

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

In the matter of the Application of )  
Jefferson County Public Sewer District )  
and Utility Management of Missouri )  
in its capacity as court appointed receiver )  
of P.C.B., Inc., for an order authorizing )  
the Sale, Transfer and Assignment of )  
Water and Sewer Assets to Jefferson )  
County Public Sewer District and in )  
connection therewith certain other related )  
transactions. )  
)

Case No. 14AC-CC00020

**JOINT APPLICATION FOR  
APPROVAL OF TRANSFER OF ASSETS**

Comes now Jefferson County Public Sewer District and Utility Management of Missouri, LLC, solely in its capacity as the court-appointed receiver of P.C.B., Inc., a dissolved corporation organized pursuant to the laws of the State of Missouri (sometimes collectively referred to as "Applicants") in accordance with Section 393.190.1, 4 CSR 240-3.310 and 4 CSR 240.3.605, and for their application authorizing the sale, transfer and assignment of assets relating to sewer services to customers in the Bel Air Estates, Secluded Forest Subdivision, Wedgewood Village, Sennawood Village and Sandia Heights areas in Jefferson County, Missouri, state the following to the Commission:

**APPLICANTS**

1. P.C.B., Inc. ("PCB") is an administratively dissolved Missouri sewer corporation and public utility subject to the jurisdiction, control and regulation of the Missouri Public Service Commission (the "Commission").

2. PCB was previously the owner and operator of wastewater treatment plants in Sandia Heights, Sennawood Village, Wedgewood Village, Secluded Forest and Bel Air Subdivisions (the “Facilities”), which are located in the territory of Jefferson County Public Sewer District and which provide sewer services to approximately 303 residential customers. A certified copy of PCB’s Administrative Dissolution is attached hereto as Exhibit “1” and is incorporated herein by reference.

3. Jefferson County Public Sewer District (“the District”) is a Missouri political subdivision which was created by Resolution and Order 6-20-2000A of the County Commission of Jefferson County, pursuant to the authority under Sections 249.430 to 249.668 RSMo. the District operated under the provisions of Sections 249.430 to 249.668 RSMo. until it was converted by the Judgment entered in *In the Matter of Jefferson County Public Sewer District* (Cause No. 12JE-CC01117) on January 11, 2013, in accordance with the provisions of Section 204.600 RSMo., to a reorganized common sewer district, governed by Sections 204.600 to 204.640 RSMo.

4. Utility Management of Missouri, LLC (“UMM”) is a Missouri limited liability company in good standing and doing business in Jefferson County, Missouri.

#### **BACKGROUND**

5. On October 24, 2011, Attorney General Chris Koster and the Missouri Department of Natural Resources filed cause of action against PCB in the Circuit Court of Jefferson County, styled *State of Missouri ex rel. Attorney General Chris Koster and the Missouri Department of Natural Resources v. PCB, Inc. et al.* (Cause No. 11JE-CC01030) alleging that: (1) PCB was causing pollution to waters of the state by causing the discharge of contaminated sludge and partially treated wastewater from the Facilities in a location where

reasonably certain cause pollution to various waters of the state; (2) violation of water quality standards; (3) operating without required permits; (4) violation of effluent limits; (5) failure to submit discharge monitoring reports; (6) failure to report bypass; (7) failure to upgrade as required by the Facilities' permits; and various other claims against PCB. A true and correct copy of the First Amended Petition filed in the Action is attached hereto as Exhibit "2" and is incorporated herein by reference.

6. Thereafter, on January 17, 2014, the Commission filed a lawsuit against PCB in the Circuit Court of Cole County, Missouri, styled Public Service Commission of the State of Missouri v. PCB, Inc. (Cause No. 14AC-CC00020) (the "PSC Action"), requesting a receiver to be appointed to oversee, maintain and operate the Facilities and requesting the receiver to, "transfer by sale or liquidate the assets of PCB, Inc." A true and correct copy of the Petition in the PSC Action is attached hereto as Exhibit "3" and is incorporated herein by reference.

7. On March 3, 2014, after reviewing the pleadings and exhibits and exhibits and hearing arguments of counsel, the Court entered a Judgment Appointing Receiver and Attaching Assets of PCB in the PSC Action (the "March 3, 2014 Judgment"). A true and correct copy of the March 3, 2014 Judgment is attached hereto as Exhibit "3" and is incorporated herein by reference.

8. As part of the March 3, 2014 Judgment, the Court found that, "the Commission determined that PCB is unable or unwilling to provide safe and adequate sewer service and has been abandoned by its owners. That decision became effective September 7, 2013, and is final and unappealable."

9. As part of the March 3, 2014 Judgment, the Court ordered that: (1) "all assets useful or necessary for the provision of safe and adequate sewer of PCB, Inc. are attached and

placed in the possession and control of the receiver”; (2) Johansen Consulting Services, LLC be appointed as receiver of PCB; and (3) “it is in the best interests of customers that control and responsibility for the utility not be returned to the shareholders and officers of PCB, Inc., and therefore, the receiver is directed to transfer by sale or liquidate the assets of the utility as provided by law.” (Emphasis added).

10. Thereafter, on April 4, 2016, the Court entered an Order Granting Motion for Change of Receiver for PCB, Inc. in the PSC Action (the “April 4, 2016 Order”). A true and correct copy of the April 4, 2016 Order is attached hereto as Exhibit “4” and is incorporated herein by reference.

11. Pursuant to the April 4, 2016 Order, UMM was appointed as receiver of PCB, in place of Johansen Consulting Services, LLC.

12. The April 4, 2016 Order also indicated that, “this order changing the appointed receiver does not in any way alter this Court’s judgment which found it in the best interests of customers that control and responsibility for the utility not be returned to the shareholders and officers of PCB, Inc., and directed the receiver to transfer by sale or liquidate the assets of the utility as provided by law.”

13. Between April 4, 2016 and the present, no person or entity, other than the District, has expressed any interest to UMM in acquiring the assets of PCB or in overseeing and operating the Facilities.

14. On September 6, 2017, UMM, as receiver of PCB, filed a Motion for Authority to Execute Asset Purchase Agreement to Sell Assets of PCB, Inc. A true and correct copy of the Motion is attached hereto as Exhibit “5” and is incorporated herein by reference.

15. According to the Motion, “Receiver was directed to ultimately transfer by sale of liquidate the assets of the utility as provided by law” and the “Receiver has negotiated an Asset Purchase Agreement with Jefferson County Public Sewer District.” The Motion added that “Counsel for the Missouri Public Service Commission has had an opportunity to review the proposed Agreement. Pursuant to instruction from the Public Service Commission counsel, upon the Circuit Court providing the Receiver authority to execute the Asset Purchase Agreement, an application for formal Public Service Commission approval through an administrative procedure will be instituted.”

16. On September 18, 2017, the Circuit Court entered an Order in the PSC Action wherein UMM’s Motion was sustained and the Court ordered that, “the Receiver is hereby authorized to execute any and all documents necessary to effect the asset purchase agreement.” A true and correct copy of the September 18, 2017 Order is attached hereto as Exhibit “6” and is incorporated herein by reference.

17. As directed by and in accordance with the authorization provided in the March 3, 2014 Judgment, the April 4, 2016 Order and the September 18, 2017 Order, UMM, as receiver for PCB, entered into an Asset Purchase Agreement with the District (the “Purchase Agreement”), which is dated April 20, 2016, after UMM determined it to be in the best interest of the customers of the Facilities and after receiving approval from the Court, whereby UMM would transfer the Facilities to the District, who would thereafter own and operate the Facilities. A true and correct copy of the Purchase Agreement is attached hereto as Exhibit “7” and is incorporated herein by reference.

18. PCB has no pending actions or final unsatisfied judgments or decisions against them involving customer service or rates having occurred within three (3) years before the filing of this application.

19. UMM, as the receiver and as directed by the March 3, 2014 Judgment, the April 4, 2016 Order and the September 18, 2017 Order, desires to transfer the Facilities to the District, which UMM believes to be in the best interests of the customers.

20. The District provides services to approximately 5,000 sewer customers within its authorized territory.

21. Pleadings, notices, orders and other correspondence and communications concerning this Application should be addressed to the following:

If to UMM: Utility Management of Missouri, LLC  
Attn: Jonathon Fribis  
6517 NW Office Center  
House Springs, MO 63051

With a copy to: Philip C. Denton  
60 Crestwood Executive Center  
Crestwood, MO 63126

If to District: Jefferson County Public Sewer District  
4632 Yeager Road  
Hillsboro, MO 63050

With a copy to: McCarthy, Leonard & Kaemmerer, L.C.  
Attn: Joseph Blanner, Esq.  
825 Maryville Centre Drive, Suite 300  
Town and Country, Missouri 63017

#### **THE TRANSACTION**

1. Subject to the terms and conditions of the Purchase Agreement, UMM, as receiver on behalf of PCB, will sell, transfer and assign to the District, and the District will acquire from UMM, as receiver on behalf of PCB, all of the assets relating to the Facilities, as more particularly described on Exhibit A attached to the Purchase Agreement ("Assets").

2. The Assets also include all real property and easements which are owned by UMM as part of the sanitary sewage collection and treatment system, with the Assignment of those easements attached hereto as Exhibit "8".

3. The purchase price for the Assets is one hundred dollars (\$100).

**NO DETRIMENT**

1. The proposed sale, transfer and assignment and related transaction will not be detrimental to the public interest because they will not result in any reduced level of service or reliability for the customers being served by the Facilities currently. Those customers will see no interruption in their day to day utility services due to the transaction.

2. The District is a public sewer district originally established under Chapter 249 of the Revised Statutes of the State of Missouri, and then reorganized under Chapter 204 of the Revised States of the State of Missouri in 2013. The rates and conditions of service will be developed and administered by the District Board of Trustees.

3. The transfer and assignment of the Assets will have no impact on the tax revenues of the Missouri political subdivision in which any structures, facilitates or equipment involved are located.

WHEREFORE, Applicants respectfully request that the Commission issue its Order:

A. Authorizing the Applicants to perform in accordance with the terms of the Purchase Agreement and Assignment of Easements and other related documentation finalizing the sale of Assets from UMM to the District;

B. Authorizing the sale, transfer and assignment of the System as more fully described in the Purchase Agreement;

C. Authorizing the Applicants to enter into, execute and perform in accordance with the terms of all other documents which may be reasonably necessary and incidental to the

performance of the transactions which are the subject of the Purchase Agreement and this Application; and

D. Granting such other relief as may be deemed necessary to accomplish the purposes of the Purchase Agreement and the Application and to consummate the sale, transfer and assignment of the assets and related transactions pursuant to the executed Purchase Agreement.



Respectfully Submitted,

/s/ Joseph Blanner  
Joseph Blanner  
McCarthy, Leonard & Kaemmerer, L.C.  
825 Maryville Centre Drive, Suite 300  
Town and County, MO 63017  
314-392-5200  
**Attorneys for Jefferson County Public  
Sewer District**

Respectfully Submitted,

/s/ Philip C. Denton  
PHILIP C. DENTON, #32004  
60 Crestwood Executive Center  
Crestwood, MO 63126  
314-241-7700  
[PhilipDenton@att.net](mailto:PhilipDenton@att.net)  
**Attorney for Utility Management of  
Missouri, LLC, Receiver**

**I hereby attest that I have on file all holographic signatures corresponding to any signatures indicated by a conformed signature (/S/) within this e-filed document**

Exhibit 1

See Attached

**ADMINISTRATIVE DISSOLUTION  
OR REVOCATION FOR A  
FOR-PROFIT CORPORATION**

00220810  
P. C. B., INC.  
Nicole Marie Pfeffer  
505 Brick Church Road  
Labadie, MO 63055

May 18, 2012

P. C. B., INC.  
00220810

The above corporation has failed to comply with Section 351.484 or 351.598 RSMo, by:

*Failure to file a correct and current annual report*

Therefore, the above corporation stands **administratively dissolved or revoked** under the provisions of Section 351.486 or Section 351.602, RSMo, as of May 18, 2012, subject to rescission as in these acts provided. **A corporation administratively dissolved may not carry on any business except that necessary to wind up and liquidate its business and affairs under Section 351.476.**

To request reinstatement forms please include your name, mailing address, telephone number, entity name and entity charter number by email to [rescissions@sos.mo.gov](mailto:rescissions@sos.mo.gov) <mailto:rescissions@sos.mo.gov>, by fax at (573) 751-5841 or by calling toll free (866) 223-6535.

For further information, please contact the Corporations Division at (866) 223-6535 toll free.



A handwritten signature in black ink, appearing to read "Rich Lamb".

Rich Lamb  
Executive Deputy Secretary of State

**Exhibit 2**

**See Attached**

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, MISSOURI

STATE OF MISSOURI ex rel. )  
Attorney General Chris Koster and )  
Missouri Department of )  
Natural Resources, )

Plaintiff, )

v. )

Case No. 11JE-CC01030

P.C.B. INC., d/b/a Wastewater Treatment )  
Facilities at Sandia Heights, Sennawood )  
Village, Wedgewood Village, Secluded )  
Forest, and Bel Air Subdivisions, )

-and- )

M.P.B. INC., d/b/a Wastewater Treatment )  
Facilities at Villa Ridge, Lake Virginia )  
East, and Lake Virginia West )  
Subdivisions, )

-and- )

GNP SERVICES, LLC )

-and- )

GREGORY PFEFFER, )

-and- )

NICOLE PFEFFER )

Defendants. )

Please Serve:

Nicole Pfeffer  
*Individually and as Registered Agent for*  
P.C.B. Inc., M.P.B. Inc., and GNP Services, LLC  
505 Brick Church Road  
Labadie, MO 63055

Gregory Pfeffer  
2653 Stonecrest Drive  
Arnold, MO 63010

Dale Johansen  
Johansen Consulting Services  
*Interim Receiver for*  
P.C.B. Inc. and M.P.B. Inc.  
915 Country Ridge Drive  
Jefferson City, MO 65109

**FIRST AMENDED PETITION FOR INJUNCTIVE RELIEF AND CIVIL  
PENALTIES**

This case involves violations of the Missouri Clean Water Law. The State of Missouri, through its relators, states the following for its cause of action:

**Parties**

1. Chris Koster is the duly elected, qualified, and acting Attorney General of Missouri ("Attorney General"). The Attorney General is authorized under § 27.060 RSMo<sup>1</sup> to bring, in the state's name, all civil proceedings at law or in equity necessary to protect the rights and interests of

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<sup>1</sup> All statutory references shall be to the Missouri Revised Statute 2000 unless specifically stated otherwise.

the state. Section 644.076, RSMo, of the Missouri Clean Water Law authorizes the Attorney General to bring this lawsuit.

2. The Missouri Department of Natural Resources (“Department”) is a state agency created under § 640.010 RSMo to administer the programs relating to environmental control and conservation and to manage the natural resources of the state of Missouri.

3. This Petition refers to Attorney General Koster and the Department collectively as “the State” unless specifically designated otherwise.

4. Defendants P.C.B. Inc. and M.P.B. Inc. are Missouri corporations that administratively dissolved on May 18, 2012.

5. Defendant GNP Services, LLC is a Missouri limited liability company with active status.

6. Defendant Gregory Pfeffer resides in Jefferson County, Missouri.

7. Defendant Nicole Pfeffer resides in Franklin County, Missouri.

8. This Petition refers to P.C.B. Inc., M.P.B. Inc., GNP Services LLC, Gregory Pfeffer, and Nicole Pfeffer collectively as “Defendants” unless specifically designated otherwise.

### **Jurisdiction and Venue**

9. This Court has jurisdiction over the subject matter and the parties in this case pursuant to § 644.076.1 RSMo Supp. 2012. Venue is

proper in this court pursuant to § 644.076.1 RSMo Supp. 2012 because the Defendants' conduct giving rise to this action took place, and Defendant Gregory Pfeffer resides, in Jefferson County.

### **General Allegations**

10. Defendant P.C.B. Inc. owns the wastewater treatment facilities serving roughly 285 customers in five Jefferson County, Missouri communities known as Secluded Forest Subdivision, Bel Air Estates Mobile Home Subdivision, Wedgewood Estates, Sennawood Village, and Sandia Heights Subdivision.

11. Defendant M.P.B. Inc. owns the wastewater treatment facilities serving roughly 190 customers in two communities known as Villa Ridge Estates (Franklin County, Missouri) and Lake Virginia Subdivision (Jefferson County, Missouri).

12. Defendant GNP Services LLC operated the P.C.B. Inc. and M.P.B. Inc. wastewater treatment facilities at all relevant times until approximately September 7, 2013.

13. At all times described in this Petition, until at least September 7, 2013, Defendants Nicole Pfeffer and Gregory Pfeffer, either alone or in conjunction with others, exercised ownership and control over the operations of Defendants P.C.B. Inc., M.P.B. Inc., and GNP Services, LLC and the



particular activities that constitute violations of the Missouri Clean Water Law described herein.

14. Beginning around January 2013, Defendants stopped issuing monthly invoices to P.C.B. Inc. and M.P.B. Inc. customers, and on August 5, 2013 they submitted a letter to the Missouri Public Service Commission (“PSC”) stating that they were “unable to continue to manage and operate these facilities.”

15. As a result, on September 7, 2013, the PSC appointed Johansen Consulting Services, LLC as interim Receiver of P.C.B., Inc and M.P.B., Inc., and ordered the General Counsel of the PSC to file a petition for appointment of receiver in circuit court. The PSC’s Order is attached as Exhibit A.

16. The Department issued the following wastewater treatment facility operating permits to Defendants:

<b>Permittee</b>	<b>Community</b>	<b>Permit No.</b>	<b>Expiration</b>
P.C.B., Inc.	Secluded Forest	MO-0105597	Oct. 30, 2013
P.C.B., Inc.	Bel Air	MO-0086576	Mar. 8, 2012
P.C.B., Inc.	Wedgewood	MO-0105970	Nov. 2, 2011
P.C.B., Inc.	Sennawood	MO-0106577	Feb. 5, 2014
P.C.B., Inc.	Sandia Heights	MO-0087301	Aug. 21, 2001
M.P.B., Inc.	Villa Ridge	MO-0038237	Mar. 26, 2016
M.P.B., Inc.	Lake Va. East	MO-0101672	Feb. 21, 2013
M.P.B., Inc.	Lake Va. West	Unpermitted	n/a

17. Each facility listed above is a separate “water contaminant source” as defined at § 644.016(25) RSMo Supp. 2012.

18. Effluent from the facilities discharges to the following water bodies, which are “waters of the state” as defined at § 644.016(27) RSMo Supp. 2012:

<b>Permittee</b>	<b>Community</b>	<b>Receiving Stream</b>
P.C.B., Inc.	Secluded Forest	Isum Creek
P.C.B., Inc.	Bel Air	tributary to Isum Creek
P.C.B., Inc.	Wedgewood	Isum Creek
P.C.B., Inc.	Sennawood	Isum Creek
P.C.B., Inc.	Sandia Heights	tributary to Sandy Creek
M.P.B., Inc.	Villa Ridge	Wet Weather Branch of Pin Oak Creek
M.P.B., Inc.	Lake Va. East	Wet Weather Branch of Joachim Creek
M.P.B., Inc.	Lake Va. West	Wet Weather Branch of Joachim Creek

19. The previous paragraphs are incorporated by reference into each of the following counts as though set forth fully below.

#### **COUNT I – Causing Pollution to Waters of the State**

20. Section 644.051.1(1) RSMo Supp. 2012 makes it “unlawful for any person to cause pollution of any waters of the state or to place or cause or permit to be placed any water contaminant in a location where it is reasonably certain to cause pollution of any waters of the state.”

21. On the following dates, and others not yet known to Plaintiff, Defendants violated § 644.051.1(1) RSMo by causing or permitting the discharge of contaminated sludge and partially treated wastewater from the following facilities in a location where reasonably certain to cause pollution to the following waters of the state:

<b>Permittee</b>	<b>Community</b>	<b>Violation Dates</b>
P.C.B., Inc.	Secluded Forest	Oct. 3, 2012
P.C.B., Inc.	Bel Air	Oct. 3, 2012
P.C.B., Inc.	Wedgewood	Oct. 3, 2012; Oct. 30-Nov. 19, 2013
P.C.B., Inc.	Sennawood	Oct. 3, 2012
P.C.B., Inc.	Sandia Heights	Aug. 19, 2009; Dec. 4, 2009; Jan. 20, 2010; Jan. 31, 2010; Feb. 3, 2010; July 7, 2011;
M.P.B., Inc.	Villa Ridge	Oct. 3, 2012
M.P.B., Inc.	Lake Va. East	Oct. 3, 2012
M.P.B., Inc.	Lake Va. West	Oct. 3, 2012

22. Section 644.076.1 RSMo authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

### **COUNT II – Violating Water Quality Standards**

23. Section 644.051.1(2) RSMo Supp. 2012 makes it “unlawful for any person to discharge any water contaminants into waters of the state that reduce the quality of such waters below the water quality standards established by the Clean Water Commission.”

24. The water quality standards applicable to all waters of the state at all times, as determined by the Clean Water Commission at 10 CSR 20-7.031(3), prohibits any water contaminant from preventing the waters of the state from meeting the following conditions:

- (A) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits or prevent full maintenance of beneficial uses;

- (B) Waters shall be free from oil, scum, and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses;
- (C) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor, or prevent full maintenance of beneficial uses;
- (D) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal or aquatic life;
- (E) There shall be no significant human health hazard from incidental contact with the water;
- (F) There shall be no acute toxicity to livestock or wildlife watering;
- (G) Waters shall be free from physical, chemical or hydrologic changes that would impair the natural biological community.
- (H) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment, and solid waste as defined in Missouri's Solid Waste Law, section 260.200 RSMo, except as the use of such materials is specifically permitted pursuant to section 260.200–260.247.

25. On the following dates, and others not yet known to Plaintiff, Defendants violated § 644.051.1(2) RSMo Supp. 2012 and 10 CSR 20-7.031(3) by discharging contaminated sludge and partially treated wastewater from the following facilities thereby causing the following waters of the state to violate the water quality standards listed above:

<b>Permittee</b>	<b>Community</b>	<b>Violation Dates</b>
P.C.B., Inc.	Secluded Forest	Oct. 3, 2012
P.C.B., Inc.	Bel Air	Oct. 3, 2012
P.C.B., Inc.	Wedgewood	Oct. 3, 2012
P.C.B., Inc.	Sennawood	Oct. 3, 2012
P.C.B., Inc.	Sandia Heights	Aug. 19, 2009; Dec. 4, 2009; Jan. 20, 2010; Jan. 31, 2010; Feb. 3, 2010; July 7, 2011;
M.P.B., Inc.	Villa Ridge	Oct. 3, 2012
M.P.B., Inc.	Lake Va. East	Oct. 3, 2012
M.P.B., Inc.	Lake Va. West	Oct. 3, 2012

26. Section 644.076.1 RSMo Supp. 2012 authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

### **COUNT III – Operating without a Permit**

27. Section 644.051.2 RSMo Supp. 2012 makes it “unlawful for any person to build, erect, alter, replace, operate, use or maintain any water contaminant or point source in this state that is subject to the standards, rules or regulations promulgated pursuant to §§ 644.006 to 644.141 unless such person holds a permit from the [Clean Water] commission, subject to such exceptions as the commission may prescribe by rule or regulation.”

28. Since the dates listed below, Defendants have violated § 644.051.2 RSMo Supp. 2012 by operating the following wastewater treatment facilities, which are contaminant sources, without a permit from the Clean Water Commission:

<b>Permittee</b>	<b>Community</b>	<b>Permit No.</b>	<b>Expiration</b>
P.C.B., Inc.	Bel Air	MO-0086576	<i>Mar. 8, 2012</i>
P.C.B., Inc.	Wedgewood	MO-0105970	<i>Nov. 2, 2011</i>
P.C.B., Inc.	Sandia Heights	MO-0087301	<i>Aug. 21, 2001</i>
P.C.B., Inc.	Secluded Forest	MO-0105597	<i>Oct. 30, 2013</i>
M.P.B., Inc.	Lake Va. East	MO-0101672	<i>Feb. 21, 2013</i>
M.P.B., Inc.	Lake Va. West	Unpermitted	<i>operating since Sept. 24, 2008</i>

29. Section 644.076.1 RSMo Supp. 2012 authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

#### **COUNT IV – Violation of Effluent Limits**

30. Section 644.051.1(3) RSMo makes it unlawful for any person to violate any pretreatment and toxic material control regulations, or to discharge any water contaminants into any waters of the state which exceed effluent regulations or permit provisions as established by the Missouri Clean Water Commission or required by any federal water pollution control act.

31. On the following dates, Defendants violated § 644.051.1(3) RSMo Supp. 2012 and the Permits by exceeding permit limits for the following contaminants:

<b>Permittee</b>	<b>Community</b>	<b>Contaminants</b>	<b>Violation Dates</b>
P.C.B., Inc.	Secluded Forest	Biochemical Oxygen Demand and Total Chlorine Residual	Sept. 30, 2012
P.C.B., Inc.	Wedgewood	Fecal Coliform	Oct. 30-Nov. 19, 2013
P.C.B., Inc.	Sennawood	Biochemical Oxygen Demand; Fecal Coliform;	Sept. 30, 2010; Aug. 31, Sept. 30, and Nov. 30, 2012 Oct. 31, 2012
P.C.B., Inc.	Sandia Heights	Biochemical Oxygen Demand; Total Suspended Solids; Biochemical Oxygen Demand and Total Suspended Solids	Feb. 3, 2010; July 7, 2011; Dec. 27, 2011
M.P.B., Inc.	Villa Ridge	Biochemical Oxygen Demand and Total Suspended Solids; E. coli; Total Suspended Solids	Jan. 26, 2012;  July 31 and Oct. 31, 2012

32. Section 644.076.1 RSMo Supp. 2012 authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

#### **COUNT V – Failure to Submit Discharge Monitoring Reports**

33. 10 CSR 20-7.015(9)(A)(1) and Part A of the Permits require wastewater treatment facility permit holders to submit periodic Discharge Monitoring Reports (“DMRs”) to the Department in order to ensure compliance with any discharge limitations or standards specified in the Permit.

34. On the following dates, Defendants violated 10 CSR 20-7.015(9)(A)(1) and the Permits a total of 196 times by failing to submit complete, accurate, and/or timely DMRs:

<b>Permittee</b>	<b>Community</b>	<b>Due Dates</b>
P.C.B., Inc.	Secluded Forest	January 31, 2010
		February 28, 2010
		March 31, 2010
		April 30, 2010
		May 31, 2010
		June 30, 2010
		October 31, 2011
		November 30, 2011
		December 31, 2011
		January 31, 2012
		February 29, 2012
		March 31, 2012
		September 31, 2012
		October 31, 2012
		November 30, 2012
		December 31, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013
		April 30, 2013
		May 31, 2013
		June 30, 2013
		July 31, 2013
		August 31, 2013
		September 31, 2013
P.C.B., Inc.	Bel Air	January 31, 2010
		February 28, 2010
		March 31, 2010
		April 30, 2010
		May 31, 2010
		June 30, 2010
		October 31, 2011
		November 30, 2011



		December 31, 2011
		January 31, 2012
		February 29, 2012
		March 31, 2012
		April 30, 2012
		July 31, 2012
		August 31, 2012
		September 30, 2012
		October 31, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013
		April 30, 2013
		May 31, 2013
		June 30, 2013
		July 31, 2013
		August 31, 2013
		September 30, 2013
P.C.B., Inc.	Wedgewood	January 31, 2010
		February 28, 2010
		March 31, 2010
		April 30, 2010
		May 31, 2010
		June 30, 2010
		July 31, 2010
		October 31, 2010
		August 31, 2011
		September 30, 2011
		October 31, 2011
		November 30, 2011
		December 31, 2011
		January 31, 2012
		February 29, 2012
		March 31, 2012
		April 30, 2012
		August 31, 2012
		September 30, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013

		April 30, 2013
		May 31, 2013
		June 30, 2013
		July 31, 2013
		August 31, 2013
		September 31, 2013
P.C.B., Inc.	Sennawood	January 31, 2010
		February 28, 2010
		March 31, 2010
		April 30, 2010
		May 31, 2010
		June 30, 2010
		September 31, 2010
		January 31, 2011
		February 28, 2011
		March 31, 2011
		May 31, 2011
		July 31, 2011
		August 31, 2011
		October 31, 2011
		November 30, 2011
		December 31, 2011
		January 31, 2012
		February 29, 2012
		March 31, 2012
		April 30, 2012
		May 31, 2012
		August 31, 2012
		September 31, 2012
		October 31, 2012
		November 30, 2012
		December 31, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013
		April 30, 2013
		May 31, 2013
		June 30, 2013
		July 31, 2013
		August 31, 2013

		September 31, 2013
P.C.B., Inc.	Sandia Heights	January 31, 2010
		September 31, 2010
		October 31, 2011
		November 31, 2011
		December 31, 2011
		January 31, 2012
		February 29, 2012
		March 31, 2012
		April 30, 2012
		July 31, 2012
		August 31, 2012
		September 31, 2012
		October 31, 2012
		November 30, 2012
		December 31, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013
		April 30, 2013
		May 31, 2013
		June 30, 2013
		July 31, 2013
		August 31, 2013
		September 31, 2013
M.P.B., Inc.	Villa Ridge	October 31, 2010
		November 30, 2010
		December 31, 2010
		January 31, 2011
		February 28, 2011
		March 31, 2011
		April 30, 2011
		May 31, 2011
		June 30, 2011
		July 31, 2011
		August 31, 2011
		September 31, 2011
		October 31, 2011
		November 30, 2011
		December 31, 2011

		January 31, 2012
		February 29, 2012
		March 31, 2012
		July 31, 2012
		September 30, 2012
		October 31, 2012
		December 31, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013
		April 30, 2013
		May 31, 2013
		June 30, 2013
		July 31, 2013
		August 31, 2013
		September 30, 2013
M.P.B., Inc.	Lake Va. East	October 31, 2010
		November 30, 2010
		December 31, 2010
		April 30, 2011
		May 31, 2011
		June 30, 2011
		July 31, 2011
		August 31, 2011
		September 30, 2011
		October 31, 2011
		November 30, 2011
		December 31, 2011
		January 31, 2012
		February 29, 2012
		March 31, 2012
		April 30, 2012
		May 31, 2012
		June 30, 2012
		January 31, 2013
		February 28, 2013
		March 31, 2013
		April 30, 2013
		May 31, 2013
		June 30, 2013

		July 31, 2013
		August 31, 2013
		September 31, 2013
M.P.B., Inc.	Lake Va. West	Unpermitted facility – no DMRs submitted

35. Each failure to submit a DMR constitutes a separate violation of 10 CSR 20-7.015(9)(A)(1) and the Permits.

36. Section 644.076.1 RSMo Supp. 2012 authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

#### **COUNT VI – Failure to Report Bypass**

37. 10 CSR 20-7.015(9)(E)2 requires Defendants to report any incident of sewage bypassing treatment facilities to the Department within twenty-four (24) hours after the bypass has occurred and to submit a written report to the Department within five (5) calendar days of any bypass that results in a violation of permit limits or conditions.

38. On the following dates, Defendants violated 10 CSR 20-7.015(9)(E)2 by failing to report bypasses of untreated sewage.

<b>Permittee</b>	<b>Community</b>	<b>Violation Dates</b>
P.C.B., Inc.	Secluded Forest	Oct. 3, 2012
P.C.B., Inc.	Bel Air	Apr. 27, 2010; Oct. 3, 2012
P.C.B., Inc.	Wedgewood	Oct. 3, 2012
P.C.B., Inc.	Sennawood	Oct. 3, 2012
P.C.B., Inc.	Sandia Heights	May 5, 2009; Aug. 19, 2009; Dec. 4, 2009; Jan. 20, 2010; Feb. 3, 2010; July 7, 2011;
M.P.B., Inc.	Villa Ridge	Oct. 3, 2012

39. Section 644.076.1 RSMo Supp. 2012 authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

### **COUNT VII – Failure to Upgrade**

40. 10 CSR 20-6.010(7)(A) authorizes the Department to insert “schedules of compliance requiring the permittee to take specific steps to achieve expeditious compliance with applicable standards and limitations and other requirements” in the permit.

41. The Permits required Defendants to submit a completed application for construction permit, application fee, and an engineering report, plans and specifications prepared by a Missouri registered professional engineer for providing wastewater treatment facility improvements to comply with final effluent limitations in the Permit by January 1, 2010.

42. Since the following dates, Defendants have violated 10 CSR 20-6.010(7)(A) and the Permits by failing to make the following submittals to the Department:

<b>Permittee</b>	<b>Community</b>	<b>Required Submittal</b>	<b>Deadline</b>
P.C.B., Inc.	Secluded Forest	Engineering report for facility upgrades to enable compliance w/ effluent limits	<b><i>June 30, 2009</i></b>
		Application for construction permit	<b><i>Dec. 31, 2009</i></b>

		Complete construction of upgrades	<b><i>June 30, 2011</i></b>
P.C.B., Inc.	Bel Air	Engineering report for facility upgrades to enable compliance w/ effluent limits	<b><i>June 28, 2008</i></b>
		Application for construction permit	<b><i>June 28, 2010</i></b>
		Complete construction of upgrades	<b><i>March 7, 2012</i></b>
P.C.B., Inc.	Wedgewood	Engineering report for facility upgrades to enable compliance w/ effluent limits	<b><i>June 28, 2007</i></b>
		Application for construction permit	<b><i>Jan. 28, 2008</i></b>
		Complete construction of upgrades	<b><i>Nov. 29, 2009</i></b>
P.C.B., Inc.	Sennawood	Engineering report for facility upgrades to enable compliance w/ effluent limits	<b><i>June 15, 2009</i></b>
		Application for construction permit	<b><i>June 15, 2010</i></b>
		Complete construction of upgrades	<b><i>Dec. 6, 2011</i></b>
P.C.B., Inc.	Sandia Heights	n/a	n/a
M.P.B., Inc.	Villa Ridge	Engineering report for facility upgrades to enable compliance w/ effluent limits	<b><i>Mar. 25, 2012</i></b>
		Application for construction permit	<b><i>Sept. 25, 2012</i></b>
		Progress report	<b><i>Sept. 25, 2013</i></b>
		Complete construction of upgrades	<b><i>Mar. 25, 2014</i></b>
M.P.B., Inc.	Lake Va. East	Application for construction permit and schedule for	<b><i>Feb. 22, 2009</i></b>

		meeting effluent limits	
M.P.B., Inc.	Lake Va. West	Unpermitted	n/a

43. Section 644.076.1 RSMo authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

### **COUNT VIII – Failure to Install Fencing**

44. 10 CSR 20-8.020(11)(C)11 requires owners and operators of wastewater treatment facilities to install a fence at least five feet in height to prevent unauthorized entry, tampering, and danger to foreseeable trespassers.

45. Since at least following dates, Defendants have violated 10 CSR 20-8.020(11)(C)11 by failing to install adequate fencing around the following facilities.

<b>Permittee</b>	<b>Community</b>	<b>Violation Dates</b>
P.C.B., Inc.	Secluded Forest	Sept. 10, 2010; Oct. 3, 2012
P.C.B., Inc.	Sandia Heights	May 5, 2009; July 7, 2011

46. Section 644.076.1 RSMo authorizes injunctive relief and civil penalties of up to \$10,000 per day, or part thereof, a violation of the Missouri Clean Water Law occurs or continues to occur.

### **COUNT IX – Failure to Pay Annual Permit Fees**

47. Section 644.052 RSMo and 10 CSR 20-6.011 require permit holders to pay annual operating fees.



48. Pursuant to § 644.055 RSMo, unpaid fees accrue interest at the rate of two percent for each month that the fee is delinquent.

49. Defendants violated § 644.052 RSMo and 10 CSR 20-6.011 by failing to pay the following annual operating fees:

<b>Permittee</b>	<b>Community</b>	<b>Years</b>	<b>Total Due</b>
P.C.B., Inc.	Secluded Forest	2011, 2012, 2013	\$945 (\$750 fee and \$195 penalty)
P.C.B., Inc.	Bel Air	2011, 2012, 2013	\$1,656 (\$1,350 fee and \$306 penalty)
P.C.B., Inc.	Wedgewood	2012, 2013	\$5,040 (\$4,000 fee \$1,040 penalty)
P.C.B., Inc.	Sennawood	2011, 2012, 2013	\$9,450 (\$7,500 fee \$1,950 penalty)
P.C.B., Inc.	Sandia Heights	2011	\$2,240 (\$2,000 fee and \$240 penalty)
M.P.B., Inc.	Villa Ridge	2011, 2012, 2013	\$7,960 (\$7,000 fee and \$960 penalty)
M.P.B., Inc.	Lake Va. East	2012, 2013	Owes \$570 (\$500 fee \$70 penalty)
M.P.B., Inc.	Lake Va. West	unpermitted	n/a

50. Defendants currently owe a total of **\$27,861** in unpaid annual operating fees and interest.

**WHEREFORE**, the State asks this Court for a Judgment granting the following relief:

A. Issuing a preliminary and permanent injunction prohibiting Defendants from any further violations of the Missouri Clean Water Law, Chapter 644, and the regulations duly promulgated thereunder;

B. Assessing against Defendants \$27,861 in unpaid annual operating fees and interest, plus attorney fees and court costs pursuant to § 644.055 RSMo;

C. Assessing against Defendants a civil penalty of up to \$10,000 per day, for each day or part thereof that Defendants have caused, permitted, or allowed violations of the Missouri Clean Water Law pursuant to § 644.076.1 RSMo;

D. Assessing costs of these proceedings against Defendants; and

E. Granting such other relief as may be just and proper.

Respectfully submitted,

**CHRIS KOSTER**  
Attorney General



Jeremy D. Knee  
Assistant Attorney General  
Missouri Bar No. 64644  
P.O. Box 899  
Jefferson City, MO 65102  
Phone: (573)751-6579  
Fax: (573) 751-8796  
Email: jeremy.knee@ago.mo.gov  
ATTORNEYS FOR PLAINTIFF

**Exhibit 3**  
**See Attached**

IN THE CIRCUIT COURT OF COLE COUNTY  
STATE OF MISSOURI

**FILED**

JAN 17 2014

COLE COUNTY  
CIRCUIT COURT

Public Service Commission of the  
State of Missouri,

Plaintiff,

v.

P.C.B., Inc.,

Defendant.

Case No. 14HX CC00020

Serve Registered Agent:  
Nicole M. Pfeffer  
505 Brick Church Road  
Labadie, MO 63055  
Franklin County

**PETITION TO ATTACH THE ASSETS AND  
APPOINT A RECEIVER FOR P.C.B., INC.**

COMES NOW the Public Service Commission of the State of Missouri and, pursuant to Section 393.145 RSMo (2000)(West 2013), for its Petition to Attach the Assets and Appoint a Receiver for P.C.B., Inc. located in Jefferson County, Missouri, states to the Court as follows:

1. Plaintiff Public Service Commission of the State of Missouri (Commission), is a state administrative agency established by the Missouri General Assembly to regulate public utilities operating within the state of Missouri, pursuant to the Public Service Commission Law, Chapters 386, 392, and 393, RSMo (2000)(West 2013)<sup>1</sup> with its principal office located at 200 Madison Street, Jefferson City, Missouri 65102.

2. Section 386.600 states "[a]n action ...to enforce the powers of the commission under this or any other law may be brought in any circuit court in this state ...by the general counsel to the commission...."

3. P.C.B., Inc. (P.C.B.) is a sewer corporation and public utility subject to the jurisdiction, control and regulation of the Missouri Public Service Commission. P.C.B.'s principal place of business is located at 505 Brick Church Road, Labadie, Missouri, in Franklin County. Attached Exhibit A, incorporated herein, reflects the Commission's grant of P.C.B.'s certificate of convenience and necessity in 1987 in PSC Case No. SA-87-53.

4. Nicole M. Pfeffer is listed as the registered agent for P.C.B., Inc.

5. P.C.B., Inc. was administratively dissolved by the Missouri Secretary of State on May 18, 2012.

6. The facilities operated by P.C.B., Inc. include, but are not limited to, land, a treatment facility, a sewer collection pipeline system, and other associated infrastructure and equipment.

7. P.C.B. currently serves approximately 303 residential customers in the Bel Air Estates, Secluded Forest Subdivision, Wedgewood Village, Sennawood Village, and Sandia Heights areas in Jefferson County, Missouri.

8. P.C.B., Inc. has the duty as a sewer corporation, pursuant to Section 393.130, to provide safe and adequate service to its customers. Section 393.130.1 provides, in part, "...every ...sewer corporation shall furnish and provide such service instrumentalities and facilities as shall be safe and adequate and in all respects just and reasonable."

9. Section 393.145.1 authorizes the Commission to seek the appointment of a receiver for a sewer corporation which is "unable or unwilling to provide safe and adequate service" or "has been actually or effectively abandoned by its owners."

10. P.C.B.'s president, Nicole Pfeffer, and only shareholders, Nicole and Greg Pfeffer, stated that P.C.B. was being placed into voluntary receivership because they were unable to

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<sup>1</sup> Unless otherwise indicated, all statutory references are to RSMo 2000, as currently supplemented.

continue to manage and operate the utility. See P.C.B., Inc. letter attached to Staff of the Commission's petition for an order appointing receiver, PSC Case No. SO-2014-0052, attached as Exhibit B.

11. As no party objected to the petition or requested a hearing,<sup>2</sup> the Commission determined that P.C.B., Inc. was unwilling and unable to provide safe and adequate service and that P.C.B., Inc. had been abandoned. See the Commission's certified Order Appointing Interim Receiver and Order Authorizing Circuit Court Action (Order), effective September 7, 2013, attached as Exhibit C and incorporated herein pursuant to Section 393.145.3.

12. The Commission's August 28, 2013 Order is final and unappealable.

13. P.C.B., Inc. is unable and unwilling to provide safe and adequate service to those served by the sewer system.

14. Nicole Pfeffer, President, and Greg Pfeffer, Vice President, the two shareholders, have actually or effectively abandoned P.C.B., Inc.

15. A receiver, appointed by this Court for P.C.B., Inc., should be "a responsible person, partnership, or corporation knowledgeable in the operation of utilities," as required by Section 393.145.5.

16. Johansen Consulting Services, LLC is a responsible entity with knowledge in the operation of utilities as required by Section 393.145.5. Dale Johansen, the owner of Johansen Consulting Services, LLC is an engineer and former water and sewer manager at the Commission. From his work at the Commission, Mr. Johansen has over 12 years of experience with tasks related to the regulation of small water and sewer systems. See the Affidavit of James Busch, current Regulatory Manager of the Water and Sewer Unit at the Commission including

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<sup>2</sup> *State ex rel. Rex Deffenderfer Ent., Inc. v. Public Serv. Comm'n*, 776 S.W.2d 494 (Mo. Ct. App. W.D. 1989) (determining that a hearing is not required if no party objects or requests a hearing).

Dale Johansen's resume, attached as Exhibit D. Johansen Consulting Services, LLC is currently the court appointed receiver for Rogue Creek Utilities, Inc.

17. The Commission requests the appointment of Johansen Consulting Services, LLC as receiver for P.C.B., Inc.

18. Pursuant to Section 393.145.6, this Court must determine the receiver's compensation from the assets of the utility with the assistance of the Commission staff.

19. Johansen Consulting Services, LLC, must set up operations in order to operate the utility. The Commission's staff recommends that compensation be set at the rate of \$ 40 per hour for this initial work. See Exhibit D.

20. The Commission's staff recommends that monthly compensation be set at \$ 900 to adequately cover the basic costs needed to manage P.C.B. See Exhibit D. Any work above an amount of 18 hours per month will be paid based upon the fee schedule in the staff's recommendation. See Exhibit D and fee schedule included therein.

21. The Commission asks the Court to set the compensation for the receiver's initial set-up of operations at \$ 40 per hour, monthly compensation at \$ 900, and that any work over 18 hours per month be paid based upon the proposed fee schedule.


22. The control and responsibility for P.C.B., Inc. should not, in the best interests of customers, be returned to the two shareholders and officers of P.C.B., Inc. because of the voluntary abandonment of the utility.

23. The Commission requests, after hearing, that the Court determine that control of and responsibility for the utility not be returned to P.C.B., Inc.'s two shareholders or officers and direct the receiver to transfer by sale or liquidate the assets of the utility in the manner provided by law.

24. The Commission requests that the Court waive the requirement for the receiver to post bond.

**WHEREFORE,** Plaintiff Missouri Public Service Commission prays that this Court enter its order attaching the assets of P.C.B., Inc., under the control and responsibility of a receiver; order Johansen Consulting Services, LLC, the Court appointed receiver; waive the requirement of bond; determine the receiver's compensation as set out above; instruct the appointed receiver to operate P.C.B., Inc., so as to preserve the assets; determine that responsibility and control not be returned to the owners, shareholder or officers of P.C.B., Inc., and direct the receiver to transfer by sale or liquidate the assets of P.C.B., Inc., in compliance with the law; and order any other relief this Court finds just and reasonable.

Respectfully submitted,

  
Shelley Brueggemann #52173

Attorney for the  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102  
(573) 526-7393 (Telephone)  
(573) 522-4016 (Fax)  
[shelley.brueggemann@psc.mo.gov](mailto:shelley.brueggemann@psc.mo.gov)



**Public Service Commission of the  
State of Missouri,**

V.

**Defendant.**

3. The Commission determined that P.C.B. is unable or unwilling to provide safe and adequate sewer service and has been abandoned by its owners. That decision became effective September 7, 2013, and is final and unappealable.

4. Upon motion of plaintiff, and order of the Court, on February 26, 2014 a special process server personally served on P.C.B. the Petition and summons by serving its Registered Agent Nicole Pfeffer at the address provided by the Secretary of State's records of 505 Brick Church Road, Labadie, Missouri, 63055. The Court also ordered the special process server to provide service by posting and certified and regular mail, whereupon a copy of the summons and Petition were securely affixed in a conspicuous place at the utility's principal place of business at 505 Brick Church Road, Labadie, Missouri on February 7, 2014, and mailed to the defendant at its last known address by ordinary mail and certified mail.

5. P.C.B.'s assets include, but are not limited to, land, a treatment facility, a sewer collection pipeline system, and other associated infrastructure and equipment.

6. P.C.B. currently serves approximately 303 residential customers in Jefferson County, Missouri.

7. Johansen Consulting Services, LLC is a responsible entity knowledgeable in the operation of utilities.

8. That the rate of \$40 per hour for initially setting up operations is a reasonable amount and supported by the Staff of the Commission in order to establish the receivership.

9. That monthly compensation set at \$900 is reasonable for basic costs needed to manage P.C.B. up to 18 hours, and supported by the Staff of the Commission.

10. That any work over 18 hours per month be paid based upon the proposed fee schedule set out as Exhibit D, Johansen Consulting Services – Fee Schedule, as it is a reasonable and supported by the Staff of the Commission.

11. That P.C.B.'s last known principal business address is that of its Registered Agent at 505 Brick Church Road, Labadie, Missouri, 63055, in Franklin County.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED,

That the Commission's Petition to Attach the Assets and Appoint a Receiver for P.C.B., Inc. is granted;

That all assets useful or necessary for the provision of safe and adequate sewer by P.C.B. Inc. are attached and placed in the possession and control of the receiver;

That Johansen Consulting Services, LLC is appointed pursuant to section 393.145, RSMo, as the receiver for P.C.B., Inc.;

That the receiver shall not be required to provide bond;

That the receiver shall operate the utility so as to preserve the assets of P.C.B., Inc. and to serve the best interests of its customers;

That the receiver shall be compensated from the assets of the utility at the rate of \$40 per hour for initial set up to establish operations of the receivership; in the amount of \$900 monthly compensation; and paid according to the fee schedule for any work over 18 hours per month as set out in Exhibit D;

That it is in the best interests of customers that control and responsibility for the utility not be returned to the shareholders and officers of P.C.B., Inc., and therefore, the receiver is directed to transfer by sale or liquidate the assets of the utility as provided by law;

That the Clerk of the Court shall mail a notice informing the defendant of this judgment to the defendant at its last known address by certified mail, return receipt requested, deliver to addressee only: Nicole M. Pfeffer, Registered Agent, 505 Brick Church Road, Labadie, Missouri, 63055.

So Ordered this 3rd day of March, 2014.

  
\_\_\_\_\_  
Judge

**Exhibit 4**  
**See Attached**

**IN THE CIRCUIT COURT OF COLE COUNTY  
STATE OF MISSOURI**

Public Service Commission of the  
State of Missouri

Plaintiff,

v.

P.C.B., Inc.,

Defendant.

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Case No. 14AC-CC00020

**ORDER GRANTING MOTION  
FOR CHANGE OF RECIEVER FOR P.C.B., INC.**

This matter came to be heard on the 4<sup>th</sup> day of April, 2016, on plaintiff's Motion for Change of Receiver for P.C.B., Inc. (Motion). Plaintiff appears through attorney John Borgmeyer. Defendant appears not.

WHEREUPON, the Court, having reviewed the plaintiff's verified Motion and attachments, hearing the arguments of counsel, and being fully apprised in the premises finds as follows:

1. Plaintiff Public Service Commission of the State of Missouri (Commission) is a state administrative agency established by the Missouri General Assembly to regulate public utilities operating within the state of Missouri.
2. Defendant P.C.B., Inc. (P.C.B.) is a sewer corporation and a public utility subject to the jurisdiction, control and regulation of the Missouri Public Service Commission. P.C.B.'s principal place of business is located in Franklin County, Missouri.
3. On March 3, 2014, this Court granted the Commission's petition to attach the assets and appointed Johansen Consulting Services, LLC as the receiver for P.C.B., Inc. pursuant

to Section 393.145 RSMo. Johansen Consulting has served as receiver for P.C.B. since March 3, 2014, and continues to act as receiver.

4. P.C.B. continues to require the services of a receiver to provide sewer service to customers for the reasons set forth in the plaintiff's original petition in this case and as found by the Court in its Judgement issued on March 3, 2014.

5. The Commission has been informed that, for various reasons, Johansen Consulting Services, LLC no longer wishes to continue operating as receiver for P.C.B., Inc. Therefore, P.C.B. requires a change in receiver.

6. James Busch, Regulatory Manager of the Water and Sewer Department at the Commission, testified by affidavit that Utility Management of Missouri, LLC is a responsible entity with knowledge in the operation of utilities as required by Section 393.145.5 RSMo.

7. Jonathan Fribis, the owner of Utility Management of Missouri, LLC, is an engineer and president of ECO Inc., a firm that provides consulting services for water and wastewater facilities and is a project manager with Fribis Engineering, a firm that provides, among other functions, contract operations for wastewater treatment facilities in and around the Jefferson County area. In that role, Mr. Fribis performs many tasks relating to the operation and construction of small and large water and wastewater systems. Mr. Fribis has over 20 years of experience with tasks related to the regulation of small water and sewer systems, and has the knowledge and experience to perform the duties required of a receiver operating a small water and sewer utility like P.C.B. Inc.

8. Utility Management of Missouri, LLC is willing and able to be appointed as receiver of P.C.B., Inc. by the Court.

9. The Staff of the Commission has reviewed the compensation of the receiver necessary to adequately cover the basic costs needed to operate P.C.B. Staff recommends that compensation for Utility Management of Missouri, LLC be set at the rate of \$40 per hour for the initial work of setting up operations for P.C.B., and \$900 monthly compensation for the basic costs of operating P.C.B. Any work above an amount of 18 hours per month will be paid based upon the rate schedule included with the Commission's Motion.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

That the Commission's Motion For Change of Receiver For P.C.B., Inc. is granted effective April 8, 2016;

That Utility Management of Missouri, LLC is appointed pursuant to Section 393.145 RSMo as the receiver for P.C.B., Inc., replacing Johansen Consulting Services, LLC, and with all the powers previously vested in Johansen Consulting Services, LLC;

That all assets useful or necessary for the provision of safe and adequate sewer by P.C.B. Inc. are placed in control of Utility Management of Missouri, LLC, and Johansen Consulting Services, LLC is to transfer all such assets to Utility Management of Missouri LLC;

That the receiver shall not be required to provide bond;

That the receiver shall operate the utility so as to preserve the assets of P.C.B., Inc. and to serve the best interests of its customers;

That Utility Management of Missouri, LLC shall be compensated from the assets of the utility at the rate of \$40 per hour for initial setup to establish operations of the receivership; that Utility Management of Missouri, LLC's compensation shall be set in the amount of \$900 per month; and that the receiver shall be paid according to the fee schedule for any work over 18 hours per month as set out in the rate schedule attached to the Commission's Motion;

That this order changing the appointed receiver does not in any way alter this Court's judgment which found it in the best interests of customers that control and responsibility for the utility not be returned to the shareholders and officers of P.C.B., Inc., and directed the receiver to ultimately transfer by sale or liquidate the assets of the utility as provided by law;

That the Clerk of the Court shall mail a copy of this order by certified mail, return receipt requested, deliver to addressee only, to: Nicole and Greg Pfeffer, 505 Brick Church Road, Labadie, Missouri 63055 and to P.C.B., Inc., Johansen Consulting Services, LLC, 915 Country Ridge Drive, Jefferson City, Missouri 65109.

So Ordered this 4<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Judge



Exhibit 5

See Attached

**IN THE CIRCUIT COURT OF COLE COUNTY  
STATE OF MISSOURI**

Public Service Commission	)	
Of the State of Missouri	)	
	)	
Plaintiff,	)	
	)	Case No. 14AC-CC00020
v.	)	
	)	
P.C.B., Inc.,	)	
	)	
Defendant.	)	

**MOTION FOR AUTHORITY TO EXECUTE ASSET  
PURCHASE AGREEMENT TO SELL ASSETS OF P.C.B. INC.**

COMES NOW the Court-appointed Receiver, Utility Management of Missouri, LLC, by and through, counsel, and for his Motion for Authority to Execute Asset Purchase Agreement to Sell Assets of P.C.B. Inc., states to the Court as follows:

1. The undersigned was appointed Receiver for P.C.B., Inc. on the 4<sup>th</sup> day of April, 2016.

That the Receiver was directed to operate the utility so as to preserve the assets of P.C.B., Inc. and to serve the best interests of its customers. To date, that has been accomplished.

Further, pursuant to the Receiver's original appointment, the Receiver was directed to ultimately transfer by sale or liquidate the assets of the utility as provided by law.

The Receiver has negotiated an Asset Purchase Agreement with Jefferson County Public Sewer District.

2. The sales price for the assets of P.C.B., Inc. is in the amount of One hundred Dollars (\$100.00) and said sale proceeds will be dispersed as follows:

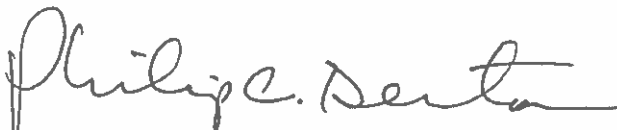
Unpaid Receiver Fee and expenses: \$100.00

3. Counsel for the Missouri Public Service Commission has had an opportunity to review

the proposed Agreement. Pursuant to instruction from the Public Service Commission counsel, upon the Circuit Court providing the Receiver authority to execute the Asset Purchase Agreement, an application for formal Public Service Commission approval through an administrative procedure will be instituted.

WHEREFORE, the Court-Appointed Receiver prays that the Court make and enter its Order granting the Receiver authority to execute the Asset Purchase Agreement with Jefferson County Public Sewer District; grant the Receiver further authority to complete the sale as contemplated in said Asset Purchase Agreement and to follow Public Service Commission procedures for applying for Public Service Commission approval, and for such other and further relief as the Court deems just and proper under the premises.

**LAW OFFICE OF PHILIP C. DENTON**



PHILIP C. DENTON, #32004  
60 Crestwood Executive Center  
Crestwood, MO 63126  
(314) 241-7700  
[PhilipDenton@att.net](mailto:PhilipDenton@att.net)

Attorney for Utility Management of  
Missouri, LLC, Receiver

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was electronically served with the Clerk of the court to be served by operation of the Court's electronic filing system to Shelley Brueggemann, Attorney for Missouri Public Service Commission and was also mailed by U.S. Mail, postage prepaid to the following on this 6<sup>th</sup> day of September, 2017.

Nicole and Greg Pfeffer  
505 Brick Church Road  
Labadie, MO 63055

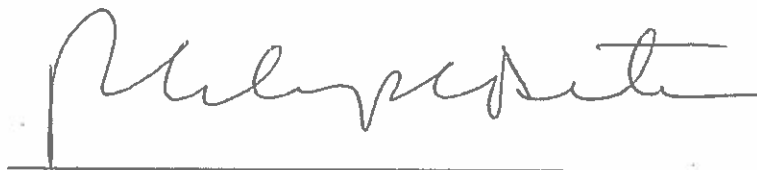
A handwritten signature in dark ink, appearing to read "Nicole and Greg Pfeffer", is written over a horizontal line.

Exhibit 6

See Attached

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI  
19TH JUDICIAL CIRCUIT  
DIVISION NO. \_\_\_\_\_

Missouri Public Service Commission

vs.

P. C. B., INC.

No. 4AC-CC00020

Date of Proceeding: 9/18/2017

Nature of Proceeding: Motion to Approve Authority to Execute  
Asset Purchase Agreement to Sell Assets of

APPEARANCES:

Philip C. Denton

ATTORNEY FOR:

Receiver for P.C.B., INC.,  
UTILITY MANAGEMENT of Missouri  
Inc.

☐ DOCKET SHEET ENTRY

☒ ORDER

☐ JUDGMENT

☐ STIPULATION

☐ OTHER

☒ AS FOLLOWS

☐ ATTACHED HERETO

☐ AGREED TO BY:

Count hereby sustains the Receiver's Motion  
for Authority to execute Asset purchase agreement  
to sell Assets of P.C.B., INC., The Receiver is hereby  
Authorized to execute Any and All documents  
necessary to effect the Asset Purchase agreement.  
The proceeds from the sale of the Assets of P.C.B., INC.  
shall be disbursed to pay expenses and bills as outlined  
in Receiver's motion.

☒ SUBMITTED BY:

Philip C. Denton Philip C Denton

ATTORNEY FOR:

Receiver for P.C.B., INC.,  
UTILITY MANAGEMENT of Missouri  
Inc.

SO ORDERED this 18<sup>th</sup> day of Aug, 2017

**Exhibit 7**

**See Attached**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 20<sup>th</sup> day of APRIL, 2016, by and between Jefferson County Public Sewer District ("District"), and Utility Management of Missouri, LLC, solely in its capacity as the Court-appointed receiver of P.C.B., Inc. ("PCB"), a dissolved corporation organized pursuant to the laws of the State of Missouri, and not in its personal or corporate capacity (the "Receiver").

### **Recitals**

- A. PCB is an administratively dissolved sewer corporation and public utility, which was regulated by the Public Service Commission (the "PSC"), that owned certain real property, treatment facilities, sewage collection pipeline systems, and other associated infrastructure, equipment and appurtenances (the "System"), that provided sewer services to residential customers in the Bel Air Estates, Secluded Forest Subdivision, Wedgewood Village, Sennawood Village and Sandia Heights areas in Jefferson County, Missouri.
- B. On January 17, 2014, the PSC filed a Petition to Attach the Assets and Appoint a Receiver for P.C.B., Inc. in the Circuit Court in Cole County, Missouri (Cause No. 14AC-CC00020 ("Receivership Action")).
- C. The PSC's Petition requesting that that PCB be placed into receivership alleged that the owners of PCB had indicated that they were "unable to continue to manage and operate the utility..." and that, "control and responsibility for PCB should not, in the best interests of customers, be returned to the two shareholders and officers of PCB because of the voluntary abandonment of the utility." As a result, the Public Service Commission requested that the Court direct the appointed receiver to "transfer by sale or liquidate the assets of the utility in the manner provided by law."
- D. Pursuant to Section 393.145 (7) RSMo., which governs receiverships of sewer corporations and public utilities indicates that, "Control of and responsibility for the utility shall remain in the receiver until the utility can, in the best interests of its customers, be returned to the owners. However, if the commission or another interested party petitions and the court determines, after hearing, that control of and responsibility for the utility should not, in the best interests of its customers, be returned to the owners, the court shall direct the receiver to transfer by sale or liquidate the assets of the utility in the manner provided by law."
- E. Following a hearing on March 3, 2014, the Court entered its Judgment wherein the Court found that, "it is in the best interests of customers that control and responsibility of the utility not be returned to the shareholders and



officers of PCB, and therefore, the receiver is directed to transfer by sale or liquidate the assets of the utility as provided by law.”

- F. On April 4, 2016, an Order was entered in the case changing the receiver to the Receiver. The April 4, 2016 Order reiterated the prior determination of the Court that the receiver was to transfer by sale or liquidate the assets of PCB.
- G. Based on the March 3, 2014 Judgment, the April 4, 2016 Order and Section 393.145 (7) RSMo., the Receiver is authorized to transfer by sale or liquidate the assets of the utility as provided by law.
- H. In accordance with the authority invested in it as receiver, the Receiver hereby determines that it is in the best interests of the customers of the System for the District to acquire, own and operate the System.
- I. Pursuant to the terms and conditions hereinafter set forth, the District desires to purchase the System from the Receiver, in its capacity as the Court-appointed receiver for PCB, and the Receiver desires to sell the System to District.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **Article I**

### **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Assets" means the properties and assets of the Receiver listed on Exhibit A, attached hereto and incorporated herein by reference.

(b) "Closing Date" means \_\_\_\_\_, 2017, at 10:00 o'clock a.m., or when the System is connected to the District's existing system, whichever occurs first.

## **Article II**

### **TERMS OF SALE**

2.01 Sale of Assets. On the Closing Date, the Receiver shall sell, assign, transfer and convey to District, and District shall purchase and acquire from the Receiver, subject to the terms and conditions hereinafter set forth, all of the Receiver's right, title and interest in and to the Assets.

2.02 No Assumption of Liabilities. On the Closing Date, District shall assume and agree to pay, perform or otherwise discharge the liabilities of the System arising after the Closing Date. PCB shall remain responsible for and obligated to perform or otherwise discharge all liabilities of the System arising prior to the Closing Date. Nothing herein shall be deemed an assumption or acceptance by the District of any liabilities arising prior to the Closing Date. District and the Receiver agree to prorate utility expenses and similar charges relating to the System, with the Receiver liable to the extent such expenses and charges relate to any time period before the Closing Date and with District liable to the extent such expenses and charges relate to any time period after the Closing Date.

2.03 Customer Notification. The Receiver and District shall provide a joint notification to the customers of the System concerning the transfer of ownership of the System from the Receiver to District not less than five (5) days prior to the Closing Date.

2.04 Accounts Receivable. District will bill and collect all amounts due from the customers of the System for service provided by the Receiver prior to the Closing Date and all amounts due from the customers of the System for service provided by District after the Closing Date.

2.05 Future Payables. District will be responsible for all normal anticipated monthly payables resulting from the operation of the System that are due and owing for services rendered following closing.

2.06 Purchase Price. The purchase price for the sale of the Assets contemplated herein shall be one hundred dollars (\$100.00), which sum shall be payable by District to the Receiver at Closing.

### **Article III**

#### **REPRESENTATIONS AND WARRANTIES OF CITY**

The Receiver hereby represents and warrants to District as follows:

3.01 Corporate Organization. The Receiver is a limited liability company duly organized and existing under the laws of the State of Missouri, with all requisite power and authority to carry on the transactions contemplated herein.

3.02 Authorization. The Receiver has the necessary power and authority to enter into this Agreement. This Agreement is a legal, valid and binding obligation of the Receiver.

3.03 No Violation. Neither the execution and delivery of this Agreement by the Receiver, the performance by the Receiver of its obligations hereunder nor the consummation by it of the transactions contemplated hereby will (i) violate any provision

of the special charter or ordinances of the Receiver, or (ii) to the best knowledge of the Receiver, violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which the Receiver is subject, which would have a material adverse effect on the System taken as a whole.

3.04 Litigation. To the best knowledge of the Receiver, there is no action, proceeding or investigation pending or threatened against or involving the Receiver or any of the Assets which, if determined adversely, could materially and adversely affect the System taken as a whole. The Receiver is not in violation of any order, judgment, injunction or decree outstanding against it the effect of which would be materially adverse to the System taken as a whole.

3.05 Title to Properties. As of the Closing Date the Receiver will have good and marketable title to all of the Assets, and the Assets will be subject to no liens or encumbrances, whether by mortgage, pledge, lien, security agreement, conditional sale agreement or otherwise.

3.06 No Warranties. The Assets sold hereunder are being sold "AS IS, WHERE IS" and no warranties of any kind or character, express or implied, including any warranty of quality or any warranty of merchantability of fitness for a particular purpose, are being given by or on behalf of the Receiver; provided, however, that the Receiver does warrant its title to the Assets and its right and authority to sell and transfer the same to District. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.07 Brokers and Agents. No broker, agent or representative of the Receiver has any agreement or contract with the Receiver entitling such broker, agent or representative to any commission or payment by reason of the transfer of the assets which are the subject of this agreement.

## **Article IV**

### **REPRESENTATIONS AND WARRANTIES OF DISTRICT**

District hereby represents and warrants to the Receiver as follows:

4.01 Corporate Organization. District is a political corporation of the State of Missouri duly organized under the provisions of Sections 247.010 to 247.220 et seq. RSMo. (2000), with all requisite power and authority to own and operate its properties and to carry on its System as it is now being conducted.

4.02 Authorization. District has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its Board of Directors. This Agreement is a legal, valid and binding obligation of District.

4.03 No Violation. Neither the execution and delivery of this Agreement by District, the performance by District of its obligations hereunder nor the consummation by it of the transactions contemplated hereby will (i) violate any provision of the Articles of Incorporation or Bylaws of District, or (ii) to the best knowledge of District, violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which District is subject.

4.04 Title to Assets. Title to and risk of loss, destruction or damage to the Assets shall pass to District immediately after the Closing Date.

## **Article V**

### **ADDITIONAL COVENANTS**

#### **5.01 Closing Documents.**

(a) On the Closing Date, the Receiver shall deliver the following to District:

(i) duly executed Bill of Sale, Assignment of Easements, General Assignment and Corporation Warranty Deed conveying the Assets to District;

(ii) all books and records of the Receiver with respect to the System; and

(iii) certified resolutions of the Managing Member of the Receiver authorizing this Agreement and the transactions contemplated hereby;

(b) On the Closing Date, District shall deliver the following to the Receiver:

(i) certified resolutions of the Board of Directors of District authorizing this Agreement and the transactions contemplated hereby.

5.02 The Closing. The consummation of the transactions contemplated by this Agreement shall occur on the Closing Date at the offices of District, at 4632 Yaeger Road, Hillsboro, MO 63050, or such other place as the Receiver and District may mutually agree.

5.03 Indemnity. . District agrees to indemnify, defend and hold harmless the Receiver from and against any and all claims, damages, actions, judgments, costs and expenses (including without limitation, reasonable attorneys fees and court costs) of whatsoever nature arising out of or in connection with events or occurrences or based upon the condition of the System after the Closing Date. Nothing herein shall obligate the District to indemnify any party from or against any claims, damages, actions, judgments or liabilities arising pertaining to the System or of PCB arising prior to the Closing Date.

5.04 Customers. The Receiver makes no representation or warranty that the present customers of the System will continue to remain connected to the System as customers of District following execution of this Agreement.

## **Article VI**

### **CONTINGENCIES**

6.01 The District and the Receiver agree that this Agreement and the consummation of this Agreement shall be contingent upon the District, in addition to any and all other conditions to closing as herein provided, being satisfied that:

- a. During the Feasibility Period, as herein below defined, the Receiver obtains all approvals deemed necessary by the District for its use of the Assets, subject only to conditions and stipulations acceptable to the District and the Receiver (the "Governmental Approvals"). The Receiver shall diligently pursue the applications for Governmental Approval and processing the same to completion including, but not limited to, the consent or approval of the Missouri Public Service Commission. "Final Approval" of the Governmental Approvals shall be the date when all of the Governmental Approvals have been reviewed and finally approved by the appropriate governmental agencies. If Final Approval has not occurred on or before the expiration of the Feasibility Period, as the same may be extended, the District may, at its option, either (a) continue this Agreement in full force and effect until the same has occurred, (b) terminate this Agreement, in which case this Agreement shall be of no further force and effect, or (c) waive some or all parts of this contingency (with or without imposition of further conditions not involving additional dollar expense by the Receiver) at the District's sole and absolute discretion, and proceed with the Closing.
- b. The District shall have a one hundred (100) day period from the Effective Date (the "Feasibility Period") to determine the feasibility of the District's use of the Assets and to obtain all necessary Governmental Approvals. At any time prior to the end of the Feasibility Period, the District may, for any reason in its sole and absolute discretion, cancel this Agreement and shall have no further duties thereon, the Agreement being rendered null and void.

## **Article VII**

## **CONDITIONS PRECEDENT**

7.01 Conditions of the Receiver. The obligations of the Receiver hereunder are subject to satisfaction of each of the following conditions (all or any of which may be waived in whole or in part by the Receiver in writing) on or prior to the Closing Date:

(a) the representations and warranties of District shall be true and correct;

(b) District shall have delivered to the Receiver a certified copy of a resolution of the Board of Directors of District duly authorizing the execution, delivery and performance of this Agreement.

7.02 Conditions of District. The obligations of District hereunder are subject to satisfaction of each of the following conditions (all or any of which may be waived in whole or in part by District in writing) on or prior to the Closing Date:

(a) the representations and warranties of the Receiver shall be true and correct;

(b) the Receiver shall have obtained in a form and upon terms satisfactory to the District all consents and Governmental Approvals, if any, required of the Missouri Public Service Commission, other governmental agencies or third parties to effectuate the Agreement.

(c) the Receiver shall have delivered to District a Bill of Sale, Assignment of Easements, General Assignment and Corporation Special Warranty Deed conveying the Assets to District.

## **Article VIII**

### **MISCELLANEOUS**

8.01 Bulk Sales. The parties hereto waive compliance with the provisions of any bulk sales law applicable to the transactions contemplated hereby

8.02 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

8.03 Fees and Expenses. Except as otherwise provided herein, the parties hereto shall bear their own costs and expenses incurred in connection herewith and with the transactions contemplated hereby. The Receiver and District agree to indemnify and hold the other harmless from any claim (together with costs and expenses, including attorneys fees, incurred in connection with such claims) for compensation by any person, firm or corporation claiming to have been requested, authorized or employed to act as lender, broker or agent in connection with the subject matter of this Agreement or negotiations leading thereto.

8.04 Assignment. No party shall assign this Agreement or any of its rights and obligations hereunder.

8.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns.

8.06 Notices. Any notice, demand or request required or permitted to be given under any provision of this Agreement shall be in writing and delivered personally or by registered or certified mail (return receipt requested, with postage prepaid) to the following address, or to such other address as either party may request by notice in writing to the other party:

(a) If to the Receiver:

Jonathan Fribis, Managing Member  
Utility Management of Missouri  
6517 NW Office Center  
House Springs, MO 63051

(b) If to District:

Joseph C. Blanner  
McCarthy, Leonard & Kaemmerer, LC  
825 Maryville Centre Drive, Ste 300  
Town and County, MO 63017

With a copy to:

Jefferson County Public Sewer District  
Attn: Connie Hargis  
4632 Yaeger Road  
Hillsboro, MO 63050

8.07 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations and discussions. No amendment, alteration, modification or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the parties hereto.

8.08 Construction. The captions and headings of this Agreement are for convenience and reference only, and shall not control or affect the meaning or construction of this Agreement. Use of the masculine gender shall also be deemed to refer to the feminine gender and neuter gender and the singular to the plural unless the context clearly requires otherwise.

8.09 Choice of Law. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Missouri.

8.10 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. The invalidity or unenforceability of any provision of this Agreement to any person or circumstance shall not affect the validity or enforceability of such provision as it may apply to any other persons or circumstances.

8.11 Waiver. The failure in one or more instances of a party to insist upon performance of any of the terms, conditions and covenants set forth in this Agreement, or the failure of a party to exercise any right or privilege conferred by this Agreement, shall not be construed thereafter as waiving their right to insist upon the performance of such terms, conditions and covenants or the right to exercise such rights and privileges, which rights shall continue and remain in full force and effect as if no forbearance had occurred.

8.12 Attorney Fees. In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provision contained herein, and either party prevails in such action, then such party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney fees and court costs incurred in such suit.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together will constitute for all purposes one and the same instrument.

8.14 Cooperation. District and the Receiver will cooperate before, on and after the Closing Date in furnishing such information and other assistance in connection with the acquisition by District of the Assets and further the Receiver agrees that it will cooperate with District in the orderly transition of the Assets. From time to time after the Closing Date the Receiver will at the request of District, but without further consideration, sale, transfer and conveyance, take such other and further action as District may reasonably request in order to more effectively vest in District and put District in possession of the Assets and assure to District the benefits thereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

**JEFFERSON COUNTY PUBLIC  
SEWER DISTRICT**

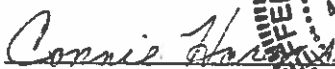
**UTILITY MANAGEMENT OF  
MISSOURI, LLC, SOLELY IN  
ITS CAPACITY AS THE  
COURT-APPOINTED  
RECEIVER OF P.C.B., INC.**

By:   
Clyde Pratt, Chairman

By:   
Jonathan Fribis, Managing Member

SEAL

ATTEST:

  
, Clerk



## **EXHIBIT A**

The Following is a list of Assets that are to be transferred from the Receiver to the District pursuant to this Agreement:

- (a) the sanitary sewage collection and treatment system, including any and all sanitary sewage mains with all manholes and lampholes, sanitary sewage treatment plants, plumbing and mechanical systems and equipment, all outfall sewage treatment and sewage pumping station sites, sewage lagoons, existing deep wells with pumping facilities, electrical controls, piping connection, all housing structures for well and pressure facilities with appliances and accessories, etc., owned by the Receiver, excluding all water service lines and sewer laterals, that provides sewer services to customers in the Bel Air Estates, Secluded Forest Subdivision, Wedgewood Village, Sennawood Village and Sandia Heights areas in Jefferson County, Missouri;
- (b) any and all real property and easements owned by the Receiver upon which any of the items listed in Section (a) are located and/or are otherwise owned by the Receiver as part of the sanitary sewage collection and treatment system; and
- (c) the Debt Service Account, Depreciation and Replacement Account, which are held or maintained by the Receiver for the construction, operation, maintenance or expansion of the Receiver's sanitary sewage collection and treatment system.
- (d) All vendor, customer and service records and lists, cellphone numbers, office phone numbers, e-mail addresses and fax numbers related to the System;
- (e) All of the Receiver's unbilled accounts and fees and its account receivables, together with any liens or other interests, if any, securing payment of same, as of the date of closing; and
- (f) All operating permits and licenses associated with the operation or any improvements to the Receiver's sewer treatment plants and the System.

**Exhibit 8**

**See Attached**

## **BILL OF SALE**

THAT, the undersigned, Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. ("Seller") for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, has GRANTED, BARGAINED, SOLD, TRANSFERRED, DELIVERED AND CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, DELIVER and CONVEY unto Jefferson County Public Sewer District, its successors and assigns ("Buyer"), all of Seller's interest in the fixtures and other items of personal property (the "Property") that constitute a portion of Bel Air Estate's sanitary sewage collection and treatment system located on, or forming a portion of the improvements located on real property in and around the Jefferson County, Missouri, said Property shall include, without limitation, all furnishings, goods, equipment, property, fixtures, appliances, all sewage collection mains with all manholes and lampholes, all outfall sewage treatment and sewage pumping station sites, sewage lagoons, existing deep wells with pumping facilities, electrical controls, piping connection, all housing structures for well and pressure facilities with appliances and accessories, water storage and pressure tanks with piping connections, accessories, well and storage sites; to have and to hold, all and singular, said fixtures and items of personal Property unto Buyer forever.

The Seller further agrees that Seller will execute and deliver any and all conveyances, deeds, assignments, bills of sale, certificates, instruments of transfer, and other documents which may be necessary or appropriate to fully effectuate the terms hereof, and to vest in Buyer, its successors and assigns, title in and to each and all of the Property.

Seller and Buyer expressly agree that the above-described Property is being sold by Seller and purchased by Buyer on an "AS IS" basis only. Buyer received the opportunity to examine the Property and all aspects of the condition of the Property to determine if it was satisfactory to Buyer. Buyer has determined that the Property is acceptable to it. Subject to the foregoing, Seller specifically disclaims any and all warranties and representations, express or implied, as to the state of the Property, its condition, quality, quantity, characters size, description or suitability or fitness for any use or purpose, whether existing or contemplated, except as specifically set forth in this document. SELLER CONVEYS THE PROPERTY AND BUYER ACCEPTS THE PROPERTY WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL AND SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY OR OTHERWISE.

EXECUTED effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SELLER:**

Utility Management of Missouri, LLC, as court  
appointed receiver for PCB, Inc.,

(SEAL)

By: \_\_\_\_\_

Jonathan Fribis

ATTEST:

\_\_\_\_\_  
Clerk

AGREED AND ACCEPTED EFFECTIVE THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2017.

**BUYER:**

JEFFERSON COUNTY PUBLIC SEWER  
DISTRICT

(SEAL)

By: \_\_\_\_\_

Clyde Pratt, President

ATTEST:

\_\_\_\_\_  
Clerk

## **BILL OF SALE**

THAT, the undersigned, Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. ("Seller") for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, has GRANTED, BARGAINED, SOLD, TRANSFERRED, DELIVERED AND CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, DELIVER and CONVEY unto Jefferson County Public Sewer District, its successors and assigns ("Buyer"), all of Seller's interest in the fixtures and other items of personal property (the "Property") that constitute a portion of Secluded Forest Subdivison's sanitary sewage collection and treatment system located on, or forming a portion of the improvements located on real property in and around the Jefferson County, Missouri, said Property shall include, without limitation, all furnishings, goods, equipment, property, fixtures, appliances, all sewage collection mains with all manholes and lampholes, all outfall sewage treatment and sewage pumping station sites, sewage lagoons, existing deep wells with pumping facilities, electrical controls, piping connection, all housing structures for well and pressure facilities with appliances and accessories, water storage and pressure tanks with piping connections, accessories, well and storage sites; to have and to hold, all and singular, said fixtures and items of personal Property unto Buyer forever.

The Seller further agrees that Seller will execute and deliver any and all conveyances, deeds, assignments, bills of sale, certificates, instruments of transfer, and other documents which may be necessary or appropriate to fully effectuate the terms hereof, and to vest in Buyer, its successors and assigns, title in and to each and all of the Property.

Seller and Buyer expressly agree that the above-described Property is being sold by Seller and purchased by Buyer on an "AS IS" basis only. Buyer received the opportunity to examine the Property and all aspects of the condition of the Property to determine if it was satisfactory to Buyer. Buyer has determined that the Property is acceptable to it. Subject to the foregoing, Seller specifically disclaims any and all warranties and representations, express or implied, as to the state of the Property, its condition, quality, quantity, characters size, description or suitability or fitness for any use or purpose, whether existing or contemplated, except as specifically set forth in this document. SELLER CONVEYS THE PROPERTY AND BUYER ACCEPTS THE PROPERTY WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL AND SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY OR OTHERWISE.

EXECUTED effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SELLER:**

Utility Management of Missouri, LLC, as court  
appointed receiver for PCB, Inc.,

(SEAL)

By: \_\_\_\_\_

Jonathan Fribis

ATTEST:

\_\_\_\_\_  
Clerk

AGREED AND ACCEPTED EFFECTIVE THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2017.

**BUYER:**

JEFFERSON COUNTY PUBLIC SEWER  
DISTRICT

(SEAL)

By: \_\_\_\_\_

Clyde Pratt, President

ATTEST:

\_\_\_\_\_  
Clerk

## **BILL OF SALE**

THAT, the undersigned, Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. ("Seller") for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, has GRANTED, BARGAINED, SOLD, TRANSFERRED, DELIVERED AND CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, DELIVER and CONVEY unto Jefferson County Public Sewer District, its successors and assigns ("Buyer"), all of Seller's interest in the fixtures and other items of personal property (the "Property") that constitute a portion of Wedgewood Village's sanitary sewage collection and treatment system located on, or forming a portion of the improvements located on real property in and around the Jefferson County, Missouri, said Property shall include, without limitation, all furnishings, goods, equipment, property, fixtures, appliances, all sewage collection mains with all manholes and lampholes, all outfall sewage treatment and sewage pumping station sites, sewage lagoons, existing deep wells with pumping facilities, electrical controls, piping connection, all housing structures for well and pressure facilities with appliances and accessories, water storage and pressure tanks with piping connections, accessories, well and storage sites; to have and to hold, all and singular, said fixtures and items of personal Property unto Buyer forever.

The Seller further agrees that Seller will execute and deliver any and all conveyances, deeds, assignments, bills of sale, certificates, instruments of transfer, and other documents which may be necessary or appropriate to fully effectuate the terms hereof, and to vest in Buyer, its successors and assigns, title in and to each and all of the Property.

Seller and Buyer expressly agree that the above-described Property is being sold by Seller and purchased by Buyer on an "AS IS" basis only. Buyer received the opportunity to examine the Property and all aspects of the condition of the Property to determine if it was satisfactory to Buyer. Buyer has determined that the Property is acceptable to it. Subject to the foregoing, Seller specifically disclaims any and all warranties and representations, express or implied, as to the state of the Property, its condition, quality, quantity, characters size, description or suitability or fitness for any use or purpose, whether existing or contemplated, except as specifically set forth in this document. SELLER CONVEYS THE PROPERTY AND BUYER ACCEPTS THE PROPERTY WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL AND SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY OR OTHERWISE.



EXECUTED effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SELLER:**

Utility Management of Missouri, LLC, as court  
appointed receiver for PCB, Inc.,

(SEAL)

By: \_\_\_\_\_

Jonathan Fribis

ATTEST:

\_\_\_\_\_  
Clerk

AGREED AND ACCEPTED EFFECTIVE THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2017.

**BUYER:**

JEFFERSON COUNTY PUBLIC SEWER  
DISTRICT

(SEAL)

By: \_\_\_\_\_

Clyde Pratt, President

ATTEST:

\_\_\_\_\_  
Clerk

## **BILL OF SALE**

THAT, the undersigned, Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. ("Seller") for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, has GRANTED, BARGAINED, SOLD, TRANSFERRED, DELIVERED AND CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, DELIVER and CONVEY unto Jefferson County Public Sewer District, its successors and assigns ("Buyer"), all of Seller's interest in the fixtures and other items of personal property (the "Property") that constitute a portion of Sennawood Village's sanitary sewage collection and treatment system located on, or forming a portion of the improvements located on real property in and around the Jefferson County, Missouri, said Property shall include, without limitation, all furnishings, goods, equipment, property, fixtures, appliances, all sewage collection mains with all manholes and lampholes, all outfall sewage treatment and sewage pumping station sites, sewage lagoons, existing deep wells with pumping facilities, electrical controls, piping connection, all housing structures for well and pressure facilities with appliances and accessories, water storage and pressure tanks with piping connections, accessories, well and storage sites; to have and to hold, all and singular, said fixtures and items of personal Property unto Buyer forever.

The Seller further agrees that Seller will execute and deliver any and all conveyances, deeds, assignments, bills of sale, certificates, instruments of transfer, and other documents which may be necessary or appropriate to fully effectuate the terms hereof, and to vest in Buyer, its successors and assigns, title in and to each and all of the Property.

Seller and Buyer expressly agree that the above-described Property is being sold by Seller and purchased by Buyer on an "AS IS" basis only. Buyer received the opportunity to examine the Property and all aspects of the condition of the Property to determine if it was satisfactory to Buyer. Buyer has determined that the Property is acceptable to it. Subject to the foregoing, Seller specifically disclaims any and all warranties and representations, express or implied, as to the state of the Property, its condition, quality, quantity, characters size, description or suitability or fitness for any use or purpose, whether existing or contemplated, except as specifically set forth in this document. SELLER CONVEYS THE PROPERTY AND BUYER ACCEPTS THE PROPERTY WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL AND SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY OR OTHERWISE.

EXECUTED effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SELLER:**

Utility Management of Missouri, LLC, as court  
appointed receiver for PCB, Inc.,

(SEAL)

By: \_\_\_\_\_

Jonathan Fribis

ATTEST:

\_\_\_\_\_  
Clerk

AGREED AND ACCEPTED EFFECTIVE THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2017.

**BUYER:**

JEFFERSON COUNTY PUBLIC SEWER  
DISTRICT

(SEAL)

By: \_\_\_\_\_

Clyde Pratt, President

ATTEST:

\_\_\_\_\_  
Clerk

## **BILL OF SALE**

THAT, the undersigned, Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. ("Seller") for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, has GRANTED, BARGAINED, SOLD, TRANSFERRED, DELIVERED AND CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, DELIVER and CONVEY unto Jefferson County Public Sewer District, its successors and assigns ("Buyer"), all of Seller's interest in the fixtures and other items of personal property (the "Property") that constitute a portion of Sandia Heights' sanitary sewage collection and treatment system located on, or forming a portion of the improvements located on real property in and around the Jefferson County, Missouri, said Property shall include, without limitation, all furnishings, goods, equipment, property, fixtures, appliances, all sewage collection mains with all manholes and lampholes, all outfall sewage treatment and sewage pumping station sites, sewage lagoons, existing deep wells with pumping facilities, electrical controls, piping connection, all housing structures for well and pressure facilities with appliances and accessories, water storage and pressure tanks with piping connections, accessories, well and storage sites; to have and to hold, all and singular, said fixtures and items of personal Property unto Buyer forever.

The Seller further agrees that Seller will execute and deliver any and all conveyances, deeds, assignments, bills of sale, certificates, instruments of transfer, and other documents which may be necessary or appropriate to fully effectuate the terms hereof, and to vest in Buyer, its successors and assigns, title in and to each and all of the Property.

Seller and Buyer expressly agree that the above-described Property is being sold by Seller and purchased by Buyer on an "AS IS" basis only. Buyer received the opportunity to examine the Property and all aspects of the condition of the Property to determine if it was satisfactory to Buyer. Buyer has determined that the Property is acceptable to it. Subject to the foregoing, Seller specifically disclaims any and all warranties and representations, express or implied, as to the state of the Property, its condition, quality, quantity, characters size, description or suitability or fitness for any use or purpose, whether existing or contemplated, except as specifically set forth in this document. SELLER CONVEYS THE PROPERTY AND BUYER ACCEPTS THE PROPERTY WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL AND SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY OR OTHERWISE.

EXECUTED effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017

**SELLER:**

Utility Management of Missouri, LLC, as court  
appointed receiver for PCB, Inc.,

(SEAL)

By: \_\_\_\_\_

Jonathan Fribis

ATTEST:

\_\_\_\_\_  
Clerk

AGREED AND ACCEPTED EFFECTIVE THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2017.

**BUYER:**

JEFFERSON COUNTY PUBLIC SEWER  
DISTRICT

(SEAL)

By: \_\_\_\_\_

Clyde Pratt, President

ATTEST:

\_\_\_\_\_  
Clerk

## **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. (see attached Exhibit A) ("Assignor"), and Jefferson County Public Sewer District ("Assignee").

### **RECITALS**

A. Assignor has obtained by Plat for Sandia Heights, recorded as Plat Book 695, Page 977 of the Jefferson County Records, easements over certain real property in Jefferson County, Missouri permitting Assignor to construct, reconstruct, operate and maintain various sanitary sewer mains, and related appurtenances as described on said Plat (collectively the "Easements"); and

B. Assignor has agreed to convey and Assignee has agreed to acquire Assignor's interest in certain assets of Assignor, including the Easement.

In consideration of the foregoing and of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

### **GENERAL COVENANTS**

This Assignment shall be governed by and construed in accordance with the laws of Missouri. This Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

### **ASSIGNMENT**

Assignor hereby assigns, grants, conveys, and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Easements, as shown on the Plat for Sandia Heights, recorded at Plat Book 695, Page 977 of the Jefferson County Records.

IN WITNESS WHEREOF, the parties have executed this Assignment the date and year first written above.

**ASSIGNEE:**  
**JEFFERSON COUNTY PUBLIC**

**ASSIGNOR:**  
Utility Management of Missouri, LLC, as  
court appointed receiver for PCB, Inc.

By: \_\_\_\_\_  
Clyde Pratt, President

\_\_\_\_\_  
Jonathan Fribis

SEAL

ATTEST:

\_\_\_\_\_  
Clerk

STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Jonathan Fribis, to me personally known, who being by me duly sworn did say and acknowledge said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Clyde Pratt, to me personally known, who being by me duly sworn did say that she is the Chairman of the Board of Jefferson County Public Sewer District, a Missouri political corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:



## **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. (see attached Exhibit A) ("Assignor"), and Jefferson County Public Sewer District ("Assignee").

### **RECITALS**

A. Assignor has obtained by Plat for Bel Air Estates, recorded as Plat Book 695, Page 979 of the Jefferson County Records, easements over certain real property in Jefferson County, Missouri permitting Assignor to construct, reconstruct, operate and maintain various sanitary sewer mains, and related appurtenances as described on said Plat (collectively the "Easements"); and

B. Assignor has agreed to convey and Assignee has agreed to acquire Assignor's interest in certain assets of Assignor, including the Easement.

In consideration of the foregoing and of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

### **GENERAL COVENANTS**

This Assignment shall be governed by and construed in accordance with the laws of Missouri. This Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

### **ASSIGNMENT**

Assignor hereby assigns, grants, conveys, and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Easements, as shown on the Plat for Bel Air Estates, recorded at Plat Book 695, Page 979 of the Jefferson County Records.

IN WITNESS WHEREOF, the parties have executed this Assignment the date and year first written above.

**ASSIGNEE:**  
**JEFFERSON COUNTY PUBLIC**

**ASSIGNOR:**  
Utility Management of Missouri, LLC, as  
court appointed receiver for PCB, Inc.

By: \_\_\_\_\_  
Clyde Pratt, President

\_\_\_\_\_  
Jonathan Fribis

SEAL

ATTEST:

\_\_\_\_\_  
Clerk

STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Jonathan Fribis, to me personally known, who being by me duly sworn did say and acknowledge said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Clyde Pratt, to me personally known, who being by me duly sworn did say that she is the Chairman of the Board of Jefferson County Public Sewer District, a Missouri political corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

## **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. (see attached Exhibit A) ("Assignor"), and Jefferson County Public Sewer District ("Assignee").

## **RECITALS**

A. Assignor has obtained by Plat for Sennawood Village, recorded as Plat Book 001, Page 1210 of the Jefferson County Records, easements over certain real property in Jefferson County, Missouri permitting Assignor to construct, reconstruct, operate and maintain various sanitary sewer mains, and related appurtenances as described on said Plat (collectively the "Easements"); and

B. Assignor has agreed to convey and Assignee has agreed to acquire Assignor's interest in certain assets of Assignor, including the Easement.

In consideration of the foregoing and of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

## **GENERAL COVENANTS**

This Assignment shall be governed by and construed in accordance with the laws of Missouri. This Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

## **ASSIGNMENT**

Assignor hereby assigns, grants, conveys, and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Easements, as shown on the Plat for Sennawood Village, recorded at Plat Book 001, Page 1210 of the Jefferson County Records.

IN WITNESS WHEREOF, the parties have executed this Assignment the date and year first written above.

**ASSIGNEE:**  
**JEFFERSON COUNTY PUBLIC**

**ASSIGNOR:**  
Utility Management of Missouri, LLC, as  
court appointed receiver for PCB, Inc.

By: \_\_\_\_\_  
Clyde Pratt, President

\_\_\_\_\_  
Jonathan Fribis

SEAL

ATTEST:

\_\_\_\_\_  
Clerk

STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Jonathan Fribis, to me personally known, who being by me duly sworn did say and acknowledge said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Clyde Pratt, to me personally known, who being by me duly sworn did say that she is the Chairman of the Board of Jefferson County Public Sewer District, a Missouri political corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

## **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. (see attached Exhibit A) ("Assignor"), and Jefferson County Public Sewer District ("Assignee").

## **RECITALS**

A. Assignor has obtained by Plat for Secluded Forest Subdivision, recorded as Plat Book 399, Page 1238 of the Jefferson County Records, easements over certain real property in Jefferson County, Missouri permitting Assignor to construct, reconstruct, operate and maintain various sanitary sewer mains, and related appurtenances as described on said Plat (collectively the "Easements"); and

B. Assignor has agreed to convey and Assignee has agreed to acquire Assignor's interest in certain assets of Assignor, including the Easement.

In consideration of the foregoing and of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

## **GENERAL COVENANTS**

This Assignment shall be governed by and construed in accordance with the laws of Missouri. This Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

## **ASSIGNMENT**

Assignor hereby assigns, grants, conveys, and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Easements, as shown on the Plat for Secluded Forest Subdivision, recorded at Plat Book 399, Page 1238 of the Jefferson County Records.

IN WITNESS WHEREOF, the parties have executed this Assignment the date and year first written above.

**ASSIGNEE:**  
**JEFFERSON COUNTY PUBLIC**

**ASSIGNOR:**  
Utility Management of Missouri, LLC, as  
court appointed receiver for PCB, Inc.

By: \_\_\_\_\_  
Clyde Pratt, President

\_\_\_\_\_  
Jonathan Fribis

SEAL

ATTEST:

\_\_\_\_\_  
Clerk



STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Jonathan Fribis, to me personally known, who being by me duly sworn did say and acknowledge said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Clyde Pratt, to me personally known, who being by me duly sworn did say that she is the Chairman of the Board of Jefferson County Public Sewer District, a Missouri political corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

## **ASSIGNMENT OF EASEMENTS**

This Assignment of Easements ("Assignment") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Utility Management of Missouri, LLC, as court appointed receiver for PCB, Inc., with authority to sell the assets of PCB, Inc. (see attached Exhibit A) ("Assignor"), and Jefferson County Public Sewer District ("Assignee").

## **RECITALS**

A. Assignor has obtained by Plat for Wedgewood Village, recorded as Plat Book 116, Page 1472 of the Jefferson County Records, easements over certain real property in Jefferson County, Missouri permitting Assignor to construct, reconstruct, operate and maintain various sanitary sewer mains, and related appurtenances as described on said Plat (collectively the "Easements"); and

B. Assignor has agreed to convey and Assignee has agreed to acquire Assignor's interest in certain assets of Assignor, including the Easement.

In consideration of the foregoing and of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

## **GENERAL COVENANTS**

This Assignment shall be governed by and construed in accordance with the laws of Missouri. This Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

## **ASSIGNMENT**

Assignor hereby assigns, grants, conveys, and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Easements, as shown on the Plat for Wedgewood Village, recorded at Plat Book 116, Page 1472 of the Jefferson County Records.

IN WITNESS WHEREOF, the parties have executed this Assignment the date and year first written above.

**ASSIGNEE:**  
**JEFFERSON COUNTY PUBLIC**

**ASSIGNOR:**  
Utility Management of Missouri, LLC, as  
court appointed receiver for PCB, Inc.

By: \_\_\_\_\_  
Clyde Pratt, President

\_\_\_\_\_  
Jonathan Fribis

SEAL

ATTEST:

\_\_\_\_\_  
Clerk

STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Jonathan Fribis, to me personally known, who being by me duly sworn did say and acknowledge said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
STATE OF MISSOURI     )  
                                      )  
COUNTY OF \_\_\_\_\_ )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for said County and State, appeared Clyde Pratt, to me personally known, who being by me duly sworn did say that she is the Chairman of the Board of Jefferson County Public Sewer District, a Missouri political corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: