

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

In the Matter of the Application of)	
Confluence Rivers Utility Operating Company, Inc.,)	
For Authority to Acquire Certain Water and Sewer)	File No. WA-2019-0299
Assets and for a Certificate of Convenience and)	
Necessity)	

MOTION FOR CLARIFICATION

COMES NOW Confluence Rivers Utility Operating Company, Inc. (“Confluence Rivers” or “Company”), and, as its *Motion for Clarification*, states as follows to the Missouri Public Service Commission (“Commission”):

1. On April 17, 2020, the Commission issued its *Order Regarding Procedural Status* (“*Procedural Order*”). Among other things, the *Procedural Order* recognized that the “Lake Perry Lot Owners Association (Lot Owners) timely objected to the stipulation and agreement *although it did not dispute the agreed-upon net book value.*” (emphasis added) The Commission further stated that “. . . the objected-to Net Book Value Stipulation becomes merely a position statement of the signatories to the stipulated position”, citing Commission Rule 20 CSR 4240-2.115(2)(D).

2. Confluence Rivers notes that Commission Rule 20 CSR 4240-2.115(2)(E) indicates that “A party may indicate that it does not oppose all or a part of a nonunanimous stipulation and agreement.” Given the Lot Owners’ partial objection, there is a unanimous stipulation in this case as to the factual matter contained in the Net Book Value Stipulation. The Commission’s *Order Directing Responses Regarding Cancellation of Evidentiary Hearing Regarding Book Value* recognized that “all parties in this case now agree about the factual issue

that was the subject of the evidentiary hearing scheduled for May 19-20, 2020.”¹

3. On April 14, the Lot Owners filed its *Objection of Lake Perry Lot Owners Association to Order Directing Responses Regarding Cancellation of Evidentiary Hearing Regarding Net Book Value* (“*Objection*”). Within its *Objection*, the Lot Owners again confirmed its agreement to the net book values expressed in the April 9 *Stipulation and Agreement as to Net Book Value* (“*Stipulation*”).

4. Commission Rule 20 CSR 4240-2.115(1)(B) states that “[t]he commission may resolve all or any part of a contested case on the basis of a stipulation and agreement.” Moreover, “[a] stipulation of fact dispenses with proof of the matters stipulated.” *In re An Omega Brand*, 676 S.W.2d 292, 294 (Mo. App. E.D. 1984).

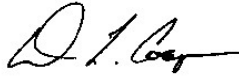
5. Given the unanimity of the parties agreement as to “the factual issue that was the subject of the evidentiary hearing scheduled for May 19-20, 2020” and for which the Commission expressly reopened the evidentiary record, Confluence Rivers requests clarification as to what facts the Commission would like the parties to address at the upcoming hearing.

WHEREFORE, Confluence Rivers respectfully requests clarification of the

¹ *Order Directing Responses Regarding Cancellation of Evidentiary Hearing Regarding Net Book Value*, p. 1.

Commission's *Order Regarding Procedural Status* as requested herein.

Respectfully submitted,



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**ATTORNEYS FOR CONFLUENCE RIVERS
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CERTIFICATE OF SERVICE

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