

Agreement to Own, Operate, and Maintain Wastewater Treatment Facility

This Agreement to Own, Operate, and Maintain Wastewater Treatment Facility (Agreement) is made and entered into this 14 day of March, 2007, by and between EMC of St. Charles LLC (EMC), a Missouri limited liability company with its principal place of business at 1001 Boardwalk Springs Place, O'Fallon, Missouri 63368, and Triad Development Company (Triad), a Missouri corporation with its principal place of business at 135 Triad West Drive, O'Fallon, Missouri.

RECITALS

Pursuant to that certain Agreement for Design and Construction of Wastewater Treatment Facility entered into on March 14, 2007, between Triad Development Company and EMC (a copy of which is attached hereto as Exhibit A and made a part hereof), EMC has agreed to own the wastewater treatment facility (WWTF) at Jaxson Estates Subdivision (the Subdivision), in St. Charles County, Missouri upon obtaining a Certificate of Convenience and Necessity from the Missouri Public Service Commission (PSC) to operate as a sewer corporation for the WWTF at the Subdivision. (The WWTF is more fully described in State of Missouri, Department of Natural Resources Construction Permit No. 22-7044, attached hereto as Exhibit B and made a part hereof.) EMC intends, upon obtaining such Certificate, to accept control of and responsibility for the WWTF, and to operate and maintain the WWTF subject to PSC regulation and as the Continuing Authority under a Missouri State Operating Permit. The

purpose of this Agreement is to provide for EMC to seek certification by the PSC in order to qualify as the Continuing Authority for the WWTF as required by the ordinances of St. Charles County, Missouri.

In consideration of the mutual covenants and agreements set forth herein, EMC and Triad agree as follows:

1. PSC Application. Promptly following the execution of this Agreement, but in not more than fifteen (15) business days from the date of this Agreement, EMC shall submit an application to the PSC for a Certificate of Convenience and Necessity to operate as a sewer corporation for the WWTF at the Subdivision. EMC acknowledges receipt from Triad of the sum of \$8,000 to reimburse EMC for its costs to start up the WWTF and comply with PSC procedures.

2. Operation as Continuing Authority. If (i) the PSC grants EMC a Certificate of Convenience and Necessity to operate the WWTF and approves a tariff (to include a schedule of rates), each on terms acceptable to EMC, in its sole discretion, and (ii) Triad fully performs its duties under the Agreement for Design and Construction of Wastewater Treatment Facility (Exhibit A), then in such events EMC agrees that it shall file for a Missouri State Operating Permit (Operating Permit), from the State of Missouri Department of Natural Resources and, upon obtaining the Operating Permit, thereafter own, operate, and maintain the WWTF as the

Continuing Authority in accordance with the statutes and regulations of the State of Missouri, and the ordinances of St. Charles County, Missouri.

3. Entire Agreement, Counterparts and Amendments. This Agreement shall constitute the entire Agreement between the Parties pertaining to the subject matter hereof and supercedes all other prior agreements, representations and understandings, both written and oral, except to the extent incorporated in this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the Parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the Party which is entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

4. Notice. Notice under this Agreement shall be deemed to have been properly given when addressed as provided below, and shall be deemed effective (except as otherwise provided in this Agreement) (i) upon receipt or receipt and refusal if sent by first class mail, return receipt requested, registered or certified; (ii) one (1) business day after being sent by an overnight courier service; or (iii) when received if sent by facsimile as confirmed by an

electronically generated facsimile confirmation. Each Party shall have the right to change its address by giving the other Party written notice thereof.

Notices required to be given to Triad shall be addressed to:

Triad Development Company
135 Triad West Drive
O'Fallon, Missouri 63366
Attention: John Stetzel

Notices required to be given to EMC shall be addressed to:

EMC of St. Charles LLC
c/o Environmental Management Corporation
1001 Boardwalk Springs Place
O'Fallon, MO 63368
Attention: Contract Administrator

5. Dispute Resolution.

a. Disputes, claims, or other matters in question solely between Owner and EMC arising out of or relating to this Agreement or the breach thereof, that do not involve others, will first be attempted to be resolved by negotiation. If the dispute cannot be resolved by negotiation, then the parties agree to endeavor to resolve the dispute by non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or by using another mediator and other procedures approved by both parties. If non-binding mediation is unsuccessful, then the dispute will be decided by litigation in any court of competent jurisdiction.

b. The Prevailing Party in any dispute that is resolved by litigation will be entitled to recover its attorneys' fees and costs.

c. "Prevailing Party" is the party whose claim or defense is proven by an award or judgment, upheld through any applicable appeal, which in the case of the plaintiff is proven if the award or judgment exceeds defendant's last offer of settlement prior to commencement of the proceeding by more than 10%; and, in the case of the defendant, is proven if the award or judgment against defendant is at least 10% less than plaintiff's last offer of settlement prior to commencement of the proceeding. If the plaintiff does not make an offer of settlement, it will be assumed that its offer is the amount of its demand. If the defendant does not make an offer of settlement, it will be assumed that its offer is one dollar. It is understood that in some instances both parties will be the Prevailing Party, in which case each party will bear its own attorneys' fees and expenses. If the matter involves counterclaims for monetary damages, this definition of Prevailing Party will not apply and the court may determine, at its discretion, if attorneys' fees and costs should be paid by a party based on the extent to which the party made good faith settlement attempts as determined by the relationship of settlement offers to the final outcome.

d. This Agreement shall be governed by the law of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written by their duly authorized officers or representatives.

“Triad”

Triad Development Company

By: Paul Collins Priest
Title: PRESIDENT

“EMC”

EMC of St. Charles LLC

By: Deborah A Korteck *OK Legal RMS*
Title: Member

**AGREEMENT FOR DESIGN AND CONSTRUCTION OF WASTEWATER
TREATMENT FACILITY**

This Agreement is made and entered into this 14th day of March, 2007, by and between Triad Development Company (Triad), a Missouri corporation with its principal place of business at 135 Triad West Drive, O'Fallon, Missouri, and EMC of St. Charles LLC, a Missouri limited liability company (EMC).

In consideration of the mutual covenants and agreements set forth herein, EMC and Triad agree as follows:

**ARTICLE 1
GENERAL PROVISIONS**

Triad agrees to furnish or arrange for the architectural, engineering and construction services set forth herein and required for completion of the Project.

1.1 Definitions

1.1.1 The Project is the design and construction of the wastewater treatment facility described and referred to in State of Missouri, Department of Natural Resources, Construction Permit No 22-7044, attached to and made a part of this Agreement as Exhibit A (the DNR Construction Permit), to be located on property of Jaxson Estates Home Owners Association, Inc. situated in the Jaxson Estates residential subdivision in St. Charles County, Missouri.

1.1.2 The Work is the design and/or construction services required to complete the Project.

1.1.3 The Contract Documents, which constitute the entire Agreement between EMC and Triad, consist of:

- .1 This Agreement and all exhibits hereto
- .2 Final design drawings, construction working drawings and specifications. Triad has furnished drawings prior to the execution of this Agreement, and will modify them to include phosphorous removal capabilities in accordance with St. Charles County requirements.
- .3 Change Orders.
- .4 Written amendments to this Agreement.

1.1.4 In the event of any inconsistency between provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence first to this Agreement and then to the above documents in the order listed.

1.2 Extent of Agreement

The Contract Documents represent the entire agreement between EMC and Triad and supersede all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both EMC and Triad.

ARTICLE 2 TRIAD'S RESPONSIBILITIES

2.1 Triad's Services

Triad shall furnish or arrange for the following services for execution and completion of the Agreement, which shall constitute the "Work," through its employees or subcontractors.

2.1.1 Triad shall provide the architectural and engineering design for the Project in accordance with the laws of the State of Missouri, and furnish the plans and specifications to EMC for its review and approval, in writing, before commencing construction. The plans and specifications will be consistent with those identified in the DNR Construction Permit. Upon completion, the Project will provide wastewater treatment that complies with the requirements of the State of Missouri and the ordinances of St. Charles County, Missouri.

2.1.2 Triad will secure the construction building and all other permits necessary for the construction of the Project.

2.1.3 Triad will provide EMC with a firm design and construction schedule for the Project. This Schedule shall indicate the approximate dates for the starting and completion of the various stages of the design and construction, and shall contain the necessary information to allow EMC to monitor the progress of the Work. It shall be revised as required by the conditions of the Work and those conditions and events which are beyond Triad's control.

2.1.4 Triad will provide all materials and equipment, supervision, inspection, testing, labor, tools, construction equipment and specialty items necessary to execute and complete construction of the Project.

2.1.5 Triad shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees on the Work, and to comply with all applicable provisions of federal, state and municipal safety laws.

2.1.6 Triad shall give notices and comply with laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project.

2.1.7 Triad shall pay royalties and license fees required by the Work. Triad shall defend suits or claims for infringement of patent rights and shall save EMC harmless from loss on account thereof.

2.1.8 Triad shall furnish, for the site of the Project, to the extent it deems necessary for construction, topographical surveys describing the physical characteristics; soils reports and subsurface investigations. Triad shall furnish EMC, at or before Substantial Completion, evidence of legal limitations, utility locations, and a legal description, including a property survey and Project benchmark, and warrant the accuracy of such information.

2.1.9 Triad shall secure and pay for necessary approvals, easements, access rights, assessments and charges required for the construction, connection, and use of the Project by EMC. These shall be included with the final design documents submitted to EMC for its approval. Triad shall furnish such legal services as may be necessary for providing the items set forth in this paragraph 2.1.9.

2.1.10 Triad shall pay for all utility connection tap-on and impact fees and special facility charges rendered by utilities for connection of permanent utility services to the Project.

2.1.11 Triad shall keep the premises of the Project free from the accumulation of trash and other debris caused by Triad's operations. At the completion of the Work, Triad shall remove from the Project its tools, surplus materials, construction equipment and machinery.

2.1.12 Triad shall prepare Change Orders for EMC's approval and execution in accordance with this Agreement.

2.1.13 Triad shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record major changes made during construction. These shall be delivered to EMC upon completion of the Project and final payment.

2.1.14 Triad shall furnish commissioning and start-up services to demonstrate that the Project performance complies with the wastewater treatment requirements and limitations applicable to the Project, and will diligently furnish all work necessary to achieve such compliance.

2.2 Warranties and Completion

2.2.1 Triad warrants to EMC that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all construction work will be of good quality, free from improper workmanship and defective materials. This warranty does not include defects caused by EMC modifications, abuse, improper maintenance or operation. Triad agrees to correct all work performed by it under this Agreement which proves to be defective in material or workmanship within a period of one (1) year from the date of Substantial Completion as defined in paragraph 5.2.1, provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to Triad on the part of the manufacturer thereof, and no warranty is provided for EMC provided equipment. Any warranty or guarantee obtained by Triad from any such manufacturer shall be deemed to have been obtained for the benefit of EMC and Triad.

2.2.2 Triad will secure required certificates of inspection, testing or approval required for construction and deliver them to EMC.

2.2.3 Triad will collect all equipment manuals and deliver them to EMC, together with all written warranties from equipment manufacturers, and Triad will have no further obligation with respect to them.

2.2.4 Triad expressly warrants that the Project, when completed, will provide wastewater treatment performance that meets or exceeds the requirements and limitations set forth in draft Missouri State Operating Permit No. MO-0132373, or any final Missouri State Operating Permit, and as required by St Charles County, Missouri ordinance.

2.2.5 Triad will convey to EMC good and marketable title to the Project, free and clear of all liens, by Bill of Sale or Deed of Dedication, as EMC may reasonably require, on the Date of Final Completion, subject to EMC's Contingency as set forth in paragraph 3.5.

ARTICLE 3 EMC'S RESPONSIBILITIES

3.1 EMC shall provide full information regarding its requirements for the Project.

3.2 EMC shall designate a representative who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project, render approvals and decisions promptly, and furnish information expeditiously and in time to meet the dates set forth in the Schedule. EMC's designated representative is Jay Hanna.

3.3 If EMC becomes aware of any fault or defect in the Work or nonconformance with the Drawings or Specifications, it shall give prompt written notice thereof to Triad.

3.4 EMC shall have no contractual obligation to Triad's subcontractors and shall communicate with such subcontractors only through Triad.

3.5 Upon Final Completion of the Project, EMC will accept conveyance of ownership of the Project by deed of dedication or bill of sale, at EMC's option, subject to the condition (EMC's Contingency) that EMC shall have received a Certificate of Convenience and Necessity from the Missouri Public Service Commission to operate as a sewer corporation for the Project, and a tariff (to include a schedule of rates) pertaining to the Project, and an Operating Permit from the Missouri Department of Natural Resources (DNR), and any other permits or authorizations required by law for the lawful operation of the Project (Authorizations), each on terms acceptable to EMC in its sole discretion.. If EMC does not obtain all such Authorizations on terms acceptable to EMC, in EMC's sole discretion, within one hundred twenty (120) days of the date of Substantial Completion, or if EMC determines at any time prior to Final Completion that PSC or DNR approval cannot be obtained on conditions acceptable to EMC, then EMC may, at its sole election, terminate this Agreement upon written

notice to Triad, without further liability. In the event of such termination by EMC, EMC will execute such documents as Triad may reasonably require to release, and convey to Triad, any interest, whether legal or equitable, that EMC may have in the Project arising from this Agreement.

ARTICLE 4 SUBCONTRACTS

4.1 All portions of the Work that Triad does not perform with its own forces shall be performed under subcontracts. Triad shall select competent subcontractors and shall be responsible for the management of the subcontractors' performance of their work.

4.2 A Subcontractor is a person or entity which has a direct contract with Triad to perform any work in connection with the Project. The term Subcontractor does not include any separate contractor employed by EMC or the separate contractors' subcontractors.

4.3 No contractual relationship shall exist between the EMC and any subcontractor of Triad.

ARTICLE 5 CONTRACT TIME SCHEDULE AND SUBSTANTIAL AND FINAL COMPLETION

5.1 Contract Time

5.1.1 The Work to be performed under this Agreement shall be commenced on or about the date that a land use permit and a construction permit are obtained from St. Charles County, and shall be finally complete in accordance with the Schedule provided pursuant to Paragraph 2.1.3.

5.1.2 The term day as used in the Contract Documents shall mean calendar day, unless otherwise specifically designated.

5.2 Substantial Completion

5.2.1 The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings and Specifications (including meeting all performance requirements set forth in the specifications and permits for the Project) so EMC can utilize the Project for the use for which it is intended.

5.2.2 The Date of Substantial Completion shall be established by a Certificate of Substantial Completion signed by EMC and Triad. This Certificate shall also list the items to be completed or corrected (if any) and fix the time for their completion and correction.

5.3 Final Completion

5.3.1 The Date of Final Completion of the Project is the date when construction is fully complete in accordance with the Drawings and Specifications, and the Project is fully commissioned and meets all applicable performance requirements. The date of Final Completion shall be established by a Certificate of Final Completion signed by EMC and Triad, and shall state their respective responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance.

5.4 Commencement of Warranties

5.4.1 Warranties called for by this agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project, as reflected by the Certificate of Substantial Completion.

5.5 Delays

If Triad is delayed at any time in the progress of the Project by any act or neglect of EMC, by any separate contractor employed by EMC or by the action of any governmental agency or regulatory body, or by changes ordered in the Project, or by labor disputes, fire, unusual delay in transportation, unusual delay in issuance of building permits or zoning or utility services, unusual delay or shortages in material supplies, adverse weather conditions not reasonably anticipatable, unavoidable casualties, acts of God, or any other causes beyond Triad's control, then the Schedule shall be extended for the period of such delay upon application therefor by Triad.

ARTICLE 6 CONTRACT PRICE

6.1 EMC shall pay Triad the Lump Sum amount of One Hundred Dollars (\$100.00) (Contract Price) for Triad's entire performance of this Agreement.

ARTICLE 7 CHANGES IN THE PROJECT

7.1 Change Orders

Any work not contained in the Contract Documents shall be a change and shall be performed by Triad only pursuant to a written Change Order to this Agreement issued by EMC.

7.2 Concealed, Unknown or Hazardous Conditions

Triad expressly assumes all risks and costs of (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unknown nature, which differ materially from those ordinarily found to

exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. EMC shall have no responsibility to compensate Triad on account of such conditions.

7.3 Regulatory Changes

7.3.1 Triad shall, at its sole cost and expense, make changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the date of this Agreement.

[Article 8 omitted intentionally]

ARTICLE 9 PAYMENT TO TRIAD

9.1 Contract Price shall be paid to Triad in one Final Payment. For purposes of Final Payment, the procedure under this Agreement will be as follows:

9.1.1 Triad shall give written notice to EMC upon Substantial Completion of the Project. The parties, within five (5) days of receipt of such notice, shall determine on the basis of a joint inspection that the Work is substantially complete. Triad shall then prepare a Certificate of Substantial Completion for execution by the parties which shall establish the date of Substantial Completion, and shall list the items of Work (punch list) to be corrected or completed.

9.1.2 Triad shall, as soon as possible, correct or complete the items of work noted on the punch list without additional expense to EMC. EMC's Representative shall inspect the corrected or completed items of work within five (5) days after notice of correction or completion of each such item of work and if acceptable, shall issue a written notice of acceptance of such items of work to Triad.

9.1.3 Following full completion of the Work and final inspection and acceptance of the Work by EMC's Representative, and subject to EMC's contingency as set forth in paragraph 3.5, Triad shall submit a final Application for Payment for the entire Contract Price. Upon final payment, Triad will issue a duly executed final waiver of lien.

9.2 The making of final payment shall constitute a waiver of all claims by EMC except those arising from unsettled liens, defects in materials or workmanship appearing after final inspection, or any breach of continuing obligation on the part of Triad.

ARTICLE 10 INDEMNITY AND INSURANCE

10.1 Indemnity

10.1.1 Triad shall indemnify EMC against all claims and suits by third parties for loss of or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefor, and from all expenses for defending such claim or suit, including court costs and attorney's

fees, which result from the negligent acts, errors or omissions of Triad. Triad shall have no duty to indemnify EMC hereunder against claims arising as a result of EMC's sole or contributing negligence. In no event shall Triad be responsible, under this paragraph or otherwise, for any indirect or consequential damages of any kind.

10.2 Triad's Insurance

Triad shall purchase and maintain the following insurance to cover its operations under this Agreement whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Workers' Compensation Insurance in full compliance with workers' compensation laws of the states within which any part of the Work is to be performed, together with employer's liability coverage with minimum limits of liability in the amount of \$100,000 for each occurrence.

ARTICLE 11 TERMINATION OR SUSPENSION

11.1 Termination by EMC

11.1.1 Termination by EMC for Cause.

If Triad defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, EMC may give written notice that EMC intends to terminate this Agreement. If Triad fails to correct or commence and diligently pursue correction of the defaults, failure or neglect within seven (7) days after being given notice, EMC may then give a second written notice and, after an additional seven (7) days, EMC may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due Triad or, at EMC's option, may terminate this Agreement.

11.1.2 Termination By EMC for Convenience.

In addition to termination under Article 11.1.1, EMC may terminate this Agreement pursuant to Article 3.5 upon ten (10) days written notice to Triad. EMC shall neither assume nor become liable for obligations, commitments and unsettled claims that Triad has previously undertaken or incurred in connection with said Work, actual cancellation penalties for outstanding contracts and undelivered materials or equipment on order, or any demobilization costs.

**ARTICLE 12
MISCELLANEOUS**

12.1 Successors and Assigns

12.1.1 This Agreement shall be binding on the successors, assigns, and legal representatives of EMC or Triad. Neither party shall assign, sublet or transfer an interest in the Agreement without the written consent of the other.

12.2 Governing Law

12.2.1 This Agreement shall be governed by the law in effect at the location of this Project.

“EMC”

EMC of St. Charles LLC

By: *Deborah Korteck*
Title: *Member*

*OK legal
RMS*

“TRIAD”

Triad Development Company

By: *Paul Collin*
Title: *PRESIDENT*

OCT-27-2006 02:50P FROM: TRIAD

TO: 6362400004

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Exhibit A

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION



Permit No. 22-7044
 St. Charles County (WF)
 Jaxson Estates
 Influent L.S. & MBR Treatment Facility

CONSTRUCTION PERMIT

The Missouri Department of Natural Resources hereby issues a permit to:

Donald Collier, President, Triad Development, 135 Triad West Drive, O'Fallon, MO 63366

For the construction of (described facilities):

See Page Two

Permit Conditions:

See Pages Two & Three

Construction of such proposed facilities shall be in accordance with the provisions of the Missouri Clean Water Law, Chapter 644, RSMo, and regulation promulgated thereunder, or this permit may be revoked by the Department of Natural Resources.

As the Department of Natural Resources does not examine structural features of design or the efficiency of mechanical equipment, the issuance of this permit does not include approval of these features.

A representative of the department may inspect the work covered by this permit during construction. Issuance of a Permit to Operate by the department will be contingent on the work substantially adhering to the approved plans and specifications.

This permit applies only to the construction of water pollution control components; it does not apply to other environmentally regulated areas.

February 7, 2006
 Effective Date

February 6, 2007
 Expiration Date

MO 780-1151 (05-00)
 Rev. 05-00

Doyle Childers
 Doyle Childers, Director, Department of Natural Resources
 Executive Secretary, Clean Water Commission

F. Michael Struchiner
 F. Michael Struchiner, Interim Director, St. Louis Regional Office

WQP3.34

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APPENDIX C

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TO: 6362400004

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St. Charles County (WP)
 Jackson Estates
 Influent L.S. & MBR Treatment Facility
 CP #22-7044
 February 7, 2006
 Page Two

For the construction of:

from [unclear] to [unclear]

1. An influent lift station to be equipped with two Flygt model 3102 5-HP submersible pumps, each capable of delivering 400 gallons/minute (gpm) against a total dynamic head (TDH) of 25.3 feet, a separate valve vault with dual 4-inch gate and check valves, and a duplex control panel with a red lexan alarm light and a battery backup; and
2. A 50,000-gallon aerated flow equalization tank; and
3. A lift station ahead of the MBR treatment facility to pump water out of the flow equalization tank and to be equipped with two Flygt model 3085 submersible pumps, each rated at 154 gpm against a TDH of 26.1 feet, a separate valve vault with dual 4-inch gate and check valves, and a duplex control panel with a red lexan alarm light and a battery backup; and
4. A pre-manufactured membrane bioreactor treatment facility supplied by U.S. Filter (or approved equal) to be capable of treating 150,000 gallons/day (0.15 MGD) and a peak daily flow of 200,000 gpd, and to consist of a U.S. Filter B10R filter module with 144 membranes arranged in four membrane racks in two tanks, with all the necessary pumps and blowers to make the MBR system functional; and
5. A 50,000-gallon aerated sludge holding tank equipped with a floating, solids-excluding, effluent decanter; and
6. A blower building to be equipped with three blowers, each capable of delivering 200 standard cubic feet per minute at an inlet temperature and pressure of 90°F and 14.4 psia, and each powered by a 5.0 HP electric motor; and
7. An emergency generator capable of producing 200 kW of three-phase 277/480 volt AC power and to be powered by a 6-cylinder, 4-cycle diesel engine;

complete with all the necessary appurtenances to make the system complete and useable to serve a population equivalent of 1500 with an average daily flow of 150,000 gallons/day from 400 residences in the Jackson Estates Subdivision. The treatment plant will discharge to an unnamed tributary of Big Creek in St. Charles County, MO. (MO-0132373)

Permit Conditions:

In addition to the requirements for a construction permit, land disturbance activities of one acre or more requires a Missouri State Operating Permit to discharge storm water (10 CSR 20-6.200). The permit requires Best Management Practices sufficient to control runoff and sedimentation to protect waters of the state. To obtain this permit, submit Missouri Forms E and G and a permit fee of \$300 to the Missouri Department of Natural Resources, St. Louis Regional Office, Permits Section, 7545 S. Lindbergh Blvd., Suite 210, St. Louis, MO 63125.

A U.S. Army Corps of Engineers permit (404) or permit waiver and a Water Quality Certification (401) issued by the Department of Natural Resources or permit waiver may be required for the activities described in this permit. This permit is not valid until these requirements are satisfied. If construction activity will disturb any land below the ordinary high water mark of Jurisdictional Waters of the U.S. then a 404/401 will be required. Since the U.S. Army Corps of Engineers (COE) makes determinations on what is jurisdictional, you must contact the COE to determine permitting requirements. You may call the Water Pollution Branch/Certification Unit at (573) 751-1404 or the Department of Natural Resources' St. Louis Regional Office at (314) 416-2960 for more information.

In accordance with 10 CSR 20-8.120(6)(B), sewers shall be sufficiently deep to protect them from superimposed loads.

JAR/jh
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APPENDIX C

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St. Charles County (WP)
 Jackson Estates
 Influent L.S. & MBR Treatment Facility
 CP #22-7044
 February 7, 2006
 Page Three

Permit Conditions (continued):

An application for a State Operating Permit must be received by the Department at least 30 days before the facility begins to receive wastewater and no more than 60 days before. The applicant shall state the date on which discharge is to begin. An original State Operating Permit will be issued for a period less than five years. The permit will then be eligible for renewal for up to five years or may be terminated. To be eligible for renewal the permittee must, during the life of the initial permit: 1) demonstrate compliance with the effluent limitations contained in the permit, and 2) be in compliance with all terms and conditions of the original State Operating Permit.

In accordance with 644.052 RSMo, the annual operating permit fee for this facility is \$3000. The first annual fee must be submitted with the original application for operating permit; future annual fees will be due on the anniversary date of the permit.

An engineer's certification, in accordance with 10 CSR 20-6.010(5)(D), must be submitted at completion of construction (form enclosed).

On the basis of the application for construction permit, a public notice of Missouri State Operating Permit pending has been issued by the agency. The public notice (assigned application number MD-0132373) expired on December 21, 2005, with one adverse comment being received by the agency. The agency has determined that the objection raised in this comment does not provide sufficient ground upon which issuance of the permit can be denied.

Approval has been granted for the interim operation of these facilities by a properly owner association as provided within Section (3) Subsection (3)(B)4 of Clean Water Commission Regulation 10 CSR 20-6.010. At such time as one of the authorities outlined in Subsections (3)(B)1 or 2 or 3 becomes available, the provisions for transfer of control and responsibility to the new authority shall be completed.

In accordance with 10 CSR 20-8.020(13)(B)1, exposed treatment plant components shall be located at least 150 feet from existing or future residences.

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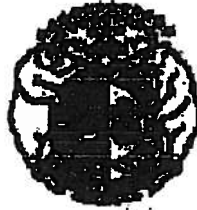
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22-7041

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, 92nd Congress) as amended,

Permit No. **MO-0132973**

Owner: **Jensen Estates HMA**
 Address: **136 Triad West Drive, O'Fallon, MO 63348**

Continuing Authority:
 Address: **Same as above**

Facility Name: **Jensen Estates HMA**
 Facility Address: **Hwy 61, O'Fallon, MO 63348**

Legal Description: **Section 36, T4N, R1E, St. Charles County**
 Latitude/Longitude: **38° 45' 15" N, 90° 45' 15" W**

Receiving Stream: **tributary to Big Creek (U)**
 First Classified Stream and ID: **Big Creek (PYID: 0216)**

USGS Basin & Sub-watershed No.: **07110008-001492**
 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 - Private Subdivision - SIC #6552

Flow equalization/membrane bioreactor/aerated sludge holding tank/sludge disposal by contract hauler.
 Design population equivalent is 1500
 Design flow is 0.15 MGD
 Actual sludge production is 27 dry tons/year.

This permit authorizes only wastewater discharges under the Missouri Clean Water Law and the National Pollution Discharge Elimination System; it does not apply to other regulated areas. This permit may be suspended in accordance with Section 644.051.6 of the Law.

Effective Date

Dayle Chittick, Director, Department of Natural Resources
 Executive Secretary, Clean Water Commission

Expiration Date

Notarized Alkaliki, P.E., Director, St. Louis Regional Office

OCT-27-2006 02:52P FROM: TRIAD

TO: 6362400004

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MAR-23-2006 09:59

MDNR GLRO

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A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS					PAGE NUMBER: 2 of 4	
PERMIT NUMBER MO-0122373						
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 PARAMETERS)	LIMITS	FINAL EFFLUENT LIMITATIONS			MONITORING REQUIREMENTS	
		DAILY MAXIMUM	WEEKLY AVERAGE	MONTHLY AVERAGE	MEASUREMENT FREQUENCY	SAMPLE TYPE
CONSTITUENTS						
Flow	MGD	*		*	Once/week	24-hour Estimate
Biochemical Oxygen Demand	mg/L		15	10	Once/month	Composite**
Total Suspended Solids	mg/L		20	15	Once/month	Composite**
pH - Units	5U	***		***	Once/month	Grab
Ammonia as N (May 1 - Oct 31)	mg/L	3.0		1.5	Once/month	Grab
(Nov 1 - April 30)	mg/L	5.0		2.5	Once/month	Grab
Fecal Coliform	#/100 mL	1000		400	Once/month	Grab
Dissolved Oxygen	mg/L	****			Once/month	Grab
MONITORING REPORTS SHALL BE SUBMITTED QUARTERLY; THE FIRST REPORT SHALL BE SUBMITTED WITHIN 90 DAYS OF THE FIRST REPORTING DATE.					THERE SHALL BE NO	
DISCHARGE OF FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACES ALLOWED.						
B. STANDARD CONDITIONS						
IN ADDITION TO SPECIFIED CONDITIONS STATED HEREIN, THIS PERMIT IS SUBJECT TO THE ATTACHED PART I & II STANDARD CONDITIONS DATED October 1, 1992 and August 1, 1993, AND ANY AMENDMENTS HERETO, WHICH ARE HEREBY INCORPORATED AS IF THOUGH FULLY SET FORTH HEREIN.						

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Continued)

- * Monitoring requirements shall be maintained at all times.
- ** A composite sample shall be collected from a minimum of four grab samples collected within a 24-hour period with a minimum of two hours between each grab sample.
- *** pH is measured in pH units and shall be averaged. The pH is limited to the range of 6.0 to 9.0 pH units.
- **** The dissolved oxygen concentration shall be maintained above 4.0 mg/L.