161:21,22 171:20 213:14 245:24 246:14,17,21 249:15 253:21 260:7,8 276:24 284:2,6,17 290:12 301:15 letterhead 109:17 letters 69:7 70:5 103:19,23 104:15 107:8 108:2,16 109:20 111:18,25 112:8,13,23 115:6,12,16 129:25 131:6,15 133:10 134:3,5,24 141:18 143:12 165:7,8 213:6,8 226:17 letting 154:7 192:11 195:24 level 69:6 214:12 216:9 230:23 237:2 311:3 314:16,18,19,21, 24,25 315:3,4,8, 19,20 316:13,15, |
| L | | | |
| L-O-R-I 185:25 lab 249:12 250:1, 15 255:13 263:2,6 labor 89:24 laboratories 92:4 laboratory 249:9, 24 lack 92:22 102:1 113:3 127:8 230:4 277:13,14 296:19, 21 299:21 310:20 322:23 lacking 310:20 Lane 149:15 217:25 219:17 language 145:25 202:21 lap 203:5 large 118:21 199:14 209:13 211:19 215:1 larger 214:24 | | | |

| | | | |
|---|---|---|--|
| 17,18,24,25 317:3,8 318:9 321:24 329:21 | livid 150:7 | lot 79:12 84:12 86:24 88:7 94:16 126:5,11,12,17,23 127:3,10,11 166:15 174:21 188:18 189:11 194:1 197:5 222:14,18 225:17 226:4 233:18 240:18 252:14 254:22 258:23 263:21 265:11,12, 13,19,23 272:17, 18 275:3 280:1 288:10 290:2,8 291:5 302:11 305:10 320:5 327:7 | main 72:2 121:3 122:16 203:2,24 246:23 309:7 |
| leveled 310:2 | living 75:1 | | maintain 73:19 91:1 |
| levels 188:11 214:6 323:24 | LLCS 234:7 | | maintained 101:18 197:8 |
| license 68:16 78:11,12 193:16 | located 174:25 175:3 181:8 186:9 217:25 | | maintenance 80:10 101:8 102:1,8 110:6,7, 12 113:4,11 127:8 149:18 203:13 312:24 |
| licenses 78:17 | location 100:3 286:16 | | major 173:13 313:20 325:23 |
| licensure 187:17 | long 77:18 98:15 140:4 160:18 178:19 187:13 190:2 195:15 204:20 208:24,25 218:24 222:15 224:3,11 227:4 228:6 241:10 247:11 249:11 254:25 257:6 284:8 287:12 306:17 308:13 | | majority 209:11, 12 |
| life 79:14 | longer 72:13 142:12 207:23 208:17 233:1 277:4 292:13 | lots 287:10 | make 65:10 66:16 67:17 69:16 74:18 76:21 77:3 81:23 83:1,5,23 101:21, 24,25 102:12,24 113:10 117:4 137:13 145:9 146:5,16 147:7 151:3,7 154:10 156:13,17 165:15, 16 166:13,14,18, 24 174:22 183:7 184:6 187:18 192:9 193:16 203:3,25 212:25 213:16,17 227:18 232:5 241:25 255:16 259:12 271:1 277:4 278:21 291:25 299:22 316:2 323:18 |
| likes 80:17 290:6 | looked 239:10 254:25 | love 303:3 | lunch 185:4,8 |
| likewise 63:25 | loop 150:14 | low 195:14 196:1 210:15,18 | |
| limits 203:10 | lori 65:21 72:15 92:2 145:11 146:8 147:15,25 185:13, 17,25 248:8 283:2 288:20 298:15 299:2 308:16 309:9,25 315:12 316:9 320:17,21 321:3 | Lowe's 166:13,14 | |
| lines 73:20,21 149:18,19 151:21, 24 176:21 189:12 193:12 200:12 319:5 320:7 325:25 326:15 | lose 304:13 | lunch 185:4,8 | |
| list 66:5 254:15,25 255:2 291:9 293:15 324:13 | loses 313:19 325:23 | mad 144:1 151:14 | |
| listed 104:2 288:9 293:12,17 300:3 320:19 | loss 193:23 | M | |
| listen 64:10 | lost 118:9 282:23 | made 85:21 109:6 135:6 138:13 141:5 151:25 163:17 169:2,13 215:10,13 240:20 247:20 271:5 278:12 295:11 296:17 | |
| listening 64:10 77:20 292:19 | | Maida 64:5 | |
| lit 63:25 64:1 | | mail 103:4 113:21, 23 123:22 153:21 213:1 | |
| literally 193:13 | | mailbox 103:1 106:6 109:22 113:20,22 114:14 | |
| live 73:22 82:14 98:12 99:14,19 175:9,10,15,22 191:17 192:1 218:17 319:21 | | | makes 165:14 168:17 177:8 180:12 234:7 240:16 |
| lived 98:15,17 139:25 | | | |
| lives 96:17 99:10 | | | |

| | | | |
|--|--|---|---|
| makeup 217:17 | 314:1,9 | 164:18,23 | minute 166:23 184:18 276:5 |
| making 82:12 114:15 122:7 135:4 148:5 203:6 314:7 | Marshfield 192:1 | members 141:9, 12 143:11 154:22 | minutes 160:19 292:15 |
| man 216:4 | materials 187:23 240:19 | membership 235:6 | missed 120:16 174:11 249:4 254:12 257:4 290:13 |
| manage 135:12 206:5 | math 188:18,20 | mention 77:18 96:7 325:13 | misses 253:19 |
| managed 101:7 | mathematical 73:3 84:16,20 | mentioned 77:21 78:21 96:4 137:8 165:1 197:16 205:17 294:4 325:4,17 331:12 | Missouri 63:7 64:3 70:9 74:16 94:3 98:13 124:2 131:4 186:7,12 191:18 214:19 224:2 231:3 234:3 235:11 252:16 255:3 256:20 293:4 306:15 307:2 332:8 |
| management 110:7 | matter 63:6 145:4 211:10 225:4 317:21 | matters 65:12 | |
| manager 71:14 166:14 224:17 225:1,2 227:10,11 | Mcdaniel 92:19 | merits 272:15 | |
| managerial 249:2 256:25 257:25 258:20 262:11,16 263:25 | Mcginis 232:15 | mess 219:23 | |
| manganese 324:3 | means 78:10 80:3 230:20 239:2 312:3 | met 140:10,19 204:8 226:25 243:11 257:13 290:9 307:25 | |
| manner 69:17 74:8 203:6 226:23 241:23 | meant 96:23 97:5, 6 132:23 211:17 255:17 | met all 204:11 | mistake 95:7 |
| mapping 130:14 145:1 151:20 | measure 188:22 | metal 119:9,12,13, 15 222:16 | Misty 63:10,12 83:14,18,24 85:11,16 99:16 102:16 106:24 108:13,14 109:2,8 110:16 112:17 115:20 133:6 165:5,6 166:9 167:11 186:25 197:23,25 198:4, 22 202:18 219:4, 14,15 220:21,22 221:19 222:11 225:11 227:15 228:5 230:2 231:6 232:23,25 233:9, 10 234:4,12,25 235:24 236:23 237:11,15,22 239:5 240:9 244:1,3,21 245:6, 10 246:2,5,16,22 247:4,23 248:4,12 255:10 256:2 259:20,21 261:12 |
| March 72:19 91:24 142:4 145:10 146:4,7,8 150:21 151:22 152:11,22 154:4 186:23 190:5 207:24 208:5,6 237:20 249:16 251:10 254:7 288:17,20 311:14,16 317:9 318:7 | medical 89:24 160:15 | meter 193:8 | |
| mark 142:24 269:8 | meet 70:24 85:18 107:10 140:15,17 146:21 148:13 203:4 209:6 231:12,23 239:4 251:22 263:12,19 264:4 291:19 302:18 | method 69:12 | |
| marked 103:15,16 108:8,9 111:22,23 129:8,9 141:14,15 153:12,14 167:8 202:8,9 244:15,16 269:13 274:11,13 | meet all 203:11 | methodology 88:12 | |
| | meeting 123:17 124:13 125:10,15, 20,24 126:1,2 163:1,3,11 164:2 252:13 265:3,8 266:2,3 | microphone 63:23 71:22 | |
| | meetings 79:6 140:18 | mid 216:19 | |
| | member 157:7,20 | middle 118:11 152:16,17 | |
| | | midsummer 216:20,22 | |
| | | mile 181:1,11,12 193:13 | |
| | | mind 209:15 222:1 | |
| | | mine 89:20 191:3 329:3 | |
| | | minor 80:11,12 | |

| | | | |
|--|--|--|---|
| 262:12 264:5,9,16 266:1 267:1 273:19 276:16 285:14 295:7,11 296:1,20 300:10 301:13 302:20 303:18 307:22 308:16 317:5 318:16 321:15 327:19 | 221:7,9 237:13,18 251:13 284:3,4,7, 12 312:1 | 247:5,24 248:4,12 255:10 256:2 259:21 261:12 262:12 264:5,9,16 266:1 267:1 273:19 276:17 285:15 295:8,11 296:1,20 300:11 301:13 302:20 303:19 307:22 308:16 317:6 318:16 321:16 327:19 | N |
| misunderstanding 163:24 | monthly 69:6,9, 18,24 70:3 73:2 80:15 88:20 100:18 101:5,9 104:7 106:10 178:9,16,18 251:15 252:9 253:13 264:2 293:20 | Mountains 221:19 | names 77:19 101:22 102:13,18, 21 108:13 113:2 117:6 142:17 165:10 233:19 |
| Mitchell 64:7 | months 104:20,21 105:5,9,11 113:13 122:10 167:21 169:4 194:15,19 204:15 208:11 230:7 237:19 247:17 248:23 253:16 254:18 260:25 261:4 316:17 | move 71:21 106:21 197:19 264:11 278:2,11 321:20 | natural 70:10 83:11 85:3 197:5 224:2 228:25 264:15 271:20 275:14 306:16 |
| mobile 187:20 206:5 215:3 | morning 63:3 64:12 65:8 67:20, 24 77:10 98:7 157:10 278:16,18 332:21,25 333:14 | moved 99:13,21 138:7 194:23 198:10 261:17 | nature 218:21 |
| modify 242:3 | moth 253:20 | moves 321:6 | nearby 313:1 |
| moisture 197:7 | Mountain 63:11 83:14,18,24 85:11,16 99:16 102:16 108:14 109:8 112:17 133:6 186:25 197:23,25 198:4, 22 219:5,14,15 220:21,22 222:11 225:11 227:16 228:6 230:2 231:6 232:23,25 233:10 235:1,24 236:23 237:11,15,22 239:5 240:9 244:1,3,22 245:6, 11 246:2,5,17,22 | moving 219:1 290:7 | neat 197:5 |
| moment 68:7 87:24 217:10 230:19 268:17 270:4 291:23 292:4 304:15 | | muddle 272:5 | necessarily 206:17 228:16 234:10 242:16 282:21 302:10 315:1 317:13 333:2 |
| Monday 155:23 | | muddled 261:11 | necessity 68:20 |
| monetary 68:5 | | muddy 272:10 | needed 132:25 152:11 154:4 181:2 187:21 197:17 201:14 203:2,13 230:8 241:11 246:12 249:7 291:9 330:2 |
| money 80:13,14 81:5 114:7 115:3 130:21 302:9 303:11 | | multi-family 239:7 | negative 139:2 |
| monitor 316:10 | | multiple 73:1 107:12 140:14 149:25 151:5,10 163:2,12,15,16 182:6 201:13 219:15 232:4 279:9 288:2 294:25 308:21 310:4 314:16,19 | negotiable 303:14 |
| monitoring 253:22,23 254:4, 17,22 | | multiplied 84:14 | negotiate 261:10 278:2 |
| month 80:20 88:14,19,24 93:1 100:3 104:3 106:15 112:15,18, 19 122:25 126:9, 10 130:22 164:10, 11,12,13 167:21 169:5 187:4 189:9 191:8,9,10 208:11 212:23,24 216:18 | | Municipal 124:23 | negotiated 228:24 229:11 242:15 245:19 259:25 303:16 |
| | | mutual 123:10,11 132:25 133:1 140:20 | negotiating 276:18 |
| | | | negotiation 229:7 240:8 244:23 |

| | | | |
|--|---|---|--|
| 277:11 296:24 | 182:9 | notification 123:23 129:20 155:6 | object 268:19 271:3,6 272:4 |
| neighbor 114:13 116:17 119:12 136:16 137:19 143:10 158:13 172:6 173:10 175:24 176:1 | nonpayment 167:24 168:1 | notified 68:25 141:2 181:17 253:8 320:14,18, 22 | objecting 271:25 |
| neighborhoods 208:13 299:13 | nonstop 113:2 | notify 192:19 193:24 253:21 320:19 | objection 107:2 111:10,13 115:22 116:23 134:4,7 144:10,12 158:22, 24 207:7,10 264:14,18 272:9 273:3 275:14,18 280:16,19 281:8 322:1 |
| neighbors 115:11 128:8 130:11 131:16,20 135:16 175:22 | normal 78:3 228:12 229:13 278:8 | notifying 252:19 260:8 | objections 106:23 115:19 267:23 271:1 321:23 |
| net 89:4 | not-for-profit 94:3,6 | November 114:9, 18 131:1,19 132:2 135:3,24 227:9 315:12 316:4 | obligated 196:4 |
| nice 157:18 196:25 197:1 205:13 | note 105:15 110:13 117:4 154:24 281:12 315:23 | Nowadays 206:4 | obligations 192:7 193:15 204:9,12 |
| nicest 208:13 | noted 246:24 248:15 267:14 315:15,16 330:1 | null 137:3 | obtain 74:20 284:11 |
| night 125:19 126:4,11,13 127:4,10,16,20,22 | notes 134:11,13, 17 | number 63:17 65:15 83:22 84:10 95:17 120:3 129:8 171:10 219:25 220:23 221:2 231:14 232:24 237:14 254:20 256:16 266:13 270:15 272:18 273:10 281:5 286:21 288:10 293:9,12,17 312:13 313:3,19 329:10 | obtained 69:4 |
| nitrate 301:3 323:24 324:3 | notice 63:23 100:23 101:19 124:7 141:19 142:6,10 148:12 150:22,23 156:25 158:23 161:12 167:17,18,22 169:1,2,13,19,24 170:11,14 177:23 178:12,14,15,20 179:6 184:1 208:3,4 252:5,20, 23 253:14,17 257:19,21 267:17, 24 280:24,25 281:4,10,16 314:4 | numbers 216:10 | obvious 80:21 |
| nitrite 324:3 | noticed 194:15 329:4 | numerous 115:13 317:8 320:11 322:11 | occasion 79:23 |
| Nixa 214:19 | notices 101:22 102:16 104:8 111:25 165:7 166:22 169:12 170:15,22 178:10 249:18 317:11 | nursing 204:17 | occasions 80:9,11 88:9 163:12 192:21 |
| non-compliant 78:13 145:16 | | | occur 162:5 |
| non-operational 325:15 | | | occurred 118:8 122:8 130:17 216:12 317:12 330:10 332:2 |
| noncommunity 253:5 | | | occurrence 105:6 |
| noncompliant 228:13 239:1,13, 16,22 240:5,9,12, 17 241:2 247:8 248:3 261:9,22,25 266:24 295:25 296:8,13,16 297:1,3 304:6,12 312:3 | | | occurring 125:24 150:14 |
| nonoperational | | | occurs 154:2 |
| | | | October 129:21 254:12 274:20 279:14 296:4,5 306:20 316:4 317:12,18 330:11, 12,13,14 |
| | | O | |
| | | Oak 191:22 | |
| | | oath 67:11 76:24 | |

| | | | |
|---|---|---|--|
| <p>offer 113:16 133:10 144:6 267:10,11 270:20, 22 271:25 272:23</p> <p>offered 113:14 182:7,11 275:15, 16</p> <p>offering 215:18,20</p> <p>office 65:8 131:3 132:18,25 133:2 150:2 174:2 177:14 187:24 205:9 216:15 227:23 228:3 229:18 243:18,20 251:25 252:3 263:16 302:13,21, 22 304:4,14 312:1 315:5 316:19 318:3,4 320:18 322:9</p> <p>official 267:17,24 280:25 281:4,10 310:6,12 314:4 330:14</p> <p>officially 186:22 227:9 267:14</p> <p>offline 325:24</p> <p>old-timers 206:2</p> <p>onerous 95:9,11</p> <p>ongoing 227:24 230:6 247:3 250:25 257:10 291:7 322:11,19 330:18</p> <p>online 71:24 120:11 232:12 287:24 299:1</p> <p>open 102:9 227:2</p> <p>opened 227:5</p> <p>opening 66:7,9,15 67:2,16,19 76:21</p> | <p>77:3,9,20 86:16, 19 87:10 88:25 91:5 96:5 97:3</p> <p>operate 89:14 112:16 287:8 324:11</p> <p>operated 68:12 72:25 82:23 159:17 204:3 273:13</p> <p>operates 72:23 232:4 276:15</p> <p>operating 74:1,5 77:16 78:1 80:5 89:16 91:18 93:16 110:6 118:7,20 231:16 233:13,22 234:14,17 249:6 256:22 262:9 263:23 264:7 303:21 324:17</p> <p>operation 210:12 235:13 251:4 282:12 319:2</p> <p>operational 86:10 154:19 197:3 221:15 282:11 300:8</p> <p>Operations 279:25 306:15 307:15</p> <p>operator 72:18,21 81:8,9 92:2,22 93:6 112:10,18 145:11 146:2 147:16,22 148:8, 10,21 186:6 187:2,14,21 188:12 189:14,16, 22,23 190:7,25 191:7,13,22 196:3,10,20 199:18 202:14 204:6 207:8,23</p> | <p>208:8,18,21 209:2 220:11 221:4,8 236:7,9,12,16 237:1,3 238:1,2,4, 6,7,10 281:21 282:1,4,10,18,20, 23 283:1,6,9,12, 20,24 284:1,5,8,9, 11,16,25 285:7, 10,16,20 287:5, 17,21,24 288:8 293:13 298:18,24 299:3,5,16,19,23 308:17 309:10 310:21 311:2,19 315:11,22 316:6,9 318:1 320:20 327:21 330:16,19</p> <p>operator's 203:1 236:8</p> <p>operators 81:10 92:14 192:4 195:23 254:21 288:6,11 293:5,9, 15,16,22 299:2</p> <p>opinion 78:23 93:20 94:24 127:1 130:23 166:11,16 169:1,13,17 170:6 174:6 206:13 211:24 272:8</p> <p>opportunity 141:3 161:1 173:19 305:14</p> <p>option 105:22 229:8,12,17</p> <p>options 228:21 248:21 286:12 299:18</p> <p>order 65:20 66:5 73:21 75:17,21 81:5 83:22 87:4 137:13 146:23 147:6 219:23</p> | <p>220:3 225:11,12, 14 228:23 229:8, 9,16,22 230:1,2,6, 13,16 233:14 239:20,23 240:2,8 241:3,14,17,18,23 242:5,9,19,21,23 243:12,17,22 244:2,4,6,21,23, 24 245:10,12,14, 18 246:2,5,8,13, 16,22,23 248:13, 19 250:9 251:19, 23 252:2 255:9 259:13,24 260:4 261:1,6,12,18 262:15,23 271:17, 24 276:19 277:5 278:2,3,10,11,21 279:8,13 285:14 290:10 291:2 293:11 296:6,9, 12,18,25 297:6, 10,13,18,20 298:2,4,7,10 300:24,25 301:9, 13,15,22,23 303:5,15 304:11 319:15</p> <p>ordered 243:11,25 271:18</p> <p>orders 233:21 234:12,16 239:20 243:8 244:14 245:5,25 264:16 265:24 278:24 294:11 302:17</p> <p>ordinary 319:11</p> <p>organic 301:3 323:25</p> <p>organization 94:4</p> <p>original 180:18,19 279:22</p> <p>originally 99:25</p> |
|---|---|---|--|

| | | | |
|---|--|--|--|
| 103:25 116:6 137:1 140:11 180:21 181:16 214:18 295:8 298:12,13 ostensibly 69:5 outage 183:12 outages 183:1,2 outdoors 107:11 Outlaw 109:5 Outlaw's 108:23 109:12 111:11 112:15 165:8 166:10 234:6 outlined 153:25 outlining 273:11 outright 132:1 outstanding 249:8 301:9 overdue 249:10 253:11 255:14 263:1 overflow 327:8 overlap 265:13,16 overrule 273:3 oversee 95:18 oversight 288:14 overview 84:24 86:15,20 owe 112:15 249:22 owes 142:19 155:10 263:8 owned 68:12 69:5 72:25 75:16 84:1 99:25 116:1,6,7, 15 117:13 130:15 136:13,25 138:12 159:16 181:25 | 182:13 186:14,16 209:13 231:11 246:8 248:6 279:24 owner 86:7,12 93:8 116:18 117:14,17 132:23 136:18,24 137:3,6 138:5 153:5 159:10 173:5 177:11 189:16 192:8 194:2,5 203:12 238:1 294:25 316:6 320:20,21 owners 180:14 193:18 195:23 ownership 75:13, 23,24 81:13 82:16,17 117:12, 19 123:7 130:13 135:22 136:19 137:4,17,22 232:14,16,19 233:6 247:18,20 267:1 279:2 301:17 302:24,25 owns 103:9 135:16 137:19 138:19 143:22 172:23 173:11 182:3,19 267:4 <hr/> P <hr/> p.m. 333:23 packet 259:15 274:24 pages 129:23,24 131:7 269:17 280:13 paid 69:16,17 89:8,9 100:2,3 101:9 104:19,20, | 22 105:1,12 113:12 125:18 138:6 156:8 168:7 169:9 171:6,9 172:6 178:7 191:1,6,14 203:25 212:3,19,23 213:16 217:1 248:16,17,21 249:9,11,25 250:16 256:7 263:2,6 310:22 pain 140:14 panned 89:13 paper 164:24 189:22 278:17 paperwork 143:25 147:11 192:16 310:16 316:21 par 192:10 paragraph 110:17 242:14 park 187:21 215:3 parks 206:5 Parson's 177:16 Parsons 99:25 101:6,7,14 116:6 136:25 177:17 178:2,25 179:4 part 71:18 82:2 84:23 86:9 101:7 138:1 139:21 144:20,24 148:25 149:20 172:8,9, 13,25 178:7 183:13,14 220:24 221:18 222:22 226:1 230:2 233:1 240:1 246:1 247:4 248:4,12 255:5 271:8,9,10 273:9 275:16 295:5,7 296:17 298:2 | 300:8 307:21 participate 229:6 participating 63:21 parties 64:19 76:13 226:2 parties' 242:13 partly 205:22 parts 84:6 163:24 208:13 220:16 227:7 party 85:23 234:8 259:2 pass 287:13 passed 192:23 193:13 256:24 277:20 287:9 303:25 past 79:13,19 88:8 100:23 165:20 170:21 171:4 248:23 310:2 path 240:2,23,25 291:12 Patricia 63:10 233:15 pattern 73:17,18 278:22 290:18 pause 91:11 285:2 pay 66:13 69:9 100:11,17,24 101:5 103:9 104:5 113:17 114:2,3,20 125:17 130:22 132:4,5,8 135:13 139:1 168:11 169:6,20 178:17 191:23 212:1,3,20 235:8 244:7 249:8,23 256:18 257:21,22 285:19 |
|---|--|--|--|

| | | | |
|-------------------------|--------------------------|--------------------------|-------------------------|
| payable 102:12 | 233:5 238:23 | pick 217:2 | 311:11 332:7 |
| paying 77:24 | 252:14 254:20 | picked 204:17,25 | plugged 248:24 |
| 105:5,9,11 113:13 | 265:10,12,22 | picking 205:11 | 258:13 289:11,14, |
| 114:5,21 117:15 | 279:22 287:10,25 | 215:7,11 | 16,21 291:3 297:1 |
| 126:9,10 142:12 | 294:9 299:11 | picture 130:6 | 313:16 |
| 162:21 163:13,18, | 307:6 323:20 | pictured 131:9 | plugging 257:16 |
| 19 164:10,11,12, | 324:6 328:13,19 | pictures 152:19 | 258:11 329:12 |
| 13 168:7 169:21 | percent 88:10 | piece 78:9 82:22 | 331:21 |
| 172:19 235:9 | period 226:15 | 119:15 170:7 | plummet 220:16 |
| 238:6 250:13 | 253:20 254:9,13 | 173:4,7 | plywood 211:3,8, |
| 257:3 | 310:6 327:16 | pieces 165:5 | 12 223:7 |
| payment 69:10,19 | permit 92:20 | 222:16 | PO 113:21 |
| 80:16 105:21 | 240:2,4 247:9 | pike 188:25 | pocket 89:9 |
| 135:4,6 165:15 | 251:20 258:3,4 | pile 102:2 | 319:16 321:8 |
| 167:19,20 169:3 | 261:23,25 262:14, | Piney 156:15 | pockets 321:7 |
| 212:16,18,19 | 18,19 264:2 | pipe 149:9 331:9 | 323:22 |
| 248:19,21 | 303:22 310:19 | pipng 313:5,17 | point 65:10 66:7 |
| payments 69:17 | person 64:9 78:1 | 326:10 | 71:12 96:21 97:3 |
| 102:12 103:5 | 165:25 204:21 | pitless 220:16 | 119:19 160:6 |
| 178:11 | 205:2,8,14 244:7 | 326:10 | 173:15 177:22 |
| Paypal 114:20 | 285:11,14,15 | pivot 300:13 | 179:7,14 180:24 |
| penalties 68:5 | 286:22 292:20 | place 76:24 78:19 | 241:16 269:4 |
| 74:23 243:24 | 309:11 319:22 | 82:11 93:3 107:15 | 276:25 277:25 |
| 244:2,6 255:18 | personal 172:8, | 195:2 299:10 | 285:20 289:9 |
| 256:1 262:21,22 | 11,15 | placing 67:11 | 291:22 311:10 |
| 302:6,7,10 303:15 | personally 82:21 | plan 248:20 | 321:1 325:22 |
| penalty 229:2 | 90:2 309:5 | 282:17,21,22,24 | points 140:14 |
| 244:5,8 248:17 | phone 63:18,19 | 283:17 284:24 | 176:24 |
| 255:16,20,22 | 114:2,18 118:10 | 285:3 | policy 110:7 |
| 256:5 297:5 | 120:3 122:15 | planned 292:11 | 188:24 |
| 303:8,16 | 131:3 134:14,18 | planning 155:22 | pollen 316:1 |
| people 63:17 | 146:18 206:7 | plans 131:22 | poor 70:22 |
| 68:14 71:24 76:5 | 286:21 288:10 | plats 176:11 | populations |
| 80:15 81:5 82:23 | 293:12,17 309:13 | playing 205:25 | 232:9,18 |
| 83:1 89:19 96:8 | 315:10,13 | plenty 173:19 | porch 114:23 |
| 105:23 113:14 | photos 113:4 | plug 256:16 | 135:5 143:10 |
| 124:17 127:9 | phrase 97:2 | 257:18 277:3 | 162:4,13 |
| 139:25 163:24 | physical 89:24 | portion 268:24 | pose 73:8 |
| 169:20 183:22 | 310:17 312:18 | position 93:4 | |
| 187:18 189:21 | 331:20 | | |
| 193:5 204:19 | physically 316:19 | | |
| 206:6,21 218:18 | 326:12,18,20 | | |
| 227:15 230:24 | 329:9 | | |
| 231:14 232:22 | | | |

| | | | |
|--|--|--|--|
| 205:4,8 223:25 224:4,15 225:3,5 306:13,18,19,23 | prepayment 169:3 | primacy 249:8,23 256:18 257:3 | 271:7,8 272:14 |
| positive 250:9,11 310:5 312:8 314:17 318:13,18, 19 | prepayments 142:16,19,22 | primarily 78:6 121:1,24,25 | proceedings 63:1, 20 79:5 271:10 272:14 |
| possibility 161:12 313:21 325:14 | present 64:7 77:19 82:14 85:2, 11 95:4 160:11 212:10 272:20 319:20 327:12 | primary 122:2 140:12 | process 79:19,25 85:2,16 144:24 168:17 227:12 229:13 230:8 232:12 244:23 259:10 276:18,21 277:11 278:9 296:24 307:24 |
| possibly 77:17 326:8 327:8 | president 140:25 | prior 130:16 140:10 159:17 192:25 210:3 244:4 247:16 270:11 302:12 | produce 138:20 |
| post 253:22 | presiding 63:16 | priority 203:20 304:25 305:1 | produced 138:22, 23 |
| Postal 106:7 | pressure 154:12, 13 157:2 158:13 183:16,18 193:24 195:15 196:1 210:15,18 218:18, 19 313:19 325:23 | prison 212:11 | producing 289:18 |
| posted 167:18 253:4,6 | pretty 108:20 124:4 126:3 173:3 175:18 189:6 193:25 196:19 198:6 200:9 209:12 218:2 226:15 228:11 230:16 237:20 261:8 265:10 288:20 309:13 317:24 318:2 321:3,10 | privately 300:19 | products 298:22 |
| potable 73:23 | prevent 326:5,17 | proactive 329:4 | professional 165:21 166:11 213:21 |
| potential 293:16 299:7 | preventative 74:17 | probable 164:3 | profit 79:1 89:1,2, 4,5 93:17 94:1 |
| potentially 71:11 285:10 294:8 | prevented 326:21 | problem 81:14 82:6 86:6 114:17 127:13 146:22 150:3 151:15 172:25 173:5 176:3 179:3 200:4 212:8,9 318:10 326:25 | profitable 90:5 |
| pouring 329:13 | previous 82:24 92:13 117:17 136:24 225:2 227:11 280:22 | problems 69:22 72:7,9 79:10,21 81:18 83:6,8 101:10 113:22 117:20 119:7 173:13 183:20 198:24 218:20 246:23 247:11 248:1,15 261:20 289:4 311:5,8 331:19 | program 224:1,6,8 |
| PP 218:6 232:22 277:2 289:12 291:3 | previously 92:2 95:5,6 104:20 | procedural 267:12 300:5 | prohibits 147:2 |
| practices 68:25 126:6 127:7 | price 69:13,16 | procedure 263:14 | promises 151:3 |
| precedent 232:15 | prices 80:18 162:22 163:13 164:24 169:20,22 | proceeding 66:11 | prone 217:23 |
| predominantly 302:7 | | | proof 135:19 |
| prefer 238:5 | | | proper 194:17 199:8 239:13 240:22 |
| preference 332:22 | | | properly 81:17,19 82:4 198:25 236:25 238:4 258:13,15 282:10, 20 283:24 284:16 313:16 |
| prefers 226:8 | | | properties 233:19 |
| preliminary 65:12 | | | property 82:4,11, 22 96:18 117:14, |
| premium 167:20 | | | |
| prepaid 167:19,20 | | | |
| prepare 202:15 | | | |
| preparing 200:12 203:7 | | | |

| | | | |
|---|--|--|--|
| 17 136:24 137:3, 19 138:6 147:3 153:5 172:8,17, 20,22 173:4,7,10 175:13 176:1,12, 15,23 177:5,9,18 212:13,21 proposed 225:13 248:21 260:3 276:22,25 291:2 protecting 68:10 protracted 277:11 provide 93:23 110:5 117:18 149:22 150:4,12 166:25 171:7,8 177:18 224:17,19 235:16 248:20 251:12 252:25 253:15 254:2 258:21 267:20 298:25 304:1 305:11,12 307:12 323:11 provided 68:12 69:7 85:10 91:6 99:11 100:1 141:18,22 149:18 156:21 236:15 252:11 259:4,7 272:19 287:22 288:4,5 311:17 provider 100:10, 16 101:12 106:13 110:18 112:5 116:19 118:23 252:23 253:6 providers 126:8 providing 81:12 84:12 99:3,23 119:5 139:20 142:13 145:2 179:10 215:25 | proximity 295:7, 10 PSC 67:24 68:17, 21,24 70:1,9,12, 19 71:7,12 93:13 106:14 111:20 113:5 115:13 120:4,9,24 121:2, 24 122:5,21 123:14,16 124:1, 3,5 125:10 126:14,15 127:11, 24,25 129:15 130:24 162:25 164:2,19 213:7,9 265:4,14,17 266:9 PSC's 71:14 98:25 PSI 154:14 158:15 183:18 public 63:7,11,12, 13 64:3 65:9 67:23 74:1,9 78:8 83:12,14,15,16, 18,24 84:3,7,13, 21 85:5,8,11,17 88:3,17 92:10 93:6 94:1 95:15 112:16 119:20 123:16 125:3 145:20,21 186:6 189:15 190:13 196:10 206:25 230:20,23 231:2, 9,13 232:3,20 236:7,18,24 237:6 239:7,14 240:3 251:2 252:6,12, 13,20,23 253:14, 24 257:19,21 265:3,19 273:16 282:15 283:22,23 286:5,6 295:1 306:14 307:1,25 310:3 313:13 318:6,23 324:7 | Pulaski 72:3 73:5 92:15 98:13 130:13 159:11 172:16,21 173:1, 13 182:23 187:12 194:24 233:17 288:3 293:6,10 299:6,9 312:13 313:3,14,19 317:7 325:9,18,22 329:10 pull 156:1,2 179:23 pulled 118:24 119:1 149:9 157:5 212:14 pump 81:2 118:19, 24 119:1,3 132:10 149:2,8 150:8 155:9 156:1,3,4 157:5,8 179:15, 17,22,23,24 180:1,3,6 pumping 180:25 pumps 218:25 punishing 205:14 purchased 101:4 178:15 purchasing 135:11 purify 184:7 purported 231:11 purpose 125:9 128:9 282:3 303:4 pursuant 68:1 74:3 pushing 323:2 put 63:19 81:4 84:6 92:17 102:25 113:7,10,19,22 119:15 156:3 | 157:1 176:22 179:23 180:6 183:7,8 184:5 193:9 199:14 220:24 233:20 253:2 291:1 294:25 298:15 putting 95:25 210:3 264:5 <hr/> Q <hr/> qualifies 84:10 85:1 qualify 83:19 84:21 95:1 quality 69:23 70:23 73:14 183:15 236:14 282:14 quantity 236:14 282:13 quarter 181:11,12 question 95:24 102:9 134:9 168:16,24 169:16 170:13 171:19 174:5,9 179:16 213:17 214:1 222:1 259:12 293:25 303:9 312:11 313:11 327:23,24 329:19 331:6 332:1,11 questioned 106:11 192:24 questioning 67:6 121:21 questions 64:11, 13 70:6 75:4,6,7, 11 76:18 87:13,19 90:12,15,19 94:12,13,14 95:24 |
|---|--|--|--|

| | | | |
|---|---|--|---|
| 96:1 97:19 116:13 118:5 144:20 160:6,8 161:3 162:2,3 168:15 173:16,23 174:14, 15,16,18,19,22 177:25 178:23 184:16,17,21 205:7 209:17 213:23,24 214:3 222:2,4 223:9 244:19 265:18,19 270:10 272:22 292:9 293:1 294:17,19,21 305:6,7,8,9 324:24 328:6,8,10 330:22,23 331:4, 25 332:3,11 | ran 100:1 151:22, 25 179:18 218:8, 11 235:2 310:16 rare 319:6 rarely 319:19 rate 69:12 73:3 88:16,20 101:1 102:8 106:10,13 108:1,2 112:7 113:3,17 183:21 191:20,23 rates 68:23 69:24 70:19 88:13 106:10,16 111:5 164:7 190:22,23, 24 192:6 reach 93:14 226:11 229:7 243:14 278:1,9 279:10 303:23 304:2,3 reached 115:11 193:11 reaching 133:19 reaction 124:7 150:25 201:16 read 104:18 130:3 131:9 143:7,8,11, 15,16 246:25 270:9 285:14 295:6 reading 91:4 270:2 ready 97:19 real 65:20 138:15, 17 169:12,16 170:6 172:12,15 298:1 realize 92:5 realized 127:14 205:12 | realizing 204:22 reason 67:3 69:25 80:8 91:23 93:20 118:8 130:9 138:9 174:23 190:19 191:25 208:7 225:25 255:21 258:6 283:18 316:4 reasonable 286:3 reasoning 230:3 283:19 reasons 72:15 79:10 83:3 88:15 208:9 210:24 recall 79:24 97:1,9 160:11 161:17 162:19 208:10 210:4 receipt 103:3,10 receipts 178:11 receive 103:3 104:8 178:9,18,19 192:4 213:14 260:7 received 70:1,4 86:3 93:21 100:16,22 101:22, 23 104:7 105:17 111:17 115:6,16 120:11 123:22 124:7 129:2 137:25 142:20 147:23 150:21 155:5 156:24 159:13 167:18 177:22 178:10,11 179:5 199:23 202:2 247:15 318:5 321:15,18 receiver 266:10 268:9 295:22 299:8 | receivers 122:18 receivership 90:24,25 91:15 130:16 267:25 268:3 271:17,24 274:19 298:14 330:11 receiving 70:13 111:5 129:15 150:5 166:24 179:8 280:1 recent 301:18 recently 92:11 190:9 recess 121:14,17, 20 160:22,23 185:8 292:17 recipients 139:23 recognize 103:20 108:11 112:1 129:10 153:15 202:10 245:1 314:10 recognized 267:14 recommendation 242:1,3 330:5 recommendations 146:13,15 203:17 record 63:3 75:19 98:8 107:1,4,5 110:13 111:12,15, 16 115:21,24,25 116:25 121:19 134:6,21,22 144:11,15,17 159:1,2 160:25 161:19 164:19 185:6,10,24 207:9,12,13,15 223:21 264:17,20, 22 270:3,5,7,8,12, 14 271:3 273:4,6, |
| <hr/> R <hr/> | | | |
| rain 316:3,7 317:23 318:1 330:6 raining 315:24 330:1 rains 316:11 raise 98:2 185:15 190:23 306:2 raised 70:3 190:21 raises 166:6 raising 88:15 110:2 | | | |

| | | | |
|--|--|---|---|
| 7 274:22 275:21 276:2 280:18 281:9 292:16 306:10 312:4 321:25 322:3,4 recorder 233:18 Recorder's 73:6 recordkeeping 193:22 records 73:6,16 87:23 159:11 220:20 233:18 274:6,16,23 275:15 recross 222:3 305:6 recross- examination 184:17 red 166:6 redirect 184:22 222:6,7 305:15 331:1,2 332:13 refer 161:22 211:1 229:19 233:14 243:17 244:9 263:15 304:4 reference 77:14 84:13 97:7 124:4 184:19 references 233:9 referral 228:3 251:24 302:21 referred 107:19 128:7 224:19 227:9 228:2,11,20 232:11 239:21 referring 97:8 104:13 108:25 109:13 120:17 167:3,4 170:18,20 | 234:12 248:8 293:13 298:25 307:16 refrain 168:16 refuse 105:1 refused 143:17,19 regard 233:8 236:18 246:21 298:6 301:10 309:18 324:7 region 186:12 regional 187:24 227:22 228:3 regions 186:11 205:5 register 234:24 249:5 262:7 263:22 303:21 registered 94:2,6 132:22 233:23 234:2,5,11,18 235:4,11 256:19 257:23 258:16 262:8 286:24 regular 241:6 326:7 330:19 regulate 70:18,21 96:11 232:20 265:14 regulated 69:1 70:25 72:19 95:10,15 144:22 145:3,7,12,22 146:3 148:16,18 208:25 231:5,16, 18,22,24,25 324:8,12,18,21 regulates 73:16 265:14 regulating 70:16 regulation 74:3 | 93:13 147:1 209:7 215:22 216:10 regulations 68:6 72:22 83:10 165:21 189:20 206:17,25 230:21 231:4 236:11,12 256:1 258:14 282:15 283:21 regulatory 63:15 323:7 Rejoice 231:11 relate 209:25 246:15 247:3 related 123:14 131:1 162:8 216:25 256:3 261:8 relates 169:24 relating 246:19 280:8 308:7 relation 170:8 relayed 194:1 released 185:10 relevant 271:5 reliable 326:5 relief 68:4 rely 75:1 76:12 194:1 remain 77:5 remained 271:19 remediate 183:5 remember 79:24 91:25 102:18 103:8 105:14 108:21 120:9,12 124:20 125:14 127:24 128:4 136:6 146:9 171:13 177:1 | 179:16 188:5 216:4,16,17,18 265:4 266:4 268:4,14 279:19 294:4,5 295:17 remind 66:9 243:14 remote 299:14 remove 304:18 rendered 271:23 renew 188:4 repair 79:17,22 119:13 153:6 repaired 119:14 154:5 277:1 289:19 repairing 329:5 repeat 252:18 repertory 307:4 replace 92:22 119:9 283:12,25 285:7 308:3,5 replaced 72:21 308:6,8 replacement 282:17 report 152:19 195:15 201:2 203:14 284:4,6 310:12,14,22 320:12 328:3 330:5 reported 92:3 REPORTER 117:1 reporting 310:7 reports 91:4 271:18 309:16 representatives 127:25 150:1 |
|--|--|---|---|

| | | | |
|---|---|--|---|
| <p>representing 64:21 67:23</p> <p>request 110:17 137:21 156:10,12 157:19</p> <p>requested 79:4 83:5 137:23 258:22 277:20 307:13 312:1</p> <p>requesting 114:19 266:10 295:21</p> <p>requests 93:21 303:25</p> <p>require 72:22 257:21 282:15 329:12 331:20</p> <p>required 73:12 81:10 89:25 214:19 236:9,15, 25 237:11,13,17 239:3 240:3,13 247:7 249:5 250:18 257:11,14 260:6 264:1 265:19 280:8 282:2,19,20 283:10,23 285:25 289:23 309:24</p> <p>requirement 93:6, 9 95:20 121:12 252:21 264:4 282:5 283:14</p> <p>requirements 94:22 95:12,14, 16,21 129:22 196:14 236:18 237:5 246:14 248:24 258:13 286:15</p> <p>requires 258:23 281:25 296:25</p> <p>Research 71:13</p> | <p>reservations 208:16</p> <p>reserve 160:11</p> <p>resetting 75:17</p> <p>residence 175:3 179:8 217:5 325:5</p> <p>resident 153:4,24 164:10,11 181:17 277:7 311:24</p> <p>resident's 152:24 172:17</p> <p>residential 196:16 218:23</p> <p>residents 68:11, 18 69:2,4,16 70:14 71:2 72:5 73:9,15 139:5,6, 18 141:24 142:11, 21 149:15 154:7, 15 155:5 156:5, 13,19,21 157:24 158:16 175:17 179:11 180:23 181:13 182:5 195:17 210:1 214:21 235:7,17 251:2 279:7 308:20 309:6 323:12</p> <p>residents' 194:25</p> <p>resignation 283:14</p> <p>resigned 92:4 186:21 207:25</p> <p>resolution 259:10 303:2</p> <p>resolutions 228:19</p> <p>resolve 124:11 171:24 329:14,17 331:7</p> | <p>resolved 172:1,3 266:25 302:16 310:14</p> <p>resolving 248:15</p> <p>resources 70:10 83:11 85:3 89:10 224:2 228:25 264:15 271:20 275:15 299:21 306:16</p> <p>respect 67:9</p> <p>respond 101:15 260:8 276:24 290:11</p> <p>respondence 226:16</p> <p>respondent 63:14</p> <p>responds 291:15</p> <p>response 102:7 107:24 226:22 260:6,9,11 272:16 277:13,14 304:17 329:25 331:5</p> <p>responses 289:25 291:15</p> <p>responsibilities 202:25 203:1,23 224:15 236:13 307:9</p> <p>responsibility 79:17,22 149:14, 22 154:1 234:19 246:11</p> <p>responsible 149:16 196:24 226:2 234:8 236:14 246:9 259:2 282:11,13</p> <p>responsive 147:18 148:4 199:19 226:12,13, 19 248:14 309:13</p> | <p>rest 160:16 205:24</p> <p>restrictions 203:11</p> <p>restroom 121:12</p> <p>result 74:11 309:19 316:15,16</p> <p>results 220:1 252:8,15,18 265:21 293:15 300:21 311:25 320:19</p> <p>retaining 199:7</p> <p>retention 199:6</p> <p>retesting 188:19</p> <p>return 228:10 260:21</p> <p>returned 226:22</p> <p>returning 228:1 230:4 303:18</p> <p>returns 285:4</p> <p>revenue 89:3</p> <p>review 278:19</p> <p>revise 277:10</p> <p>revised 225:13 276:24 291:2</p> <p>rewritten 85:9</p> <p>Rick 155:11,17,18, 19,20,21 156:12 157:5,6,19 327:20</p> <p>Rick's 155:9</p> <p>ridden 197:13</p> <p>ridge 176:4</p> <p>rightfully 206:13</p> <p>rights 137:17,22</p> <p>risk 229:14 230:15</p> <p>risks 320:11</p> |
|---|---|--|---|

road 99:11,19
107:10 141:8
175:14 176:6
217:6 313:8,9

Robert 98:13
103:8 299:15

role 71:19 310:7

roles 71:4

rolling 63:13
83:16 84:9,25
85:6 93:7 95:3
102:5 133:18
186:25 197:8
202:17 211:1
219:2,6,7,12,13
220:19 222:10
223:2 225:13
227:16 228:12
231:6 232:7
235:2,19 236:24
237:10,14 239:6,
20,24 244:22
245:6,15,20
253:20 254:9
259:14 260:13
261:6,20,21
262:20 263:3,20
264:16 273:19
276:17,23 295:14
297:17 298:3
303:19 317:4
318:11 321:19

roof 119:1,8,9,13
179:21 211:13

room 124:19
126:13 199:5
217:11 292:20

rough 198:6

route 309:5

routine 89:16
122:6,13 189:8
237:12,17 238:5,
19 252:9,18 267:9

305:3

routinely 322:10

Rowden 190:18,
19 231:12

Royal 191:22

RSMO 68:2,4 74:4,
8,10

rude 215:13

rule 83:23 84:11

rules 82:15 83:9
98:25 189:20
290:5

rumor 164:16

run 140:16 184:11
186:14 218:15
284:3 290:5
305:20

running 142:7
148:11 156:5
158:14 159:15
181:6 218:16
322:25 323:22

rural 299:10

S

safe 73:23 74:19
238:21,24 239:17
241:10 242:1
250:13,24 251:4,7
289:3 300:20
301:7,8 323:11,18

safeguard 74:19

safety 73:9 74:9,
15,20 193:20,21
238:19 250:5
266:23 267:6
310:17 330:9,15,
16

sale 177:9

Salem 191:22

sample 157:11
203:5 219:18
252:20 253:13
254:3,11 265:21
300:22 311:25
312:3 316:2,7,12
318:1,2 319:14
320:8,15,18 323:5
327:18,20 330:3,6

samples 73:12
92:3 189:4,6,8,9
203:9 208:1,5
209:15 228:8
237:13,14,18,21,
23 238:5,8,9,20
241:6 247:14,22
248:22 250:6,10,
14,18,21 251:5,6,
16 252:2,9,10,18
253:16,19 254:1,
7,15 255:6
257:12,14 262:5
264:2 267:9 280:3
288:21,22 290:24
301:6 305:3 310:4
311:1,17,18,25
314:17 315:2,25
316:10 318:5,13,
17 319:11,23
320:4,16,24
321:1,15 323:1,7,
8,9,16 324:21
328:24

sampling 190:4
241:10 265:20
300:23 301:1
309:8 315:22,25
316:12 322:23,25
330:1,8,19

samplings 322:16

sat 149:9 152:12

satisfactory
203:18

satisfy 93:6,9

save 94:16 118:4

savvy 285:11

schedule 256:15
257:15 284:10

schedules 301:1

scribed 82:5

sealed 183:8

search 182:22
287:25 288:1
293:12

seasons 317:23

seat 98:1

seated 77:4
223:14 306:5

Sebastien 215:9,
14 279:18 308:6
309:22

seconds 206:6

secretary 165:17
217:4 233:25
234:3,11,18
235:12 249:7
256:20

secretary-
treasurer 141:1

section 68:2 74:4,
7,10 224:5 227:21
247:1 322:9

sees 206:9,10,11
329:5

select 288:3

self-employed
186:3

selfish 151:6

sell 135:18

selling 73:10
294:8

| | | | |
|--|--|---|--|
| <p>send 114:22 122:21 130:6 178:14 249:15 252:24 253:6,20 284:2 290:10,12 294:11</p> <p>sending 130:9 285:2 307:15</p> <p>sends 253:18</p> <p>sense 174:23 247:21 259:12 277:4 290:4 299:22</p> <p>sentence 110:17</p> <p>separate 84:5,6 103:18 125:1 165:20 173:6 176:22 255:13 256:3 261:16 266:5 272:18 301:22 314:15</p> <p>separated 269:20, 24</p> <p>separately 173:12</p> <p>September 100:9 119:14 190:5 306:21 309:23</p> <p>series 220:2</p> <p>serve 102:15 217:21 218:22</p> <p>served 100:8 151:19 152:10,21 153:18,20 155:4 180:11 181:14 231:14 232:9,18 233:5 236:1,3 307:14</p> <p>serves 230:24</p> <p>service 63:7 64:3 67:23 91:2 92:10 95:15 96:18 100:14 102:6</p> | <p>106:7 110:5 111:6 117:16,21 119:20 128:9 136:23 137:1,5 141:2,4 142:8,12,13 145:1 149:15,22 153:25 155:9 177:15 178:8 180:19 252:13</p> <p>serviced 123:10 130:12 136:2 139:8 158:11,12, 15,17 159:4,6,8</p> <p>services 69:19 70:1,8,17 151:21</p> <p>servicing 87:22 96:19 132:13 158:8 177:4,8</p> <p>serving 95:4 128:9 148:24 295:9</p> <p>set 63:5 133:10 165:18 166:9,12 191:2 192:5 202:25 203:22 241:4 300:25</p> <p>setting 148:5 273:11</p> <p>sever 331:18</p> <p>severed 326:18,20 329:10</p> <p>severing 331:6</p> <p>Sewer 70:11 71:14</p> <p>shady 101:20</p> <p>shallow 317:25</p> <p>shape 198:18 217:21 218:2</p> <p>share 322:10,14</p> <p>shared 133:5 265:12 293:14</p> <p>sheriff 143:24 144:4,5</p> | <p>shift 206:7</p> <p>shocking 220:4</p> <p>short 121:17 160:23 169:5 173:23 194:12 197:11 217:6 226:15 236:6 292:17</p> <p>shorten 272:25</p> <p>shorter 260:10 263:24</p> <p>shortly 179:5</p> <p>show 73:16 193:7 235:5 274:6 289:5</p> <p>showed 144:5 158:5</p> <p>showers 183:24</p> <p>showing 327:17</p> <p>shows 138:21 172:16 245:22</p> <p>shut 100:17,24 104:6 118:12 127:7 153:19 155:6,9 156:25 157:23 158:23 313:4</p> <p>shut-off 148:12 156:24 157:17 168:2</p> <p>shutoffs 151:24</p> <p>sic 190:18 310:5 327:20</p> <p>sick 328:13</p> <p>sicknesses 320:11,12</p> <p>side 122:22 325:10,11 326:14</p> <p>sign 69:8 85:10 100:12 105:20 143:17,20 146:17,</p> | <p>21,24,25 153:21 229:4,5 260:20 290:11</p> <p>signature 229:10 241:19 242:13 245:11,23 260:6, 22 278:5</p> <p>signed 85:6 100:14 117:16 140:23 153:23 178:3 207:17,20 229:15 239:22 260:19 261:2,18 298:7</p> <p>significant 118:2</p> <p>signing 242:18</p> <p>signs 242:20</p> <p>silent 63:19</p> <p>sill 310:22</p> <p>similar 115:6 175:21 262:12 319:2,8,9</p> <p>similarity 180:12</p> <p>simple 235:21 258:11 295:14</p> <p>simply 85:14 167:18 272:5</p> <p>single 132:23 151:23 235:20 261:7 294:25</p> <p>siphon 325:24</p> <p>sir 66:3 95:19 97:12,14 98:24 99:4 117:1 143:16 160:15 161:4 166:20 169:9 171:9 176:19 178:21 326:23 330:20,25 332:12</p> <p>sit 98:1 153:2</p> |
|--|--|---|--|

| | | | |
|--|--|---|--|
| site 234:4 247:17 316:19 | sorted 75:25 | spoken 286:23 | 71:12 72:1 121:6, 25 122:7,21 123:14 127:21 130:1,9 152:18 |
| sites 72:4 | sounds 286:23 | spouting 216:10 | Stamp's 156:22 |
| sitting 77:6 82:3 102:2 126:7 136:17 162:13 | source 141:5 | spray 183:8 | stance 329:6 |
| situation 90:5,6 96:10 146:13 155:19 232:23 302:16 | sources 308:21 | spraying 183:19 | stand 67:9 97:15 185:15 306:2 329:22 |
| situations 122:8 228:4 | southeast 205:5 | spread 198:11 321:2 | standards 70:25 193:18,19 209:7 239:4,7,8,11,14, 25 240:22 304:8 |
| six-month 167:19 | southeastern 186:10 | spreadsheet 203:15 | standing 124:18 125:21 143:9 149:7 265:10 |
| size 211:18,19 214:23 319:2,9 332:6 | southwest 186:10 187:24 205:5 | spring 146:6 317:23 | stands 246:16 |
| sized 214:15 | space 253:1 | Springfield 92:18 286:4,22 | start 65:13 66:7 76:11 82:12 105:10 137:16 227:22 286:25 305:22 332:24 |
| skew 206:14 | spaced 175:18 | St 98:13 103:8 299:15 | started 69:23 101:19 102:6 105:11 110:1 116:9 117:21,24, 25 120:24 131:2 138:2 146:14 147:8,11 154:19 176:18 190:7 204:22 214:5,18 215:3 216:7,13 228:7 270:11 287:1 |
| slab 218:6 | span 79:14 | staff 63:7 65:3,21 66:8 67:16,23,25 71:12 72:24 74:12,16,21 76:14 91:4 93:14,23 94:21 95:25 97:22 103:16 107:5 108:9 111:16,23 115:25 129:9 134:22 141:15 144:17 153:14 159:2 185:11,18 202:9 207:13 222:6 223:11,16 244:16 264:22 266:9 268:8 269:13 272:16 273:7 274:11 275:21 291:22 295:21 299:7 300:2 305:15 306:6 313:23 314:9 322:4 331:1 332:18 333:9 | starts 65:13 66:7 76:11 82:12 105:10 137:16 227:22 286:25 305:22 332:24 |
| slip 117:10 | speak 85:4 120:21 225:19 308:18 309:11 | staff's 71:19 72:2 73:24 96:1 | state 63:6 94:3 98:8 124:2 132:23 149:25 185:23 198:6 223:20 233:25 234:11,18 235:12 236:11 241:21 249:7 |
| slow 183:21 | speaking 63:24 | stagnant 325:25 | |
| small 95:13 197:11 199:1 214:16 299:11 | special 187:16 | Stamp 65:22 | |
| smell 184:10 | specialist 224:1,8 | | |
| snatched 143:12 | specific 68:4 99:1 194:18 209:24 233:20 253:3,12 278:8 284:10,24 285:1 290:15 291:6,8 298:22 | | |
| sold 85:23 86:1 95:6 159:14 177:5 220:25 248:10 277:7 279:4,7 294:5,11,13 | specifically 198:15 205:21 228:5 233:15 246:15 252:10 260:13 269:14 280:13 296:20 | | |
| solution 228:14 | speed 180:4 290:8 | | |
| somebody's 82:3 199:12 | spell 98:8 185:24 223:21 306:10 | | |
| son 192:23 210:2 | spent 85:25 | | |
| sort 77:25 82:18 180:12 227:8 235:6 241:4 300:23 301:21 | spider 197:13 | | |
| | split 333:4 | | |
| | spoke 72:4 201:4, 13 285:22 294:9 308:19 | | |

| | | | |
|---|---|---|--|
| 255:3 256:20 258:14,16 288:11 293:4 306:9 State's 234:4 stated 132:25 138:1 146:17 164:20 171:3 183:19 statement 66:10, 15 67:2,17,19 76:21 77:3,9 86:17,19 87:10 88:25 89:2 91:6 180:7 247:2 statements 66:6,8 67:11 138:13 163:17,20 166:21 261:23 states 106:7 112:9 stating 70:2 166:20 status 271:18 296:7 statute 93:15 230:14 241:21 303:9,12 statutes 68:6 stay 187:5 189:18 197:12 203:16 206:11 223:6 stayed 194:13 233:4 steady 321:8 steal 103:1 stealing 114:7 stemmed 81:19 step 129:4,5 185:1 211:22 223:11 251:24 286:20 302:20 305:18 332:17 | steps 140:7 241:11 244:9 303:6 stick 290:4 stipulations 145:17 240:6 stole 113:24 115:3 stood 112:22 297:10 stop 89:25 107:14, 20 109:14 117:5 151:10 168:13 267:9 304:2 storage 199:6,13 store 107:20 166:14 217:2 storing 198:10 storm 152:13 straight 109:11 132:1 203:19 303:19 straightforward 261:7 stream 70:11 71:14 178:24 321:3,8 streamlined 308:18 street 116:17 175:24 218:1 strenuous-type 89:25 stressful 90:1 stricken 116:18 strike 116:22,25 128:6 209:16 struggles 118:2 stuck 129:3 154:22 | studied 187:25 stuff 101:20 107:17 120:16 198:9 304:16 313:20 326:5 subcontracted 96:12 subdivision 78:7 81:6 99:14,16 133:7 295:11 subdivisions 78:6 subject 74:2 submit 73:11 249:2 251:6 256:14 257:25 262:10 263:23 303:20 submits 293:13 submitted 111:19 113:4 251:17 submitting 251:19 267:9 success 293:9 successful 227:25 229:13 287:14 303:18 sudden 183:17 suffice 92:22 sufficient 278:20 suggested 199:2 summarize 148:15 246:25 summarizing 95:8 summer 182:10, 11 198:7 216:19 247:15 Sunday 195:1 supervise 306:24 | supervisor 307:7 308:2,8,12 310:9 supplies 235:14 240:4 283:23 307:1 supply 63:11,12, 13 71:1 99:24 116:11 117:22 119:5 231:13 232:21 235:1 251:3 265:20 283:11 286:5 308:1 310:3 313:1,6,14 318:23 329:10 supplying 304:19 supportive 150:15 suppose 78:16,17 81:9 142:23 supposed 86:8 147:11 157:17 159:14 195:6 200:6,21 212:12 235:8 251:20 257:16 281:23 303:10 supposedly 239:18 279:4 surface 189:11 survey 147:9 332:8 surveyed 82:5 swear 66:14 67:3 switch 84:11 sworn 77:1 98:3,4 185:16,17 223:15 306:3,4 system 72:12,14, 23 83:15,16,18,25 84:3,8,21 85:5,8, 12,17 93:16 |
|---|---|---|--|

96:21,22,24,25
 97:1,4 110:10
 112:16 113:15
 130:13,14 145:20,
 22 148:16 157:9
 164:6 173:2
 174:25 175:8
 183:3,23 187:5
 189:15,16,24
 190:9 191:24
 192:8,22,25
 193:23 194:22
 195:23 197:2
 200:13 204:2
 207:8 210:5,6,18
 214:16,18,20,23,
 25 215:1,2 217:24
 218:11,12,13,15
 219:8,14 220:11
 221:8,19 227:23
 228:1,5,12,24
 229:3,6 230:21,24
 232:5 235:16,21
 236:3,5,8,15
 237:14 238:3
 239:14 243:12,16
 247:8,14 248:9,11
 250:25 251:4
 253:4,5,19,25
 256:22 261:5
 262:9 263:1 264:6
 265:16,25 279:23
 280:2,5,9 282:12,
 16 283:22 284:3,
 5,8 285:4 287:8,
 25 295:1 299:5,23
 302:3,9 303:10,12
 307:5 308:16
 309:25 310:1,16
 312:4 313:18
 315:4,9 316:6
 317:5 318:14
 319:1 320:7
 325:19 326:1
systems 70:13,24
 72:6,17,19 81:3,4
 83:13 84:14 88:3,

17 91:2 93:7 94:2,
 20 133:14 164:21
 186:6,16,20,24
 187:14 189:3
 190:12,13 191:12
 195:19 196:10,15,
 24 201:6 202:16
 208:25 209:1,4,8
 214:15 217:15,16
 221:25 224:18,20
 225:21 227:8,16
 229:24 231:2,5,8,
 9,16 232:3,13
 233:9 234:25
 235:17,23 236:19,
 25 237:6,10,16,19
 238:5 239:3,5,8,
 12 243:14 244:20
 247:21 255:2
 258:25 263:9
 265:15 266:7,11
 268:10 273:13,16,
 23 276:15 281:21
 282:16,19 283:20
 284:14 286:6
 288:15 295:3
 299:9,12 301:2
 305:4 307:11,13,
 16 309:19 311:1
 317:21,25 318:6,
 24 319:6,8
 322:20,24 323:12
 324:8,11

T

tables 63:22
takes 80:13
 226:13 251:14
taking 114:4
 135:10 163:20
 201:24 267:23
 285:1 286:7,8
 287:1 290:23,24
 299:9 310:25

talk 81:8 121:23
 125:7 127:21
 135:20 151:10
 155:4,20 156:17
 178:25 225:15,22
 226:4,8 238:25
 248:19 293:8
 294:8 308:16

talked 120:13
 121:4 122:3
 127:23 154:11
 161:11 163:25
 190:3 260:17
 285:23 286:8,11
 293:19

talking 136:1
 141:19 144:25
 159:22 168:13
 173:6 180:25
 182:5 216:9,10
 227:14,19 234:1
 235:7 244:12,13
 252:1 273:16
 294:5

talks 282:9

tanks 188:22
 199:14

tap 318:2

tarp 149:10

tax 165:21 172:9,
 15,20,22 173:8,9

taxation 173:7

taxed 172:7 173:9,
 10,12

taxes 117:15
 138:6 172:5,6,10

taxing 174:3,6

Taylor 85:22,23
 118:6,15,18,25
 119:5 132:13
 133:11 139:5,6,7,
 17,25 142:7,11

145:2 148:10,11
 149:2,5,11,15
 151:4 152:5,7,19
 154:7,18 155:5,6,
 14 156:4,13,19,20
 157:24 158:2,10,
 11,12,15 159:6,24
 179:8,10 180:15,
 22,23,25 181:5,8,
 14,25 182:3,15,23
 184:19 219:17,18
 221:12,14,16
 233:2 235:25
 236:1 248:5 279:2
 289:14,17 300:4,
 8,11,17 301:10,
 12,19 302:25
 304:17 322:24
 327:18

TC 319:18,19,21
 321:6 323:22

team 307:21

tease 247:18

technical 215:20
 249:2 256:25
 257:25 258:19
 262:10,16 263:24
 307:4,12 312:2

technically 208:2
 327:10

telling 112:18
 199:24 201:11
 302:4

tells 290:2

ten 98:18 123:8
 140:18 141:4
 152:25 153:22
 180:21 319:7

ten-minute 121:14
 160:21

tendered 283:13

tense 125:19
 126:3,13

| | | | |
|---|---|---|--|
| tenth 180:20 | 332:17 | 226:4,21 229:14 | 145:2 149:17 |
| term 172:14 | testing 73:12 91:7, 23 92:9,23,25 | 240:18 252:18 | 151:14 152:2 |
| terms 95:17 105:21 | 93:3,5 147:10,21 148:17 154:12 | 256:5 261:14 | 154:22 158:7,16, 17,23 163:15,17 |
| test 70:20 147:24 148:2 157:22 | 187:23 192:11 | 264:1 265:23 | 164:5,9,18,22 |
| 187:25 189:2,21, 24 219:24 286:8, 13,15 324:4 | 196:14 203:3 | 266:2,25 267:2 | 165:13,15,19 |
| 327:25 328:1,2,3 | 250:8,15 252:6 | 270:15,16 275:4 | 175:4,6 176:5,8, 14 179:19,20,22 |
| tested 154:14 | 286:12,16 288:14 | 277:4 279:10 | 180:18,21,23 |
| 187:6 193:12 | 301:1 325:4 | 280:3 289:25 | 182:11,24 187:7 |
| 214:20 252:7 | tests 158:5 219:25 | 290:2,23 291:1,5, 18 296:22 297:4 | 219:16 222:22 |
| 300:19 323:5 | 290:23 329:25 | 300:3,4 301:2 | 233:1 236:2 |
| testers 189:21 | texting 131:17 | 302:5 303:11,13 | 246:7,9,15,18 |
| testified 148:23 | texts 114:1 | 311:12 329:8 | 300:14 301:17 |
| 227:15 265:2 | thing 76:4 78:3 | 330:18 | 302:24 304:19 |
| 268:13 273:21 | 100:15 106:18 | thinking 204:24 | Tigger-1 118:21 |
| 279:15,20 288:13 | 109:21 110:1 | thoroughness | 136:5 141:7 |
| 289:5 311:15 | 113:16,18 131:25 | 316:22 | 174:25 180:11 |
| 320:25 321:4 | 133:17 143:17 | thought 79:4 | 181:9 198:5,21 |
| 329:22 331:5 | 146:16 149:16 | 116:6 174:8 | 219:17 221:4 |
| testify 71:3,17 | 184:4 192:19 | 181:16 198:23 | 222:14,22 236:1 |
| 72:3,11,14,16 | 199:3 203:2,24 | 210:14 220:25 | Tigger-2 141:8 |
| 173:18 266:14,20 | 206:24 227:19 | 272:21 294:15 | 176:9 181:21 |
| 305:14 | 260:15 291:7 | thousand 80:12 | 219:4,17 222:13 |
| testifying 76:6 | 302:2 305:1,2 | threat 74:9 | time 63:4,5 64:15, 18 65:13 67:9 |
| 99:2 168:14 | 317:17 318:3 | threats 127:7 | 70:7 71:25 77:19 |
| 173:15 184:25 | 332:21 | threshold 231:12, 23 233:4 | 78:14,16 81:7,22 |
| 233:12 295:17 | things 66:12,17 | thrown 109:21 | 82:10 85:2,11 |
| 327:23 | 67:6,10 80:8,17 | 126:23,24,25 | 86:8 87:7,11 |
| testimony 86:20, 22 87:6 94:16 | 81:16 82:12 | 222:19 | 88:23 90:9,16,20 |
| 161:9 169:14 | 101:19 104:4 | Thursday 195:9 | 91:2,4,12 94:12 |
| 266:21 267:13,17, 20,24 268:15,17, 25 269:17 270:11, 16,18,21 271:1,4, 7,15,16 272:1,24 | 112:10 113:7,10 | tie 86:24 | 95:4,6 96:11 97:8 |
| 273:5,10 275:2, 10,16 280:6,11, 13,17,22 281:5, 11,13,15,20 314:5 | 114:14,16 117:25 | tied 118:20 | 102:16 117:21 |
| | 122:16 145:17 | Tigger 98:14 | 118:7 120:22 |
| | 147:10 148:6 | 99:20 118:20,21, 22 119:10 123:7 | 121:14 135:14 |
| | 151:21 154:1 | 128:18,20 130:12 | 151:13 157:21 |
| | 161:9 166:16 | 133:12,21 136:3 | 160:11 174:23 |
| | 183:24 184:6 | 139:3,9,17,19,21, 22 140:12 141:6, 23,24 142:16 | 183:11,25 187:6, 22 191:5 192:19 |
| | 187:19 188:23 | 144:11,14,20 | 194:12 195:6 |
| | 194:16,20 195:25 | | 198:6 199:8,17 |
| | 196:1,14 200:1 | | 203:4,10,11 |
| | 203:16,17,18,19 | | 204:20,21 206:12 |
| | 204:22 205:8,9,18 | | 210:12,19 212:10 |
| | 206:20 209:23 | | 218:5 221:1,11 |
| | 214:22 216:8 | | |

| | | | |
|---|--|--|---|
| 222:15 226:15 234:14 237:4 238:18 240:22 250:24 251:25 262:25 265:24 270:9 271:4,17,25 272:25 276:22 277:24 278:18 279:13 287:17 288:16 289:5 295:24 300:10 301:14,24 303:25 305:11 315:24 320:25 326:24 327:4,16 330:3 333:8 timeframe 105:4 131:20 timeline 289:7 timely 178:19 203:6 226:23 241:23 times 72:3 84:15 88:7 107:12 113:8 121:4 122:3 146:19 151:5,10 163:2 167:21 183:4,10 194:1 197:16 201:13,21 210:20,21,22 215:13 279:9 283:11 286:1 291:11 309:12 timing 203:4 284:23 title 112:5 137:9 182:22 TMF 263:24 264:5, 8 today 63:3,5,16,20 64:9 65:20 66:2, 17 67:5 76:6 80:5, 18 83:2 85:15 87:22 89:8 91:8 | 95:24 99:2 168:15 184:25 263:4 273:1 294:15 305:18,20 333:17 today's 63:21 276:10 told 102:11 114:7 116:7 118:14 132:20,21 133:17 135:17 138:17 155:22,25 156:12 160:3 162:11 166:1 194:21,25 201:22 215:15 217:2,5 218:9 285:8,17 300:18 tomorrow 248:25 249:1,4 251:18 256:17 257:1,5, 18,24 258:8,17 259:5 277:24 302:19 305:21,24 332:25 333:7,14, 21 tools 288:6 top 108:18 119:15 134:10 142:21 167:9 175:16 193:25 197:12 203:16 206:12 316:12 topics 127:10 Topo 155:18 156:2,3 180:2 194:23 197:23 198:23 200:24 210:6 219:16,21 236:4 240:11 247:4,23 248:24 251:1 256:16 289:8,10,20 291:8 296:20 297:1 311:9,23 312:12 313:13,15 317:6,9 | 321:13 325:5 327:1 328:23 329:2,7 331:6 toss 129:5 total 250:11 310:5 312:7 314:17 318:12,18 319:16, 18 320:15 totally 206:20 tough 109:11 town 107:13,15,16 120:14 track 201:7 tractor 153:9 tradition 315:3 trained 214:14 training 120:2,4 187:17 188:3,9,16 189:11 214:6 transcript 267:11 269:15,18 280:14 transcripts 269:16 transparent 150:11 trash 102:2 119:7 travel 191:5,23 travis 63:8,9 68:1, 13 77:1 99:7 100:9 101:24 102:17 104:18 107:14 114:4,5, 13,23,25 116:7,10 117:18 118:7,10 119:9 129:15 130:15,17 131:1 135:17 137:5 146:18 148:11 150:20 151:11 153:18 155:10,19, 22 179:4 186:14 233:15 248:6 | 308:19 311:19 Travis' 150:3 154:24 Travis's 119:18 treasurer 165:17 treatment 188:8, 14,21 214:19 231:21 tremendously 216:14 trench 153:3 trespassing 147:1 Tricia 219:16 221:18,22 232:25 248:7 triggered 241:8 trouble 80:3,4 226:21 287:21 troubles 72:8 199:1 true 271:13,15 trust 115:1 truth 77:12 tube 113:10 turn 92:9 96:22, 24,25 97:1 118:14 133:3 160:3 169:6 182:17 195:14 312:23 turned 97:3 118:13 153:22 157:12 158:1,3 160:2 182:13,16 226:25 262:13 turning 97:7 128:6 259:13 twenty 77:17 78:2 80:21 81:14 82:25 |
|---|--|--|---|

| | | | |
|---|--|---|--|
| twenty-five 79:15 84:20 85:20 | underlying 69:11 | updated 70:5 310:1 | 4,7 |
| twenty-four 286:13 | understand 67:14 92:13 95:14,23 96:3,23 97:5 99:2 117:9 212:4 268:2 302:4,11 | updates 122:7,21 188:23 | valves 326:5 |
| twofold 230:3 | | upgrade 73:19 90:3 315:3 | variable 180:4 |
| tying 118:16 | understandable 173:24 | upgraded 79:18 80:2 314:20 316:18 | variances 164:14, 20,24 |
| type 79:1 81:11 89:23 110:21 214:20 239:23 253:12 307:5 319:14 324:1,2 | understanding 92:1,25 139:13 175:7 204:3 208:24 215:2 217:15,16 231:20 261:15 281:19 296:9 298:13 312:16 | upgrades 89:6 | varied 197:23 221:1 |
| types 115:16 172:10 196:15 214:22 224:21 243:8 256:3 | understood 97:4 101:9 181:25 224:14 | upgrading 79:25 85:25 | varies 225:17 237:14 261:5 |
| typical 230:8 318:14 | unexpected 291:5 | upheld 242:5 | vary 232:25 |
| Typically 227:22 | unhappy 265:12 | upkeep 110:6 | varying 163:5 |
| | unilateral 229:9 230:2 241:18 278:3,11 296:18, 25 | upset 102:6 | veering 86:15,16 |
| U | unlicensed 71:19 | urgency 211:23 290:4 | vehicle 144:2 |
| | unpaid 155:11 | urgent 121:11 205:23,24 206:21, 24 211:25 212:1 229:14,23 | vents 196:2 |
| Uh-huh 105:3 109:3 196:22 209:9 | unregulated 71:20 72:24 75:2 | usage 101:2,3 | verbal 330:4 |
| ultimately 152:8 153:4,5,9 157:4, 19 171:23 220:6 236:13 282:13 285:15 297:9 313:12 | unsafe 71:11 | useable 239:17 | verbalized 135:8 |
| unable 91:1,3 | unsatisfactory 310:15,18 | users 78:2 84:14, 18 85:20 86:1 89:11 95:2 115:14 122:18 133:1 162:21 163:17 169:21 | verbiage 272:11 |
| unaware 94:6 | unusual 298:23 | utilities 70:18 71:20 78:5 265:14 | verbiages 86:25 |
| uncalled 212:9 | unwilling 91:1,3, 13 | utility 68:22 72:25 74:2,5 75:3 81:11 93:24,25 94:22 100:10 111:3 123:11 126:8 132:23 | verify 94:8 298:1 |
| uncap 331:10 | update 122:20 | V | version 260:3 |
| uncertificated 75:3 | | | versions 225:13 |
| unclear 75:15 248:10 | | | versus 63:8 226:8 285:18 |
| uncommon 222:17 230:17 | | | vibrate 63:19 |
| | | | vice 140:25 |
| | | | view 93:12 312:6 |
| | | | violation 74:7,10 237:22 253:12 284:7 311:2 329:18 330:17 |
| | | | violations 68:3 70:22 73:17 74:13,23 203:19 224:21 227:24 229:3 244:3 246:24 247:2 249:17 251:16 252:1,21 253:11 |

| | | |
|---|---|---|
| 254:9,13 255:24 256:2,3 257:20 261:24 273:12 284:12,15,19 285:2,5,13 296:19 302:23 312:5 315:15,16 317:12, 13 322:17 330:9, 15 violator 253:22 254:5,17,22 violators 230:11 253:24 visit 247:17 308:16 visited 279:23 visiting 280:2 visitor 137:20 visits 280:9 voice 126:18 voicemail 114:19 void 137:4 volatile 323:25 volume 269:18,23 280:14 volumes 269:15 vouchers 286:6 299:25 | waiving 99:3 242:18 walk 175:14 walked 144:1 Wallis 116:24 wanted 71:9 75:22 89:22 90:1 104:24 114:21 116:10,11 140:15,16 145:13 151:6,7 156:13,19 160:9 161:3 162:25 182:8,12 190:21 206:22 227:18 270:8 285:23 292:1 304:23 313:23 warehouse 199:14 warning 249:15 284:2,6,17 washing 183:24 watch 252:17 285:12 330:5 water 63:11,12,13 68:11,15,18,21,23 69:4,10,20,23 70:3,7,11,15,18, 21,22 71:2,11,14, 20 72:5,7,24 73:2, 7,10,12,14,19,21, 23 74:1,5,18,21 75:1,3 77:14,15, 24 78:4,10 80:15 81:6,12 83:1,2,13, 14,15,16,18,24 84:3,8,13,21 85:5, 8,12,17,24 88:3, 11,17 90:2 91:6 92:9 93:7 94:2,25 99:11,23 100:1, 10,16,18,22 102:16 104:6,19 106:12,24 108:14 109:2,8,17 110:5, 11,16 111:5,18 112:5 114:3 115:20 116:2,11, 16 117:18,21,22 118:9,12,13 119:2,4,5 122:18 126:8,10 127:8 128:9,20 132:17 133:3 135:4 139:21,22 141:5 142:12,13 144:14 145:2,20,22 147:10,21,24 148:2,16,17 149:15,18,22 150:4,13 151:7, 12,21 152:2,5 153:3,19,22 156:14 157:10,21, 23,25 158:1,3,4 159:23 160:2,3 161:14 162:10,21 163:15,17 164:5, 6,18,21,22 165:5, 6,13,16,19 166:9, 25 167:1,12,23, 24,25 177:18 178:3,8 179:8,11 181:1 182:13 183:2,15,16,18,21 184:2,7,14 186:6 187:14 189:15,16 190:13,21,23,24 191:12 192:21 193:6,18 194:22 196:10 199:6,8 202:15,18 206:2, 4,6,21 208:24 209:15 216:25 218:1 227:16 230:20,23 231:2, 9,13 232:3,5,21 233:10 234:4,13 235:1,9,14,16 236:8,11,15,19,25 237:6 238:19,20, 23,24 239:7,14 | 240:3 242:1 247:10 250:5,12, 21,24 251:2,4,6 252:17,23 253:5 255:25 256:22 265:15,20 273:16, 23 282:14,16 283:11,22,23 285:12 286:5,6 289:2,18 299:11 300:17 306:14 307:1,24 308:1 310:3 311:17 312:3,7 313:1,5, 14 317:20 318:5, 6,23,24 323:2,11, 19 324:8 325:10 326:1 327:18 329:10 waterborne 328:18 waters 91:24 222:11 236:24 259:21 Waynesville 123:17 124:22,23 164:3 299:15 ways 253:3 weather 315:23 316:10 330:5 Webex 64:8,10 292:19 website 148:1 252:11 253:23 288:9 293:7 299:1 Webster 191:18 Wednesday 277:24 week 119:2 153:2 158:4 179:23 225:18 252:16 255:1 279:6 285:23 286:14 |
| W | | |
| W020240036 266:13 waffled 233:3 wait 316:11 330:7 waiting 157:21 waiver 242:14 260:14 297:18 298:3 | | |

| | | | |
|--------------------------|-------------------------|------------------------|---------------------------|
| 300:15 316:11 | 316:25 323:23 | words 73:24 | 219:3,5 |
| weekend 131:1 | 324:2,5,16 327:4 | work 89:25 90:6 | wrench 331:10 |
| 132:2 135:3,24 | 328:24 331:12,17 | 91:12 92:8 96:9 | write 102:22,25 |
| 278:15 | Wentzille 92:10 | 98:11 105:23 | 165:9,24 166:3,4 |
| weekly 123:4 | whatsoever | 127:9 132:7 | 253:1 301:19 |
| weeks 119:6 | 325:20 | 138:14 145:13 | 309:16 320:9 |
| 135:21 152:12 | wherefore 333:23 | 146:12 154:20 | writing 164:25 |
| 181:19 311:23 | wife 85:6 143:25 | 155:10,12 180:5 | 226:6 244:4 |
| weight 281:14 | 153:18 165:9 | 189:20 197:3 | written 88:5,10,11 |
| wells 68:12,15,19 | 201:24 212:10 | 200:2 209:5 | 208:2 226:16 |
| 69:5,22 70:22,24 | 239:21 259:18 | 213:18,19 214:15, | 234:12 239:19 |
| 72:7,9 73:4,8,19, | 260:18 | 17 218:4,7 219:18 | 262:25 |
| 21 74:18,21 | wind 316:1 330:6 | 232:6 285:4 | wrong 87:1 156:16 |
| 75:13,16,23,24 | windy 315:24 | worked 101:16 | 172:14 199:19,22 |
| 77:14,15,16,23 | 330:1 | 105:25 180:8 | 201:15 |
| 78:7,13,20,24,25 | winter 113:8,9 | 187:22 204:15,17 | wrote 141:1 |
| 79:11,13,17,18, | 183:5 | 210:13,19 217:3 | 170:17 246:13 |
| 20,23 80:1,5,9,10, | Wires 222:15 | 218:5,8 219:19 | 300:10 301:15 |
| 20,22,24 81:13,23 | wise 211:19 | 224:10 308:13 | |
| 82:24 83:4,19,22 | withdraw 79:8 | 309:24 311:22 | Y |
| 84:2,5 85:17 87:3, | withdrawing 91:8 | 322:5 | |
| 4 88:16 89:6,16, | 93:11,19 | working 73:21 | Y-O-U-N-G 306:11 |
| 19 90:2 91:17 | withdrawn 79:7 | 83:10 85:7 145:8, | yard 152:24 |
| 94:25 95:5,6 | witnesses 65:20 | 10 155:18 187:13, | 199:12 |
| 96:19 97:10 | 66:1,5 67:6 73:24 | 20 188:21 191:16 | yards 99:10 |
| 112:17 176:9 | 95:25 96:2 | 200:5 210:8 | 175:11,22,25 |
| 179:18 189:22 | WO 272:24 275:10 | 227:5,12,23 | 176:2,10 217:7 |
| 192:10 196:19 | 276:1 | 295:25 309:21 | 332:6 |
| 197:2 201:15 | WO2024-0036 | works 63:12 | year 72:20 73:13 |
| 206:4 210:8 | 267:12,18 270:17 | 102:17 106:24 | 80:20 88:15 99:12 |
| 217:20 218:22 | 273:5,22 275:2,17 | 108:14 109:2,8,17 | 104:23 105:2,5 |
| 219:7,16 222:10 | 279:14 280:12 | 110:16 115:20 | 113:8,13,17 |
| 228:13 231:10 | 281:6,12 295:17 | 125:4 130:23 | 116:5,8 122:24 |
| 232:4,10,24 | woman 217:3 | 165:5,6 166:9 | 128:7 139:10 |
| 233:4,19 235:16, | wondered 211:17 | 167:12 202:18 | 142:7 177:1 |
| 22 239:1,4,11,12, | word 125:19 | 233:10 234:4,13 | 183:4,10 190:5 |
| 17 240:12,14,15, | 255:15 268:3 | 322:9 | 198:7 203:9 |
| 24 247:8,19,20 | worded 178:21 | world 82:14 | 207:24 216:20 |
| 248:1,3,4,12 | worried 318:15 | worried 318:15 | 230:25 233:5 |
| 261:22 266:7,11, | worry 168:6 | worry 168:6 | 249:24 250:1 |
| 24 273:12 277:7 | worse 198:2 | worse 198:2 | 253:13 260:25 |
| 279:24 288:15 | worst 183:5 | worst 183:5 | 286:7 294:6 |
| 293:20 294:25 | 197:19 198:3,20 | 197:19 198:3,20 | 307:12 310:21 |
| 295:8,14,22 297:3 | | | |
| 304:12,13 309:8 | | | |

311:16 317:2,10

318:7 319:7

year's 249:21

years 71:6 73:17

77:17 78:2 80:21

81:9,14 82:13,16,

25 84:11 89:21,22

90:9 98:18 132:13

149:10 187:15

188:4 189:5

224:5,9,12,13

225:6 287:6

289:15 309:20

319:3,9

yelling 144:1

yellow 166:6

young 65:22 71:3

147:13 201:5

216:4 217:3

305:25 306:1,4,11

332:16