

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



In the Matter of the Application of Foxfire)
Utility Company for Authority to Transfer)
Certain Water and Sewer Assets Located in)
Stone County, Missouri to Ozark Clean Water)
Company, and in Connection Therewith,)
Certain Other Related Transactions)

File No. WM-2022-0186

AMENDED REPORT AND ORDER

Issue Date: January 25, 2023

Effective Date: February 4, 2023

APPEARANCES

Appearing For Foxfire Utility Company and Ozarks Clean Water Company:

Dean L. Cooper, Attorney at Law,

Jesse Craig, Attorney at Law,

Brydon, Swearingen & England, PC, 312 East Capitol, Jefferson City MO 65102

Appearing for Office of the Public Counsel:

Marc D. Poston, Public Counsel,

Department of Commerce & Insurance

200 Madison St., Suite 650, PO Box. 2230

Jefferson City, MO 65102

Appearing for the Staff of the Missouri Public Service Commission:

Scott Stacey, Staff Counsel, Governor Office Building, 200 Madison Street,
Jefferson City, Missouri 65102-0360.

Regulatory Law Judge: Ross Keeling

REPORT AND ORDER

Procedural History

On March 15, 2022,¹ Foxfire Utility Company (Foxfire) filed verified applications pursuant to Section 393.190, RSMo 2016, 20 CSR 4240-2.060, and 20 CSR 4240-10.105 seeking authority to sell its water and sewer assets to Ozark Clean Water Company (OCWC). Foxfire filed an application in File No. SM-2022-0187 concurrently with this case, and filed a motion to consolidate in both cases on the date the cases were filed. The Commission issued its order consolidating the files on March 16. OCWC also filed an application to intervene in both cases on March 15, and the Commission issued its order granting that application to intervene on April 8.

On June 28, the Staff of the Commission (Staff) filed its recommendation, recommending that the Commission approve the transaction, subject to conditions. On July 8, Foxfire and OCWC filed their joint response to Staff's recommendation stating that they do not object to Staff's five conditions, and requested that the Commission issue an order approving the sale of Foxfire's water and sewer assets to OCWC.

The Office of the Public Counsel (OPC) responded to Staff's recommendation on July 8, objecting to the transaction, and stating that the approval of the transfer at the proposed price would be detrimental to the public interest because OCWC would be required to repay the \$1,195,548 acquisition premium over the next twenty years. OPC contended the Foxfire customers are still under the protection of the Commission and

¹ All dates refer to 2022 unless otherwise specified.

urged the Commission to deny the requested transfer of assets. An evidentiary hearing was held on October 25 at 9:00 a.m.

The parties jointly presented two issues to be determined by the Commission concerning Foxfire's application for approval of the sale of its assets to OCWC.

- 1. Should the Commission find that the sale or transfer of Foxfire Utility Company's (a public utility) water and waste water assets to Ozarks Clean Water Company (a nonprofit sewer company under Sections 393.825-393.861, RSMo, and a nonprofit water company under Sections 393.900-393.954, RSMo) is not detrimental to the public interest, and approve the transaction?**
- 2. If the Commission grants approval of the transaction, what conditions, if any, should the Commission impose on such approval?**

At the evidentiary hearing the Commission heard the testimony of four witnesses and received nine exhibits onto the record. Garah F. (Rick) Helms (Helms), President of Foxfire, and David Casaletto (Casaletto), President of the Board of Directors of OCWC, testified on behalf of Foxfire and OCWC, who presented their evidence jointly. Jarrod Robertson (Robertson), Senior Research Data Analyst with the Water and Sewer and Steam Department of the Commission, and Keith Foster (Foster), Utility Regulatory Auditor Supervisor with the Auditing Department of the Commission, testified on behalf of Staff. OPC offered no witnesses.

Foxfire and OCWC, Staff, and OPC all filed post-hearing briefs. On November 30, the case was deemed submitted for the Commission's determination pursuant to Commission Rule 20 CSR 4240-2.150(1), which provides that "The record of a case shall stand submitted for consideration by the commission after the recording of all evidence or, if applicable, after the filing of briefs or the presentation of oral argument."

On January 3, 2023, OPC filed its Application for Rehearing, and on January 13, 2023, Foxfire and OCWC filed their Response to Application for Rehearing. On January 17, 2023, Foxfire and OCWC filed their Notice of Closing as to Foxfire Utility Company.

After reviewing the filings of the parties, the Commission has decided that some aspects of its Report and Order should be amended to help clarify the basis for its decision. This Amended Report and Order will be effective in ten days. If anyone believes that rehearing, reconsideration, or clarification is needed, they must file a new or renewed application for rehearing, reconsideration, or clarification before the effective date of this order.

Findings of Fact

The Commission, having considered all the competent and substantial evidence upon the whole record, makes the following findings of fact and conclusions of law. The positions and arguments of all parties have been considered by the Commission in making this decision. Failure to specifically address a piece of evidence, position, or argument of any party does not indicate the Commission has failed to consider relevant evidence, rather that the omitted material was not dispositive of this decision. Any finding of fact reflecting that the Commission has made a determination between conflicting evidence is indicative that the Commission attributed greater weight to that evidence and found the source of that evidence more credible and more persuasive than that of the conflicting evidence.²

² An administrative agency, as fact finder, also receives deference when choosing between conflicting evidence. *State ex rel. Missouri Office of Public Counsel v. Public Service Comm'n of State*, 293 S.W.3d

1. Foxfire is a Missouri corporation, active and in good standing with the Missouri Secretary of State, with its principal office and place of business at 3478 Smyrna Road, Rogersville, Missouri 65742.³

2. Foxfire currently provides water and sewer service to approximately 258 billed locations within the corporate limits of the Village of Indian Point in Stone County, Missouri, pursuant to certificates of convenience and necessity (CCN) granted by the Commission in File No. WA-95-31.⁴

3. The water and sewer rates approved by the Commission and in effect for the Foxfire systems since December 2002 include: water service at a fixed monthly rate of \$20.10 for the first 2,000 gallons of usage and an additional commodity charge of \$1.36 per 1,000 gallons beyond the first 2,000 gallons, and sewer service at a fixed monthly rate of \$40.22 for the first 2,000 gallons of water used and an additional \$3.21 per 1,000 gallons of water used beyond the first 2,000 gallons.⁵

4. Foxfire water and sewer facilities currently have the capacity to serve approximately 150 additional units.⁶

5. There are currently 30 additional units under construction or under planning that will provide additional units served by OCWC.⁷ Those units can add nearly \$22,000

63, 80 (Mo. App. S.D. 2009). With respect to the appellate standard for reviewing Commission decisions, this case stated, further:

"[I]f substantial evidence supports either of two conflicting factual conclusions, '[we are] bound by the findings of the administrative tribunal.' [citation omitted] The determination of witness credibility is a subject best left to the Commission, 'which is free to believe none, part, or all of [a witness's] testimony.' [citations omitted] We will not re-weigh the evidence presented to the Commission. [citation omitted]."

³ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 6 of 20.

⁴ Ex 2, Helms Direct, p. 3; Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 7 of 20.

⁵ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, pp. 3-4 of 20, and Ex. 300, page 1.

⁶ Ex. 100, Casaletto Direct, p. 5.

⁷ Transcript, pp. 38-39

per year in revenue based on Foxfire's current \$60.32 per month per customer fixed charges alone.

6. Helms is the Director and President of Foxfire. Helms is also the Trustee of the Rick and Janet Helms Revocable Trust dated August 29, 2014, which holds 100% of the shares of Foxfire.⁸

7. Helms was on the Board of OCWC until he resigned in August of 2019.⁹

8. Helms recused himself from OCWC's July 15, 2019, board meeting in which the acquisition of Foxfire was first discussed, and resigned from OCWC's Board of Directors in August of 2019, before the December 31, 2019, vote to purchase Foxfire's assets.¹⁰

9. The Foxfire systems are in very good condition. There is no known need for repairs or immediate investment in the systems and there has been no deferred maintenance.¹¹

10. OCWC is a Missouri 501(c)(3) water and sewer corporation that was formed in March of 2004 for the specific purpose of owning and operating individual and clustered wastewater systems. OCWC was formed in accordance with Sections 393.825 to 393.861, RSMo, and is a not-for-profit corporation with voluntary membership. Membership is gained by applying for and receiving services from OCWC.¹²

11. OCWC was formed during the National Decentralized Onsite Wastewater Demonstration Project at Table Rock Lake to develop solutions to ensure wastewater

⁸ Ex. 1, Helms Direct, p. 1.

⁹ Ex. 1, Helms Direct. p. 7.

¹⁰ *Id.*

¹¹ Ex. 1, Helms Direct, p. 6

¹² Ex. 100, Casaletto Direct, p. 4.

treatment systems are operated properly and efficiently to the benefit of the environment and OCWC members.¹³

12. OCWC currently provides water and sewer service to 2,380 locations, consisting of 1,860 sewer connections, 300 water only and 220 water and sewer connections at the same property, all provided through nine permitted and four non-permitted water systems, 19 permitted sewer systems, one sewer treatment system, two sewer collection systems, and one interceptor sewer that does not require permits.¹⁴

13. OCWC's financial structure is layered to address multiple improvement and maintenance plans for all its properties. OCWC rates include operation, maintenance, administration, overhead, and reserve for repair. Currently, OCWC's Board of Directors has established a reserve account funded at 75% of its annual operation and maintenance budget.¹⁵

14. Casaletto is the President of the OCWC Board of Directors.¹⁶

15. OCWC's Board of Directors is elected by OCWC's customers.¹⁷

16. OCWC is answerable to its members.¹⁸

17. Neither Casaletto, nor any board members, have ever received any compensation from OCWC.¹⁹

18. Foxfire and OCWC have entered into an Agreement for Sale and Purchase of Assets dated December 10, 2019 (Agreement). Pursuant to the Agreement, OCWC

¹³ Ex. 100, Casaletto Direct, p. 1.

¹⁴ *Id.*

¹⁵ *Id.*; Transcript, p. 8: 17-19

¹⁶ Ex. 100, Casaletto Direct, p. 1.

¹⁷ Ex. 200, Robertson Rebuttal, p. 2.

¹⁸ *Id.*

¹⁹ *Id.*

agrees to obtain and acquire substantially all of the water and sewer assets of Foxfire under the terms and provisions described in the Agreement.²⁰

19. Staff conducted a site inspection of the OCWC facility on March 31, 2022, and found Foxfire's systems to be in good condition.²¹

20. The Missouri Department of Natural Resources has informed Staff that it has no outstanding concerns with service issues at any of the current OCWC-run systems.²²

21. The purchase price of the assets transferred in the Agreement is \$1,285,400.00.²³

22. Based upon information in Foxfire's Commission-filed 2021 Annual Report, Staff's calculation of the estimated "rate base" for Foxfire's combined water and sewer service is \$89,852.²⁴

23. The "acquisition premium" is \$1,195,548, which is the amount the purchase price exceeds the estimated rate base.²⁵

24. The \$1,285,400 purchase price includes an approximately \$1.2 million acquisition premium, which is thirteen times over the estimated rate base of approximately \$90,000.²⁶

²⁰ Ex. 100, Casaletto Direct, p. 5.

²¹ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 8 of 20.

²² Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 7 of 20.

²³ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 2 of 20.

²⁴ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 12 of 20.

²⁵ *Id.*

²⁶ Transcript, pp 16:11-17:1.

25. The buyer's annual debt obligation to the seller/financer is \$6,600 per month,²⁷ which is only 40% of Foxfire's revenues at its current rates.²⁸

26. Under the Agreement, the purchase of the assets will be financed over a twenty-year period at an annual interest rate of 2.5%.²⁹

27. The cash flows from the existing rates will be adequate for OCWC to cover the obligation associated with the purchase price and continue to provide quality service to its customers.³⁰

28. OCWC needs no separate financing associated with the transaction.³¹

29. Foxfire's current Commission approved tariffs, approved in conjunction with its CCNs, authorize a 12.75% return on equity and a capital structure designed to produce an 11.63% return for Foxfire's owners.³²

30. OCWC has no profits, and any surplus from annual income stays in the company and goes to the operating budget or is kept as reserve for repair.³³

31. OCWC does not set its rates with a return on equity. No dividends are paid to its owners.³⁴

32. In his testimony, Casaletto proposed to use the existing rates for Foxfire customers for at least one year following the acquisition.³⁵

²⁷ Transcript, p. 21:5-8.

²⁸ Ex. 300, p. 1, and Transcript, p. 21:13-16.

²⁹ Ex. 2, Helms Direct, p. 2. Ex. 100, Casaletto Direct, p. 5.

³⁰ Ex. 101, Casaletto Surrebuttal, p. 5-6.

³¹ Ex. 100, Casaletto Direct, p. 5.

³² File No. WA-95-31, Order Granting Certificate of Convenience and Necessity and Approving Financing, p. 3, and File No. WA-95-31, Order Approving Tariffs.

³³ Transcript. p. 38:1-13. OCWC.

³⁴ Ex. 100, Casaletto Direct, p. 7.

³⁵ Ex. 100, Casaletto Direct, p. 6.

33. An e-mail from Casaletto to the OCWC Board of Directors states OCWC can readily meet its financial obligations with a \$25,000 annual surplus reserved for future repairs at the existing rates.³⁶

34. OCWC has the technical and financial ability to manage the Foxfire systems.³⁷

35. OCWC customers will receive several conveniences not currently available with Foxfire. These benefits include ACH autopayment, e-mail billing, online payments and account histories, text alerts, and a nearby office and drop box for payments.³⁸

36. The contract price of approximately \$1,285,000, results in a per customer price of \$2,491, not including projected growth.³⁹

37. Compilations of transactions in Missouri and Illinois on a per customer basis by certified appraisers, as per 2021, indicate a range of water and sewer system sale prices of \$649 to \$5,263 per customer, with a median of \$3,213 per customer and a mean of \$3,095 per customer.⁴⁰

38. The per customer sales price of \$2,491 in the proposed transaction is within that range.⁴¹

39. Staff found that the transaction is not detrimental to the public interest and recommended approval of the transfer of assets from Foxfire to OCWC.⁴²

40. In its recommendation, Staff recommended approval of the sale and transfer of the assets subject to the following conditions:

³⁶ Ex. 300, Email from Casaletto to the OCWC Board (July 10, 2019).

³⁷ Ex. 200, Robertson Rebuttal, p. 2.

³⁸ Ex. 101, Casaletto Surrebuttal, p. 6.

³⁹ Ex. 101, Casaletto Surrebuttal, p. 5.

⁴⁰ Ex. 101, Casaletto Surrebuttal, p. 5.

⁴¹ Ex. 101, Casaletto Surrebuttal, Schedule DC-s1.

⁴² Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 13 of 20.

- a. Require Foxfire to notify the Commission of closing on the transfer of water and sewer assets to OCWC within five (5) days after closing;
- b. Authorize Foxfire to cease providing service immediately after closing on assets;
- c. If closing on Foxfire's assets does not take place within thirty (30) days following the effective date of the Commission's order, require Foxfire to submit a status report, in File No. WM-2022-0186 within five (5) days after this thirty (30) day period regarding the status of closing, and additional status reports within five (5) days after each additional thirty (30) day period, until closing takes place, or until Foxfire determines that the transfer of the assets will not occur;
- d. If Foxfire determines that a transfer of the assets will not occur, require Foxfire to notify the Commission of such; and
- e. After the above notice of transfer of assets to OCWC is received from Foxfire, cancel the CCN applying to Foxfire's Village of Indian Point service area.⁴³

Conclusions of Law

A. The Commission "is a Missouri administrative agency charged with the regulation of all public utilities."⁴⁴

⁴³ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, pp. 4-5 of 20.

⁴⁴ *In Matter of Verified Application and Petition of Liberty Energy (Midstates) Corp.*, 464 S.W.3d 520, 522 (Mo. banc 2015).

B. Foxfire is a “water corporation,” a “sewer 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.⁴⁵

C. OCWC is a nonprofit sewer and water company formed in accordance with Sections 393.825 through 393.861, RSMo.⁴⁶

D. The Commission does not have jurisdiction over the construction, maintenance or operation of the wastewater facilities, service, rates, financing, accounting, or management of any nonprofit sewer company.⁴⁷

E. The lawfulness of an order issued by the Commission is determined by whether statutory authority for its issuance exists.⁴⁸ As a creature of statute, an administrative agency’s authority is limited to that given it by the legislature.⁴⁹

F. The Commission has jurisdiction to rule on the application because Section 393.190.1, RSMo, requires that no water or sewer corporation shall sell or transfer its assets without having first secured authorization from the Commission. The Commission must authorize the transfer of a regulated utility’s assets, unless the transfer is shown to be detrimental to the public interest.⁵⁰

G. The Supreme Court of Missouri recognized that “a property owner should be allowed to sell property unless doing ‘would be detrimental to the public.’”⁵¹ Missouri

⁴⁵ Ex. 200, Robertson Rebuttal, Schedule JJR-r2, p. 7 of 20.

⁴⁶ *Id.*

⁴⁷ Section 393.847, RSMo.

⁴⁸ *State ex rel. Missouri Public Defender Com’n v. Waters*, 370 S.W.3d 592, 598 (Mo. banc 2012).

⁴⁹ *Id.*

⁵⁰ *State ex rel. City of St. Louis v. Public Service Comm’n of Missouri*, 73 S.W.2d 393, 400 (Mo. 1934).

⁵¹ *Osage Utility Operating Co., Inc. v. Mo. Pub. Serv. Comm’n*, 637 S.W.3d 78, 93 (Mo. Ct. App. W.D. 2021), quoting *State ex rel. City of St. Louis v. Pub. Serv. Comm’n of Mo.*, 73 S.W.2d 393, 400 (Mo. banc 1934).

courts have explained that the purpose of Section 393.190.1 is “to ensure the continuation of adequate service to the public served by the utility.”⁵²

H. The Commission does not regulate OCWC, nor does it have jurisdiction over OCWC’s Board of Directors or the future rates set by that Board.⁵³

I. A utility's rate base is the capital investment devoted to, and necessary for, providing reasonable, adequate service to customers. A utility company is entitled to a rate of return only on investments included in its rate base.”⁵⁴

J. The Commission has supervisory powers over all water corporations, all sewer systems, and their operations within this state, and may impose conditions on Foxfire as Staff has recommended.⁵⁵

Decision

Foxfire and OCWC assert that the Commission should grant Foxfire’s application to sell substantially all its water and sewer assets to OCWC because it is in the public interest. In such a transaction, the touchstone consideration for the Commission is, whether the proposed transaction is “detrimental to the public.”

In approving the transfer of a regulated utility’s assets, the Commission must determine that the sale is “not detrimental to the public.”⁵⁶ The Commission must authorize the transfer of a regulated utility’s assets unless the transfer is shown to be

⁵² *Osage Utility Operating Co., Inc. v. Mo. Pub. Serv. Comm’n*, 637 S.W.3d 78, 92 (Mo. Ct. App. W.D. 2021), quoting *State ex rel. Fee Fee Trunk Sewer v. Litz*, 596 S.W.2d 466, 468 (Mo. Ct. App. W.D. 1980).

⁵³ See *Love 1979 Partners v. Public Service Comm’n of Missouri*, 715 S.W.2d 482 (Mo. 1986).

⁵⁴ *State ex rel. Missouri Office of the Public Counsel v. Public Service Com’n of State*, 293 S.W.3d 63 (Mo. App. 2009).

⁵⁵ Section 386.250, RSMo.

⁵⁶ See *State ex rel. City of St. Louis v. Public Service Comm’n of Missouri*, 335 Mo. 448, 457-60, 73 S.W.2d 393, 399- 400 (Mo. 1934).

detrimental to the public.⁵⁷ Although no exhaustive list has been announced of the considerations that may influence whether a sale is detrimental to the public, Missouri courts have held that the Commission is to consider all relevant factors in issuing its decisions and orders.⁵⁸

OPC argues that the contract price for Foxfire's utility assets incorporates an acquisition premium that will cause harm to Foxfire's customers under OCWC's ownership. Staff, Foxfire, and OCWC disagree, and presented evidence showing the details of the transaction and the likely impact the transaction will have on the rates for service and quality of service provided.

Purchase Price

OPC argues that any price above the rate base of the property includes an acquisition premium; in this case, \$1,195,548 plus applicable interest. OPC's position is that the acquisition premium is detrimental because it imposes a debt burden on customers that is not offset by a corresponding benefit; that even if OCWC could refrain from raising rates in the first year of ownership that it would only be a short delay before a near-inevitable rate increase.

OCWC argues that rate base is not an appropriate measure in determining a reasonable price. OCWC's evidence shows that the purchase price of Foxfire's assets is reasonable, and comparable to sales of other water and wastewater systems in Missouri and Illinois, showing that the per customer/connection price for the Foxfire assets is consistent with other sales in the region. In its argument, OPC ignored that the structure

⁵⁷ *Environmental Utilities, LLC v. Public Service Comm'n of Missouri*, 219 S.W.3d 256, 265 (Mo. App. W.D. 2007).

⁵⁸ *Osage Utility Operating Company v. Missouri Public Service Comm'n.*, 637 S.W.3d 78, 93 (Mo. App. W.D. 2021)

of the different entities and the nature of the transaction includes benefits that offset the acquisition premium debt. Where Foxfire's CCN authorizes a return on equity and a capital structure designed to produce a return for its owners, OCWC has no profits, and surplus from annual income stays in the company and goes to the operating budget or is kept as reserve for repair. No dividends are paid to its owners, and OCWC does not set rates to include a return on equity. Additionally, OCWC is run by a Board of Directors who are answerable to the customers that elect them. OCWC also operates other facilities and has other resources that may bolster its ability maintain or improve its facilities without placing an additional financial burden on the Foxfire customers.

OPC's argument fails to explain why the rate base is a reasonable price in a transaction for the purchase of an entity that does not require a profit or a return on investment to owners. Nor does it account for the benefits represented by not-for-profit ownership and the financial buffering benefits of OCWC's total scale of operations.

The evidence shows that the cost of operating the facility and servicing the debt created by the acquisition premium does not exceed revenues at the current rates. Even with the additional debt burden caused by the transaction premium, the facility can be operated through the loan period without additional rate increases and without outside resources. In addition to the current 258 billed locations, the Foxfire facility can support an additional 150 units without modification. By expanding its operations, OCWC may potentially increase its revenues by approximately 58% without the need for additional capital improvements, potentially reducing the debt load per customer.

The evidence does not support a finding that the debt associated with the acquisition premium would put upward pressure on rates for OCWC's customers. The

evidence shows OCWC customers are protected by economies of scale and self-governance, and enjoy the convenience of local control and enhanced billing benefits. The Commission is unconvinced by OPC's argument that the proposed sale at the contract price, including the acquisition premium debt, is detrimental to the public interest.

Arm's-Length Transaction

OPC also objects to the close affiliation and relationship between Helms, Casaletto, and OCWC, and the lack of any tangible negotiation in determining the sale price. OPC argues that an arm's-length agreement is not possible in this case due to the close relationship between Helms and OCWC, and the close relationship between Helms and the OCWC Board President David Casaletto. The record shows that Helms recused himself from OCWC's initial board meeting in which the acquisition of Foxfire was first discussed, and that he resigned from OCWC's Board of Directors several months before the vote to purchase Foxfire's assets. OPC suggests nefarious dealings between Helms and Casaletto, and points to the purchase price as somehow showing them to be unreliable. However, OPC did not present any evidence or argument that the contract price was excessive aside from its argument that it is above rate base. Additionally, OPC fails to identify any evidence of inappropriate interactions between Helms and the Board. The Commission is not convinced by OPC's claim that an arm's-length negotiation did not occur based on the circumstances.

Conditions

The conditions recommended by Staff are not conditions to the Agreement, but a list of tasks that Foxfire must comply with regarding their relationship with the Commission during the period of the transaction. Neither Foxfire nor OCWC object to these conditions,

and OPC has not commented. The Commission will grant Staff's request to include them in its order.

The Commission finds that the proposed transfer of assets is not detrimental to the public interest. The Commission will grant the application with the conditions Staff has recommended.

THE COMMISSION ORDERS THAT:

1. Foxfire's application to sell its water and sewer assets to OCWC is granted.
2. Foxfire is authorized to sell and transfer to OCWC the water and sewer utility assets located in Stone County described in the application.
3. Foxfire is authorized to do and perform, or cause to be done and performed, all such acts and things, as well as make, execute and deliver any and all documents as may be necessary, advisable and proper to the end that the intent and purposes of the approved transaction may be fully effectuated.
4. Foxfire shall notify the Commission of closing on the water and sewer assets with the OCWC within five days of closing.
5. Foxfire shall cease providing service immediately after closing on the assets.
6. If closing on Foxfire's assets does not take place within thirty days following the effective date of the Commission's order, Foxfire shall file a status report within five days after this thirty-day period regarding the status of closing, and additional status reports within five days after each additional thirty-day period, until closing takes place, or until Foxfire determines that the transfer of the assets will not occur.

7. If Foxfire determines that a transfer of the assets will not occur, Foxfire shall notify the Commission of such.

8. Foxfire's CCN and tariff are cancelled effective when Foxfire notifies the Commission that the water and sewer assets have been transferred to OCWC.

9. This order shall become effective on February 4, 2023.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Rupp, Chm., Coleman, Holsman, and
Kolkmeier CC., concur and certify compliance
with the provisions of Section 536.080, RSMo (2016).

Keeling, Regulatory Law Judge


STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 25th day of January, 2023.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

January 25, 2023

File/Case No. WM-2022-0186

Missouri Public Service Commission
Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel
Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@opc.mo.gov

Foxfire Utility Company
Dean L Cooper
312 East Capitol
P.O. Box 456
Jefferson City, MO 65102
dcooper@brydonlaw.com

Foxfire Utility Company
Jesse W Craig
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102
jcraig@brydonlaw.com

Missouri Public Service Commission
Scott Stacey
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
Scott.Stacey@psc.mo.gov

Ozarks Clean Water Company
Dean L Cooper
312 East Capitol
P.O. Box 456
Jefferson City, MO 65102
dcooper@brydonlaw.com

Ozarks Clean Water Company
Jesse W Craig
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102
jcraig@brydonlaw.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



Morris L. Woodruff
Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.