

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held by telephone and internet audio conference on the 13<sup>th</sup> day of January, 2021.

In the Matter of the Application of )  
Confluence Rivers Utility Operating )  
Company, Inc., to Acquire Certain ) **File No. WM-2020-0403**<sup>1</sup>  
Water and Sewer Assets of Terre Du )  
Lac Utilities Corporation )

**ORDER APPROVING STIPULATION AND AGREEMENT AND  
GRANTING CERTIFICATES OF CONVENIENCE AND NECESSITY**

Issue Date: January 13, 2021

Effective Date: February 12, 2021

On June 12, 2020,<sup>2</sup> Confluence River Utility Operating Company, Inc. (Confluence or the Company) filed an Application and Motion for Waiver (Application) seeking authority to purchase substantially all of the water and/or sewer assets of Terre Du Lac Utilities Corporation (Terre Du Lac). It also asked the Commission either to approve a transfer of Terre Du Lac's certificate of convenience and necessity (CCN) or to grant Confluence a new water and sewer CCN authorizing it to own, install, contract, operate, control, manage, and maintain the systems it proposed to acquire from Terre Du Lac. Confluence also requested a waiver of the 60-day notice requirement of 20 CSR 4240-4.017(1). On June 15, the Commission issued its Order Directing Notice and Establishing Time for Filings.

The Commission Staff (Staff) filed a Recommendation on September 18 (Staff Recommendation), recommending the Application be approved, but only if the request for a rate of return premium and debt acquisition adjustment under Commission Rule

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<sup>1</sup> WM-2020-0403 and SM-2020-0404 were consolidated by order of July 6, 2020.

20 CSR 4240-10.085(1(C) was removed. On November 8, Confluence filed a response objecting to the Staff Recommendation.

On December 14, Confluence filed a Revised Response to Staff Recommendation (Revised Response). Therein Confluence stated that it and Terre Du Lac had recently executed an amendment to the Purchase and Sale Agreement that reflected a reduction in the purchase price. The amendment to the Purchase and Sale Agreement was attached as Appendix 1 to the Revised Response, and the Revised Response states that based upon the amendment Confluence was withdrawing its request for a rate of return premium and debt acquisition adjustment. Confluence's Revised Response further revised its prior objection to the Staff Recommendation and stated Confluence's agreement with and willingness to accept the identified "conditions and actions" 1-12 in the Staff Recommendation.<sup>3</sup>

A local public hearing was held on December 15. On December 18, Confluence, Terre Du Lac, the Staff, and the Office of Public Counsel filed a Unanimous Stipulation and Agreement (Stipulation). The signatories have agreed to the transfer of Terre Du Lac's assets and affected CCN's to Confluence subject to the conditions and actions outlined in the Staff's Recommendation, as modified in the Stipulation.

## **FINDINGS**

Confluence is a Missouri corporation, active and in good standing in Missouri, with its principal office and place of business in St. Louis, Missouri. It provides water services to approximately 547 customers and sewer service to approximately 636 customers and is a

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<sup>2</sup> All date references hereafter will be to 2020, unless otherwise indicated. All references to the Missouri Revised Statutes will be to 2016.

<sup>3</sup> Terre Du Lac also filed an objection to Staff's Recommendation on November 9. Terre Du Lac has not withdrawn its objection but has signed the stipulation, which states: "However, Confluence and Terre Du Lac have subsequently amended the Purchase and Sale Agreement that is the subject of this case and no longer object to the Staff Recommendation."

“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. Confluence is a subsidiary of Central States Water Resources, Inc. (CSWR), which is also the parent company of six other water and sewer companies in Missouri, as well as systems in Arkansas, Tennessee, Kentucky, and Louisiana. Terre Du Lac is a for-profit corporation in good standing in Missouri. It is a “water corporation,” a “sewer corporation,” and a “public utility” as defined by Section 386.020, RSMo, and is subject to the jurisdiction and supervision of the Commission. Terre Du Lac provides water and sewer service to approximately 1,302 customers in Saint Francois and Washington Counties, near the city of Bonne Terre, Missouri.

On November 27, 2019, CSWR and Terre Du Lac entered into a Purchase and Sale Agreement. It was amended on March 17, 2020, and on August 10, 2020.<sup>4</sup> The November 27 and March 17 agreements are included in Appendix A-C of the Application. On December 14, Confluence filed a Revised Response to Staff Recommendation, containing a Third Amendment to Purchase and Sale Agreement, reflecting a reduction in the purchase price. This third amendment is attached to Confluence’s revised response as Appendix 1. Hereinafter, the November 27, 2019 purchase agreement and its three subsequent amendments will be, per the recitals of the Third Amendment, referred to together as the “purchase agreement” or “agreement.”

#### Acquisition of Assets

The drinking water system utilizes groundwater wells as the source of supply. The distribution system, with water meters on all customer service connections, has approximately 50 miles of 4, 6, and 8-inch diameter pipe. The drinking water system

operates under a DNR permit. Historically, Terre Du Lac has had two issues with its water supply source: capacity and quality. Terre Du Lac's water system has experienced ongoing environmental issues relating to naturally occurring radionuclide levels within its well systems. The addition of a new drinking water well in 2016 and the removal of a well from service has significantly increased system capacity and reduced the radionuclide problem. The sewer system includes a single-cell lagoon and collection sewer, an oxidation ditch and its collection sewers, and a three-cell aeration lagoon and collection sewers. Terre Du Lac has a history of noncompliance with Commission and Department of Natural Resources (DNR) rules and regulation.

### Rates

In the Application, Confluence proposed to adopt the existing tariffs and rates of Terre Du Lac. Staff supported this proposal to adopt Terre Du Lac tariffs, adopt existing water rates for the unregulated systems in P.S.C. MO No. 2, and adopt the existing sewer rates in P.S.C. MO No. 3.<sup>5</sup> The current water rates for Terre Du Lac are as follows:

5/8" & 3/4" Meters \$14.85 per month  
1" Meter \$37.14 per month  
2" Meter \$118.85 per month  
Usage Charge \$1.80 per 1,000 gallons of water used per month

The current sewer rates for Terre Du Lac are as follows:

Residential and Commercial  
5/8" & 3/4" meters \$19.72 per month

Commercial, Multi-Family & Residential  
1" meter \$49.29 per month  
2" meter \$157.74 per month

Both the water and sewer rates became effective on September 29, 2017.

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<sup>4</sup> Filed with the Commission on December 28, 2020 as Second and Third Amendments to Purchase and Sale Agreement (Appendix A and B Confidential).

The Commission has jurisdiction to rule on the Application because Missouri law requires that before selling or transferring its assets, a water corporation or sewer corporation must first obtain an order from the Commission authorizing the sale or transfer. The Commission will deny the Application only if approval would be detrimental to the public interest. The Application requested an acquisition premium in the form of a debt acquisition premium and a return on equity incentive. Staff found the proposed transfer was detrimental to the public interest due to the requested acquisition premium, but stated that the proposed transfer of assets would not be otherwise detrimental to the public interest. Confluence has withdrawn its request for an acquisition premium. The system has operated in the past with significant deficiencies that can cause public health concerns. Confluence is a qualified utility based upon its current provisions for water and sewer service, and Confluence has the financial capacity to acquire and operate the Terre Du Lac systems. The Commission finds, accordingly, that the assets transfer is not detrimental to the public interest.

#### Certificate of Convenience and Necessity

The Commission may grant a water and sewer corporation a certificate of convenience and necessity to operate after determining that the construction and operation are either “necessary or convenient for the public service.”<sup>6</sup> The Commission articulated the specific criteria to be used when evaluating applications for utility CCNs in the case *In re Intercon Gas, Inc.*, 30 Mo. P.S.C. (N.S.), 561 (1991). The *Intercon* case combined the standards used in several similar certificate cases, and set forth the following criteria: (1) there must be a need for the service; (2) the applicant must be qualified to provide the proposed service; (3) the applicant must have the financial ability to provide the service; (4)

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<sup>5</sup> Staff Memorandum in Support of Staff Recommendation, p. 19.

the applicant's proposal must be economically feasible; and (5) the service must promote the public interest.<sup>7</sup>

The Staff states that Confluence's application satisfies the "Tartan" criteria. Based on Staff's recommendation, the Commission finds there is a need for service as the customers are already receiving and will continue to need the service. Criterion one is satisfied. Confluence is a qualified utility based upon its current provisions for water and sewer service. Criterion two is satisfied. Confluence has the financial capacity to acquire and operate Terre Du Lac through access to capital through its upstream affiliates. Its parent company, CSWR, owns several water and sewer utilities in several states. Criterion three is satisfied.

The Staff concluded that the proposal is economically feasible. In reaching this conclusion, the Staff considered the need to correct several deficiencies in the service Terre Du Lac customers are now receiving and whether those deficiencies can be addressed with Terre Du Lac's current rates. The Staff has considered Confluence's proposals for system repairs and improvements and concluded they represent a reasonable plan for providing safe and adequate service. In reaching its conclusion that the proposed transactions are economically feasible, the Staff took into consideration the need for improvements, including, but not limited to, Confluence's proposed improvements for the water system; its general plan to replace the single-cell lagoon and collection sewer with a lift station that will involve the construction of a new electric service, an all-weather access road, and a remote monitoring system; system improvements for the oxidation ditch

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<sup>6</sup> Section 393.170.3, RSMo.

<sup>7</sup>The factors have been referred to as the "Tartan Factors" or the "Tartan Energy Criteria." See Report and Ord, *In re Application of Tartan Energy Company, L.C., d/b/a Southern Missouri Gas Company, for a Certificate of Convenience and Necessity*, Case No. GA-94-127, 3 Mo. P.S.C. 3d 173 (September 16, 1994), 1994 WL 762882, \*3 (Mo. P.S.W.C.).

treatment system, including potentially expanding or replacing the oxidation ditch in its entirety; and proposed improvements for the Three-Cell Lagoon and Collection Sewer. The Staff observed that parts of these projects were planned to be completed no later than 18 months following the acquisition closing. After reviewing all the proposed improvements for the water and sewer systems, it was Staff's conclusion that adequate revenue is built into existing rates to maintain the drinking water and sewer systems and to retain employees capable of conducting this maintenance. Noting the Confluence was not requesting a rate change and otherwise based on its conclusion that the system could be maintained on current rates, Staff concluded that Tartan criterion four was satisfied. Staff stated it will review all investments and the actual costs for all repair and improvements during a future rate case to be filed by Confluence. Based upon Staff's analysis and recommendation and because Confluence is not requesting a change in the currently approved Commission rates, the Commission finds that the proposed continuation of Terre Du Lac's current rates and the proposal are feasible. The Commission finds that criterion four is satisfied. The Commission further finds that because of the positive findings with respect to criteria one through four, the proposed acquisition promotes the public interest. Criterion five is satisfied.

Based upon the information provided in the Application and in the verified Recommendation of Staff, as well as the Stipulation, the Commission finds the operation of the water and sewer systems now serving Terre Du Lac's customers described in this order is "necessary or convenient for the public service."<sup>8</sup>

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<sup>8</sup> Section 393.170.3, RSMo, 2016.

## **DECISION**

The Commission finds based on Confluence's sworn Application that Confluence has had no communications with the Commission within 150 days prior to its Application regarding any substantive issue likely to be in the case. Good cause, accordingly, exists for granting a waiver of the 60-day notice requirement of Rule 20 CSR 4240-4.017(1)(D). The Commission will grant the waiver. The Commission finds Confluence's acquisition of the Terre Du Lac water and sewer assets is not detrimental to the public interest and will grant Confluence's request for authority to acquire those assets and systems and Terre Du Lac authority to transfer them to Confluence. The Commission finds that granting Confluence CCNs is necessary or convenient for the public service and will grant Confluence CCNs for the Terre Du Lac service area, subject to the conditions and actions outlined in Staff's Recommendation as modified in the stipulation. The Commission finds that Confluence has withdrawn its request for an acquisition premium and that that issue is moot.

The Commission has not evaluated the necessity or prudence of any proposed improvements. In approving the Stipulation and in granting Confluence certificates of necessity, the Commission is making no findings regarding the ratemaking treatment to be afforded any matters pertaining to the granting of the certificates or expenditures related to the certificated service area. To assist the Commission in establishing rate base for the systems to be acquired pursuant to this order, the Commission will direct Confluence to file engineering and technical reports and additional project information for all Terre Du Lac improvements when it next seeks a rate adjustment for any of the assets acquired pursuant to this order.



**THE COMMISSION ORDERS THAT:**

1. Confluence is granted a waiver of the sixty-day notice requirement provided for in Commission Rule 20 CSR 4240-4.017(1).

2. The Unanimous Stipulation and Agreement is approved and its signatories are ordered to comply with its terms. A copy of the Unanimous Stipulation and Agreement is attached to this order as Attachment A.

3. Confluence is granted authority to acquire the Terre Du Lac assets and Terre Du Lac is authorized to transfer those assets to Confluence per the terms and conditions of the purchase agreement described in the body of this order, subject to the terms of the Unanimous Stipulation and Agreement.

4. Upon closing of the asset transfer, Terre Du Lac is authorized to cease providing service, and Confluence is authorized to begin providing service.

5. Confluence shall submit an adoption notice before closing on the assets to adopt the existing Terre Du Lac tariffs.

6. Confluence is granted Certificates of Convenience and Necessity to operate the Terre Du Lac water and sewer systems in the Terre Du Lac service area described in the body of this order, subject to the conditions and actions set out in the Unanimous Stipulation and Agreement

7. Confluence shall charge Terre Du Lac's existing rates. It shall adopt Terre Du Lac's tariffs, adopt existing water rates for the unregulated systems in P.S.C. MO No. 2, and adopt the existing sewer rates in P.S.C. MO No. 3.

8. Confluence shall file engineering and technical reports and project information for all improvements to the sewer and water assets acquired pursuant to this order when it next seeks a rate adjustment.

9. Confluence and Terre Du Lac are 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.

10. This order shall become effective on February 12, 2021.



**BY THE COMMISSION**

A handwritten signature in black ink that reads "Morris L. Woodruff". The signature is written in a cursive, flowing style.

Morris L. Woodruff  
Secretary

Silvey, Chm., Kenney, Rupp, Coleman, and  
Holsman CC., concur.

Graham, Regulatory Law Judge

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

In the Matter of the Application of	)	
Confluence Rivers Utility Operating	)	
Company, Inc., to Acquire Certain Water	)	<b>File Nos. WM-2020-0403</b>
and Sewer Assets of Terre Du	)	As Consolidated with
Lac Utilities Corporation.	)	SM-2020-0404

**UNANIMOUS STIPULATION AND AGREEMENT**

**COMES NOW** Confluence Rivers Utility Operating Company, Inc. (Confluence), the Missouri Public Service Commission (Commission) Staff (Staff), the Office of the Public Counsel (Public Counsel), and Terre Du Lac Utilities Corporation (TDLU) (collectively Signatories), and, pursuant to CSR 20 CSR 4240-2.115, presents this *Unanimous Stipulation and Agreement (Stipulation and Agreement)* as a complete resolution of the above-captioned case. In support of this *Stipulation and Agreement*, the Signatories state as follows:

**BACKGROUND**

1. On June 12, 2020, Confluence filed its *Application and Motion for Waiver*, seeking authority to acquire substantially all of the water and/or sewer assets of TDLU and approval of the transfer of TDLU’s existing certificates of convenience and necessity (CCNs), or for the Commission to grant new CCNs authorizing Confluence to own, install, construct, operate, control, manage and maintain the systems it proposed to acquire. Confluence also sought an acquisition incentive under Commission Rule 20 CSR 4240-10.085(1)(C).

2. The Staff of the Commission (Staff) filed a recommendation on September 18, 2020 (*Staff Recommendation*). Staff recommended that Confluence’s request for a return premium and debt acquisition adjustment pursuant to Commission Rule 20 CSR 4240-10.085 be denied. Staff further recommended that if the request for an acquisition incentive is denied, the proposed transfer of assets would not be detrimental to the public interest, the transfer of TDLU’s existing CCNs, or

the granting of new CCNs, to Confluence authorizing it to install, acquire, build, construct, own, operate, control, manage, and maintain water and sewer systems would be in the public interest, and under such circumstances Staff would recommend approval with “conditions and actions” 1-12 described in the *Memorandum*. (*Memorandum*, p. 26-28). Confluence and TDLU initially objected to the *Staff Recommendation*. However, Confluence and TDLU have subsequently amended the Purchase and Sale Agreement that is the subject of this case and no longer object to the *Staff Recommendation*.

### STIPULATION

3. The Signatories agree and intend this *Stipulation and Agreement* to settle all issues within the above-captioned case. The Parties recommend that the Commission approve this Stipulation and Agreement as a just and a fair compromise of their respective positions.

4. The Signatories recommend approval of the transfer of assets of TDLU and transfer of the affected CCNs, subject to the conditions and actions outlined in the *Staff Recommendation*, as modified below:

1. Authorize TDLU to sell and transfer utility assets to Confluence, and transfer the CCN currently held by TDLU to Confluence upon closing on any of the respective systems;

2. Upon closing of the asset transfer, authorize TDLU to cease providing service, and authorize Confluence to begin providing service;

3. Require Confluence to submit an adoption notice prior to closing on the assets, to adopt the existing TDLU tariffs;

4. The parties agree that Confluence will initially record a net book value of \$521,912 for the TDLU water system and a net book value of \$339,738 for the TDLU sewer system, as of June 30, 2020, as reflected in the Staff Recommendation and updated to the date of closing. Confluence will use the depreciation rates that are currently approved for TDLU in regard to the TDLU assets going forward.

5. Require Confluence to create and keep financial books and records for plant-in-service, revenues, and operating expenses (including invoices) in accordance with the NARUC Uniform System of Accounts;

6. Require Confluence to follow the recommendations agreed to by TDLU in the Notice of Partial Disposition filed in the previous TDLU Rate Case Nos. WR-2017-0110 under agreement 3 listed below:

a. Within thirty (30) days of the closing on the assets, Confluence shall report all plant additions related to customer service to Account 345 – Customer Services for water operations and Account 353 – Customer Services for sewer operations per the USOA.

b. Within one hundred eighty (180) days of closing on the assets, Confluence shall record capitalized payroll related to customer connections as a separate journal entry to ensure this capitalized labor is properly reflected in Company’s plant balances for ratemaking purposes. All journal entries to related to customer connects should be made on a quarterly basis.

c. Within one hundred eighty (180) days of closing on the assets, Confluence shall record customer connection fees collected as a separate journal entry to ensure these amounts are properly reflected in Company’s CIAC balance. All journal entries related to customer connections should be made on a quarterly basis.

d. Within one hundred eighty (180) days of closing on the assets, Confluence shall track all meters installed on its water system separately from other costs to ensure proper Commission approved depreciation rate is applied for ratemaking purposes, and to ensure adequate records for tracking meter life, locations, and meter accuracy.

e. Confluence shall submit, on or before August 15<sup>th</sup> of each year, to the Manager of the Auditing Department for the Staff copies of disks containing the final billed water usage, sewer service revenues and all miscellaneous revenues for each month on a separate basis for the period covering January through June. On or before February 15<sup>th</sup> of each year, Confluence shall provide to the Manager of the Auditing Department for the Staff copies of disks containing the final billed water usage, sewer service revenue, and all miscellaneous revenue for each month on a separate basis for the period covering July through December.

f. Confluence shall maintain a Plant Additions and Retirements spreadsheet along with supporting documentation. This supporting documentation shall include any bids received, sale or purchase agreements, loan agreements, invoices by vendor and proof of payment.

g. Confluence will keep a record of the customers that are added and dropped off the system between the previous rate case and Confluence’s next rate case.

h. Confluence shall continue tracking costs related to each customer connection to the sewer system and the water system using the form provided in the last rate case.

i. Confluence shall continue recording all parts purchased for customer connections as a separate journal entry to ensure a proper accounting of this cost.

7. Confluence will provide training to its call center personnel regarding rates and rules applicable to the customers acquired from the Selling Utilities, prior to the customers receiving notification of the pending acquisition;

8. Confluence will distribute to the newly acquired customers, prior to the first billing from Confluence, an informational brochure detailing the rights and responsibilities of the utility and its customers regarding its utility service, consistent with the requirements of Commission Rule 20 CSR 4240-13, as well as notification regarding changes to the billing cycle, bill format, and payment options within fifteen (15) days of closing on the assets;

9. Confluence will provide to the Customer Experience Department Staff and Public Counsel a sample of its actual communication with its newly acquired customers regarding its acquisition and operations of the utility assets, and how customers may reach Confluence, within fifteen (15) days after closing on the assets;

10. Confluence will provide to the Customer Experience Department Staff and Public Counsel a sample of five (5) billing statements for the acquired company from the first month's billing within thirty (30) days of such billing;

11. Confluence will file notice in this case once the personnel training, informational brochure, communications, and billing listed in conditions 7, 8, 9, and 10 are completed. Such notice shall include the informational brochure referenced in condition 8 and information on the call center personnel training referenced in condition 7; and

12. The Commission should make no finding that precludes it from considering the ratemaking treatment to be afforded any matters in any later proceeding.

5. The signatories acknowledge that Confluence has withdrawn its request for an Acquisition Incentive.

## **GENERAL PROVISIONS**

6. In presenting this *Stipulation and Agreement*, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any procedural principle, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this *Stipulation and Agreement*, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this *Stipulation and Agreement*, except as

otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this *Stipulation and Agreement* relate only to the specific matters referred to in this *Stipulation and Agreement*, and no signatory waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this *Stipulation and Agreement*.

7. The terms of this *Stipulation and Agreement* are interdependent. If the Commission does not approve this *Stipulation and Agreement* in total, or approves it with modifications or conditions to which a signatory objects, then this *Stipulation and Agreement* shall be void and no signatory shall be bound by any of its provisions. The agreements herein are specific to this proceeding and are made without prejudice to the rights of the Signatories to take other positions in other proceedings except as otherwise noted herein.

8. If the Commission does not unconditionally approve this *Stipulation and Agreement* without modification, and notwithstanding its provision that it shall become void, neither this *Stipulation and Agreement*, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any signatory has for a decision in accordance with Section 536.080, RSMo, or Article V, Section 18, of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this *Stipulation and Agreement* had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this *Stipulation and Agreement* shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

9. If the Commission unconditionally accepts the specific terms of this *Stipulation and Agreement* without modification, the Signatories waive, with respect to the issues resolved

herein: their respective rights (1) to call, examine and cross examine witnesses pursuant to Section 536.070(2), RSMo; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo; (3) their respective rights to the reading of the transcript by the Commission pursuant to Section 536.800.2, RSMo; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo; and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo. These waivers apply only to a Commission order respecting this *Stipulation and Agreement* issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this *Stipulation and Agreement*.

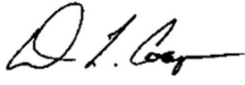
10. This *Stipulation and Agreement* contains the entire agreement of the Signatories concerning the issues addressed herein.

**WHEREFORE**, the Parties hereby respectfully submit this *Stipulation and Agreement*, and request the Commission issue an Order approving the same; and granting any further relief



the Commission deems just and reasonable.

Respectfully submitted,

<p><b>BRYDON, SWEARENGEN &amp; ENGLAND P.C.</b></p>  <hr/> <p>Dean L. Cooper, MBE #36592 312 E. Capitol Avenue P.O. Box 456 Jefferson City, MO 65012 (573) 635-7166 telephone (573) 635-0427 facsimile <a href="mailto:dcooper@brydonlaw.com">dcooper@brydonlaw.com</a></p> <p><b>ATTORNEYS FOR CONFLUENCE RIVERS UTILITY OPERATING COMPANY, INC.</b></p>	<p><b><u>/s/ Whitney Payne</u></b> Whitney Payne Senior Counsel Missouri Bar No. 64078 Attorney for the Staff of the Missouri Public Service Commission P. O. Box 360 Jefferson City, MO 65102 (573) 751-8706 (Telephone) (573) 751-9285 (Fax) <a href="mailto:whitney.payne@psc.mo.gov">whitney.payne@psc.mo.gov</a></p>
<p><u>/s/ Michael C. Pendergast</u> Michael C. Pendergast MoBar#31763 Of Counsel, Fischer &amp; Dority, P.C. 423 (R) South Main Street St. Charles, MO 63301 Telephone: (314) 288-8723 Email: <a href="mailto:mcp2015law@icloud.com">mcp2015law@icloud.com</a></p> <p><b>ATTORNEYS FOR TERRE DU LAC UTILITIES CORPORATION</b></p>	<p>OFFICE OF THE PUBLIC COUNSEL</p> <p><u>/s/ Caleb Hall</u> Caleb Hall, #68112 200 Madison Street, Suite 650 Jefferson City, MO 65102 P: (573) 751-4857 F: (573) 751-5562 <a href="mailto:Caleb.hall@opc.mo.gov">Caleb.hall@opc.mo.gov</a> <b>Attorney for the Office of the Public Counsel</b></p>

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by electronic mail on this 18<sup>th</sup> day of December 2020, to all counsel of record.



Dean L. Cooper

**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 day of 13<sup>th</sup> January, 2021.



  
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**Morris L. Woodruff**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**January 13, 2021**

**File/Case No. WM-2020-0403**

**Missouri Public Service  
Commission**

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

**Sincerely,**



**Morris L. Woodruff  
Secretary**

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