

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

In the Matter of the Joint Application of	)	
Algonquin Water Resources of Missouri, LLC,	)	
d/b/a Liberty Water for Authority for	)	File No. _____
Liberty Water to Acquire Certain Assets of	)	
Noel Water Co., Inc. and, in Connection	)	
Therewith, Certain Other Related Transactions.	)	

**JOINT APPLICATION AND,  
IF NECESSARY, MOTION FOR WAIVER**

COME NOW Algonquin Water Resources of Missouri, LLC d/b/a Liberty Water (Liberty Water) and Noel Water Co., Inc. (Noel) and, pursuant to Section 393.190, RSMo and 4 CSR 240-3.605, state the following to the Missouri Public Service Commission (Commission) as their Joint Application and, If Necessary, Motion for Waiver:

**BACKGROUND INFORMATION**

1. Liberty Water is a Missouri limited liability company with its principal office and place of business at 16623 FM 2493, Suite E, Tyler, TX 75703. Liberty Water is a Missouri LLC in good standing. A certified copy of Liberty Water’s certificate of good standing is attached hereto as **Appendix A**. A copy of a certificate from the Missouri Secretary of State indicating that Liberty Water is a registered fictitious name of Algonquin Water Resources of Missouri, LLC is attached as **Appendix B**. Liberty Water currently provides water service to approximately 771 connections in Jefferson, Stone and Taney Counties, Missouri. Liberty Water provides sewer service to approximately 267 connections in Jefferson, Stone and Taney Counties, Missouri. Liberty Water is a “water corporation,” a “sewer corporation” and a “public utility” as those terms are defined in Section 386.020 RSMo. 2000, and is subject to the jurisdiction and supervision of the Commission as provided by law. Liberty Water has no

overdue Commission annual reports or assessment fees. There is no pending action or final unsatisfied judgment or decision against Liberty Water from any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within three years of the date of this Joint Application.

2. Noel Water Co., Inc. is a Missouri corporation with an office and place of business at 110 Foster Street, P.O. Box 465, Noel, Missouri 64854. A certified copy of Noel's certificate of good standing is attached hereto as **Appendix C**. Noel currently provides water service to the public in parts of McDonald County, Missouri. As of December 31, 2010, Noel provided water service to approximately 658 customers. Noel is a "water corporation" and a "public utility" as those terms are defined in Section 386.020 RSMo, and is subject to the jurisdiction and supervision of the Commission as provided by law. Noel has no overdue Commission annual reports or assessment fees. There is no pending action or final unsatisfied judgment or decision against Noel from any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within three years of the date of this Joint Application, other than Commission Case No. WC-2011-0144.

3. Communications in regard to this Application should be addressed to:

Peter Eichler  
Liberty Water Co.  
Manager, Financial Planning & Analysis  
2845 Bristol Circle  
Oakville, Ontario L6H 7H7  
905-465-4574  
905-465-4514 (Fax)  
peter.eichler@libertywater.com

Ann Harmon, Vice-President  
Noel Water Co., Inc.  
PO Box 465  
110 Foster

Noel, MO 64854  
479-200-9621  
[noelwaterco@gmail.com](mailto:noelwaterco@gmail.com)

## **THE TRANSACTION**

4. Liberty Water and Noel have entered into an Asset Purchase Agreement dated March 4, 2011 (Agreement), a copy of which is attached as **Appendix D** and incorporated herein by reference. Pursuant to the Agreement, Liberty Water proposes to purchase substantially all of the assets of Noel, as specifically described in the Agreement under the terms and provisions further described in the Agreement, including its certificates of convenience and necessity.

5. Because Noel is a water corporation doing business in the State of Missouri, it is subject to the provisions of Section 393.190.1, RSMo, which states, in pertinent part, that “no . . . water corporation or sewer corporation shall hereafter sell, assign, lease, transfer, mortgage or otherwise dispose of or encumber the whole or any part of its franchise, works or system, necessary or useful in the performance of its duties to the public . . . without having first secured from the Commission an order authorizing it so to do.”

## **ADDITIONAL INFORMATION**

6. Liberty Water’s resolution of the sole Member authorizing the purchase of the subject assets and related transactions contemplated by the Agreement is attached as **Appendix E**. A certified copy of the resolutions of the Board of Directors of Noel authorizing the sale, respectively, of the subject assets and related transactions contemplated by the Agreement is attached as **Appendix F**.

7. A balance sheet and income statement with adjustments showing the results of the acquisition of the property for Liberty Water are attached as **Appendix G1 and Appendix G2**.

8. The sale of assets should have no impact on the tax revenues of relevant political

subdivisions as both Liberty Water and Noel are private entities.

9. Liberty Water proposes to serve the customers of Noel utilizing the existing rates, the rules and regulations of Noel, until such time as the rates or rules and regulations may be modified according to law.

### **PUBLIC INTEREST**

10. The proposed acquisition of the specified assets of Noel and the related transactions are not detrimental to the public interest and, in fact, will be consistent with and will promote the public interest. The assets of Noel would be acquired by Liberty Water, a Missouri public utility, and remain subject to the jurisdiction of the Commission. Liberty Water has expertise and experience in providing water utility services to residents of the State of Missouri and is fully qualified, in all respects, to own and operate the systems currently being operated by Noel and to otherwise provide safe, reliable and affordable service.

### **CONTINGENT REQUEST FOR WAIVER**

11. This case is not likely to be a contested case within the meaning of Commission rule 4 CSR 240-4.020(2) because previous applications addressing the same issues presented in this filing have generally not become contested proceedings. However, in the event that the Commission nevertheless concludes that the filing of this Joint Application is likely to be a contested case, Applicants request a waiver of the sixty (60) day notice for good cause shown as permitted by Commission rule 4 CSR 240-4.020(2)(A).

12. The reason for this request relates to the nature of an asset purchase negotiation as that which resulted in the execution of the subject Agreement and the filing of this Joint Application. Sixty days prior to the filing, the parties did not have an agreement. This Joint Application has been filed as soon as possible after the execution of the Agreement. It would

serve no purpose to wait additional time before filing the application for Commission approval. Accordingly, to the extent that the Commission may find it to be applicable, the parties request a waiver from the provisions of Commission Rule 4 CSR 240-4.020(2) to allow for the filing of this Joint Application.

WHEREFORE, Algonquin Water Resources of Missouri, LLC d/b/a Liberty Water and Noel Water Co., Inc. respectfully request that the Commission issue its order:

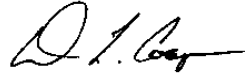
(A) authorizing Noel Water Co., Inc. to sell and Liberty Water to acquire the assets identified herein of Noel, to include the certificates held by Noel or, in the alternative a certificate to provide water service in the areas now served by Noel;

(B) authorizing Liberty Water to enter into, execute and perform in accordance with the terms described in the Agreement attached to this Joint Application and to take any and all other actions which may be reasonably necessary and incidental to the performance of the acquisition; and,

(C) granting such other relief as may be deemed necessary and appropriate to accomplish the purposes of the Agreement and the Joint Application and to consummate related

transactions in accordance with the Agreement.

Respectfully submitted,



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Dean L. Cooper MBE#36592  
BRYDON, SWEARENGEN & ENGLAND P.C.  
312 E. Capitol Avenue  
P. O. Box 456  
Jefferson City, MO 65102  
(573) 635-7166  
(573) 635-3847 facsimile  
[dcooper@brydonlaw.com](mailto:dcooper@brydonlaw.com)

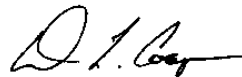
ATTORNEYS FOR ALGONQUIN WATER  
RESOURCES OF MISSOURI, LLC D/B/A  
LIBERTY WATER AND NOEL WATER CO.,  
INC.

### **CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail or by U.S. Mail, postage prepaid, on April 6, 2011, to the following:

Office of the General Counsel  
Governor Office Building  
Jefferson City, MO 65101  
[gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov)

Office of the Public Counsel  
Governor Office Building  
Jefferson City, MO 65101  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)



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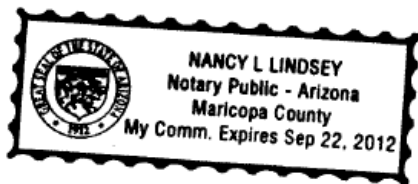
AFFIDAVIT

State of ARIZONA )  
 ) ss  
County of Maricopa )

I, Greg Sorenson having been duly sworn upon my oath, state that I am the Director of Algonquin Water Resources of Missouri, LLC d/b/a Liberty Water, that I am duly authorized to make this affidavit on behalf of the Company, that the matters and things stated in the foregoing Joint Application and appendices thereto are true and correct to the best of my information, knowledge and belief.



Subscribed and sworn before me this 4th day of April, 2011.



Nancy & Lindsey  
Notary Public

AFFIDAVIT

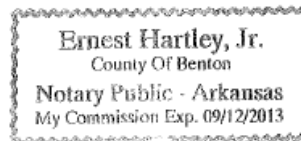
State of Missouri     )  
                                  ) ss  
County of McDonald )

I, Anna M. Harmon, having been duly sworn upon my oath, state that I am Vice-President of Noel Water Co., Inc., that I am duly authorized to make this affidavit on behalf of Noel, and that the matters and things stated in the foregoing Joint Application and appendices thereto are true and correct to the best of my information, knowledge and belief.

Anna M. Harmon  
Anna M. Harmon, Vice-President

Subscribed and sworn before me this 25th day of March, 2011.

Ernest Hartley, Jr.  
Notary Public





## **APPENDICES**

- Appendix A Algonquin Water Resources of Missouri, LLC Certificate of Good Standing
- Appendix B Liberty Water Fictitious Name Registration
- Appendix C Noel Water Co., Inc. Certificate of Good Standing
- Appendix D Asset Purchase Agreement between Noel Water Co., Inc. and Algonquin Water Resources of Missouri, LLC, d/b/a Liberty Water, dated March 4, 2011
- Appendix E Resolution of the Sole Member of Algonquin Water Resources of Missouri LLC
- Appendix F Certified copy of the resolutions of the Board of Directors of Noel Water Co., Inc.
- Appendix G Pro Forma Balance Sheet and Income Statement for Algonquin Water Resources of Missouri, LLC d/b/a Liberty Water