

Exhibit No. _____
Issues: Applicant, Qualifications, Overview of
Utility Systems, Capital Structure, Tariffs and
Rates, Public Interest
Witness: Josiah Cox
Type of Exhibit: Direct Testimony
Sponsoring Party: Confluence Rivers Utility
Operating Company, Inc
File Nos.: WA-2019-0299
Date: July 25, 2019

Missouri Public Service Commission

Direct Testimony

of

Josiah Cox

On Behalf of

Confluence Rivers Utility Operating Company, Inc

July 25, 2019


CR

Exhibit No. 1P
Date 10/7/19 Reporter Sub
File No. WA-2019-0299

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**DIRECT TESTIMONY OF
JOSIAH COX
CONFLUENCE RIVERS UTILITY OPERATING COMPANY, INC.**

WITNESS INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Josiah Cox. My business address is 500 Northwest Plaza Drive,
3 Suite 500, St. Ann, Missouri, 63074.
4

5 **Q. WHAT IS YOUR POSITION WITH CONFLUENCE RIVERS UTILITY
6 OPERATING COMPANY, INC. (CONFLUENCE RIVERS OR COMPANY)?**

7 A. I hold the office of President of Confluence Rivers.

8 **Q. PLEASE PROVIDE SOME BACKGROUND INFORMATION ABOUT
9 CONFLUENCE RIVERS.**

10 A. Confluence Rivers is a Missouri corporation, active and in good standing with the
11 Missouri Secretary of State. Confluence Rivers' principal office and place of
12 business is located at 500 Northwest Plaza Drive, Suite 500, St. Ann, Missouri,
13 63074.

14 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL
15 EXPERIENCE.**

16 A. I received a Bachelor of Science with a major in Environmental Science from the
17 University of Kansas. Professionally, I have worked at the Kansas State
18 Biological Survey, where I performed a wildlife habitat study. I then worked at a
19 civil engineering firm where I was involved in various facets of the land
20 development process, including permitting, entitlement, civil design, project

1 management, and construction management. I focused mainly on the water and
2 wastewater side of the civil engineering business and participated in every part of
3 the civil business from waste-load allocation studies (now known as the anti-
4 degradation processes), design, permitting, project management, and
5 construction management. I also ran the firm's environmental consulting
6 division and was the second private consultant to submit a water quality impact
7 study in the state of Missouri in 2003. I joined the engineering firm's executive
8 leadership team and helped run all the firm's operations.

9 Beginning in 2005, I raised money from a group of investors and formed a
10 full-service civil engineering, environmental consulting, general contracting, and
11 construction management firm. I served as the Chief Operating Officer, and
12 finally, Chief Executive Officer. I obtained extensive experience with rural
13 communities in every facet of the water and wastewater compliance process,
14 including environmental assessment, permitting, design, construction, operation
15 and community administration of the actual water and wastewater (sewerage)
16 systems. The firm performed stream sampling and built waste-load allocation
17 models to determine receiving water-body protective permittable effluent
18 pollutant loads. It also performed full engineering design of multiple whole
19 community wastewater and water infrastructure systems including wells, water
20 distribution, water treatment, water storage, wastewater conveyance, and
21 wastewater treatment plants and taken these designs through federal and state
22 permitting processes in Missouri. The engineering firm also administered the

1 construction of these water and wastewater systems from green field site
2 selection all the way through system startup and final engineering sign off.

3 During this time, I began the Master of Business Administration (MBA)
4 program at Washington University in St. Louis, from which I graduated in 2007.

5 In addition, starting in 2008, I took over the operations of an existing rural
6 sewer district and I still operate a system managing the functioning, testing, and
7 maintenance of the system. I also act as the administrator for this non-profit
8 system performing all the billing, emergency response, accounts
9 payable/accounts receivable, collections, budgeting, customer service, and
10 public meetings required to service the community.

11 **Q. DO YOU ALSO HAVE A POSITION AT CENTRAL STATES WATER
12 RESOURCES, INC.?**

13 A. Yes. I have been the President of Central States Water Resources, Inc.
14 (CSWR), for approximately four and a half years.

15 **Q. WHAT IS THE RELATIONSHIP OF CONFLUENCE RIVERS TO CSWR?**

16 A. Confluence Rivers is an affiliate of CSWR. A corporate organization chart
17 illustrating the relationship is attached hereto as **Schedule JC-1**. Confluence
18 Rivers is one of the "Missouri UOCs" identified on the chart. Later in my
19 testimony I will discuss the role CSWR would play in Confluence Rivers' future
20 utility operations if the Commission approves the Application in this case.

21 **PURPOSE**

22 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

1 A. The purpose of my testimony is: (1) to discuss Confluence Rivers' qualifications
2 to own and operate the water and sewer systems it seeks to acquire; (2) provide
3 an overview of the water and sewer systems Confluence Rivers seeks to acquire;
4 (3) explain what rates and regulations Confluence Rivers seeks to initially use in
5 providing service; (4) explain Confluence Rivers' position as to the conditions and
6 actions proposed by the Commission Staff in its *Staff Recommendation* and
7 *Memorandum*; and, (5) explain why Confluence Rivers' acquisition of
8 substantially all the water and sewer system assets of Port Perry Service
9 Company (Port Perry), including its Certificates of Convenience and Necessity
10 ("CCN"), is not detrimental to the public interest.

11 **QUALIFICATIONS**

12 **Confluence Rivers Utility Operating Company, Inc. ("Confluence Rivers")**

13 **Q. PLEASE DESCRIBE CONFLUENCE RIVERS.**

14 A. On February 14, 2019, in Commission File Nos. WM-2018-0116 and SM-2018-
15 0117, the Commission granted Confluence Rivers CCNs to operate water and
16 sewer utilities. Confluence Rivers is a "water corporation," a "sewer corporation,"
17 and a "public utility" as those terms are defined in Section 386.020, RSMo, and is
18 subject to the jurisdiction and supervision of the Commission as provided by law.

19 **Q. IS CONFLUENCE RIVERS A PART OF A LARGER ORGANIZATION?**

20 A. Yes. CSWR, LLC (formerly known as First Round CSWR, LLC), is Confluence
21 Rivers' ultimate parent company. Central States Water Resources, Inc., is the
22 manager for CSWR, LLC. I commonly refer to the entire business organization
23 as a whole by using the name "Central States" or "CSWR."

1 Q. WHAT IS CSWR'S EXPERIENCE WITH WASTEWATER/SEWER SYSTEMS?

2 A. On the wastewater side of the business, CSWR has purchased 22 wastewater
3 treatment plants with associated sewer pumping stations, gravity force mains,
4 and gravity conveyance lines. CSWR-affiliated companies currently provide safe
5 and reliable service to approximately 2,800 customers. In Missouri and Arkansas,
6 CSWR-affiliated companies have designed, permitted, and completed
7 construction, with MDNR approval, of approximately \$5.1 million of sanitary
8 sewer investments since March of 2015. In Arkansas, affiliated companies have
9 designed, permitted, and completed construction, with the Arkansas Department
10 of Environmental Quality approval, of approximately \$2.2 million of sanitary
11 sewer systems investments since October of 2017. All of these improvements
12 include wastewater line repairs to remove infiltration and inflow, building sewer
13 main extensions, the repair of multiple lift stations, the construction of lift stations,
14 the closure of an existing environmentally distressed wastewater treatment plant,
15 building two fully activated sludge plants, constructing moving bed bio-reactor
16 plants, converting two failing wastewater treatment plants into sludge
17 storage/flow equalization and treatment basins, converting failed mechanical
18 systems to I-Fast systems, and constructing various other wastewater supporting
19 improvements. In addition, CSWR has active acquisition cases, with the
20 associated engineering/permitting, pending before the Tennessee Public Utility
21 Commission for three systems, the Kentucky Public Service Commission for
22 eight systems, and the Louisiana Public Service Commission for approximately
23 170 systems.

1 Q. WHAT IS CSWR'S EXPERIENCE WITH WATER SYSTEMS?

2 A. On the drinking water side of the business, CSWR-affiliated companies have
3 purchased 13 drinking water systems in Missouri and Arkansas. CSWR-affiliated
4 companies currently provide safe and reliable water service to approximately
5 2,900 customers. In Missouri and Arkansas, CSWR has designed, permitted, and
6 completed construction, with MDNR approval, of approximately \$4.1 million of
7 investments in drinking water systems since March 2015. These improvements
8 include construction of three new groundwater storage tanks, construction of
9 three sets of drinking water pressurization pump assemblies, drilling a deep
10 water well, erecting two new well houses, closing two failed well houses, closing
11 an exposed failed deep water drinking well, blasting/coating existing tankage,
12 rehabilitating an existing impaired well house, closing a failing booster pump
13 station house, replacement of over 750 meter pits with new meters, replacement
14 of numerous existing water service lines, installing numerous isolation valve
15 systems, installing multiple flush hydrants, repairing almost hundreds of leaks
16 and repairing or building various other supporting drinking water system
17 improvements.

18 In addition, CSWR has active acquisition cases, with associated design
19 engineering/permitting, pending before the Louisiana Public Service Commission
20 representing approximately 30 systems.

21 Q. WOULD CONFLUENCE RIVERS AND CSWR HAVE PERSONNEL
22 QUALIFIED TO PROVIDE SAFE AND ADEQUATE SERVICE IN THE

1 **SERVICE AREAS YOU PROPOSE TO ACQUIRE AND OPERATE IN THIS**
2 **CASE?**

3 A. Yes, they would. CSWR is already providing those and other similar services for
4 water and wastewater systems in Missouri and Arkansas. The level of
5 experience and expertise CSWR currently provides affiliated systems in Missouri
6 and Arkansas, and that it would bring to Confluence Rivers if the Application is
7 approved, is not usually available to small systems like those at issue in this
8 case. But CSWR's business model provides these assets to its affiliates and
9 does so through the economies of scale that CSWR's centralized management
10 structure can achieve, at a lower cost than would be the case if Confluence
11 Rivers or a similarly-sized company had to acquire or provide such expertise and
12 support on its own.

13 **Q. HAS THE ORGANIZATION TAKEN STEPS TO IMPROVE SERVICES AT THE**
14 **SYSTEMS IT NOW OPERATES?**

15 A. Yes. In addition to the capital improvements made on all the systems, the
16 organization has built from scratch customer service systems at each Missouri
17 utility it currently operates. Those systems provide benefits to customers and
18 comply with the Commission's Chapter 13 rules. The systems include 24-hour
19 emergency service phone lines for potential service issues, on-call emergency
20 service contractor personnel, implementation of a computerized maintenance
21 management system for wastewater and drinking water utility assets, real time
22 remote monitoring to ensure service stability, customer dissemination of MDNR
23 drinking water testing information, on-line bill-pay options, up-to-date website

1 bulletins about current service status, and service initiation or discontinuance
2 procedures.

3 **Q. DOES CONFLUENCE RIVERS HAVE THE TECHNICAL CAPACITY TO**
4 **OPERATE THE ASSETS IT PROPOSES TO PURCHASE?**

5 A. Yes. We have experience in the design and operation of water and sewer
6 systems. Confluence Rivers intends to utilize a contract operator for plant
7 operations, utilizing the services of appropriately qualified and licensed utility
8 system operators (for water and for sewer) ultimately supervised by me. The
9 contract operator would undertake routine day-to-day inspections, checks,
10 sampling, reporting, and meter reading for the water and sewer systems, as well
11 as accomplish most system repairs and extraordinary operations tasks as needs
12 arise, to address proper facility operations and customer service matters. All
13 these activities would be tracked inside CSWR's computerized maintenance
14 management system. Computerized maintenance monitoring also feeds in
15 remote monitoring data from individual plants, which together with the
16 maintenance data, integrate with a water information management system for all
17 CSWR facilities.

18 **Q. DOES CONFLUENCE RIVERS HAVE THE FINANCIAL CAPACITY TO**
19 **OPERATE THE ASSETS IT PROPOSES TO PURCHASE?**

20 A. Yes. CSWR has been able to attract investment capital to construct and
21 maintain facilities necessary to provide safe and reliable water and wastewater
22 service. Additionally, attached as Schedule JC-2C is an adjusted balance sheet
23 and income statement showing the results of the acquisition of properties

1 acquired by CSWR and its affiliates, which shows CSWR is a substantial
2 company with the financial wherewithal to own and operate the systems at issue
3 in this case. Schedule JC-2C has been identified as Confidential in accordance
4 with Commission Rule 4 CSR 240-2.135(2)(A)(3) and (6), as it contains market
5 specific information and information representing strategies employed in contract
6 negotiations.

7 **Q. DOES CONFLUENCE RIVERS HAVE THE MANAGERIAL CAPACITY TO**
8 **OPERATE THE ASSETS IT PROPOSES TO PURCHASE?**

9 A. Yes. Like routine facility operations, Confluence Rivers intends to utilize a
10 contract billing agent and utilize an emergency answering service. The billing
11 agent would be responsible for computing, printing, and sending monthly bills to
12 customers, and then collecting payment. The billing agent would also have
13 customer service staff that would be able to take and process customer inquiries
14 pertaining to billing, make bill adjustments, and enter into payment plans within
15 company guidelines, interact with the Commission's Staff in working with
16 customer complaints, and manage new customer accounts and the closing of
17 customer accounts. The contract billing agent would also be available to route
18 service complaints and inquiries. In addition, I would also be personally available
19 by telephone when severe emergencies arise. Confluence Rivers would comply
20 with the Commission's rules and standards regarding the provision of water and
21 sewer services.

22 **Q. IF THE COMMISSION APPROVES THE APPLICATION, IS CONFLUENCE**
23 **RIVERS WILLING AND ABLE TO MAKE IMPROVEMENTS NECESSARY TO**

1 **BRING THE PORT PERRY WATER AND WASTEWATER SYSTEMS UP TO**
2 **APPLICABLE COMMISSION STANDARDS, MAINTAIN COMPLIANCE, AND**
3 **RECTIFY ANY EXISTING ISSUES WITH MDNR REGULATIONS?**

4 A. Yes. If the Commission grants Confluence Rivers the authority it seeks in the
5 Application, Confluence Rivers and CSWR have access to adequate capital and
6 are willing and able to invest the capital necessary to bring the water and
7 wastewater systems at issue in this case up to standard and maintain
8 compliance with applicable MDNR regulations.

9 **Q. HOW DOES CONFLUENCE RIVERS PLAN TO FINANCE THE PURCHASE**
10 **OF THE SYSTEMS TO BE ACQUIRED AND THE MAKING OF THE**
11 **NECESSARY IMPROVEMENTS?**

12 A. Confluence Rivers plans to fund the purchase using equity provided by
13 Confluence Rivers' parent company, CSWR, LLC. Confluence Rivers has not
14 yet determined whether improvements at each system would be funded by
15 equity, debt, or a combination of both. The terms of any debt financing that
16 Confluence Rivers would enter into would be subject to the approval of the
17 Commission.

18 **SYSTEMS TO BE ACQUIRED**

19 **Q. WHAT DOES CONFLUENCE RIVERS PROPOSE IN THIS MATTER?**

20 A. Confluence Rivers proposes to acquire substantially all the water and sewer
21 system assets of Port Perry, including its CCNs.

22 **Q. WHAT IS THE GENERAL CONDITION OF THE SYSTEMS TO BE**
23 **ACQUIRED?**

1 A. All the systems lack the financial, technical, and/or managerial capacity needed
2 to provide safe and reliable water or sewer service. In addition to financial
3 problems, the systems have distinct operational problems. I provide a general
4 overview of the systems and their state of operation. The direct testimony of
5 Todd Thomas will address the conditions of the systems and Confluence Rivers'
6 proposed improvements to those systems in greater detail.

7 **Q. PLEASE DESCRIBE PORT PERRY SERVICE COMPANY, LLC**

8 A. On May 18, 1973, Port Perry was granted a CCN to provide water service in
9 Case No. 17681. Then on June 7, 1973, Port Perry was granted a CCN to
10 provide wastewater service in Case No. 17642. Port Perry is located near
11 Perryville, Perry County, Missouri, and according to its most recent annual report
12 currently serves approximately 370 water customers and 248 wastewater
13 customers. The service area is shown on the map in **Schedule JC-3**, and the
14 legal description of the service area is provided in **Schedule JC-4**. Due to their
15 lack of utility experience and inability to make the investments necessary to
16 upgrade its systems, Port Perry has concluded it is in the best interest of the
17 Company and its customers to sell the systems to a qualified operator.

18 **Q. HAS CSWR AND PORT PERRY EXECUTED AN ASSET PURCHASE**
19 **AGREEMENT?**

20 A. Yes. The *Agreement For Sale of Utility System* ("Asset Purchase Agreement") is
21 attached as **Schedule JC-5C** and has been identified as Confidential in
22 accordance with Commission Rule 4 CSR 240-2.135(2)(A)(3) and (6), as it
23 contains market specific information and information representing strategies

1 employed in contract negotiations. Pursuant to the Asset Purchase Agreement,
2 CSWR proposes to purchase substantially all the water and sewer assets of Port
3 Perry as specifically described in the agreement and under the terms and
4 provisions further described in the agreement. Such assets include the Port
5 Perry CCNs.

6 Section 17 of the Asset Purchase Agreement authorizes CSWR to assign
7 its rights under the agreement to an affiliate. CWSR and Confluence Rivers have
8 executed an Assignment of Rights, attached as Schedule JC-6, that at closing
9 would transfer to Confluence Rivers all CSWR's rights, title, and interests in Port
10 Perry's assets.

11 **Q. PLEASE DISCUSS THE GENERAL CONDITION OF THE PORT PERRY**
12 **SYSTEMS TO BE ACQUIRED.**

13 A. The water system has two wells. Well #1 is connected to the chlorine
14 disinfection system that directly enters the water supply system, which does not
15 allow for minimum disinfection contact time before the drinking water goes into
16 the distribution system to consumers. Well #2 is operated as an emergency well
17 and is not connected to the disinfection system. The well house, internal
18 electrical systems, and internal piping are aged and in need of immediate repairs.
19 The water system has one 223,000-gallon ground storage tank and three 800-
20 gallon hydropneumatics tanks to normalize water pressure in the distribution
21 system. Confluence Rivers proposes to invest in upgrades to maintain
22 compliance with Missouri Department of Natural Resources (MDNR) drinking
23 water regulations, maintain safe and adequate service and preserve the normal

1 life of the utility assets. The direct testimony of Todd Thomas discusses the state
2 of the water system in more detail and the projected cost of the proposed
3 improvements.

4 Port Perry's wastewater treatment facility is a no-discharge system
5 utilizing land irrigation for the effluent. The collection system consists of both
6 pressure sewers and gravity sewers. There are issues with the land application
7 system that preclude it from correctly applying waste. The system also lacks
8 adequate security fencing. Confluence Rivers proposes to invest in upgrades to
9 maintain compliance with MDNR clean water regulations, maintain safe and
10 adequate service and preserve the normal life of the utility assets. The direct
11 testimony of Todd Thomas discusses the state of the wastewater system in more
12 detail and the projected cost of the proposed improvements.

13 Additionally, most of the existing utility easements have major clouding or
14 impairments due to numerous changes of ownership control without the proper
15 recording of transfers.

16 **TARIFFS AND RATES**

17 **Q. IF THE APPLICATION IS APPROVED, WHAT RATES DOES CONFLUENCE**
18 **RIVERS REQUEST TO UTILIZE FOR THE PROVISION OF SERVICE?**

19 **A.** Confluence Rivers proposes to use the existing rates for Port Perry customers
20 approved by the Commission in 2002.

21 The current water rates for Port Perry are as follows:

22 Monthly Minimum: (Includes 2,000 gallons of water)
23 For Service through a 5/8" meter \$ 13.23
24 For Service through a 3/4" meter \$ 16.26

1	For Service through a 1" meter	\$ 22.33
2	For Service through a 1 1/2" meter	\$ 37.49
3	For Service through a 2" meter	\$ 55.69
4	For Service through a 3" meter	\$ 98.16
5	For Service through a 4" meter	\$158.83

6	All usage over 2,000 gallons	
7	(per 1,000 gallons)	\$ 3.58

8 Any applicable federal, state, or local taxes computed on a billing basis would be
9 added as a separate item in each bill.

10 The current sewer rates for Port Perry are as follows:

11	Monthly Bill	
12	Full-time Residential Sites	\$18.94 per month
13	Part-time Residential Sites	\$14.21 per month
14	Part-time Residential Trailer	
15	or Camper Site with sewer service	\$14.21 per month
16	Bathhouse and swimming pool complex	\$37.37 per month
17	Camper dumping station (each)	\$37.37 per month
18		

19 Any applicable federal, state, or local taxes computed on a billing basis would be
20 added as a separate item in each bill.

21 **Q. WOULD THOSE RATES EVENTUALLY REQUIRE ADJUSTMENT?**

22 A. Yes. The Commission approved these rates in 2002. The current rates for Port
23 Perry do not reflect the current cost of providing service. Additionally, as
24 indicated above, these systems require investment that would likely result in a
25 rate increase request of some amount after those additions have been
26 completed. However, any such increase would require a separate, future rate
27 case for the purpose of considering such factors.

1 Q. IF THE APPLICATION IS APPROVED, WHAT RULES AND REGULATIONS
2 DOES CONFLUENCE RIVERS PLAN TO UTILIZE FOR THE PROVISION OF
3 SERVICE?

4 A. Confluence Rivers proposes to adopt the rules and regulations currently
5 approved for Port Perry.

6 STAFF'S PROPOSED CONDITIONS

7 Q. STAFF FILED A RECOMMENDATION IN REGARD TO THE APPLICATION.
8 HAVE YOU REVIEWED THE STAFF'S RECOMMENDATION?

9 A. Yes. The Staff recommends approval of the transfer of assets of Port Perry and
10 transfers of the relevant CCNs to Confluence Rivers with the 11 conditions or
11 actions contained on pages 8 and 9 of Staff's Memorandum.

12 Q. ARE STAFF'S RECOMMENDED CONDITIONS OR ACTIONS ACCEPTABLE
13 TO CONFLUENCE RIVERS?

14 A. Confluence Rivers disagrees only with the Staff's determination of the net book
15 value of assets proposed to be purchased from Port Perry in this case. In Staff's
16 Memorandum, Staff determined the net book value of assets is approximately
17 \$58,133.00 as of March 31, 2019, and proposes this net book value be used as
18 the starting point for determination of the rate base value in the first rate case for
19 the Port Perry systems. However, footnote 5 on page 7 of Staff's Memorandum
20 states:

21 the rate base value as determined by Staff for this case is for
22 informational purposes only, and reflects only Staff's determination
23 based on its review of this case. In subsequent proceedings, the
24 rate base determination value identified by Staff is subject to
25 change based on positions of other parties, or by receipt of

1 additional information not available during Staff's review of this
2 case.

3
4 Staff's statement appears to reserve the right of parties to argue a different rate
5 base value in subsequent proceedings. With Confluence Rivers' disagreement
6 with Staff's determination of the net book value noted, along with the parties'
7 reservation of rights to argue a different rate base value in subsequent
8 proceedings, Staff's Recommendation is acceptable to Confluence Rivers.

9 **PUBLIC INTEREST**

10 **Q. HOW DO YOU BELIEVE THE PROPOSED TRANSACTIONS RELATE TO THE**
11 **PUBLIC INTEREST?**

12 A. As my testimony explains, the proposed acquisition of the specified assets of
13 Port Perry and the related transactions are not detrimental to the public interest
14 of the State of Missouri. The assets would be acquired by Confluence Rivers
15 and remain subject to the jurisdiction of the Commission. Confluence Rivers is
16 fully qualified, in all respects, to own and operate the systems to be acquired and
17 to otherwise provide safe and adequate service – something that is not present
18 at the current time.

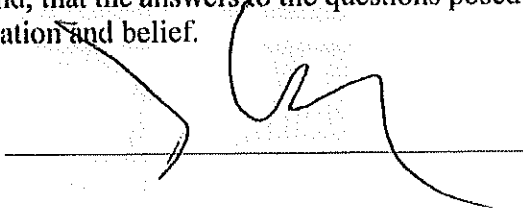
19 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

20 A. Yes, it does.

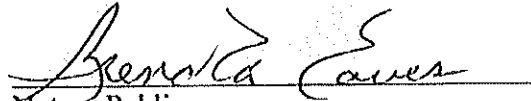
AFFIDAVIT

STATE OF MISSOURI)
)
COUNTY OF St. Louis) ss

I, Josiah Cox, state that I am the President of Confluence Rivers Utility Operating Company, Inc.; that the Direct Testimony and schedules attached hereto have been prepared by me or under my direction and supervision; and, that the answers to the questions posed therein are true to the best of my knowledge, information and belief.



Subscribed and sworn to before me this 22nd day of July, 2019.



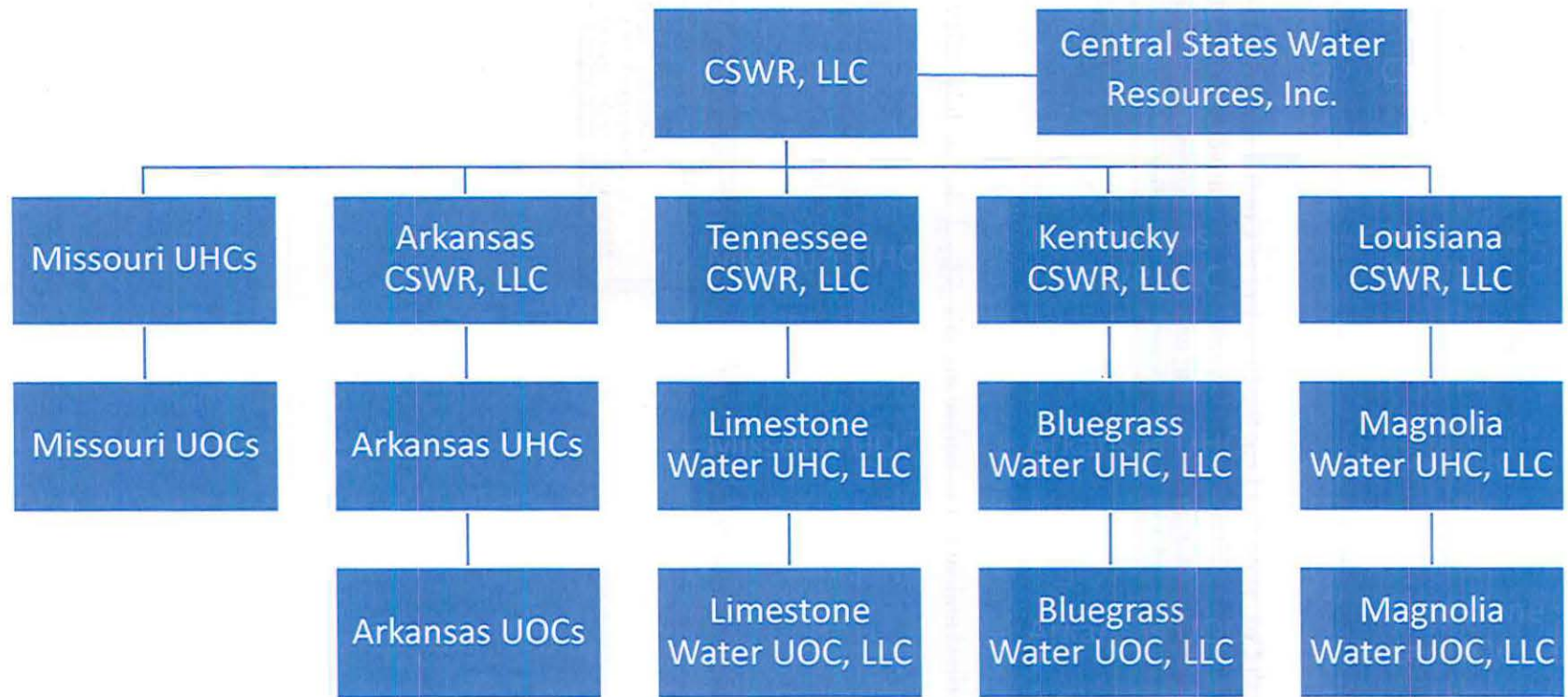
Notary Public

My Commission Expires: 01/31/2021

(SEAL)



Central States Water Resources Corporate Entity Organizational Chart

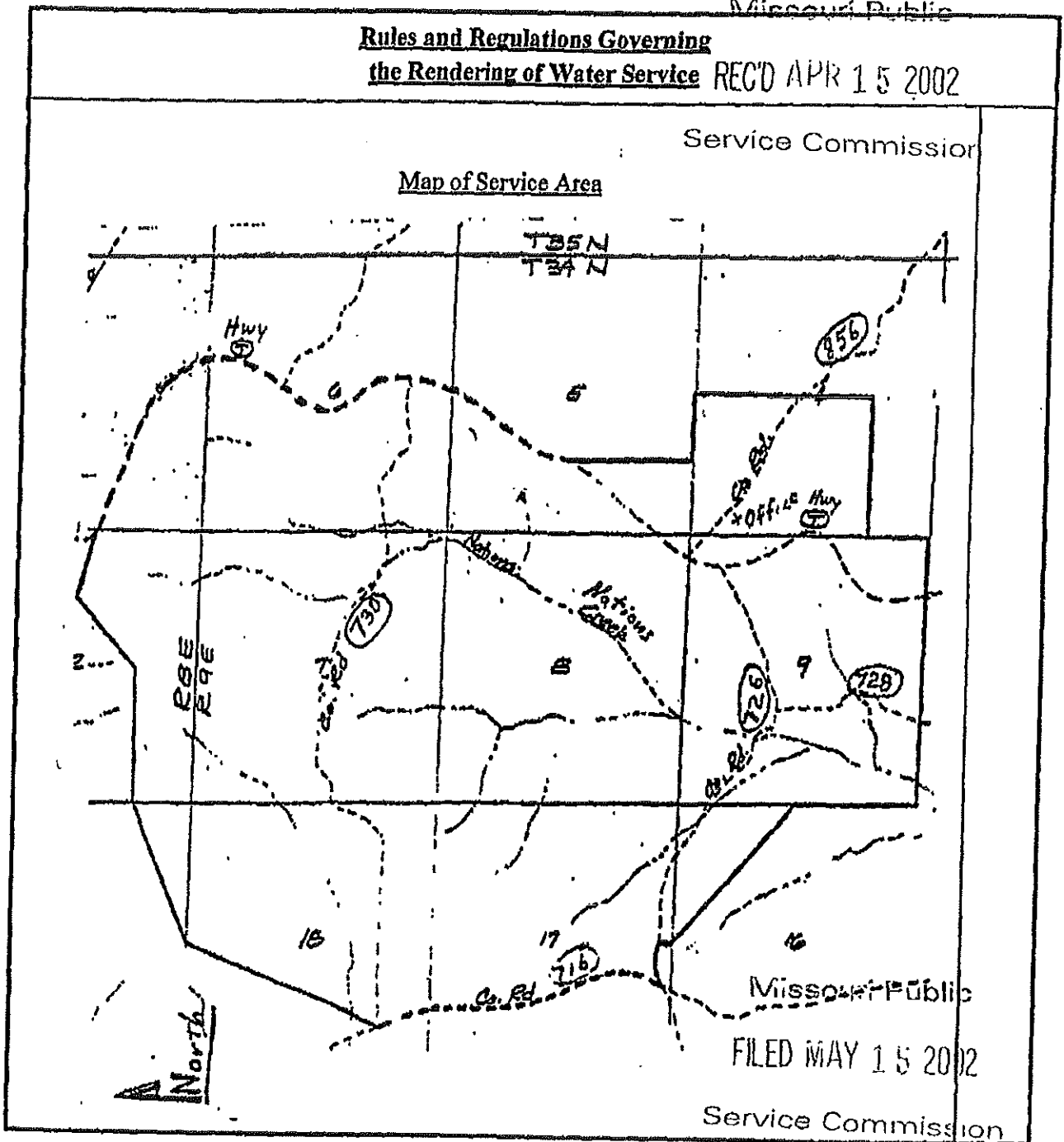


SCHEDULE JC-2C

HAS BEEN MARKED
CONFIDENTIAL
IN ITS ENTIRETY

PORT PERRY SERVICE COMPANY
Name of Issuing Company

For: PORT PERRY, PERRY COUNTY, MO
Certificated Service Area



Date of Issue April 15, 2002
Month Day Year

Date Effective May 15, 2002
Month Day Year

Issued By: E. Robert Horn, President
Name and Title of Issuing Officer

14644 Hwy T, Perryville, MO 63775
Company Address

PORT PERRY SERVICE COMPANY
Name of Issuing Company

For: PORT PERRY, PERRY COUNTY, MO
Certificated Service Area

Missouri Public

Rules and Regulations Governing
the Rendering of Water Service

REC'D APR 15 2002

Service Commission

Legal Description of Service Area

Beginning at the point of intersection of the center line of Missouri Highway T with the east line of section 9, T34N, R9E, Perry County, Missouri;

Thence north along said east line to the northeast corner of said section;

Thence west along the north line of said section to the southeast corner of the southwest 1/4 of the southeast 1/4 of section 4;

Thence north along the east line of said 1/4 1/4 section and continuing to the northeast corner of the northwest 1/4 of said southeast 1/4;

Thence west along the east-west centerline of section 4 to the west line of said section;

Thence south along said west line to the northeast corner of the south-east 1/4 of the southeast 1/4 of section 5;

Thence west along the north line of said 1/4 1/4 section and its prolongation to the centerline of Missouri Highway T;

Thence along said centerline through sections 5, 6 and 7, T34N, R9E and section 1, T34N, R8E to the south line of said section 1;

Thence southwestwardly to the southwest corner of the northwest 1/4 of the northeast 1/4 of section 12;

Thence southeastwardly to the northwest corner of the northeast 1/4 of the southeast 1/4 of section 12, T34N, R8E;

Thence south along the west line of said 1/4 1/4 section and continuing to the northwest corner of the northeast 1/4 of the northeast 1/4 of section 13, T34N, R8E;

Thence southeastwardly to the northwest corner of the northwest 1/4 of the southwest 1/4 of section 18, T34N, R9E;

Thence southeastwardly to the intersection of county roads in the southeast 1/4 of the southeast 1/4 of said section;

Thence eastwardly along the county road to its intersection with a county road in the northeast 1/4 of the southeast 1/4 of section 17;

Thence northwardly along the county road to the north line of said 1/4 1/4 section;

Thence east along said north line to the northeast corner of said 1/4 1/4 section;

Thence northeastwardly to the southwest corner of the southwest 1/4 of the southeast 1/4 section 9;

Thence east along the south line of said 1/4 1/4 section and continuing to the southeast corner of section 9, T34N, R9E;

Thence north along the east line of said section to the point of beginning and containing 4,000 acres, more or less.

- * Indicates new rate or text
- + Indicates change

Missouri Public
FILED MAY 15 2002

Date of Issue April 15, 2002
Month Day Year

Service Commission
Date Effective May 15, 2002
Month Day Year

Issued By: E. Robert Horn, President
Name and Title of Issuing Officer

14644 Hwy T, Perryville, MO 63775
Company Address

SCHEDULE JC-5C

HAS BEEN MARKED
CONFIDENTIAL
IN ITS ENTIRETY

ASSIGNMENT OF INTERESTS

WHEREAS, Port Perry Service Company, Michael Yamnitz, and Brad Moll (collectively “Sellers”) and Central States Water Resources, Inc., (“Buyer”) entered into an *Agreement for Sale of Utility System* (“Agreement”) dated August 22, 2018; and

WHEREAS, under terms of the Agreement Buyer will acquire all Sellers’ assets pertaining to Sellers’ provision of water and sewer services through systems located in Perry County, Missouri; and

WHEREAS, Section 17 of the Agreement gives Buyer the right, at closing, to assign to an affiliated entity all Buyer’s rights, title, and interests in Sellers’ assets and to do so without need to obtain Sellers’ consent; and

WHEREAS, Confluence Rivers Utility Operating Company, LLC, (“Confluence Rivers”) is an affiliate of Buyer formed for the purpose of owning and operating sewer systems in the state of Missouri;

NOW, THEREFORE, in accordance with its rights under the Agreement, Buyer hereby assigns to Confluence Rivers, at closing of the transaction contemplated by the Agreement, all Buyer’s rights, title, and interests to the assets acquired from Sellers, including, without limitation, the following:

1. The land, improvements, easements, rights of way, permits, and leases related to sewer systems owned and operated by Sellers in Perry County, Missouri, and as depicted or described in Exhibits A and B of the Agreement;

2. All of Sellers’ sewer service facilities, equipment, lines, plant, pipes, manholes, and appurtenances;

3. Any machinery and equipment, such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies, and other tangible items, if any, as located in Perry County, Missouri, and used or held for use in connection with Sellers’ ownership and operation of its water and sewer systems, as described in Exhibit C of the Agreement;

4. All Sellers’ rights, title, and interest to any franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, and customer deposits, if any, pertaining to, allocable to, or arising out of Sellers’ provision of water or sewer service in Perry County, Missouri, and as more generally described in Exhibit D of the Agreement;

5. All Sellers’ inventory, merchandise, contract rights, supplies, goodwill, and general intangibles, including accounts receivable pertaining to the provision of sewer service, except accounts receivable accrued prior to the closing date specified in the Agreement; and

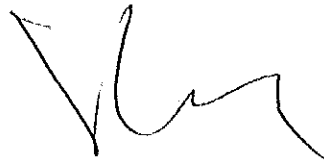
6. All assets not otherwise described or identified located in Perry County, Missouri, that are used or useful to Sellers to operate its water and sewer systems, except any and all cash,

cash equivalents, and bank deposits in existence prior to closing the transaction contemplated by the Agreement.

Consistent with this Assignment of Interests and its obligations under the Agreement, Buyer agrees to take all actions necessary to ensure Sellers fully and lawfully transfer all interests subject to this assignment to Confluence Rivers at closing of the transaction contemplated by the Agreement.

Executed this 29 day of March 2019.

**CENTRAL STATES WATER
RESOURCES, INC.**



President