



Control Number: 43146



Item Number: 23

Addendum StartPage: 0

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October 13, 2015

Public Utility Commission of Texas  
Central Records  
1701 N Congress PO Box 13326  
Austin, Texas 78711-3326

RE: *Docket No. 43146, Complaint of Carol D. Gillespie against Avalon Water Supply and Sewer Service Corp.*

**Comments to Response of AWS to Order No. 4**

Dear Public Utility Commission:

The response from Avalon Water Supply was ordered by the Administrative Law Judge to be due on or before October 2<sup>nd</sup>, 2015. However, the response was not received by Central Records of the Public Utility Commission until October 6, 2015. PUC Attorney Katherine Gross received via email on October 2<sup>nd</sup>. Carol Gillespie did not receive until October 5<sup>th</sup> when Attorney Gross forwarded the emailed response to Ms. Gillespie.

The first response by Avalon Water Supply was ordered by the Administrative Law Judge to be due on February 27<sup>th</sup>, 2015. It was also late, since it was not filed with the PUC until March 4, 2015. Missing deadlines appears to be a pattern by Avalon Water Supply and their attorney.

Attorney Hess continues to state that the Public Utility Commission does not have jurisdiction in this matter. However, the Texas Water Code states otherwise. In fact, PUC Staff Attorney, Katherine Gross, has written in her recommendation, "Ms. Gillespie alleges that Avalon's bylaws require Avalon to follow the Texas Open Meetings Act and that Avalon has violated the Texas Open Meetings Act. This allegation, if true, would give the Commission jurisdiction over Avalon because TWC § 13.004 authorizes the Commission to exercise jurisdiction over certain water supply corporations (WSCs,) specifically if the WCS " is operating in a manner that does not comply with the requirements for classifications as a nonprofit water supply or sewer service corporation prescribed by Sections 13.002(11) and (24). "TWC § 13.002(24) defines a WSC as a nonprofit corporation that, among other things, is operating in accordance with by-laws that ensure that it is member-owned and member-controlled."

It also seems doubtful that the PUC Administrative Law Judge, Susan E. Goodson, would have required Avalon Water Supply to provide additional documentation if the PUC did not have jurisdiction. ***If the Public Utility Commission does not have jurisdiction over Texas Water Code Section 13.002(24), then which state agency does?***

Judge Goodson's order listed six items that Avalon Water Supply needed to provide:

1. **A copy of Avalon's current bylaws, and an acknowledgement from Avalon, if true, that those bylaws require Avalon to follow the Texas Open Meetings Act.**

While Avalon Water Supply does acknowledge that they are subject to the Texas Open Meetings Act, they failed to provide a copy of Avalon's current bylaws as requested in the order.

2. **A copy of the notice of potential violation from the Texas Commission on Environmental Quality dated April 17, 2014 (the exit interview form attached to Avalon's Response to Ms. Gillespie's complaint is from March 5, 2014), or other documentation that shows that the May 8, 2014 emergency meeting called by Avalon was necessary due to an "imminent threat to public health and safety."**

The May 8, 2014 meeting was actually a regularly scheduled monthly meeting for Avalon Water Supply. The meeting notice/agenda was posted giving the 72 hour notice for meetings required by the Texas Open Meetings Act. However, an additional "emergency" agenda item was posted the afternoon of May 8<sup>th</sup> regarding signing a resolution for the purchase of land. Exhibit A.

The supplemental notice that Avalon Water Supply posted on May 8, 2014 at 12:56PM does not clearly identify an emergency and, thus, the item was not a lawfully added agenda item. The agenda item only mentions a land purchase, not an "imminent threat to public health and safety."

*Sec. 551.045(c) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice under this section.*

Avalon provided both the Notice of Violation dated April 17, 2014, and a Summary of Investigation Findings with comments dated April 16, 2014. However, neither the Notice of Violation (NOV) nor the Summary of Investigation Findings which is referenced in the NOV state the broken pipe is a health or safety concern. The Summary of Investigation Findings states the violation is for TWC Chapter 26.121. TWC Chapter 26.121 is primarily concerned with pollution:

*Texas Water Code Sec. 26.121. UNAUTHORIZED DISCHARGES PROHIBITED. (a) Except as authorized by the commission, no person may:*

*(1) discharge sewage, municipal waste, recreational waste, agricultural waste, or industrial waste into or adjacent to any water in the state;*

*(2) discharge other waste into or adjacent to any water in the state which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state, unless the discharge complies with a person's:*

*(A) certified water quality management plan approved by the State Soil and Water Conservation Board as provided by Section 201.026, Agriculture Code; or*

*(B) water pollution and abatement plan approved by the commission; or*

*(3) commit any other act or engage in any other activity which in itself or in conjunction with any other discharge or activity causes, continues to cause, or will cause pollution of any of the water in the state, unless the activity is under the jurisdiction of the Parks and Wildlife Department, the General Land Office, the Department of Agriculture, or the Railroad Commission of Texas, in which case this subdivision does not apply.*

*(b) In the enforcement of Subdivisions (2) and (3) of Subsection (a) of this section, consideration shall be given to the state of existing technology, economic feasibility, and the water quality needs of the water that might be affected. This subdivision does not apply to any NPDES activity.*

*(c) No person may cause, suffer, allow, or permit the discharge of any waste or the performance of any activity in violation of this chapter or of any permit or order of the commission.*

*(d) Except as authorized by the commission, no person may discharge any pollutant, sewage, municipal waste, recreational waste, agricultural waste, or industrial waste from any point source into any water in the state.*

*(e) No person may cause, suffer, allow, or permit the discharge from a point source of any waste or of any pollutant, or the performance or failure of any activity other than a discharge, in violation of this chapter or of any rule, regulation, permit, or other order of the commission.*

Unable to provide any documentation from TCEQ that specifically states the violation resulting in the NOV was an "imminent threat to public health and safety," Attorney Hess uses 5 ½ pages of her 10 page response detailing the sale of the land by the Gillespie family to the Avalon Water Supply. All of this was covered in the first response back in March 2015. There is no need to go back over it again. Everyone involved knows it was contentious, but it is over. The PUC has no jurisdiction in this matter. The PUC is to determine if Avalon Water Supply violated their by-laws by not following the Texas Open Meetings Act.

There is one statement in Avalon Water Supply's response that stands out, "In addition, Avalon learned shortly after May 4, 2014 that one of the title company's requirements for closing was a corporate resolution signed by a majority of Avalon's directors authorizing the sale." The regularly scheduled monthly meeting of Avalon Water Supply was held on May 8<sup>th</sup>, 2014 at 7PM. There was ample time for a 72 hour notice for the agenda item, "Adoption of resolution of the Board of Directors authorizing the purchase of approximately 1.01 acres of land adjacent to the Avalon Water Supply and Sewer Service Corp. Wastewater Treatment Plant." Seventy-two hours prior to the May 8<sup>th</sup> meeting would have been at 7PM on May 5<sup>th</sup>.

If the item could not have been added to the May 8<sup>th</sup> meeting agenda with a 72 hour notice, there was time to call a Special Meeting with a 72 hour notice. Closing was not scheduled until May 22, 2014.

Attorney Hess's claims that, "Texas courts have determined that a subsequent, full notice will cure any defect in the original notice and eliminate any violation of the Open Meetings Act." Can Attorney Hess provide a ruling from a Texas court stating that? The complainant is aware of cures for other Texas Open Meeting Act violations, but is not aware of this one. Of course, the complainant is not an attorney.

While there was a special meeting called on May 15, 2014 to "cure" this violation, a new resolution was not completed. The resolution dated May 8<sup>th</sup> was submitted to the title company. Also, the "cure" would be for criminal violations of the Texas Open Meetings Act. The PUC does not have jurisdiction in criminal matters. The PUC is to decide whether Avalon Water Supply violated their bylaws. The complainant is unaware of any "cure" for violations of the by-laws. However, the complainant is not an attorney. EXHIBIT B.

The majority of Avalon Water Supply's response regarding this issue is nothing more than a continuation of the personal attack that Attorney Hess began against Ms. Gillespie in the first response to the PUC back in March 2015. She writes, "This situation was a direct result of Gillespie's behavior." This complaint is not about the behavior of Ms. Gillespie. It is about the actions of Avalon Water Supply.

The attorney continues on page four, "Gillespie has been filing frivolous and groundless complaints with Avalon and with state agencies regarding Avalon for a number of years. Due to her contentious, erratic, contradictory, and apparently unstable behavior in her interactions with Avalon, Avalon employees did not want to enter the easement area without her permission and take the chance of either being met by an irate Gillespie holding a shotgun or expending time and attorney's fees costs (SIC) to defend against a frivolous criminal trespass complaint."

Attorney Hess really needs to reconsider the above paragraph. The PUC is only interested in facts, not conjecture. Attorney Hess has cited no proof of any unstable behavior by Gillespie. What qualifications and credentials does Attorney Hess possess that allow her to diagnose mental health issues? Perhaps, the attorney needs to review the Texas State Bar's Disciplinary Rules of Professional Conduct.

These comments are nothing more than a personal and hostile attack on the complainant. Attorney Hess and Avalon Water Supply need to consider an immediate retraction of the above statement. Calling the complainant "unstable" in a public document may be considered grounds for a defamation of character or libel lawsuit.

Ms. Gillespie has had only limited contact with Attorney Hess. Although Attorney Hess has represented Avalon Water Supply on several issues since November 2013, she has never attended any meetings of the Board of Directors. The two met once in Ms. Gillespie's attorney's office on February 3, 2014 for a meeting.

In addition, it is very ironic that Avalon's employees were so concerned about Ms. Gillespie holding a shotgun on them while they repaired the effluent pipe but, less than 5 months later they installed a 1300 foot water pipe on other property belonging to the Gillespie family. This makes absolutely no sense. They don't feel comfortable repairing one or two breaks in a 150 foot pipe, yet have no problem installing a 1300 foot pipe just a few months later on another property owned by the Gillespie family?

Has anyone associated with Avalon Water Supply ever seen or heard Ms. Gillespie threaten anyone with a gun? Has anyone ever seen Ms. Gillespie shoot a gun? Has anyone associated with AWS ever seen Ms. Gillespie hold a gun? In fact, Ms. Gillespie does not own any guns other than the guns that the three sisters inherited from their father. They are kept as keepsakes only, and will be given to Ms. Gillespie's great-nephews when they are older. Again, this is a hostile attack without basis on Ms. Gillespie.

Attorney Hess also continues to bring up the issue of whether Avalon Water Supply held an easement for the area of land where the effluent pipe is located. The easement on file is as follows, "Being a strip of land across the tract referred to above, ten (10) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed, except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land ten (10) feet in width, with the centerline thereof being the pipe line as installed." EXHIBIT C.

The attorney neglects to tell the PUC that Avalon Water Supply had TWO sets of pipes on the Gillespie property. The influent pipe runs north to south on the entire east side of the property still owned by the Gillespie Family. The effluent pipe is an approximately 150 foot pipe that ran west to east from the waste water facility to a small creek. This property was sold to Avalon Water Supply in May 2014. The easement cannot be for both pipes since they are in completely different areas. The easement is for "a strip of land," not TWO strips of land.

If Attorney Hess continues to claim that the one recorded easement is for the property recently purchased by Avalon Water Supply, then there is a huge problem. That would mean that Avalon Water Supply has an influent pipe on Gillespie property with no valid easement. Avalon Water Supply and their attorney simply cannot keep pointing to this one easement and saying it belongs to whichever set of pipes is convenient for them at the moment. Attorney Hess and Avalon Water Supply need to be very careful regarding statements made about the easement in this public document. These statements could have serious legal ramifications for Avalon Water Supply in the future.

The complainant will not address any of the other statements made by Attorney Hess on behalf of Avalon Water Supply regarding this issue. We feel that we have proven that Avalon Water Supply violated the Texas Open Meetings Act, and thereby, their own by-laws. There is no need to address all the information that Attorney Hess included. Perhaps this tremendous amount of information included regarding the sale of land when the PUC only requested a copy of the NOV was a poorly designed legal strategy to take the focus away from the true issue.

**3. Documentation that David Waishes was present at the May 8 or May 15, 2014 open meetings, and if not, the specific legal basis for signing the May 8, 2014 Corporation Resolution.**

It seems that Avalon Water Supply has changed their stance on who was present at the meetings. In the original response to the PUC in March 2015, it is stated, "That one director who was not at the May 8<sup>th</sup> meeting but who attended the May 15, 2014 meeting signed the resolution at that second meeting...." Now, the response is, "David Waishes was not present at either meeting, however he signed the resolution after the meeting." It appears that Avalon Water Supply and their attorney were not completely honest with the Public Utility Commission in the first response. Are there other statements in Avalon Water Supply's first response that need to be questioned? There could be some credibility issues here.

The resolution is dated May 8, 2014. The minutes from the May 8, 2014 meeting state, "Board members signed the resolution regarding this purchase." There is nothing in the minutes stating that a vote took place to approve the resolution. The act of signing the resolution was the vote. If Mr. Waishes signed after the meeting, then he voted without being present at the meeting. This is a clear violation of the Texas Open Meetings Act and, thus, the bylaws of the corporation. EXHIBIT D.

Attorney Hess writes, "There is no Texas law, whether the Texas Business Organizations Code, the Texas Non-Profit Corporations Act, the Texas Water Code, or any other law that prohibits the signing of this resolution in this way by Mr. Waishes." Attorney Hess failed to mention the Texas Open Meetings Act. The Texas Open Meetings Act contemplates that board members will be present at meetings in order to participate. The attorney general explains that the purpose of requiring the board to act as a body at a meeting is "to afford each member of the body an opportunity to be present and to impart to his associates the benefit of his experience, counsel, and judgment, and to bring to bear upon them the weight of his argument on the matter to be decided by the board, in order that the decision . . . may be the composite judgment of the body as a whole." Tex. Att'y Gen. LO-94-028 at 2 (1994) (quoting *Webster v. Texas & Pac. Motor Transp. Co.*, 166 S.W.2d 75, 77 (Tex. 1942)). Therefore, Board members must be present at Board meetings to vote.

Attorney Hess states in the response, "Therefore, the corporate resolution was legitimate and valid at that point, without any further signatures." No, it was not. The resolution itself reads, "The undersigned, being all members of the Board of Directors of Avalon Water Supply and Sewer Service Corporation, a Texas corporation (the "Company"), acting pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, adopt by consent the following resolution...."

The reason Mr. Waishes signed the document without being present is because the document itself states it is pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code. The Code states that it must be unanimous.

*Sec. 6.201. UNANIMOUS WRITTEN CONSENT TO ACTION. (a) This section applies to any action required or authorized to be taken under this code or the governing documents of a filing entity at an annual or special meeting of the owners or members of the entity or at a regular, special, or other meeting of the governing authority of the entity or a committee of the governing authority.*

*(b) The owners or members or the governing authority of a filing entity, or a committee of the governing authority, may take action without holding a meeting, providing notice, or taking a vote if each person entitled to vote on the action signs a written consent or consents stating the action taken.*

*(c) A written consent described by Subsection (b) has the same effect as a unanimous vote at a meeting.*

*(d) A filing instrument filed with the filing officer may state that an action approved by written consent or consents has the effect of an approval by a unanimous vote at a meeting.*

**4. Documentation that Jimmy Brown and Matilda Williams were present at the February 24, 2015, monthly meeting of Avalon, and if not, the specific legal basis for their signing any resolutions passed at that meeting.**

Attorney Hess states, "The same discussion and authorities in Paragraph 3 above regarding the May 8 and May 15, 2014 meeting apply equally for Jimmy Brown and Matilda Williams and the February 24, 2015 regular meeting and their execution of any resolutions approved and signed at that meeting."

We must assume that Attorney Hess is stating that Jimmy Brown and Matilda Williams were not present at the February 24, 2015 meeting. The meeting was actually a "Special Meeting." The regular monthly meeting of Avalon Water Supply scheduled for February 12<sup>th</sup> did not take place because there was no quorum of the Board. The date on the resolution reads, "Executed as, but not necessarily on, February 12, 2015."

Again, the Texas Open Meetings Act contemplates that board members will be present at meetings in order to participate. The attorney general explains that the purpose of requiring the board to act as a body at a meeting is "to afford each member of the body an opportunity to be present and to impart to his associates the benefit of his experience, counsel, and judgment, and to bring to bear upon them the weight of his argument on the matter to be decided by the board, in order that the decision . . . may be the composite judgment of the body as a whole." Tex. Att'y Gen. LO-94-028 at 2 (1994) (quoting *Webster v. Texas & Pac. Motor Transp. Co.*, 166 S.W.2d 75, 77 (Tex. 1942)).

Also, this resolution states, "...acting pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code..." The Texas Business Organizations Code states, "The owners or members or the governing authority of a filing entity, or a committee of the governing authority, may take action

without holding a meeting, providing notice, or taking a vote if each person entitled to vote on the action signs a written consent or consents stating the action taken." This resolution was not unanimous because Gary Low did not sign it. Mr. Low did not resign from the Board until June of 2015.

Again, signing the resolution to hire Attorney Hess without benefit of a vote by the Directors of Avalon Water Supply in an open public meeting is a violation of the Texas Open Meetings Act. The Board did take a vote in the February 24, 2015 meeting to ratify the resolution, but by that time Attorney Hess was already hired and working on the response for the PUC. And, according to the Open Meetings Handbook 2014 written by the Texas Attorney General's Office, *"A governmental body cannot give retroactive effect to a prior action taken in violation of the Act, but it may ratify the invalid act in an open meeting held in compliance with the Act. The ratification will be effective only from the date of the meeting at which the valid action is taken."*

It appears that Avalon Water Supply is attempting to use signing resolutions outside of a legally noticed open meeting as a way of circumventing the Texas Open Meetings Act.

**5) Documentation that the hiring of a CPA firm on or before August of 2014 was voted on at a public meeting, and if not, the justification for not doing so.**

Avalon Water Supply's response is, "The agreement to retain a CPA for Avalon did not require the consent of Avalon Directors at an open meeting. Article XIII of the Avalon Bylaws specifically authorizes the use of a manager to hire employees and other personnel."

Here is the entire Article XIII of the Avalon Water Supply Bylaws, "The business of the Corporation shall be handled under the direction of the Board of Directors by a manager to be elected by a majority vote of the Board. The manager shall serve with or without compensation. The manager, with the approval of the Board of Directors, may employ, with or without compensation, such supervisory, clerical or other employees as may be required to effectively operate the business of the Corporation."

A CPA is not an employee of the corporation. A CPA provides professional services to the corporation, just as an attorney does. Why was it necessary for the Board to have a resolution signed to hire the attorney, but not the CPA?

The by-laws state that the manager "with the approval of the Board" may employ personnel. The bylaws do not state that GM has the authority to hire personnel on their own. And, the bylaws of Avalon Water Supply do not state that the General Manager has the authority to enter into contracts for professional services.

The Directors did not vote to approve the hiring of the CPA during the August 2014 meeting. They voted to approve the Consent Agenda which contained the General Manager's report. In his oral report, the GM stated that he had hired a CPA firm. The CPA was already hired prior to the August 2014 meeting. If the Board needed to hire a CPA firm, it should have been listed on the agenda as an action item. Once again, Avalon Water Supply is attempting to circumvent the Texas Open Meetings Act. This time by use of the consent agenda. In this instance, a CPA firm was hired outside of a meeting without a vote by the Board of Directors. Then after the firm was already hired, it was mentioned casually in a meeting during the GM's oral report in the Consent Agenda portion of the meeting instead of placing on the Action Agenda.



Attorney Hess also states, "A copy of the minutes for that meeting is attached as Exhibit G." Those are not minutes from the August 2014 meeting. Avalon Water Supply discontinued the practice of written minutes beginning with the August 2014 meeting. They claim the recordings of the meetings are "minutes." And, those recordings are what is being approved by the Board. The attached Exhibit G is merely someone's typed notes while listening to the recording. There is no name on it, so we do not know who typed this and if it is even accurate. The Board did not vote to approve it. The PUC should not accept this document as evidence. If Avalon Water Supply wishes to submit minutes to the PUC, then an official transcript of the recording should be submitted. However, in this case it will make no difference. The Board did not vote to hire a CPA firm. They voted to approve the consent agenda.

Avalon Water Supply violated the Texas Open Meetings Act by not placing the hiring of the CPA firm on the agenda as an action item. Since their bylaws state that they must follow the Texas Open Meetings Act, this is also a violation of their bylaws. They further violated their bylaws by allowing the General Manager to hire the CPA firm.

**6. Documentation that checks issued by Avalon for the last three months have been signed according to Avalon's bylaws.**

Attorney Hess wrote, "Please see the statement of Avalon's Treasurer and Manager attached to this response as Exhibit H. "

What does this statement prove? It's not even a sworn affidavit. And, it's not even dated. So, what three months?

Plus, I would like to point out in the Board meeting of Avalon Water Supply September 10, 2015, JoBeth Martin, the GM, spoke of her intent to resign. She said she would remain with the corporation to sign documents, etc. until a replacement was named. The Board agreed to place filling the position on the agenda for the next meeting (October 8<sup>th</sup>). So, who made Calvin Phillips the Acting General Manager? When did this happen? It was not voted on in a legally posted open meeting of the Directors of Avalon Water Supply.

The By-laws state that, "The business of the Corporation shall be handled under the direction of the Board of Directors by a manager to be elected by majority vote of the Board."

There is an item on the agenda for the next monthly meeting (October 8, 2015) to appoint Calvin Phillips as General Manager. But that had not happened when Avalon Water Supply's response was submitted to the PUC. EXHIBIT E.

While it is not up to the complainant to decide how the PUC proceeds, I would like to ask the judge to take into consideration the continuing hostility that Avalon Water Supply and their attorney have demonstrated towards the Gillespie family over the past four years. My first complaint to TCEQ back in July 2013 was resolved when AWS was required to under training on conducting meetings and required to submit notices/agendas and minutes to TCEQ every month through May 2014. However, I don't believe the Board members participated in the training and as soon as AWS was no longer charged with submitting the documents, the meetings again became an issue.

The Gillespies tried to end their issues with the Board in January 2012 when they offered to sell their 11 acres near the waste water facility to AWS. Then again in May 2014 by selling land to Avalon Water

Supply where the 150 foot effluent pipe was located. As part of this agreement, Carol Gillespie dropped all protests with TCEQ against their waste water permit renewal. However, within 5 months a 1300 foot water pipe belonging to Avalon Water Supply was installed on another property belonging to the Gillespie family. A timeline of hostile actions of Avalon Water Supply against the Gillespie family is attached. EXHIBIT F.

In addition, Avalon Water Supply has not followed orders issued by the PUC. Responses have not been filed on time, and responses have not been completely honest. Even though there is an open complaint against Avalon Water Supply regarding them not adhering to the bylaws because they are not following the Texas Open Meetings Act, they are still failing to follow TOMA. The Board is still not stating the section of Chapter 551 that the closed meeting is held under.

*Sec. 551.101. REQUIREMENT TO FIRST CONVENE IN OPEN MEETING. If a closed meeting is allowed under this chapter, a governmental body may not conduct the closed meeting unless a quorum of the governmental body first convenes in an open meeting for which notice has been given as provided by this chapter and during which the presiding officer publicly:*

- (1) announces that a closed meeting will be held; and*
- (2) identifies the section or sections of this chapter under which the closed meeting is held.*

In the September 10, 2015 meeting, the President insisted on going into closed session to discuss the appointment of Candice Brewster to fill an open position on the Board. When asked by a member which section of Chapter 551, he had difficulty responding. He finally stated it was, "a security issue." However, the section of Chapter 551 that allows for closed session regarding security issues does not apply to board member appointments. It allows for closed session only to discuss security devices or security audits.

*Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. This chapter does not require a governmental body to conduct an open meeting to deliberate:*

- (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.*

In the October 8, 2015 meeting, it was discussed that the corporation had paid over \$40,000 to repair one of the wells in August without voting in a public meeting to authorize the expenditure. The President claimed it was an emergency, and there was not time for a meeting. The well went down on August 20<sup>th</sup> or 21<sup>st</sup>. Repairs did not begin until August 25<sup>th</sup>.

The Texas Open Meetings Act has provisions for an emergency meeting with a 2 hour notice. Ironically, Item #2 of this complaint deals with Avalon Water Supply adding a land purchase to an agenda with less than the required 72 hour notice, and calling it an emergency. So, an expenditure for \$6,265 to purchase land must be approved by the Board, but over \$40,000 to repair the well doesn't have to be approved by the Board? This makes no sense.

In the October 8, 2015, the Board President stated that the Board could just place the well repairs on the agenda for a future date and ratify the decision. But, according to the Open Meetings Handbook 2014 written by the Texas Attorney General's Office, *"A governmental body cannot give retroactive effect to a prior action taken in violation of the Act, but it may ratify the invalid act in an open meeting held in compliance with the Act. The ratification will be effective only from the date of the meeting at which the valid action is taken."*

And, Calvin Phillips signed a document as "Acting General Manager" submitted to the PUC on October 6<sup>th</sup>. The Board never voted to make him Acting General Manager. He was voted General Manager on October 8<sup>th</sup>.

The PUC has the authority to place AWS in receivership according to the Texas Administrative Code, Rule §24.142. While this may seem like a drastic measure, it may be the only way to change the focus of Avalon Water Supply back to where it needs to be. Their focus needs to be on providing clean water and a sanitary sewer system for the community. They need to apply for grants to update an aging infrastructure. Their focus does not need to be harassing a family over land issues. Four years is long enough.

*CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.*

*Subchapter J. ENFORCEMENT, SUPERVISION, AND RECEIVERSHIP.*

*§24.142-1 effective 9/1/14*

*(P 42190)*

*§24.142. Operation of Utility that Discontinues Operation or is Referred for Appointment of a Receiver.*

*(a) The commission, after providing to the utility notice and an opportunity for a hearing, may authorize a willing person to temporarily manage and operate a utility that:*

*(1) has discontinued or abandoned operations or the provision of services;*

*(c) Abandonment includes, but is not limited to:*

*(6) displaying a pattern of hostility toward or repeatedly failing to respond to the commission or the utility's customers;*

If the Public Utility Commission requires any additional information, please don't hesitate to contact me through phone or email.

Respectfully,



Carol Gillespie

CC: Ms. Katherine Gross (email)

CC: Ms. Aimee Hess (USPS Certified Mail #70120470000240642991)

2014 MAY -8 PM 12:56

FILED FOR RECORD  
CINDY POLLEY

AVALON WATER SUPPLY & SEWER SERVICE CORP. CLERK

PO BOX 70

AVALON, TX 76829

972-627-0044

May 8, 2014

**EMERGENCY NOTICE OF ADDITION TO AGENDA FOR DIRECTORS  
MEETING OF MAY 8, 2014**

The following item is added to the existing agenda for the Directors Meeting scheduled for May 8, 2014:

Adoption of resolution of the Board of Directors authorizing the purchase of approximately 2.00 acres of land adjacent to the Avalon Water Supply and Sewer Service Corp. Wastewater Treatment Plant.

All other matters remain unchanged.

Robin Donaldson, Secretary



Gillespie Exhibit A

# Gillespie Exhibit B

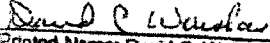
Avalon Water Supply and Sewer Service Corporation

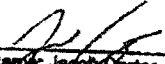
## Corporate Resolution


The undersigned, being all members of the Board of Directors of Avalon Water Supply and Sewer Service Corporation, a Texas corporation (the "Company"), acting pursuant to the provisions of Section 6.201 of the Texas Business Organizations Code, adopt by consent the following resolution:

RESOLVED that Ed Hettinger, Manager of the Company, is authorized to execute and deliver, on behalf of and in the name of the Company, any agreements, documents or instruments, and to take or cause to be taken any action necessary or appropriate in connection with that certain Farm and Ranch Contract executed as of May 5, 2014, by and between Carol Gillespie, Marcia Gillespie and Mary Grace Gillespie Bates, as Seller, and Avalon Water Supply and Sewer Service Corporation, as Buyer, (the "Contract") for the property described in that Contract (the "Property") or to accomplish the purchase of the Property by the Company, in the form and with the provisions that Ed Hettinger may deem proper.

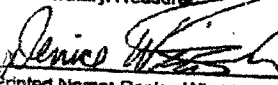
Executed as, but not necessarily on, May 8, 2014.


 *Sup*  
Printed Name: David C. Waishes  
Its: President

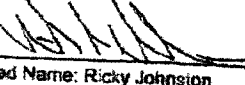
  
Printed Name: Jacob Carter  
Its: Vice President

  
Printed Name: Robin Donaldson  
Its: Secretary/Treasurer

  
Printed Name: Manuel Rodriguez  
Director

  
Printed Name: Denise Wimble  
Director

  
Printed Name: Gary Low  
Director

  
Printed Name: Ricky Johnson  
Director

# Gillespie Exhibit B

#4319 Easement Gillespie et ux to Avalon Water Supply and Sewer Service corp.  
THE STATE OF TEXAS }  
COUNTY OF ELLIS } KNOW ALL MEN BY THESE PRESENTS: 4319

That We, Pete Gillespie and wife, Mary Lou Gillespie,

of the County of Ellis, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Avalon Water and Sewer Service Supply/Corporation, hereinafter called "Association", a perpetual easement and right-of-way for the purpose of constructing, sewer operating and maintaining a sewer pipe line over and across Grantor's land in Ellis County School Land Survey, Abstract No. 329, Ellis County, Texas, more particularly described in deed from Joe L. Gillespie et ux. to Pete Gillespie et ux. dated October 9, 1959, and recorded in Volume 471 Page 70 of the Deed Records of said County and containing 40.5 acres.

~~Being a strip of land across the tract referred to above, ten (10) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed, except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land ten (10) feet in width, with the centerline thereof being the pipe line as installed.~~

Being a strip of land across the tract referred to above, ten (10) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed, except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land ten (10) feet in width, with the centerline thereof being the pipe line as installed.

*will be sufficient to show  
to Avalon, Inc.  
11/21/70*

Gillespie Exhibit C

**AVALON WATER AND SEWER SERVICE CORPORATION**  
**BOARD OF DIRECTORS MEETING**  
**May 8, 2014**  
**MINUTES**

Call meeting to order, determine presence of a quorum, and declare notices legally posted pursuant to Open Meetings Act.

- The Board of Directors of Avalon Water and Sewer Service Corporation met for their regularly scheduled meeting at the First Baptist Church, Avalon, Tx at 7:00 p.m. on Thursday, May 8, 2014.
  - Directors present were Jacob Carter, Gary Low, Robin Donaldson, Manuel Rodriguez, Ricky Johnston and Denice Wimbish. Also present, General Manager, Ed Hettinger and Operations Manager Gregg Rodriguez.
  - Visitors present were Candice Brewster and Jan Hettinger.
1. Vice President Jacob Carter, called the meeting to order at 7:00 p.m. A quorum was declared present. General Manager stated notices were legally posted according to TOMA. An emergency agenda item for the meeting was posted at 2:12 p.m., on May 8, 2014, meeting the minimum two hour time required by TOMA.
  2. Visitors comments and concerns
    - Candace Brewster, stated several times that the item added was not an emergency item. Ed Hettinger stated that it was an emergency item. Candace also stated that the grievance form approved at the last meeting was not on the agenda. The grievance form will be on next month's meeting agenda to approve.
  3. Review minutes of regular meeting of April 10<sup>th</sup> and accept or amend.
    - Motion made by Gary Low to accept the minutes as written. Second by Manuel Rodriguez. Motion passed unanimously.
  4. Review financial report and accept or amend.
    - Jan presented the financial report. Motion made by Manuel Rodriguez to accept the report. Second by Denice Wimbish. Motion passed unanimously.
  5. Replace Ricky Johnston on Credentials Committee since he will be up for re-election next year.
    - Gary Low volunteered to serve on the Credentials Committee.
  6. Discuss interior refinishing of large storage tank.

Gillespie Exhibit D

- Ed had three estimates from H2O Steel Contractors and one from Cate Welding.
  - Motion made by Ricky Johnston to accept the second bid from H2O Steel Contractors at a cost of \$22,500.00. This bid includes labor and material to blast and paint the whole interior of the ground storage tank with two coats of epoxy. Motion second by Manuel Rodriguez. Motion passed unanimously.
7. Operations Manager's Report
- Gregg Rodriguez has made modifications at the waste water plant. Modifications include timers on pumps. This will allow the pumps to work in an alternating pattern and increase their longevity. Gregg stated that the road bore on Cartwright road should be done in the next couple of weeks.
8. General Manager's Report
- Ed Hettinger spoke regarding the purchase of 1.01 acres of the Gillespie land. The cost is \$5,095.00 plus expenses associated with closing.
  - Board members signed resolution regarding this purchase.
  - It is required that we have an engineer to sign off the on the avenues we choose to pursue regarding improvements, enclosure/fencing, etc. once the property is in our possession. We have also sought expert advice from TRWA for this endeavor.
9. President's Report
- None, David Waishes, not present at the meeting.
10. Open Forum
- Candace Brewster began to discuss past Credentials Committee issues.
  - Jan Hettinger stated that she and Candace could speak after the meeting regarding this matter.
11. Adjournment
- Robin Donaldson made a motion to adjourn at 7:35 p.m. Second by Denise Wimbish. Motion passed unanimously.

Approved by the board of directors this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Jacob Carter, Vice-President

\_\_\_\_\_  
Robin Donaldson, Sec/Treas



2015 OCT -5 PM 3:08

FILED FOR RECORD  
CINDY POLLEY  
ELLIS COUNTY CLERK

**Avalon Water Supply and Sewer Service Corp.**

PO Box 70

Avalon, TX. 76623

**Agenda**

**Officers**

David Waishes, President

Jacob Carter, Vice-President

Robin Donaldson, Secretary/Treasurer

**Directors**

Denice Wimbish

Jimmy Brown

Matilda Williams

*Denice Brewster*  
3:04 PM  
*all*

**Notice of Monthly Meeting for Oct 8th, 2015**

The regular meeting of Avalon Water Supply And Sewer Service Corp. will be held at the First Baptist Church, 206 Giles St., Avalon, Texas on Thursday, Oct, 8th, 2015 at 7:00 p.m.

1. Call meeting to order.

- A. Verify presence of quorum
- B. Declare notices legally posted according to TOMA

2. Consent Agenda: All matters listed under this section, are considered to be routine by the Board of Directors and will be enacted/approved by one motion. Approval of the Consent Agenda authorizes the General Manager to execute all matters necessary to implement or make suggested changes to each item. There may be separate discussion of these items and any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the Board.

- A. General Manager's report.\*
- B. Operators report.\*
- C. President's report.\*
- D. Minutes of Monthly Meeting of Sept 10th, 2015.\*\*
- E. Financials.\*\*\*

3. Action Agenda: The Board reserves the right on all matters listed under this section to take action by motion and vote. Said action including but not limited to; Discuss, amend, table, approve or reject as is determined appropriate by the majority of the quorum.

- A. Vote to accept Jo Beth Martins proposal to step out and appoint Calvin Phillips General Manager of Avalon Water and Sewer Service Corp.
- B. Present information on fire hydrant additions and proposed locations.

4. Open Public forum: limited to three minutes per speaker. No action and only limited discussion on topics not on the agenda from the board member are allowed.

*Gillespie Exhibit E*


5. Adjournment.

The governing body of Avalon Water Supply And Sewer Service Corp. reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed in this agenda, in the order deemed appropriate, and authorized by Texas Government Code 551, or to seek the advice of an attorney on any matter in which the duty of the attorney to Avalon Water Supply And Sewer Service Corporation under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551 or as otherwise may be permitted under 551

\* All verbal report will be available only on the digital copy of the minutes.

\*\* Copies of all will be available in digital format during normal office hour no earlier than two working days after the meeting. Charges for copy/copies will apply, in accordance to Texas Government Code, Chapter 551 subsection B sec 551.021.

\*\*\* Copies will be available the night of the meeting at no cost. For copies after meeting refer to above.

  
Robin Donaldson, Secretary/Treasurer  
Or Authorized Agent

## TIMELINE OF AGGRESSIVE AND HOSTILE BEHAVIOR TOWARDS GILLESPIE FAMILY

October 2010 - Avalon Water Supply (AWS) refused to take no for an answer when the Gillespie family refused to sell or donate land for a new waste water facility. Instead, Carol Gillespie suggested that the corporation purchase land adjoining the facility on the opposite side, since that land was already for sale. This new facility has never been built because AWS does not have the funds.

June 2011 - AWS submitted a renewal application for the waste water facility stating that they were in the process of acquiring 500 feet restricted easements for buffer zones on Gillespie land. However, neither AWS nor the TCEQ notified the land owners as required by law. TCEQ later required (January 2012) AWS to file a major amendment application rather than a renewal, and to notify adjacent land owners.

September 2011 - During a presentation on the waste water facility at an AWS meeting, the Gillespies were called "difficult land owners" because they would not "give" 500 feet restricted easements to AWS. However, the family knew nothing about the need for restricted easements or the renewal application prior to this meeting.

October 2011 - AWS told TCEQ that the Gillespie land had recently been inherited and they did not know the heirs, so they could not contact them about restricted easements. The current owners have owned the land since 1997. Our father died in 2004 and our mother in 2009. The land was not inherited. The family also knew several of the Board members personally. How could they ask us to donate or "sell at a cheap price" if they did not know the land owners?

TCEQ invites the Gillespie family to Austin for a meeting to discuss the issues. The Board shows hostility towards the Gillespies during the October 2011 board meeting because the family went to Austin to meet with TCEQ.

January 2012 - Hoping to end this hostility, the Gillespies offer to sell the 11 acres near the waste water facility to AWS for fair market value.

AWS submits paperwork to TCEQ stating that they will request a variance to the 500 feet buffer zone requirement since they cannot afford to purchase the restricted easements or the land.

March 2012 - AWS Board hires the grandson of the President of the Board as their attorney. His uncle is also on the Board. The Board went into closed session. They reconvened into open session and announce that they had decided to "take" 500-800 feet of Gillespie land through eminent domain to satisfy buffer zones. There was no vote in open session. The maximum amount of land needed for buffer zones is 500 feet and part of that would have been on land already owned by AWS, so they were trying to take more land than necessary. And, they had told TCEQ that they were requesting a variance to the buffer zone requirement so there was no need for additional land. They had also never made a bona fide offer. The Gillespie family was forced to hire an attorney. And, Carol Gillespie filed a complaint with the Ellis County District Attorney regarding nepotism and Texas Open Meetings Act violations.

April 2012 - The attorney for AWS officially notifies the Gillespies of AWS's intent to pursue eminent domain.

Untrue accusations about the family were posted on Facebook by the attorney's mother about the Gillespie family. The Gillespie's attorney requested that they be removed, but the parties involved insisted it was their First Amendment right. Facebook officials eventually deleted the comments.

Since Board stated in a meeting that they were hiring surveyors for the Gillespie property, the Gillespies installed "No Trespassing" signs on their property. During the installation of these signs, a huge sink hole was discovered on Gillespie property. There was a broken influent pipe on the easement and raw sewage was flowing on Gillespie property. Carol Gillespie notified TCEQ who called AWS to get someone on sight immediately. TCEQ called Ms.

<sup>1</sup>  
Gillespie Exhibit F

Gillespie back and told her that AWS had several people on the property and she must be mistaken because there was no leak. Ms. Gillespie informed TCEQ that she was onsite and there was no one there and there had been no one there from AWS. Ms. Gillespie sent pictures of the leak to TCEQ. AWS was found in violation after TCEQ came onsite for an inspection.

June 2012 – The Board's attorney or his mother called 9-1-1 to have the Gillespies arrested. This was a waste of emergency resources as we left the building on our own prior to them being called. We were only speaking up because the Board was going into a closed session to discuss something that was not on the agenda. The former President was going into closed session with the Board and it was she who ordered the Gillespies to leave the building. The attorney's mother attempted to block our exit.

September 2012 – TCEQ sends a notice to interested parties that the draft permit for AWS's waste water facility is available for public viewing the in county clerk's office in Waxahachie. AWS also publishes a notice in the local newspaper. Ms. Gillespie drives to Waxahachie several days later to view, only to be told that it cannot be found. Four hours later, the document is available but it is not complete. There is a note from the attorney for AWS stating that the entire document is not there, but is available on his website. After checking his website and realizing that it is not complete there either, Ms. Gillespie requests a copy through a PIR with the TCEQ. Later, AWS is required to re-publish the notice and have the entire document available for public viewing.

October 2012 - AWS invites the Gillespie's CPA/Tax Attorney to a meeting and immediately goes into closed session. He is introduced as an attorney and an agent of AWS's attorney. There was nothing on the agenda that he would be involved with except our land which was listed under closed session. This man had the financial records for the property that AWS was attempting to "take" using eminent domain. We were forced to fire him, and when he refused to return our records we filed a complaint with the State Bar. The President of AWS signed a sworn affidavit stating that the attorney was working as a CPA only and an accounting issue was discussed in closed session and not our land. There was no accounting issue on the agenda. Shortly, after we fired our tax attorney, AWS's attorney resigned.

June 2013 – The annual meeting is scheduled for June 3<sup>rd</sup> but there is no quorum present. It is re-scheduled for June 13<sup>th</sup>, but there is no annual meeting. The election of Board members is held as part of the regular meeting. Carol Gillespie informs the Board that the Texas Secretary of State had involuntarily terminated the corporation on May 24, 2013. However, the Board did not believe Ms. Gillespie even though she had a copy of the document to give the Board.

September 2013 – Ed Hettinger asked Carol Gillespie in a meeting for permission to go on Gillespie land to repair the effluent pipe. She responds that he needs to call the Gillespie's attorney. The family is very concerned about liability issues. If one of AWS employees were hurt, they would sue the family. The attorney is handling all land related issues involving AWS. Mr. Hettinger responds, "He doesn't own the land you do." Ms. Gillespie explains the land belongs to three people and those three have agreed to have the attorney handle all issues with the land and AWS. Mr. Hettinger finally agrees to contact the Gillespie's attorney but never does.

October 2013 – The Board finally votes to end eminent domain after 19 months. However, the President stated that the Board had no choice. He said anytime a water supply corporation or other government entity needs to increase their land holdings, they must file eminent domain. That is not true. Legally, a bona fide offer should be made. All attempts to purchase the land should be exhausted prior to using eminent domain.

The fact that eminent domain was left ongoing for 19 months is an indication of aggressive, hostile behavior aimed at the Gillespie family.

November 2013 – TCEQ staff attorneys recommend that Carol Gillespie be granted a contested hearing on her protest of Avalon's waste water major amendment application. TCEQ had been offering mediation for quite some time, and AWS agreed to it. Avalon then hired Ms. Hess to represent them. Ms. Hess asked for things to be put on hold to allow her time to be brought up to speed.

February 2014 – After being unable to schedule mediation with AWS, a pre-mediation meeting was held in the Gillespie's attorney's office with Ms. Hess. Ms. Hess repeatedly attacked Carol Gillespie during the meeting. She threatened several times to sue Carol Gillespie, including a threat to take their land by adverse possession for the 150 foot buried pipe. She also verbally attacked Mary Grace Bates, who has suffered two strokes. Mrs. Bates had not spoken a word during the meeting.

Finally, the Gillespies halted the meeting and Ms. Hess was asked to leave the premises. The only thing that came out of the meeting was that the Gillespie's offered to sell the area where the effluent pipe was located. The area that was offered for sale was the area between the plant and the creek. We had a map and Carol Gillespie showed the attorneys the area the family was willing to sell. When Hess asked how much land this was, Carol Gillespie told her that it would need to be surveyed. It might be a little less than an acre. It might be a little more than an acre.

March 2014 – AWS is found in violation by TCEQ for the broken effluent pipe. They asked for permission to go on the land and repair. The Gillespies are still very concerned about liability since the attorney for AWS had threatened to sue the Ms. Gillespie and her family for multiple issues.

The Gillespie's attorney again offers to sell the area where the effluent pipe is located. AWS reluctantly agrees. The Gillespies insist AWS pay all closing cost and fees, including the survey. AWS demands that the Gillespies sign an agreement to stay off their own property for 30 days.

April 2014 – Carol Gillespie is emailed a copy of a survey and given an immediate deadline by the AWS attorney to sign sales contract. The survey does not look right, so Carol went to the property even though she agreed to stay 200 feet away. She found evidence of two surveys. One for the land that the Gillespie were willing to sell, and another survey for much more land on the opposite side of the creek from the waste water facility. AWS had no need for this land, and would have had no access.

Very contentious negotiations followed. The Gillespies refused to budge on the additional land sale because it could have created additional legal problems in the future. AWS would not have had access to the property on the opposite side of the creek from the waste water facility. Ms. Gillespie ordered a new survey from a different surveyor.

May 2014 – An agreement is finally reached on the sale of the land, and closing is completed. Carol Gillespie drops protest of AWS's waste water permit renewal.

It is announced in a Board meeting that AWS is "off the hook" with TCEQ. This was in regards to a complaint that Carol Gillespie filed in July 2013 regarding the lack of annual meeting. AWS had been required by TCEQ to submit monthly meeting notices/agendas and minutes to insure that meetings were being held correctly.

June and July 2014 – Now that AWS is no longer required to submit meeting notices/agendas and minutes to the TCEQ, the meetings take a turn for the worse. The Gillespies had hoped to stop attending the meetings since they do not live in the community, and so many meetings are not held due to not having a quorum. But it seemed like the something was going on that was being kept from them.

August 2014 - The Board adopts a consent agenda format. Very little is posted on the agenda under action items. Closed sessions are again being used in almost every meeting. The Board is no longer doing written minutes, but utilizing recordings. Members must submit an open records request and pay for the recordings. According to the agenda, financials will also only be available through open records requests and charges will apply.

After reading the new agenda, Carol Gillespie purchased a video camera and began videotaping the meetings. Then she would not have to file an open records request for "minutes" of the meeting. The Board was furious

about the camera, but there was nothing they could do. Ms. Gillespie read a statement at the meeting about transparency. The Board decided not to charge for financials and to have them available at every meeting for the members.

Ms. Gillespie also presented the Board President with an open records request for the July minutes. When it was not responded to, she filed a complaint with the District Attorney. AWS told the DA that they did not receive the request. There is videotape of the exchange. Ms. Gillespie finally received the audio recording of the July meeting.

Ms. Gillespie also presented the Board with 4 simple written questions about the financials/income tax return at the meeting.

September 2014 - Attorney Hess sends the Gillespie family members certified letters stating that they are to have no contact with anyone associated with AWS other than to pay their bill and report emergencies. Attorney Hess's further letter states that if we ask questions at a meeting, the Board will not respond. Since the Gillespie family owns a meter, this does not seem right.

Attorney Hess also sends another certified letter to Carol Gillespie in regards to her letter with the questions about financials. If Ms. Gillespie wants the questions answered, she will have to pay for both the CPA and the attorney's time. As a member, Ms. Gillespie does not believe she should have to pay for answers to simple financial questions.

October 2014 - Carol Gillespie takes a drive to Avalon and discovers men on Gillespie property installing a 1300 foot water pipe. First, AWS claims that the right-of-way is 60 feet on the road and the pipe is within the ROW. The ROW is not 60 feet on the 10 foot wide, unpaved road. Next, AWS claims that they didn't install and it's not their fault. Now, AWS is saying the pipe doesn't belong to them. The Gillespies were forced to hire an attorney again.

March 2015 - In their first response to the PUC, AWS states that AWS never began eminent domain proceedings against land owned by the Gillespie family. It is also stated that AWS never hired an attorney or even discussed eminent domain in any meeting. Then, documents are attached as exhibits proving that AWS hired an attorney, announced they were using eminent domain for Gillespie land, hired surveyors and appraisers, and started the legal process.

Attorney Hess stated that the Gillespie's blamed AWS for their father's death and Carol Gillespie "vowed to make them pay." Carol Gillespie never said any such thing. Pete Gillespie passed away in 2004 from lung cancer and complications from COPD. No one has ever blamed anyone for his death. The Gillespie's issues with AWS didn't start until 2011.

May 2015 - When another member questions the high cost of legal fees for AWS, several members of the Board verbally attack Carol Gillespie during the meeting. The President claims that Carol Gillespie has harassed the Board. The Directors talk of suing Carol Gillespie for their legal fees.

October 2015 - Avalon Water Supply and Attorney Hess state that Carol Gillespie is "unstable" in their response to the PUC. Again, this is an aggressive, hostile remark intended to incite a reaction from the complainant.