

SPRADLING, SPRADLING & SOUTHARD

ATTORNEYS AT LAW

1838 BROADWAY

P. O. DRAWER 1119

CAPE GIRARDEAU, MO. 63702-1119

*A. M. Spradling, Jr. 1920 - 2004*

*\*A. M. Spradling, III*

*\*Stephen R. Southard*

*\* Licensed in Missouri & Illinois*

*Area Code 573*

*335-8296*

*FAX 335-8525*

*srs1aw@swbell.net*

November 27, 2006

**FILED**

**JAN 05 2007**

Ms. *Cathy* Dale  
Missouri Public Service Commission  
Governor Office Building, Suite 900  
200 Madison St.  
Jefferson City, MO 65102

**Missouri Public  
Service Commission**

RE: Notification for Transfer of Assets of Hillcrest Utilities Company

Dear Ms. Dale:

I represent the Company of Blomeyer Investments, Inc. Please consider this the application for transfer of the assets of Hillcrest Utilities Company from Blomeyer Investments, Inc. to Brandco Investments LLC.

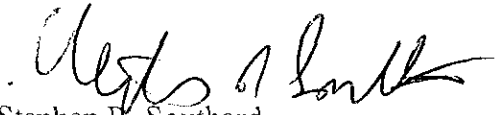
Pursuant to the Application, I'm enclosing herewith a certificate of Good Standing from the Secretary of States office from Blomeyer Investments, Inc., a legal description of the property involved, a copy of the contract between Brandco Investments LLC and Blomeyer Investments, Inc., a verification from Blomeyer Investments, Inc. of a resolution of the Board of Directors authorizing the proposed action and the other documents in support of the requirements of 4CSR240.3.605.

If you have any questions regarding this matter or if I need to submit any additional documentation, please do not hesitate to contact my office.

As of December 1, 2006, my office address will change to Layton & Southard, PO Box 1238, 24 South Silver Springs Road, Cape Girardeau, Missouri 63702-1238. The phone number will be 573-335-3359 and the fax number will be 573-334-0666.

Yours very sincerely,

SPRADLING, SPRADLING & SOUTHARD

  
Stephen R. Southard

SRS:ag

Enclosure

cc: Mr. Morris and Betty Montgomery

# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

## Important Notice:

The St. Louis branch of the Business Services Division of the Secretary of State's office has moved to Suite 210 of the U.S. Customs House and Old Post Office Building at 815 Olive Street.

The new mailing address for the St. Louis branch is: Business Services, Office of Secretary of State, 815 Olive St., Suite 210, St. Louis, MO 63101.

The telephone number for the office will remain the same: (314) 340-7490. Businesses may continue to file many reports online.

- Search
- By Business Name
  - By Charter Number
  - By Registered Agent
  - For New Corporations Verify
  - Verify Certification Annual Report
  - File Online File Fictitious Name Registration
  - File Online File LLC Registration
  - File Online Online Orders
  - Register for Online Orders
  - Order Good Standing
  - Order Certified Documents

## Filed Documents

**Date:** 11/20/2006 (Click above to view filed documents that are available.)

## Business Name History

Name	Name Type
HILLCREST UTILITIES COMPANY	Legal

## General Business - Domestic - Information

**Charter Number:** 00162418  
**Status:** Good Standing  
**Entity Creation Date:** 6/15/1973  
**State of Business.:** MO  
**Expiration Date:** Perpetual  
**Last Annual Report Filed Date:** 3/1/2006  
**Last Annual Report Filed:** 2006  
**Annual Report Month:** January

## Registered Agent

**Agent Name:** BETTY L. MONTGOMERY  
**Office Address:** 601 SHERIDAN DRIVE  
 CHAFFEE MO 63740

**Mailing Address:**

# Missouri Secretary of State, Robin Carnahan

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  - File Online
  - Online Orders
  - Register for Online Orders
  - Order Good Standing
  - Order Certified Documents

## Filed Documents

Date: 11/20/2006 (Click above to view filed documents that are available.)

## Business Name History

Name	Name Type
BLOMEYER INVESTMENTS, INC.	Legal
M & W DEVELOPMENT CO.	Prev Legal

## General Business - Domestic - Information

<b>Charter Number:</b>	00162507
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	6/20/1973
<b>State of Business.:</b>	MO
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	7/25/2006
<b>Last Annual Report Filed:</b>	2006
<b>Annual Report Month:</b>	June

## Registered Agent

**Agent Name:** BETTY L. MONTGOMERY  
**Office Address:** 601 SHERIDAN DRIVE  
 CHAFFEE MO 63740

**Mailing Address:**

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

## CERTIFICATE OF ORGANIZATION


WHEREAS,

*Brandco Investments LLC*  
*LC0761024*

filed its Articles of Organization with this office on the 28th day of August, 2006, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 28th day of August, 2006, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 28th day of August, 2006.

  
Secretary of State



**Appointment of Member(s)  
By  
Organizer**

The undersigned Organizer of Brandco Investments LLC  
who signed and filed the Articles of Organization with the state of Missouri  
hereby appoints the following individual(s) to be the initial member(s) of the limited  
liability company:

Bobby Brandon 155 South Minnesota Ave., Cape Girardeau, MO 63703

Allie R. Brandon 155 South Minnesota Ave., Cape Girardeau, MO 63703

Any future changes in membership shall be reflected in the Limited Liability Company's  
Operating Agreement.

Organizer hereby attests that he/she is acting as the sole organizer for this  
company.

Signed:

Karen Sena

Karen Sena  
(Organizer's Name)

Date:

08/23/2006

CALL AND WAIVER OF SPECIAL MEETING  
OF SHAREHOLDER AND BOARD OF DIRECTORS  
OF HILCREST UTILITIES COMPANY

Blomeyer Investments, Inc., (formerly M & W Development Co.) being the sole Shareholder of all of the stock of Hillcrest Utilities Company does hereby consent, together with the present Board of Directors of Hillcrest Utilities Company, to hold a Special Meeting at 10:00 a.m. at its offices located at 602 South Kingshighway, Cape Girardeau, MO 63702 on the 19<sup>th</sup> day of September, 2006.

The purpose of the meeting is to execute a Contract with Brandco Investments LLC for the sale of all of the assets of Hillcrest Utilities Company.

BLOMEYER INVESTMENTS, INC.

By: Morris C. Montgomery  
Morris C. Montgomery, President

Morris C. Montgomery  
Morris C. Montgomery, President and  
Member of the Board of Directors of  
Hillcrest Utilities Company

Betty L. Montgomery  
Betty L. Montgomery, Secretary and  
Member of the Board of Directors of  
Hillcrest Utilities Company

SPECIAL MEETING OF THE SHAREHOLDER  
AND BOARD OF DIRECTORS OF  
HILCREST UTILITIES COMPANY

A special meeting of the Stockholders and the Board of Directors of Hillcrest Utilities Company was held at its offices at 602 South Kingshighway, Cape Girardeau, Missouri 63702 on the 19<sup>th</sup> day of September, 2006.

The meeting was held at a call and waiver of notice executed by the Shareholder as well as those members of the Board of Directors. A copy of same is attached hereto and incorporated by reference as if fully set out herein.

By unanimous consent, Morris C. Montgomery was chosen as Chairman of the meeting and Betty L. Montgomery as Secretary.

There was then presented to the Shareholder as well as the Board of Directors, all in accordance with the laws of the State of Missouri (Chapter 351), a contract with Brandco Investments LLC. This was carefully reviewed by the Shareholder and the Board of Directors and the following resolution was adopted by unanimous consent.

RESOLVED, that the contract between Hillcrest Utilities Company and Brandco Investments LLC having been reviewed by the Shareholder and the Board of Directors of this corporation is hereby approved and the same shall be executed by Morris C. Montgomery as President of Hillcrest Utilities Company and attested to by the Secretary, Betty L. Montgomery.





## ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated the 19 day of September, 2006, by and among Brandco Investments LLC, 155 South Minnesota Ave., Cape Girardeau, MO 63703, County of Cape Girardeau, (the "Buyer"), and Hillcrest Utilities Company, 602 South Kingshighway, Cape Girardeau, MO 63702, County of Cape Girardeau, (the "Seller") and the shareholders of the Seller as set forth on the signature page hereto (the "Shareholders") sets forth the terms and conditions by which the Buyer shall acquire all the assets of the Seller used in the Seller's operation of a water utility system. The Buyer, the Seller and the Shareholders are referred to collectively as the "Parties."

### RECITALS

WHEREAS, the Seller owns and operates a water and sewer utility business known as Hillcrest Utilities Company, located in Cape Girardeau County, Cape Girardeau, Missouri (the "Business")

WHEREAS, the Seller desires to sell and Buyer desires to purchase all the Assets utilized in the Business on and subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

### PURCHASE AND SALE OF ASSETS

1. **EFFECTIVE DATE:**

The Effective Date shall be the date this Contract is executed by the second of the parties to so execute same.

2. **PURCHASE AND SALE OF ASSETS:**

Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, transfer, assign, and deliver to the Buyer, all of the Assets free and clear of all liens, security interest, options, rights of first refusal, mortgages, charges, indebtedness, deeds of trust, leases or security agreements on the Closing Date against receipt by Seller of the Purchase Price.

3. **ACCOUNTS RECEIVABLES:**

All water and sewer customers' accounts receivables shall remain the receivables of the Seller. If not collected at the time of closing Seller will notify in writing, with a copy to Buyer, the intent of disconnecting the water service to the

residential or commercial customer. Upon payment in full of the amount due Seller services will be continued to utility user.

**4. GENERAL WARRANTY DEED:**

A General Warranty Deed will be conveyed for Lot No. 28, Lot No. 163, Lot No. 164, Lot No. 165, Lot No. 169, Lot No. 170, Lot No. 171 of Hillcrest Manor, being part of U.S.P. Surveys No. 211, 218, 217, and 234, and part of Section 5,

Township 30 North, Range 13 East, part of U.S.P. Surveys No. 211 and 218, and part of Section 32, Township 31 North, range 13 East, Cape Girardeau County, Missouri, as recorded in Plat Book 10 at Page 18.

**5. EXHIBIT A – Hillcrest Land Contract between Crown Properties Inc. dated 9/30/05 and Morris C. & Betty L. Montgomery dated 10/3/05, (attached and made a part hereof)**

**(a) FIRST RIGHT OF REFUSAL FOR UTILITY COMPANY OWNER:**

Lots 166, 167, and 168 will be available as a first right of refusal for any Utility company owner in case a lagoon expansion is required.

**(b) FIRST RIGHT OF REFUSAL FOR CROWN PROPERTIES, INC. DEVELOPER:**

Lots 169 and 170 will be available for Crown Properties, Inc. to purchase on a first right of refusal if not utilized by any utility company expansions. Any lot bought by either party through the first right of refusal at any time will be charged \$6,000.00 per lot.

**6. PURCHASE PRICE:**

The Buyer agrees to pay the Seller Eighty Eight Thousand Five Hundred and NO/100 Dollars (\$88,500.00) (the "Purchase Price") in consideration for the property and assets.

**7. TERMS OF PURCHASE:**

Five Thousand and No/100 Dollars \$5,000.00 will deposited as Buyer's intention to purchase. The deposit will be subject to the Regulatory Approval of Sale by the Missouri Public Service Commission. If the Missouri Public Service Commission does not approve the sale the deposit will be returned to Buyer.

The balance of Eighty Three Thousand and No/100 Dollars (\$83,500.00) will be due and payable upon closing and deliverance of clear title.

**8. TAXES:**

All Taxes (other than income taxes) shall be prorated as of the Closing Date and the Purchase Price shall be adjusted to account for any such Taxes.

The Utilities Company is exempt from county property taxes, therefore at this time there are no taxes to pro-rate.

**THE CLOSING**

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the Seller's place of business located at 602 South Kingshighway, Cape Girardeau, Missouri, or any local bank or title agency, within 30 days of approval of the Missouri Public Service Commission.

At the Closing, the Seller shall deliver to the Buyer a Bill of Sale, a General Warranty Deed and such other instruments of transfer, assignment, and conveyance in form and substance reasonably satisfactory to the Buyer sufficient to transfer to and effectively vest in the Buyer all right, title, and interest in the Assets together with possession of the Assets free and clear of all encumbrances.

**AGREEMENTS THROUGH CLOSING**

During the period from the date hereof until the Closing the Seller shall provide the Buyer with reasonable access to the Assets.

The Buyer and the Seller shall cooperate to the maximum extent possible to satisfy all regulatory requirements necessary for the transactions contemplated hereby, including obtaining the Regulatory Approval.

**OPERATIONS**

The Buyer will assure that any and all improvements, extensions and installations that are further necessary and in compliance by the Department of Natural Resources, (DNR) EPA and Missouri Public Service Commission for the completion of the development of the lots in the subdivision will be made.

The Buyer will hold harmless and indemnify the Seller against any and all future improvements, extensions and installations that are further necessary and in compliance by the DNR, EPA and Missouri Public Service Commission for the completion of the development of the lots in the subdivision.

**The Buyer will hold harmless and indemnify the Seller on the issuance of any future permits with the DNR, EPA or Missouri Public Service Commission. .**

**The Seller shall provide reasonable assistance to the Buyer as it relates to the operation of the Assets and the Business for a period of up to ninety (90) days after the closing date. The Seller will not have any financial obligation whatsoever. Assistance is on a consultancy basis only.**

**EXHIBIT A – Hillcrest Land Contract between Crown Properties Inc. dated 9/30/05 and Morris C. & Betty L. Montgomery dated 10/3/05, (attached and made a part hereof)**

**Item 5) The Seller to assure that the existing lagoon system is capable of handling all future development of the subdivision as is currently stated in the existing permits issued and filed by the DNR and Missouri Public Service Commission.**

**Item 6) Seller to guarantee ingress and egress to all lots being sold and to provide an engineer drawing or equivalent of the subdivision showing such easements as water, sewer, and utility hook ups.**

### **TERMINATION**

**Anything herein to the contrary notwithstanding, this Agreement shall terminate upon the occurrence of any of the following events: (i) by consent of the Buyer and the Seller, or (ii) on written notice from the Seller to the Buyer if the Closing shall not have occurred on or before 30 days after the Missouri Public Service Commission decision to give the Regulatory Approval.**

### **GENERAL PROVISIONS**

**Each Party shall be responsible for its own expenses incurred in connection with this Agreement including any broker's fees.**

**The Seller shall execute and deliver without additional expense to the Buyer such additional documents and take such additional actions as are reasonable necessary to transfer the Assets and the Business to the Buyer.**

**As a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is taking the Property 'AS IS' with any and all latent and patent defects and that there is no warranty by Seller. Buyer acknowledges that it**

is not relying upon any representations, statements, assertions or non-assertions by the Seller with respect to the Property condition, but is relying solely upon its examination of the Property. Buyer takes the Property under the express understanding there are no express or implied warranties (except for limited warranties of title set forth in the closing documents or certain manufacturer warranties). Provisions of this Section shall survive the Closing." Seller makes no other representations or warranties with respect to the condition of the Property. The Property is being sold in its present "as is" "where is" condition

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Missouri.

### INSPECTIONS

Seller shall grant to Buyer access to the Property for the purpose of performing such inspections, studies and test ("Inspections") on the Property as Buyer deems appropriate or beneficial in determining whether Property is satisfactory for Buyer's purposes. Inspections shall include, without limitation, performing environmental test or audits, soil tests and such other tests which Buyer deems beneficial. All such inspections shall be at Buyer's expense. If this Contract fails to close for any reason, Buyer agrees to repair any damage to the Property arising from the Inspections.

Further, Buyer agrees to indemnify Seller and its owners and agents and hold them harmless from and against all claims, damages, or liability of any sort, including without limitation, cost and reasonable attorney's fees, arising out of the Inspections of Buyer, its employees, agents or contractors' activities on or pertaining to the Premises and Property. This indemnity shall survive Closing or termination of this Contract.

The Utilities Company is being sold in operable condition, with no known violations in place, all permits up to date and in Good Standing with the Missouri Public Service Commission and the DNR. Buyer agrees to indemnify Seller and its owners and agents and hold them harmless from and against all claims, damages, or liability of any sort, including without limitation, cost and reasonable attorney's fees, arising out of the negligence or delinquency of Buyer, its employees, agents or contractors' activities on or pertaining to the Premises and Property. This indemnity shall survive forever and will carry through to all successive Buyers/Owners for the Utility Company.

**MUTUALITY**

**This Contract shall be deemed to have been mutually drafted by the parties and any ambiguity contained in the Contract shall not be construed against one party over the other on the basis of which party drafted this Contract.**

**NOTICES**

**Any notice, request, instruction, correspondence or other document required to be given hereunder by either party to the other shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by photo copier, as follows:**

**If to the Buyer, addressed to:**

**Bobby Brandon and/or Allie R. Brandon  
Brandco Investments LLC  
155 South Minnesota Ave  
Cape Girardeau, MO 63703**

.....

**If to the Seller or the Shareholders, addressed to:**

**Morris C. Montgomery  
Betty L. Montgomery  
Blomeyer Investments, Inc.  
P O Box 8,  
Chaffee, MO 63740**

**Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be by certified mail, return receipt, with the United States postal service. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.**

**SEVERABILITY**

**If any provisions of this Contract are deemed to be unenforceable, the remainder of this Contract shall not be affected and all other provisions shall be valid and enforced to the fullest extent permitted by law.**

**The Buyer agree to the terms set out in this Agreement and have received a copy of this document on today's date.**

IN WITNESS WHEREOF, This Agreement is executed the day and year first written above.

**SELLER:**

**BLOMEYER INVESTMENTS INC.  
HILLCREST UTILITIES CO.**

By: Morris C. Montgomery Date: 9-19-2006  
Morris C. Montgomery, President

**BUYER:**

**BRANDCO INVESTMENTS LLC**

By: Bobby Brandon Date: 9-19-2006  
Bobby Brandon, Manager

By: Allie R. Brandon Date: 9-19-2006  
Allie R. Brandon, Manager

**SELLER'S COPY**



# EXHIBIT A

## Hillcrest Land contract

1) The following lots are to become part of the original contract between M & W Development Company (seller) and Crown Properties, Inc. (buyer). Exact legal to govern subdivision as stated on page two of this exhibit

Lots 132 through 141 and Lots 199 through 203 – Greenbriar (15 lots)

Lot 203 A – replat - Greenbrier (1 lot) Hillcrest 3<sup>rd</sup> Subdivision

Lots 188 through 198 - Brookside (11 lots)

Lot 213 A – replat - Brookside (1 lot) Hillcrest 4<sup>th</sup> Subdivision

Lots 166 through 179 – Parklane (14 lots)

Lots 183 through 187 – Parklane (5 lots)

Note\*\*\*\*Lots 166, 167, and 168 will be available as a first right of refusal for any Utility company owner in case a lagoon expansion is required.

Lots 169 and 170 will be available for the buyers to purchase on a first right of refusal if not utilized by any utility company expansions. Any lot bought by either party through the first right of refusal at any time will be charged \$6,000 per lot.

Lots 180 through 182 – Catalina St. (3 lots)

Lots 217 through 219 – Catalina St (3 lots)

Lots 216 and 220 – Hollydale (2 lots)

Lots 12 and 13 – Hollydale (2 lots) Hillcrest 2<sup>nd</sup> Subdivision

Lots 1 through 10 – Forestor (10 lots) Hillcrest 2<sup>nd</sup> Subdivision

Lots 1, 2, 3, 10, 12, 13, 216, and 220 (included in this contract) have necessary utility hook ups available as well as concrete streets.

2) Buyers assume no responsibility or risk for existing Hillcrest Manor subdivision streets including but not limited to street repair, maintenance, ice and snow removal, and any repaving that may be required.

3) Seller to be responsible for setting up a homeowners association if warranted by subdivision rules and regulations.

4) Buyers assume no responsibility for any utility company associated with the subdivision, including but not limited to maintenance issues, DNR issues, EPA issues, or subdivision capacity issues.

5) Seller to assure that existing lagoon system is capable of handling all future development of the subdivision as is currently stated in the existing permits issued and filed by the Department of Natural Resources and Missouri Public Service Commission.

6) Seller to guarantee ingress and egress to all lots being sold and to provide an engineer drawing or equivalent of the subdivision showing such easements as water, sewer, and utility hook ups.

Buyer(s)

Date

9/30/05

Seller(s)

Date

10-3-05

**General Warranty Deed** BOOK 395 PAGE 600  
(Corporation)

**This Deed**, Made and entered into this 26 day of  
MARCH nineteen hundred and 76, by and between

M & W DEVELOPMENT COMPANY

a corporation, organized and existing under the laws of the State of  
with its principal office in the COUNTY of CAPE GIR State of MISSOURI  
party of the first part, and HILLCREST UTILITIES CO.

of the COUNTY of CAPE GIRARDEAU State of MISSOURI  
part Y of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum  
of ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATIONS-----  
paid by the said part of the second part, the receipt of which is hereby acknowledged, does by  
these presents *Grant, Bargain and Sell, Convey and Confirm* unto the said part of the second part,

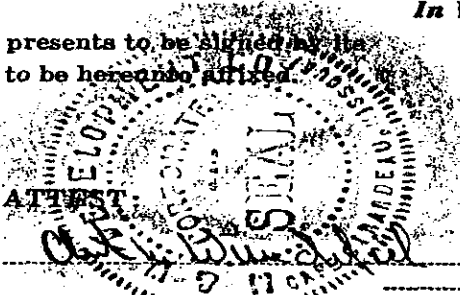
the following described Real Estate, situated in the COUNTY of CAPE GIR, and  
State of Missouri, to-wit:

Lot No. 28-----  
Lot No. 163, Lot No. 164, Lot No. 165, Lot No. 169, Lot No. 170,  
Lot No. 171 of Hillcrest Manor, being part of U.S.P. Surveys  
No. 211, 218, 217, and 234, and part of Section 5, Township 30  
North, Range 13 East, part of U.S.P. Surveys No. 211 and 218,  
and part of Section 32, Township 31 North, Range 13 East,  
Cape Girardeau County, Missouri, as recorded in Plat Book 10  
at Page 18.

*To Have and to Hold* the same, together with all rights and appurtenances to the same belonging,  
unto the said part Y of the second part, and to their

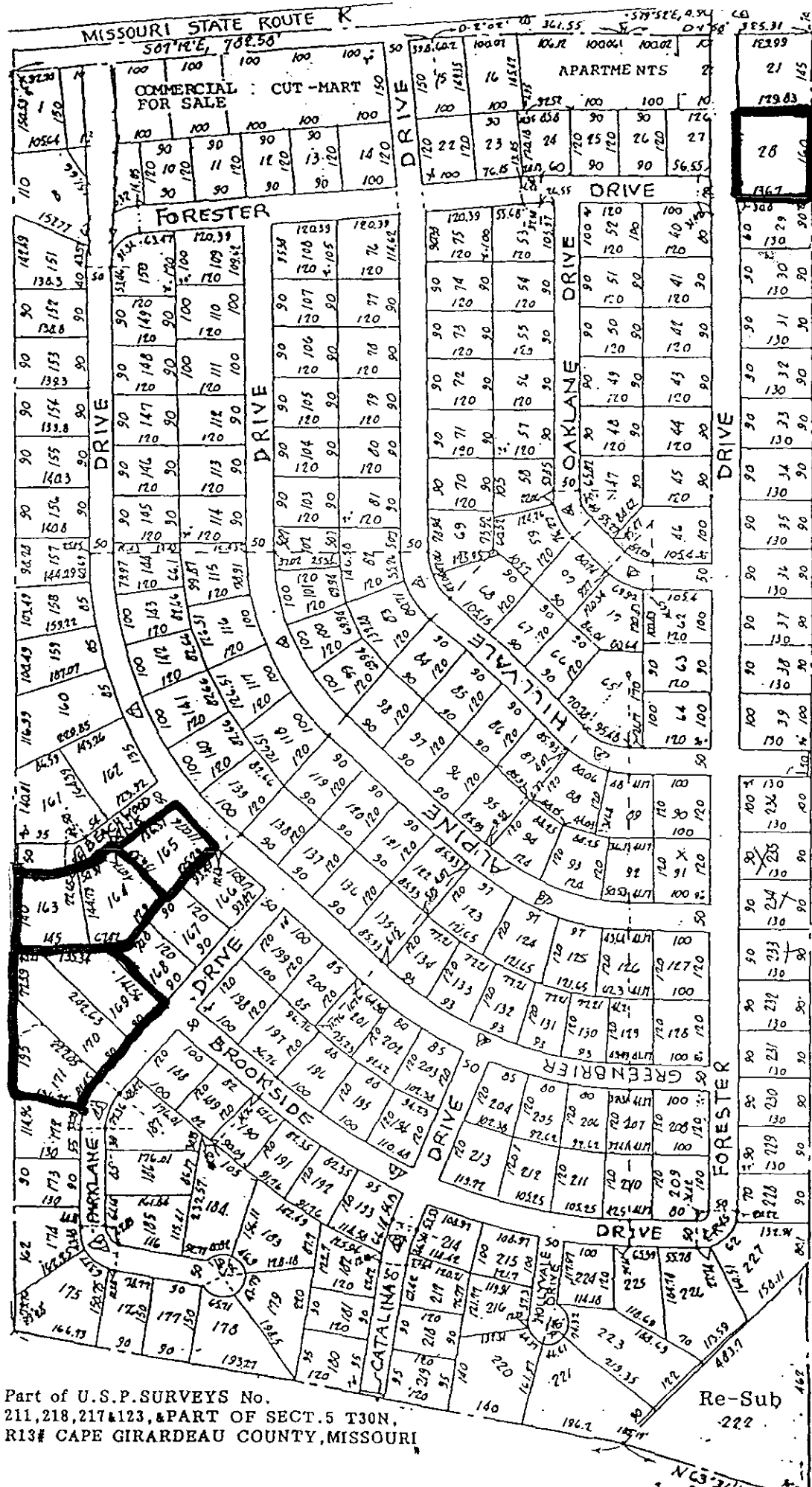
heirs and assigns them forever.  
The said party of the first part hereby covenanting that it and its successors, shall and will  
*Warrant and Defend* the title to the premises unto the said part of the second part, and to  
their heirs and assigns them forever  
against the lawful claims of all persons whomsoever, excepting,  
however, the general taxes for the calendar year 19 and thereafter, and the special taxes becoming  
a lien after the date of this deed.

*In Witness Whereof*, the said party of the first part has caused these  
presents to be signed by its President and its corporate seal, attested by its Secretary,  
to be hereunto affixed.



By Alvin C. Montgomery President.

Secretary.



Lot 28  
Well House  
and  
Water Tank

Lots 163 & 164  
Lagoon System

Lift  
Station

8 Lots &  
Updated  
Sewer  
System

Part of U.S.P. SURVEYS No.  
211, 218, 217 & 123, & PART OF SECT. 5 T30N,  
R13# CAPE GIRARDEAU COUNTY, MISSOURI

Re-Sub  
-222

# DEPARTMENT OF NATURAL RESOURCES

STATE OF MISSOURI



## PERMIT OF APPROVAL

FOR A COMMUNITY WATER SUPPLY  
TO DISPENSE WATER TO THE PUBLIC

PERMIT NO. 4036038

GRANTED TO

HILLCREST UTILITIES, INC., CAPE GIRARDEAU COUNTY

(HILLCREST MANOR SUBDIVISION)

ISSUED IN ACCORDANCE WITH SECTION 640.115  
MISSOURI REVISED STATUTES AND RULES AND REGULATIONS (10 CSR 60)  
PROMULGATED UNDER SECTION 640.100

(See Reverse)

By *Fred A. LaFoe*  
Director, Department of Natural Resources

Date JUNE 25, 1980

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES

Bob Holden, Governor • Stephen M. Mahfood, Director

DIVISION OF ENVIRONMENTAL QUALITY  
P.O. Box 176 Jefferson City, MO 65102-0176

November 16, 2001

M & W Development Co.  
P.O. Box 8  
Chaffee, MO 63740

Dear Permittee:

Pursuant to the Federal Water Pollution Control Act, under the authority granted to the State of Missouri and in compliance with the Missouri Clean Water Law, we have issued and are enclosing your State Operating Permit to discharge from HILLCREST UTILITIES COMPANY.

Please read your permit and attached Standard Conditions. They contain important information on monitoring requirements, effluent limitations, sampling frequencies and reporting requirements.

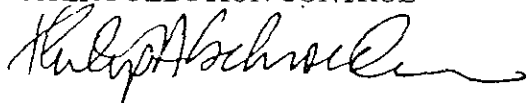
Monitoring reports required by the special conditions must be submitted on a periodic basis. Copies of the necessary report forms are enclosed and should be mailed to the regional office listed below. Please contact that office for additional forms.

This permit is both your Federal Discharge Permit and your new State Operating Permit and replaces all previous State Operating Permits issued for this facility under this permit number. In all future correspondence regarding this facility, please refer to your State Operating Permit number and facility name as shown on page one of the permit.

If you have any questions concerning this permit, please do not hesitate to call this office or our Southeast Regional Office at 948 Lester St., Poplar Bluff, MO 63901-1420 (573) 840-9750.

Sincerely

WATER POLLUTION CONTROL



Philip A. Schroeder, Chief  
Permit Section

PAS:jc

Enclosure

c: Southeast Regional Office

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES  
MISSOURI CLEAN WATER COMMISSION



## MISSOURI STATE OPERATING PERMIT

In compliance with the Missouri Clean Water Law, (Chapter 644 R.S. Mo. as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92<sup>nd</sup> Congress) as amended.

Permit No. MO-0088072

Owner M & W Development Company  
Address PO Box 8, Chaffee, MO 63740

Continuing Authority: Same as above  
Address Same as above

Facility Name: Hillcrest Utilities Company  
Facility Address: Route K, Route 3, Cape Girardeau, MO 63701

Legal Description: NW ¼, NE ¼, Sec. 5, T30N, R13E, Cape Girardeau County  
Latitude Longitude: +3718302/-08937318

Receiving Stream: Unnamed Tributary to Williams Creek (U)  
First Classified Stream and ID: Williams Creek (P) (02198)  
USGS Basin & Sub-watershed No.: (07140107-060001)

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein:

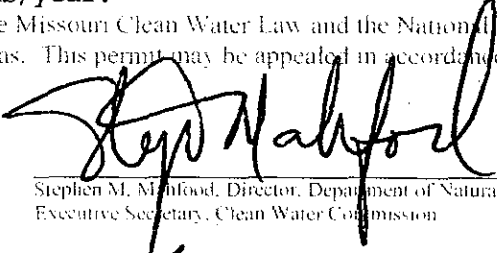
### FACILITY DESCRIPTION

Outfall #001 - PSC Regulated Utility - SIC #4952  
Four cell aerated lagoon/sludge is retained in lagoon.  
Design population equivalent is 922.  
Design flow is 92,126 gallons per day.  
Actual flow is 28,000 gallons per day.  
Design sludge production is 13.83 dry tons/year.  
Actual sludge production is 5.25 dry tons/year.

This permit authorizes only wastewater discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System; it does not apply to other regulated areas. This permit may be appealed in accordance with Section 644.051(6) of the Law.

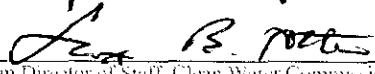
November 16, 2001

Effective Date

  
Stephen M. Mahford, Director, Department of Natural Resources  
Executive Secretary, Clean Water Commission

November 15, 2006

Expiration Date

  
Lisa B. Roberts  
Interim Director of Staff, Clean Water Commission

**A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

PERMIT NUMBER MO-0088072

The permittee is authorized to discharge from outfall(s) with serial number(s) as specified in the application for this permit. The final effluent limitations shall become effective upon issuance and remain in effect until expiration of the permit. Such discharges shall be controlled, limited and monitored by the permittee as specified below:

OUTFALL NUMBER AND EFFLUENT PARAMETER(S)	UNITS	FINAL EFFLUENT LIMITATIONS			MONITORING REQUIREMENTS	
		DAILY MAXIMUM	WEEKLY AVERAGE	MONTHLY AVERAGE	MEASUREMENT FREQUENCY	SAMPLE TYPE
<u>Outfall #001</u>						
Flow	MGD	*		*	once/quarter**	24 hr. estimate
Biochemical Oxygen Demand <sub>5</sub> ***	mg/L		65	45	once/quarter**	grab
Total Suspended Solids***	mg/L		120	80	once/quarter**	grab
pH - Units	SU	****		****	once/quarter**	grab

MONITORING REPORTS SHALL BE SUBMITTED QUARTERLY; THE FIRST REPORT IS DUE April 28, 2002. THERE SHALL BE NO DISCHARGE OF FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

**B. STANDARD CONDITIONS**

IN ADDITION TO SPECIFIED CONDITIONS STATED HEREIN, THIS PERMIT IS SUBJECT TO THE ATTACHED Parts I & III STANDARD CONDITIONS DATED October 1, 1980 and August 15, 1994, AND HEREBY INCORPORATED AS THOUGH FULLY SET FORTH HEREIN.

MO 780-0010 (2/97)

**A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (continued)**

- \* Monitoring requirement only.
- \*\* Sample once per quarter in the months of March, June, September & December.
- \*\*\* This facility is required to meet a removal efficiency of 65% or more.
- \*\*\*\* pH is measured in pH units and is not to be averaged. The pH is to be maintained at or above 6.0 pH units. (lagoons)

**C. SPECIAL CONDITIONS**

1. This permit may be reopened and modified, or alternatively revoked and reissued, to:
  - (a) Comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Clean Water Act, if the effluent standard or limitation so issued or approved:
    - (1) contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
    - (2) controls any pollutant not limited in the permit.
  - (b) Incorporate new or modified effluent limitations or other conditions, if the result of a waste load allocation study, toxicity test or other information indicates changes are necessary to assure compliance with Missouri's Water Quality Standards.
  - (c) Incorporate new or modified effluent limitations or other conditions if, as the result of a watershed analysis, a Total Maximum Daily Load (TMDL) limitation is developed for the receiving waters which are currently included in Missouri's list of waters of the state not fully achieving the state's water quality standards, also called the 303(d) list.

The permit as modified or reissued under this paragraph shall also contain any other requirements of the Clean Water Act then applicable.

2. All outfalls must be clearly marked in the field.
3. Permittee will cease discharge by connection to areawide wastewater treatment system within 90 days of notice of its availability.

C. SPECIAL CONDITIONS (continued)

4. Changes in Discharges of Toxic Substances

The permittee shall notify the Director as soon as it knows or has reason to believe:

- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels:"
  - (1) One hundred micrograms per liter (100 µg/L);
  - (2) Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,5 dinitrophenol and for 2-methyl-4, 6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
  - (3) Five (5) times the maximum concentration value reported for the pollutant in the permit application;
  - (4) The level established in Part A of the permit by the Director.
- (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant, which was not reported in the permit application.

5. Report as no-discharge when a discharge does not occur during the report period.

6. General Criteria. The following water quality criteria shall be applicable to all waters of the state at all times including mixing zones. No water contaminant, by itself or in combination with other substances, shall prevent 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.

7. Sludge and Biosolids Use For Domestic Wastewater Treatment Facilities

- (a) Permittee shall comply with the pollutant limitations, monitoring, reporting, and other requirements in accordance with the attached permit Standard Conditions.
- (b) If sludge is not removed by a contract hauler, permittee is authorized to land apply biosolids that are removed from the domestic wastewater treatment lagoon during lagoon clean-out and maintenance activities. Permit Standard Conditions, Part III shall apply to the land application of biosolids. Permittee shall notify the department at least 180 days prior to the planned removal of biosolids from the lagoon. The department may require submittal of a biosolids management plan for department review and approval as determined appropriate on a case-by-case basis.