

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

In the Matter of the Application of)
Taney County Utilities Corporation)
for Authority to Transfer Certain Assets)
to Taney County Regional Sewer District)
and in Connection Therewith, Certain)
Other Related Transactions.)

CASE NO. SM-2017-0056

SUPPLEMENT TO JOINT APPLICATION

COMES NOW, Taney County Regional Sewer District (District) and Taney County Utilities Corporation (Taney County Utilities), and submits the following Supplement to the Joint Application previously filed in this case.

BACKGROUND INFORMATION

5. The District does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, where the action, judgment or decision has occurred within three (3) years of the date of this application.

6. Taney County Utilities has its principle place of business located at 116 Laughing Lane, Rockaway Beach, Missouri, 65740.

7. Taney County Utilities does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, where the action, judgment or decision has occurred within three (3) years of the date of this application, except as follows:

A. There is a pending case in Taney County Circuit Court under Case No. 16AF-CC00618, concerning the failure to file annual reports in 2013 and 2014. However, we are not aware

of any lawsuits regarding sewer rates or customer service matters that have occurred within three (3) years of the date of this Application.

8. Taney County Regional Sewer District does not have any pending actions or final unsatisfied Judgments or decisions against it from any state or federal agency or court which involves customer service or rates, where the action, Judgment or decision occurred within three (3) years of the date of this Application.

9. Taney County Utilities Corporation states that it is contesting the annual reports that were due in 2013 and 2014 in Taney County Case No. 16AF-CC00618 and that it has failed to file annual reports for 2013, 2014 and 2015. Taney County Utilities Corporation will make sure that the annual assessment fee for all years will be paid by it.

ADDITIONAL INFORMATION

10. The sale of assets shall have no impact on the tax revenue of the relevant political subdivisions as the District will construct the improvements utilizing the Taney County Sewer Sale Tax funds, but will operate and maintain the sewer system on revenue generated from sewer rates. The District itself does not have the ability to charge the tax and the District has estimated the charges to customers of the Lakeway System will more than cover operations and maintenance at the District's current sewer rate charge of \$39.88 per month per resident. The current sewer rate for Taney County Utilities' customers is a minimum charge of \$7.19 commodity and usage charge for the first 1,000 gallons and an additional 4.90 for each 1,000 gallons above the initial 1,000 gallon minimum. The anticipated sewer rate for Taney County Regional Sewer District will be \$39.88 per residence. Taney County Regional Sewer District does not anticipate this addition causing any variation to their existing customers' rates.

11. Taney County Regional Sewer District certifies that the signatory to the Application

has received authority from the Taney County Regional Sewer District Board of Directors to execute this Agreement on behalf of Taney County Regional Sewer District. A copy of Resolution No. 03-2016 authorizing the actions is attached hereto and incorporated herein by reference as Exhibit "1". A copy of the minutes of the meeting authorizing the same are attached hereto as Exhibit "2" and incorporated herein by reference.

12. Taney County Utilities Corporation states that Richard Scott, President, was duly authorized by said Corporation to execute the Agreement for Provision of Wastewater Collection and Treatment Services that is attached to the Joint Application as Exhibit "C".

WHEREFORE, Taney County Utilities Corporation respectfully requests the Commission issue its Order as prayed in the Joint Application filed herein; and for such other and further Orders as the Commission deems appropriate.

Respectfully Submitted,



MATTHEW F. TROKEY
CANTWELL, SMITH & TROKEY, LLP
115 WEST ATLANTIC STREET
BRANSON, MO 65616
PHONE: 417-334-2222
FAX: 417-334-2777
EMAIL: MTROKEY@CANTWELL-LAW.COM
ATTORNEY FOR TANEY COUNTY REGIONAL SEWER
DISTRICT
MO BAR #38252

TANEY COUNTY UTILITIES CORPORATION

By: _____
RICHARD SCOTT, President

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WHEREFORE, Taney County Utilities Corporation respectfully requests the Commission issue its Order as prayed in the Joint Application filed herein; and for such other and further Orders as the Commission deems appropriate.

Respectfully Submitted,

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ATTORNEY FOR TANEY COUNTY REGIONAL SEWER
DISTRICT
MO BAR #38252

TANEY COUNTY UTILITIES CORPORATION

By: Richard E Scott

RICHARD SCOTT, President

STATE OF MISSOURI)
)ss
COUNTY OF TANEY)

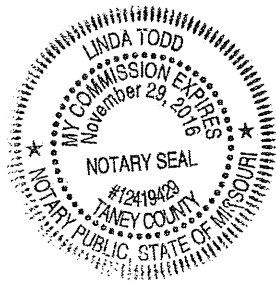
I, BRADLEY D. ALLBRITTON, being duly sworn upon my oath state that I am the Administrator for TANEY COUNTY REGIONAL SEWER DISTRICT, that I am duly authorized to make this Affidavit on behalf of the TANEY COUNTY REGIONAL SEWER DISTRICT, and that the matters and things concerning the TANEY COUNTY REGIONAL SEWER DISTRICT stated in the foregoing Supplement to Joint Application and the original Joint Application and the Exhibits attached thereto are true and correct to the best of my knowledge, information and belief.

Brad Allbritton
BRADLEY D. ALLBRITTON

Subscribed and sworn to before me this 23rd day of September, 2016.

My Commission Expires: 11-29-16.

Linda Todd
Notary Public



STATE OF MISSOURI)
)ss
COUNTY OF TANEY)

I, RICHARD SCOTT, being duly sworn upon my oath state that I am President of TANEY COUNTY UTILITIES CORPORATION, that I am duly authorized to make this Affidavit on behalf of the TANEY COUNTY UTILITIES CORPORATION, and that the matters and things concerning the TANEY COUNTY UTILITIES CORPORATION stated in the foregoing Supplement to Joint Application and the original Joint Application and the Exhibits attached thereto are true and correct to the best of my knowledge, information and belief.

Richard E Scott
RICHARD SCOTT

Subscribed and sworn to before me this 26th day of SEPTEMBER, 2016.

My Commission Expires: MARCH 20, 2019

RICHARD M. PICKREN
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: March 20, 2019
Commission Number: 15390025

Richard M. Pickren
Notary Public

RESOLUTION NO. 03-2016


A RESOLUTION AUTHORIZING TANEY COUNTY REGIONAL SEWER DISTRICT ADMINISTRATOR, BRADLEY D. ALLBRITTON, AND THE SEWER DISTRICT'S LEGAL REPRESENTATIVE TO TAKE ALL NECESSARY ACTIONS TO COMPLETE THE LAKEWAY VILLAGE WASTEWATER TREATMENT FACILITY PROJECT; AND TO SEEK APPROVAL FROM THE MISSOURI PUBLIC SERVICE COMMISSION FOR THE TRANSFER OF ASSETS AND CUSTOMERS FROM TANEY COUNTY UTILITIES CORPORATION TO TANEY COUNTY REGIONAL SEWER DISTRICT.

WHEREAS, let it be resolved that the Sewer District's Administrator, Bradley D. Allbritton, and the District's Legal Representative are each directed and authorized by the Taney County Regional Sewer District Board of Trustees to take all necessary steps in order to construct a new treatment facility at Lakeway Village consisting of a recirculating sand filter with moving bed biofilm reactor and all other necessary appurtenances; and it is further

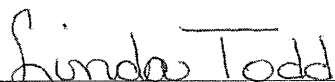
RESOLVED, that the District's Administrator and the District's Legal Representative are each directed and authorized by the Board of Trustees to seek approval from the Missouri Public Service Commission for the transfer of assets and customers from Taney County Utilities Corporation to Taney County Regional Sewer District.

THEREFORE, let it be resolved that the members of the Taney County Regional Sewer District Board of Trustees do hereby adopt this Resolution.

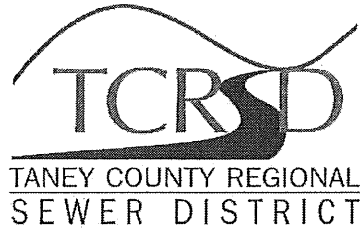
ADOPTED this 21st day of June, 2016



Nathan Easley, Chairman
Taney County Regional Sewer District Board of Trustees

Attest: 

Linda Todd, Secretary



MINUTES OF MEETING

The Board of Trustees of the Taney County Regional Sewer District held their regularly scheduled Board meeting on Tuesday, June 21, 2016 at 9:00 a.m. at Hollister Town Hall, located at 312 Esplanade Street, Hollister, Missouri.

TENTATIVE AGENDA

ITEM 1 CALL MEETING TO ORDER, PLEDGE, INVOCATION AND ESTABLISH QUORUM

Chairman Nathan Easley called the meeting to order beginning with the Pledge of Allegiance and an invocation lead by Mr. Easley. Board members present: Doug Faubion, Danny Strahan, and Nathan Easley. A quorum was established. Board members Jeff Jackson and Randy Casey were absent.

ITEM 2 APPROVAL OF PREVIOUS MEETING MINUTES

- a. May 17, 2016 Regular Session Minutes
- b. May 17, 2016 Closed Session Minutes

Motion to approve the May 17, 2016 Regular Session minutes as presented to the Board was made by Mr. Faubion; seconded by Mr. Strahan. Motion carried 3-0.

Motion to approve the May 17, 2016 Closed Session minutes as presented to the Board was made by Mr. Faubion; seconded by Mr. Strahan. Motion carried 3-0.

ITEM 3 DISBURSEMENTS/WARRANTS

A revised warrant sheet for the Capital warrants was distributed to the Board.

Motion to approve the warrants as presented to the Board was made by Mr. Faubion; seconded by Mr. Strahan. Motion carried 3-0.

ITEM 4 PUBLIC COMMENT

There were no public comments.

ITEM 5 CODE OF ETHICS (CONFLICTS OF INTEREST) POLICY

- a. Resolution No. 02-2016 – A resolution renewing the District's Code of Ethics

Mr. Allbritton explained the Conflicts of Interest requirements pursuant to Missouri statutes. The current policy expires this year and would need to be re-adopted by September 15 if the Board wishes to keep the policy in effect.

There were no changes in the proposed policy from the current policy. Mr. Trokey had reviewed and approved the proposed policy.

Motion to approve the Code of Ethics (Conflicts of Interest) Policy, Resolution No. 02-2016, was made by Mr. Strahan; seconded by Mr. Faubion. Motion carried 3-0.

ITEM 6 AMENDMENT TO DISRICT BYLAWS

A proposed change in Article VIII of the District Bylaws was presented. The change would delegate sole authority to the Administrator for the hiring and termination of the District's employees. The proposed change had been discussed at the previous meeting.

Mr. Trokey had reviewed and approved the proposed amendment.

Motion to amend Article VIII of the District Bylaws, delegating sole authority to the Administrator for the hiring and termination of District employees, was made by Mr. Faubion; seconded by Mr. Strahan. Motion carried 3-0.

ITEM 7 REVISIONS TO DISTRICT EMPLOYEE POLICY MANUAL

The District's Employee Policy Manual had been revised and was presented for the Board's approval. The major change was the addition of the Federal Medical Leave Act provisions. Minor word changes were also made and the policy regarding the authority for hiring and firing of District employees was updated.

Mr. Trokey had reviewed and approved the revised policy manual.

Motion to approve the revised Employee Policy Manual was made by Mr. Faubion; seconded by Mr. Strahan. Motion carried 3-0.

ITEM 8 LAKEWAY VILLAGE WASTEWATER TREATMENT FACILITY PROJECT

- a. **Resolution No. 03-2016 – A resolution authorizing the completion of the project and acceptance of existing sewer collection system**

The Board was asked to approve Resolution No. 03-2016 which provides for the completion of the new wastewater treatment facility in Lakeway Village and also for the acceptance of the existing sewer collection system by the District. The adoption of a formal resolution is required by the Missouri Public Service Commission.

Mr. Trokey had reviewed the proposed resolution.

Motion to approve Resolution No. 03-2016, authorizing the Administrator and District Legal Counsel to take the necessary steps for completion of the Lakeway Village Wastewater Treatment Facility project and the acceptance of the existing sewer collection system was made by Mr. Faubion; seconded by Mr. Strahan. Motion carried 3-0.

ITEM 9 POWERSITE NORTH SANITARY SEWER IMPROVEMENT PROJECT – PHASE 1

Mr. Allbritton and Mel Eakins, Great River Engineering, reported on the issue regarding

an endangered species of bats that may live within the Powersite North project area. It has been determined that the issue has been localized to the Corps of Engineers' land and clearing for the project can move forward on the properties that are privately owned.

Mr. Eakins said Great River Engineering is working with Rocky Presley, of the Corps, regarding the Corps land.

ITEM 10 ADMINISTRATIVE/FINANCIAL REPORTS AND BOARD DISCUSSION

The monthly reports were included in the packet.

Mr. Allbritton provided updates on the projects:

Construction on the Powersite North project has commenced and it is expected that the District will receive the easement from the Corps of Engineers this week. A ceremonial groundbreaking is being planned and information will be provided at a later date.

Inspection of the Branson Creek collection system for the Turkey Creek Interceptor project is complete. A letter and reports of the CCTV videos have been sent to Branson Creek.

Comments have been received from Big Cedar regarding the sewer services agreement for the Ridgedale Wastewater Treatment Facility. Attorneys for the District and Big Cedar are working to schedule a meeting to finalize the agreement.

Taney County Road and Bridge staff have completed the work on the Sycamore Street drainage swale and the District will monitor the site to see if there are further problems.

Steve Connelly has said he will be sending a draft of the rate study this month and possibly the matter will be on the agenda prior to the end of the year for discussion and adoption.

Administrator Allbritton is working on a Rules, Rates, and Regulations document that is similar to what is used by several other sewer districts in the state. The completed document will be a code book for the Sewer District and will incorporate all the current rules, regulations and rates into a single document that can be updated as needed.

A memo regarding the completed work on the Ozark Beach #3 lift station valve vault and correction of the leak was provided to the Board. The County Road and Bridge department helped with excavating the gravel and the District's staff fixed the leak and documented the work with photos. Mr. Allbritton has sent the information to the District's attorney, David Fielder.

Mr. Allbritton conducted the first of the "At Your Service" interviews with Scott McCauley on Branson Hometown radio a few weeks ago. He reported the interview went very well and he plans to do two or three additional segments before the end of the year.

Mr. Allbritton will provide more detail on the capital projects in the second quarter Capital Improvement Status Report which he will prepare in July.

Charli Young has been hired as the new billing clerk. The position was advertised in the two local newspapers and via Facebook. Seventy applications were received for the position.

ITEM 11 VOTE TO HOLD CLOSED MEETING UNDER RSMo SECTIONS 610.021. (1) and (12)
a. Legal (1) and Contracts (12)

Motion to go into Closed Session per RSMo Sections 610.021. (1) and (12) was made by Mr. Strahan at 9:35 a.m.; seconded by Mr. Faubion. Motion carried 3-0. Voting aye: Faubion, Strahan, and Easley. Nays: none.

Open session reconvened at 10:10 a.m.

ITEM 12 ADJOURN

Motion to adjourn the regular session was made by Mr. Strahan at 10:10 a.m.; seconded by Mr. Faubion. Motion carried 3-0.

The Minutes herein approved by the Board of Trustees at their regular meeting on Aug,
16, 2016



NATHAN EASLEY, Board Chairman

Attest: 

LINDA TODD, Board Secretary

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

In the Matter of the Application of)
Taney County Utilities Corporation)
for Authority to Transfer Certain Assets)
to Taney County Regional Sewer District)
and in Connection Therewith, Certain)
Other Related Transactions.)

CASE NO. _____

JOINT APPLICATION

COMES NOW, Taney County Regional Sewer District (District) and Taney County Utilities Corporation (Taney County Utilities), and pursuant to Section 393.190, R.S.Mo. 2000, 4 CSR 240-2.060 and 4 CSR 240-3.310, states the following to the Missouri Public Service Commission (Commission):

BACKGROUND INFORMATION

1. Taney County Utilities Corporation is a Missouri corporation with its principal office and principal place of business located in Taney County, Missouri. Taney County Utilities Corporation is in good standing. A Certificate of Good Standing from the office of the Missouri Secretary of State is attached hereto as Exhibit "A" and incorporated herein by reference. Taney County Utilities Corporation currently provides sewer service to approximately 51 customers in an unincorporated area in Taney County, Missouri, pursuant to a certificate granted by the Commission in Case No. SR-2004-0451. A drawing of the area is attached hereto as Exhibit "B" and incorporated herein by reference.

2. Taney County Utilities is a "sewer corporation" and a "public utility" as those terms are defined in Section 386.020 R.S.Mo. 2000, and is subject to the jurisdiction and supervision of

the Commission as provided by law. Taney County Utilities has an ongoing dispute with the Public Service Commission regarding annual reports and assessment fees.

3. Taney County Regional Sewer District is a political subdivision in the State of Missouri and is in good standing with its principal place of business located at 207 David Street, Forsyth, Missouri 65653.

4. Communications in regard to this Application shall be addressed to:

Matthew F. Trokey
Cantwell, Smith & Trokey, LLP
115 West Atlantic Street
Branson, MO 65616
(417) 334-2222
(417) 334-2777 (facsimile)
mtrokey@cantwell-law.com

THE TRANSACTION

5. Taney County Utilities and Taney County Regional Sewer District have entered into an Agreement for Provision of Wastewater Collection and Treatment Services dated July 14, 2015, (Agreement), a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference. Pursuant to the Agreement, Taney County Regional Sewer District agrees to obtain and acquire certain sewer facilities of Taney County Utilities as specifically described in the Agreement under the terms and provisions further described in the Agreement.

6. Because Taney County Utilities is a sewer corporation doing business in the State of Missouri, it is subject to the provisions of Section 393.190.1, R.S.Mo. 2000, which states, in the pertinent part, that "no ... sewer corporation shall hereafter sell, assign, lease, transfer, mortgage or otherwise dispose of or encumber the whole or any part of its franchise, works or system, necessary

or useful in the performance of its duties to the public ... without having first secured from the Commission an order authorizing it to do so.”

ADDITIONAL INFORMATION

7. A certified copy of the resolution of the Taney County Regional Sewer District authorizing the transaction contemplated by the Agreement is attached hereto as Exhibit “C” and incorporated herein by reference.

8. The sale of assets shall have no impact on the tax revenues of the relevant political subdivisions. The current sewer rate for Taney County Utilities Corporation customers is a minimum charge of \$7.14 commodity and usage charge for the first 1000 gallons of water and an additional \$2.06 for each 1000 gallons above the initial 1000 gallon minimum. The anticipated sewer rate for Taney County Regional Sewer District will be \$39.88 per residence. Taney County Regional Sewer District does not anticipate this addition causing any variation to their existing customers’ rates.

PUBLIC INTEREST

9. The proposed sale of the specified assets of Taney County Utilities and the related transactions are not detrimental to the public interest of the State of Missouri. The assets of Taney County Utilities will be acquired by Taney County Regional Sewer District. As described above, Taney County Regional Sewer District is an organization that was formed for the purpose of protecting the water quality in Taney County, Missouri, and is capable of effectively managing the facilities and customers.


10. Taney County Regional Sewer District is fully qualified, in all respects, to own and operate the system currently being operated by Taney County Utilities and to otherwise provide safe,

reliable and affordable service. Taney County Regional Sewer District will continue to utilize the rates, rules and regulations that are determined by its Board of Trustees to be appropriate.

WHEREFORE, Taney County Utilities respectfully requests that the Commission issue its order:

- (A) Authorizing Taney County Utilities to sell the assets identified herein; and
- (B) Authorizing Taney County Utilities to perform in accordance with the terms described in the Agreement for Provision of Wastewater Collection and Treatment Services that is attached to this Application and to take any and all other actions which may be reasonably necessary and incidental to the performance of the sale; and
- (C) Authorizing Taney County Utilities, effective upon the closing of the transaction, to terminate its responsibilities as a water and sewer corporation in Missouri, and cancelling Taney County Utilities certificates of convenience and necessity and its filed tariffs; and,
- (D) Granting such other relief as may be deemed necessary and appropriate to accomplish the purposes of the Agreement and the Application and to consummate related transactions in accordance with the Agreement.


Respectfully submitted,



MATTHEW F. TROKEY
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115 WEST ATLANTIC STREET
BRANSON, MO 65616
PHONE: 417-334-2222

FAX: 417-334-2777
EMAIL: mtrokey@cantwell-law.com
ATTORNEY FOR TANEY COUNTY REGIONAL
SEWER DISTRICT
MO BAR #38252

TANEY COUNTY UTILITIES CORPORATION

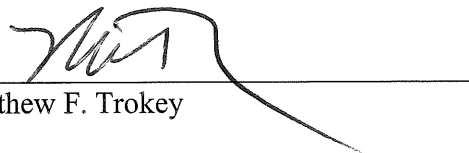
By: 
RICHARD SCOTT, President

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was sent by electronic mail to the following this 23 day of AUGUST, 2016:

Office of the General Counsel
Missouri Public Service Commission
Governor State Office Building
Jefferson City, MO 65101
gencounsel@psc.mo.gov

Office of the Public Counsel
Governor State Office Building
Jefferson City, MO 65101
opcservice@ded.mo.gov


Matthew F. Trokey

AFFIDAVIT

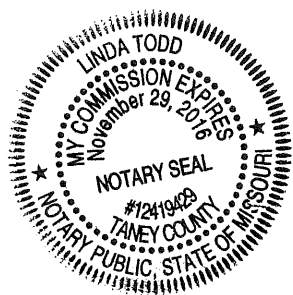
STATE OF MISSOURI)
) ss.
COUNTY OF TANEY)

I, BRADLEY D. ALLBRITTON, being duly sworn upon my oath, state that I am the Administrator of the Taney County Regional Sewer District, that I am duly authorized to make this affidavit on behalf of the Taney County Regional Sewer District, and that the matters and things concerning the Taney County Regional Sewer District stated in the foregoing Application and exhibits attached thereto are true and correct to the best of my information, knowledge and belief.

Bradley D. Allbritton
BRADLEY D. ALLBRITTON

Subscribed and sworn to before me this 11th day of August, 2016.

My Commission Expires: 11/29/16.



Linda Todd
Notary Public

STATE OF MISSOURI



Jason Kander
Secretary of State

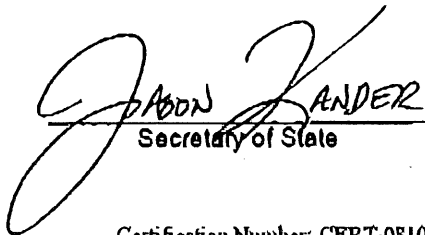
CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

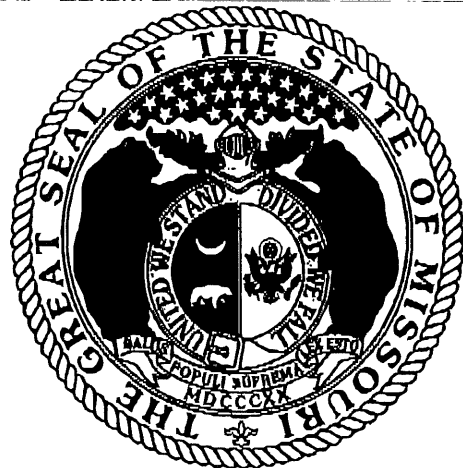
I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

TANEY COUNTY UTILITIES CORPORATION
00203105

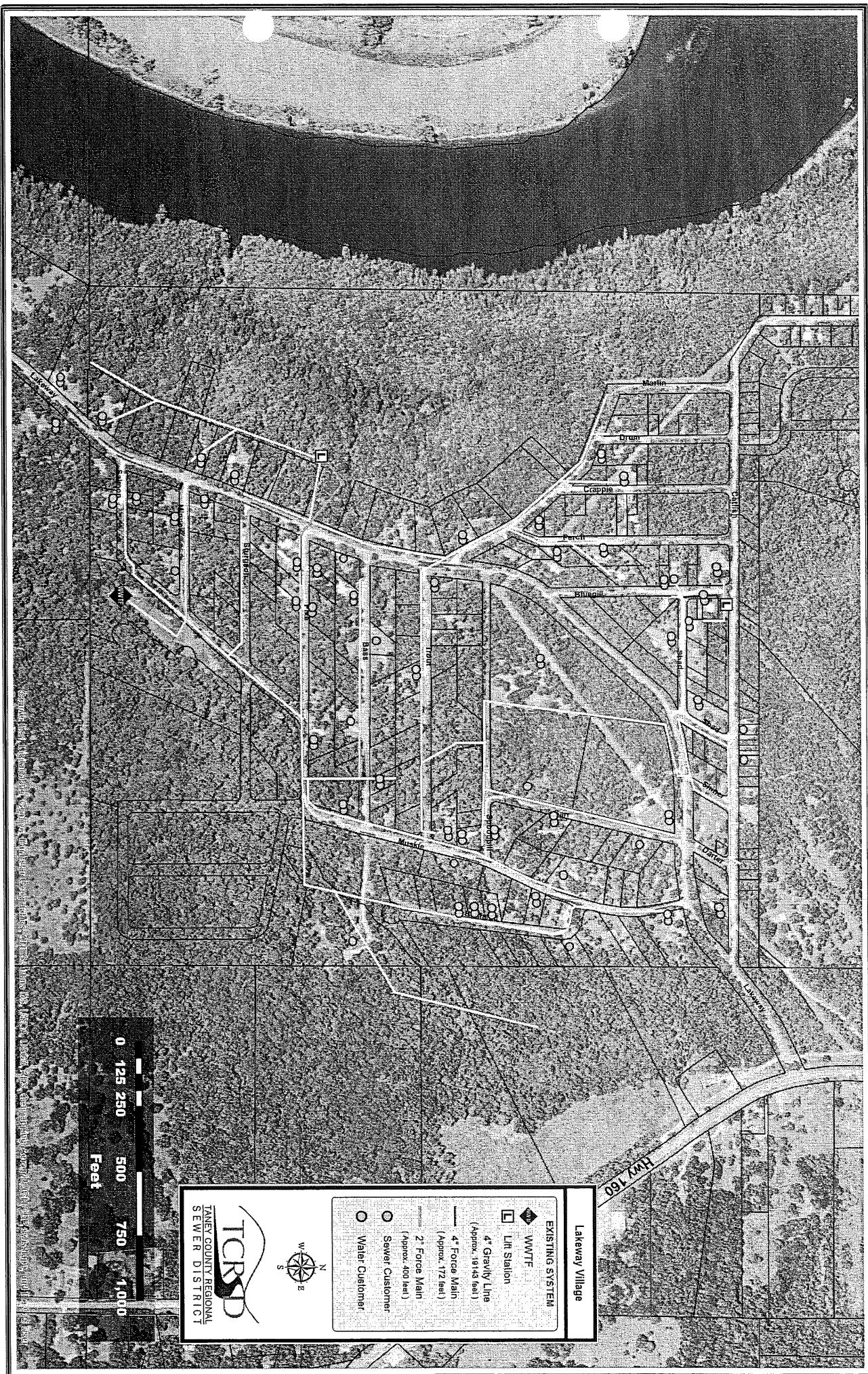
was created under the laws of this State on the 14th day of August, 1978, and is in good standing, having fully complied with all requirements of this office.


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 10th day of August, 2016.


Secretary of State




Certification Number: CERT-08102016-0042





TCRPD
 TANEY COUNTY REGIONAL
 SEWER DISTRICT

EXISTING SYSTEM	
◆	WWTF
□	Lift Station
—	4" Gravity Line (Approx. 191-23 feet)
—	4" Force Main (Approx. 172 feet)
—	2" Force Main (Approx. 400 feet)
○	Sewer Customer
○	Water Customer



**AGREEMENT FOR PROVISION
OF WASTEWATER COLLECTION AND TREATMENT SERVICES**

THIS AGREEMENT dated July 14, 2015 (the "Agreement"), is made by and between Taney County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo. (the "District"), Taney County Utilities Corporation, a Missouri corporation ("TCUC"). The District and TCUC are each a "Party" and collectively, the "Parties."

RECITALS

A. TCUC owns and operates a sanitary sewer collection and treatment system (the "Collection System") which serves the Lakeway Village development located in Taney County, Missouri, as more fully described on the attached Exhibit A (the "Development").

B. TCUC currently operates a reed bed wastewater treatment plant providing treatment services to the Development (the "Existing Plant").

C. The District desires to design and construct a new wastewater treatment plant to provide treatment services to the Development (the "New Plant") in exchange for the conveyance of certain assets by TCUC to the District.

D. The Parties previously notified the Missouri Department of Natural Resources ("MDNR") regarding their intent to enter into this Agreement for the connection of the Development to the New Plant as soon as a connection is available.

THEREFORE, the Parties agree as follows.

1. **TCUC's Obligations.** TCUC agrees to perform the following obligations.

(a) **Adjacent Land.** TCUC shall grant the District an easement to access and use the land adjacent to the Existing Plant as more fully described on the attached Exhibit B, (the "Adjacent Land") for the purpose of constructing the New Plant. In preparation for constructing the New Plant, TCUC will (i) cause Lakeway, Inc. to transfer to TCUC within 150 days after the date of this Agreement all portions of the Adjacent Land not currently owned by TCUC and (ii) assist the District in amending the lots and vacating certain roads that are part of the Adjacent Land.

(b) **Interim Operation of Existing Plant.** TCUC will continue to operate the Existing Plant for the period beginning on the date of this Agreement through the date on which the New Plant is operational and fully able to support the Development.

(c) **Conveyance of Land and Collection System.** Upon completion of construction of the New Plant by the District, TCUC shall transfer, assign, and convey to the District by deed, easement and bill of sale on forms approved by the District all of TCUC's right, title and interest in and to (i) the Adjacent Land, and (ii) the Collection System, including any rights to access or use any real property (including lease, license, permit or easement) directly or indirectly used to provide services to the Development.

(d) Customer Transition. Upon completion of construction of the New Plant by the District, TCUC shall transfer, assign, and convey to the District by bill of sale on a form approved by the District all of TCUC's right, title and interest in and to its customer lists, records and any customer service agreements. For a period of __ months following the completion of the New Plant, TCUC will, in good faith, assist the District with any transition of TCUC's customers.

(e) Shutdown, Removal and Closure of Existing Plant. Upon transition of the Development from the Existing Plant to the New Plant, TCUC will:

(i) Shutdown, remove and close the Existing Plant pursuant to (A) a closure plan developed pursuant to 10 CSR 20-6.010(12) and approved by the MDNR and (B) all other applicable laws (the "Shutdown"); and

(ii) After completion of the Shutdown, transfer, assign, and convey to the District all of TCUC's right, title, and interest in and to the site of the Existing Plant, as more fully described on the attached Exhibit B, by deed on a form approved by the District.

2. **District's Obligations**. The District agrees to perform the following obligations.

(a) Design and Construction of the New Plant. The District agrees, at its sole expense, to:

(i) obtain the necessary permits and otherwise comply with all legal requirements necessary for the development and construction of the New Plant;

(ii) retain a licensed, qualified engineer to develop the plans and specifications for the construction of the New Plant to service the Development, in accordance with MDNR standards and regulations; and

(iii) construct the New Plant pursuant to such plans and specifications on the Adjacent Land.

(b) Operation of the New Plant. Upon completion of the New Plant, the District agrees to:

(i) accept conveyance and transfer of the Adjacent Land and Collection System; and

(ii) provide wastewater collection and treatment services necessary to serve the Development.

(c) Acceptance of Existing Plant. Upon completion of the Shutdown, the District agrees to accept conveyance and transfer of the Existing Plant.

3. **Access**. Prior to completion of the Shutdown, TCUC shall permit the District, and its affiliates, officers, directors, managers, employees, attorneys and other agents and

representatives (collectively, the “Representatives”) to have reasonable access during normal business hours and upon reasonable advance notice to the Collection System, Existing Plant, and Adjacent Land and TCUC will furnish such additional information relating to the Collection System, Existing Plant, and Adjacent Land as the District may from time to time reasonably request. In connection with such access, the District and its Representatives shall be permitted to take reasonable measures necessary to assess the condition of the Collection System, Existing Plant, and Adjacent Land.

4. **Contingencies.**

(a) Taney County Sewer Sales Tax. The District’s performance of its obligations under this Agreement is subject to and contingent upon the District obtaining approval for the use of Taney County Sewer Sales Tax funds to finance the projects contemplated by this Agreement.

(b) Missouri Public Service Commission. The Parties’ performance of their respective obligations under this Agreement are subject to and contingent upon the Missouri Public Service Commission’s approval of the sale and conveyance of the Collection System.

5. **Indemnification.**

(a) TCUC agrees to indemnify, defend and hold harmless District and its officers, directors, employees, agents and representatives and their respective successors and assigns (each a “District Indemnified Party”), from and against any and all losses, including, without limitation, reasonable attorneys’ fees and expenses (“Losses”), which any District Indemnified Party may incur or be obligated to pay arising from or relating to the Existing Plant.

(b) The District agrees to indemnify, defend and hold harmless TCUC and its directors, employees, agent and representatives and their respective successors and assigns (each a “TCUC Indemnified Party”), from and against any and all Loses which any TCUC Indemnified Party may incur or be obligated to pay arising from or related to the New Plant.

6. **Assignment.** TCUC shall not assign its rights or obligations under this Agreement, in whole or in part, as a part of any sale or transfer of ownership of any land to which the Agreement applies, without the prior written consent of the District, which consent will not be unreasonably withheld, provided that the purchaser, lessee, or assignee of such land agrees to be bound by the terms and conditions of this Agreement.

7. **Entire Agreement; Amendments.** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior understanding or agreements relating to this Agreement, oral or written. This Agreement shall not be amended without the prior written consent of all Parties.

8. **Further Assurances.** Each of the Parties will execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

9. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement will remain in full force and effect.

10. **Waiver.** The failure of any party at any time to require performance by the other party of any provision of this Agreement will not affect the right of such party to require performance of that provision and any waiver by any party of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Agreement.

11. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Missouri without regard to any conflict of law rule that would cause the application of the laws of any other jurisdiction. Any legal action arising out of or in connection with this Agreement must be brought in, and each Party agrees to and hereby submits to the exclusive jurisdiction and venue of, the circuit court located in Taney County, Missouri.

12. **Headings.** The headings and other captions contained in this Agreement are for convenience only and are not to be used in the interpretation, construction, or enforcement of any of the provisions of this Agreement.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signature Page Follows]

The Parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

**TANEY COUNTY UTILITIES
CORPORATION**

By: Richard E. Scott
Richard Scott, President

**TANEY COUNTY REGIONAL SEWER
DISTRICT**

By: Nathan Easley
Nathan Easley, Chairman

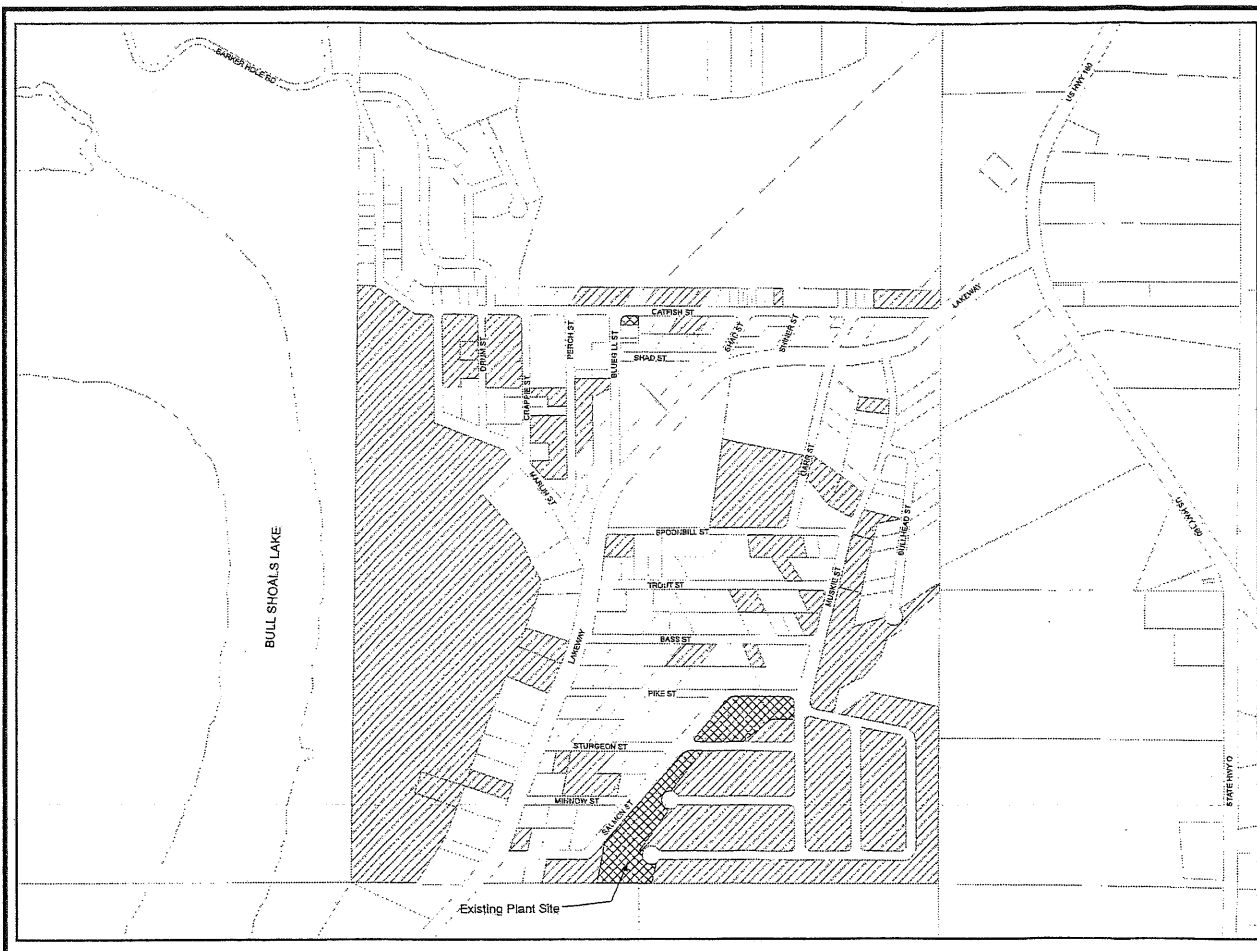
ATTEST:

By: Linda Todd
Linda Todd, Board Secretary

Approved as to Form and Legality: David Shorr
David Shorr, District Attorney

Signature Page to the
Agreement for Provision of Wastewater Collection and Treatment Services

Exhibit A
LAKEWAY VILLAGE



Parcel

Ownership

- TANEY COUNTY UTILITIES CORP
- LAKEWAY INC

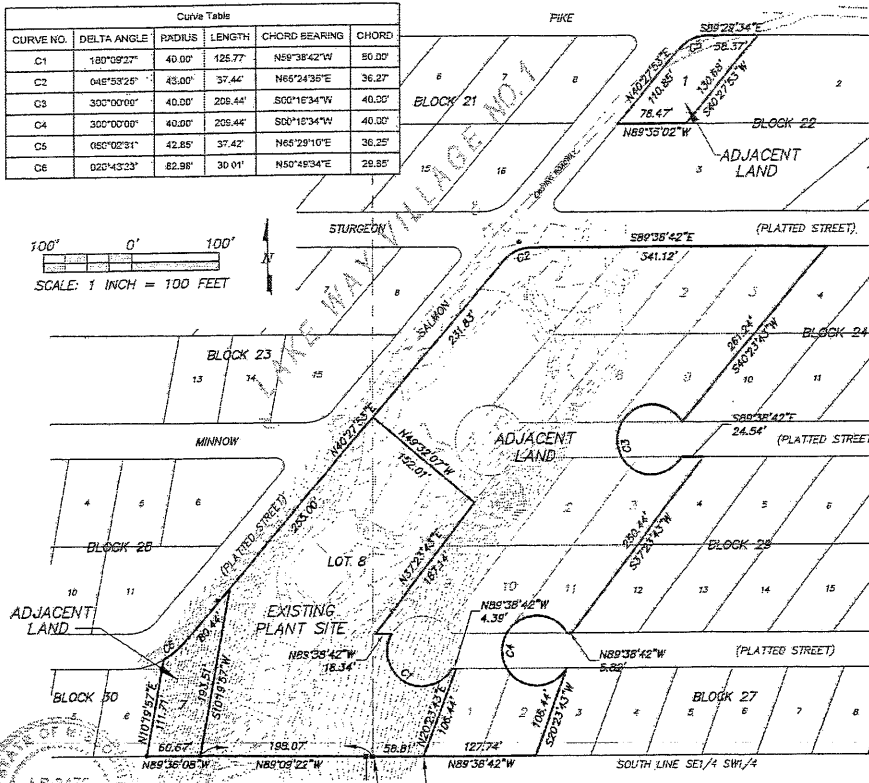
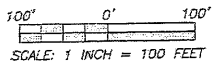
0 200 400 800 Feet

1 inch = 400 feet

TCRD
TANEY COUNTY REGIONAL
SEWER DISTRICT

GRE
GREAT RIVER
ENGINEERING

Curve Table					
CURVE NO.	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	180°09'27"	40.00'	125.77'	N69°38'42"W	50.00'
C2	048°53'26"	43.00'	37.44'	N66°24'36"E	36.27'
C3	300°00'00"	40.00'	206.44'	S00°16'34"W	40.00'
C4	300°00'00"	40.00'	206.44'	S00°16'34"W	40.00'
C5	060°02'31"	42.85'	37.42'	N68°29'10"E	36.25'
C6	020°43'23"	82.96'	30.01'	N50°49'34"E	29.85'



PROPERTY DESCRIPTION - EXISTING PLANT SITE

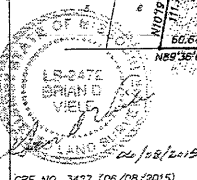
ALL OF LOT 8 OF LAKE WAY VILLAGE NO. 1, A SUBDIVISION IN TANEY COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF, SAID LOT 8 LYING WEST OF BLOCKS 24, 25, AND 27 IN SAID LAKE WAY VILLAGE NO. 1 AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 20 WEST, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING STONE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 20 WEST IN TANEY COUNTY, MISSOURI; THENCE N89°38'42"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 188.07 FEET TO A 1/2-INCH IRON PIN AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 30 OF SAID LAKE WAY VILLAGE NO. 1; THENCE N10°19'32"E ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 150.51 FEET TO THE NORTHEAST CORNER THEREOF; SAID CORNER BEING ON THE EASTERN LINE OF A PLATTED STREET; THENCE N42°07'53"E ALONG THE EASTERN LINE OF SAID STREET, 255.00 FEET; THENCE S49°32'07"E, 152.01 FEET TO THE WESTERN LINE OF LOT 1 IN BLOCK 28 OF SAID LAKE WAY VILLAGE NO. 1; THENCE S37°31'37"W ALONG THE WESTERN LINE OF LOTS 1 AND 8 IN SAID BLOCK 28, A DISTANCE OF 167.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S28°58'42"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 16.14 FEET TO THE CL-DE-SAC LINE OF A PLATTED STREET; THENCE SOUTHWEST AND ALONG SAID CL-DE-SAC LINE THROUGH A NONTANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°09'27"; A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S89°38'42"W, AN ARC DISTANCE OF 125.77 FEET; THENCE S07°18'42"E ALONG THE SOUTH LINE OF SAID PLATTED STREET, 4.38 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 27 OF SAID LAKE WAY VILLAGE NO. 1; THENCE S20°21'43"W ALONG THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 106.44 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE N45°14'47"W ALONG SAID SOUTH LINE, 58.81 FEET TO THE POINT OF BEGINNING. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

PROPERTY DESCRIPTION - ADJACENT LAND

ALL OF LOT 1 IN BLOCK 22 OF LAKE WAY VILLAGE NO. 1, A SUBDIVISION IN TANEY COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF;

ALL OF LOT 7 IN BLOCK 30 OF LAKE WAY VILLAGE NO. 1, A SUBDIVISION IN TANEY COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF;

PART OF LAKE WAY VILLAGE NO. 1, A SUBDIVISION IN TANEY COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 20 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING STONE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 20 WEST IN TANEY COUNTY, MISSOURI; THENCE S89°38'42"E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 188.07 FEET TO A 1/2-INCH IRON PIN AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 30 OF SAID LAKE WAY VILLAGE NO. 1; THENCE N10°19'32"E ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 150.51 FEET TO THE NORTHEAST CORNER THEREOF; SAID CORNER BEING ON THE SOUTH LINE OF A PLATTED STREET; THENCE N42°07'53"E ALONG THE EASTERN LINE OF SAID STREET, 255.00 FEET; THENCE S49°32'07"E, 152.01 FEET TO THE WESTERN LINE OF LOT 1 IN BLOCK 28 OF SAID LAKE WAY VILLAGE NO. 1; THENCE S37°31'37"W ALONG THE WESTERN LINE OF LOTS 1 AND 8 IN SAID BLOCK 28, A DISTANCE OF 167.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S28°58'42"E ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 16.14 FEET TO THE CL-DE-SAC LINE OF A PLATTED STREET; THENCE SOUTHWEST AND ALONG SAID CL-DE-SAC LINE THROUGH A NONTANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 180°09'27"; A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S89°38'42"W, AN ARC DISTANCE OF 125.77 FEET; THENCE S07°18'42"E ALONG THE SOUTH LINE OF SAID PLATTED STREET, 4.38 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 27 OF SAID LAKE WAY VILLAGE NO. 1; THENCE S20°21'43"W ALONG THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 106.44 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE N45°14'47"W ALONG SAID SOUTH LINE, 58.81 FEET TO THE POINT OF BEGINNING. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)



P.O.C. SW CORNER SE 1/4 SW 1/4 SECTION 36, T24N, R20W (EXISTING STONE)

P.O.B. SW CORNER LOT 1 (BLOCK 27)

NOTE: THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE DESCRIPTIONS FOR EXISTING AND PROPOSED TRACTS OF LAND AND SHALL NOT BE CONSTRUED TO REPRESENT A COMPLETE AND FINAL PROPERTY BOUNDARY SURVEY.

EXHIBIT "B"

TANEY COUNTY REGIONAL SEWER DISTRICT

GRE
CONTRACT NUMBER
ENGINEERING
1111 S. MAIN ST., SUITE 100
BOONVILLE, MO 64608-1000
PH: 660-887-7000

GRE NO. 3427 (06/08/2015)