



March 29, 2024

MEMO

Jim Moss
OHHA Secretary
RE: Osage Highland Schedule of work

Below is a list of items for repair:

In addition to the repairs listed below, the Distribution System will be evaluated, and a list of the most critical repairs needed will be created. The line work will then be scheduled to make these repairs.

Storage Building:

- Repair door and any other wood repairs needed.
- Pressure wash outside of building and paint trim and door.

Controls Building:

- Remove the molded sheet rock and insulation.
- Install new insulation and sheet rock.
- Install Dehumidifier to help keep well house dry.
- Install Remote Well Monitoring equipment (estimated cost \$13,000)

Wellhouse Building:

- Pressure-wash the 5,000-gallon storage tank, evaluate if painting is needed
- Pressure-wash the building, paint trim and door.
- Remove the molded sheet rock and insulation.
- Install new insulation and sheet rock.
- Install chlorination equipment (\$3,500)
- Install Dehumidifier to help keep well house dry.

General Work – Approximately \$15,000 includes rehab of well houses and items listed below:

- Repair any leaking blocks allowing rain water to seep into buildings.
- General landscaping to divert rain water away from the buildings.
- Evaluate main distribution line for repair locations.

MWA will budget \$31,500 for total improvements for work to be completed in first six months. Any additional repairs will be added to this as needed.

NON-PROFIT WATER COMPANY AGREEMENT

This Agreement is made and entered into this 1st day of June, 2024, by and between Missouri Water Association, Inc. hereinafter referred to as First Party, and Osage Highlands Homeowners Association, Inc., hereinafter referred to as Second Party.

WITNESSETH:

WHEREAS, First Party is a Missouri Corporation organized for the purpose of forming A Non Profit Water Company under Sections 393.900 through 393.954 of the Missouri Revised Statutes; and

WHEREAS, Second Party is the owner of a water system, hereinafter referred to as the “System”, and desires to transfer ownership of that System to First Party, which shall be responsible for operating and maintaining the System; and

WHEREAS, First Party desire, upon the transfer to it of Second Party’s System, to provide drinking water services to Second Party; and

WHEREAS, First Party and Second Party are desirous of entering into an agreement governing the respective rights and obligations of the parties as it relates to the transfer of the System from Second Party to First Party and Second Party becoming a member of First Party.

NOW THEREFORE, in consideration of the several covenants and agreements hereinafter set forth, the parties do hereby further clarify the duties of the parties as they relate to the use and maintenance of the System being transferred from Second Party to First Party.

1. Transfer of Ownership and Easement. Second Party, upon execution of this Agreement, shall transfer ownership of the System owned by it to First Party and the necessary easement in and around said system such that First Party can perform the drinking water services required of it herein. The easements referred to herein will exist so long as this Agreement is in full force and effect. If this Agreement is terminated for any reason, then the easement will terminate and the parties agree to execute whatever documents are necessary to return ownership and control of the well back to Second Party.
2. Transfer of DNR Permits. Second Party, upon execution of this Agreement shall take all necessary steps in order to transfer all Missouri Department of Natural Resources permit(s) governing the System being transferred by it to First Party from the name of Second Party to the name of First Party. First Party to pay all costs associated with the transfer.

3. Services Provided by First Party. First Party shall be responsible from the time the ownership of the System is transferred to its name and the time the DNR Permits are transferred from the name of Second Party to First Party, to provide drinking water services to Second Party and to maintain the System, including, but not limited to, maintaining and keeping in good repair the Well(s), pump(s), apparatus and equipment of any and all kinds and character related to the system. First Party will maintain the distribution system up to the residential service connection. Provided however, it shall be the responsibility of Second Party to pay for all electrical utility costs required for the operation of the System.
4. Annual Fees. Second Party agrees to pay such annual fees as are determine by the Board of Directors of the Missouri Water Association, Inc. Second Party further agrees to pay these annual fees in twelve equal monthly installments beginning on the first day of the month following the annual meeting, with a like payment due each first of the month thereafter. The initial annual fee shall be the sum of the Annual Fees as determined by the Board of Directors per year per condominium unit, living unit, or home connected to the system which amount shall be paid in twelve equal monthly installments as aforesaid. The per unit annual fee for any initial partial calendar year shall be a prorated portion of the Annual Fee as described above per year amount. Except for single family dwellings, resort, office building, and any special negotiated properties, all members of First party shall be charged the same uniform per unit annual fee and the annual fee per unit charged under this Agreement shall be the same by classification as the per unit annual fee charged to the other members of First Party.
5. Costs for Operation and Maintenance. First Party shall be responsible for paying for the cost of operation, maintenance, repair, and laboratory testing for all its members through membership fees, grants and loans from the time the System is transferred to First Party.
6. Term of Agreement. This agreement shall continue in full force and effect on a perpetual basis unless and until this Agreement is terminated in accordance with its terms. Either Party may terminate this Agreement for convenience upon at least one hundred eighty (180) days written notice to the other party. First Party may by written notice to Second Party, terminated this agreement in the event that Second Party is in material default of its obligations hereunder and such default is not cured within Thirty (30) days after written Default notice from First Party to Second party. In addition, Second Party may, by written notice to First Party, terminate this Agreement in the event that: (a) First Party is in material default of its obligations hereunder and such default is not cured within thirty (30) days after written default notice from Second Party to First Party; or (b) the dwellings or units being serviced by the water system are destroyed or substantially damaged by fire or other casualty and the owners thereof elect not to rebuild the dwellings or units.
7. Effect of Termination. In the event that the within Agreement is terminated for any reason, First Party shall transfer ownership of the drinking water facilities and release any and all easements in favor of Second Party, which shall include transfer of any and

all permits from First Party to Second Party. In the event that First Party has made capital improvements on the drinking water system servicing Second Party, the Second Party shall reimburse First party for any and all capital improvements on a fifteen (15) year depreciated basis, i.e. in the event that the Agreement is terminated during the fifth year and capital improvements have been made, Second Party shall reimburse First Party two-thirds of the cost of said capital improvements. In addition to notification of termination, either Party must secure a majority vote of the Membership to allow termination. Also written notification from the regulatory agency to allow transfer of applicable permits to terminating party must be submitted with written notification of termination.

8. By-Laws. Second Party hereby acknowledges that is has received a copy of the By-Laws, prior to or upon the execution of this agreement and further agrees to be bound by the terms contained in the By-laws. This Agreement or any addendum thereto executed by First Party and Second Party constitutes the entire agreement between the parties with reference to the subject matter therein contained.
9. Membership Rights. Second party shall be granted membership in Missouri Water Association, Inc., pursuant to the By-Laws, upon transfer of ownership of its drinking water system and the transfer of the DNR Permits from the name of Second Party to the name of First Party. As a member, Second Party will be entitled to one vote on all matter subject to membership voting according to the By-Laws.
10. No Other Agreements. The Parties further acknowledge that they have thoroughly examined this agreement and that they rely solely on their own judgment in making this agreement and that there are no understanding, agreements, or representation that are not set forth herein.
11. Binding Effect. This agreement shall be binding upon the parties hereto, their respective heirs, personal representative, successors and permitted assigns and the assignment of this Agreement must be agreed to by the parties herein.
12. Assignability. Neither party shall have the right to assign their interest in this Agreement to a third party without the express written consent of the other party, which consent will not be unreasonably withheld.
13. Miscellaneous Additional Provisions.
 - a) In the event either party brings any suit to construe or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, cost and expenses incurred in connection with such suit which provision shall survive any termination of this Agreement.
 - b) This Agreement has been made and entered into the State of Missouri and shall be governed and construed in accordance with the laws of the State of Missouri as having been jointly drafted by the parties.

- c) This agreement may not be amended, except by written agreement executed by the parties hereto.
- d) This agreement may be signed in any number of counter-parts, and signature to any one counter-part shall be deemed signature for all counter-parts, which then taken together shall constitute one Agreement.
- e) This instrument and any amendment or addendum hereto may be executed by facsimile or by e-mail of a PDF, with the same force and effect as “ink” signatures and the parties agree that facsimile or PDF executing hereof shall be binding upon the parties.

14. Headings. The headings used herein are for reference only and shall not be deemed part of the substance of the agreement herein.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day and year first above written.

Missouri Water Association, Inc.

Osage Highlands Homeowners Association

By: _____

By _____

_____, President

_____, President

Attest:

Attest:

 Witnesseth
 FIRST PARTY

 Witnesseth
 SECOND PARTY

MISSOURI WATER ASSOCIATION MEMBER FACILITIES

Evergreens Condominiums
Fischer Subdivision
Foxhead Shores
Hawk Island Estates
Lakeside Cross Creek
Makalu Estates
Minowbrook Estates
North Shore Codominiums
Oak Shadows Subdivision
Oakwood Hills Subdivision
Osage Heritage Condominiums
Park Place Mster Assn
Parkview Subdivision
Reflections Condos
Robyn Point
Seven Trails West Subdivision
Sierra Bay Condominiums
Sky Water Estates #1
St Moritz Estates Condo
Summer Place at the Lake
Sylvan Bay Subdivision
The Breakers Condominium
The Falls Condominiums
Westlake Development
Whispering Hills Subdivision
Whispering Streams Subdivision

BY-LAWS OF
MISSOURI WATER ASSOCIATION, INC.,
A NOT FOR PROFIT CORPORATION

ARTICLE I
NAME

Section 1. The name of the Association shall be Missouri Water Association, Inc. a general not for profit corporation.

ARTICLE II
OFFICE

Section 1. Principal and Registered Office. The principal office of the Corporation in the State of Missouri shall be located at 2755 South State Highway 5, Camdenton, MO 65020. The Registered Office of the Corporation required by the Chapter 393 of the Missouri Revised Statutes and the Not for Profit Corporation Act of Missouri to be maintained in the State of Missouri, and the address of either office may be changed from time to time by the Board of Directors.

ARTICLE III
GENERAL/EXPLANATORY MATERIAL

Section 1. Overview. These are the bylaws of Missouri Water Association, Inc. The Company is non-profit, membership corporation organized and existing pursuant to sections 393.900 to 393.951, and Chapter 355 of the Revised Statutes of Missouri. These Bylaws are adopted to govern the membership, organization and operation of the Company in its principal endeavor of providing a permanent system of water system for property located within the State of Missouri. These bylaws shall control all operations of the Company to the extent they are not in conflict with the Articles of Incorporation of the Company or the applicable statutes of the State of Missouri.

Section 2. Authority. These Bylaws are adopted by the Board of Directors of the Company pursuant to the authority granted by subsection (13) of section 393.906 RSMo. and are deemed necessary by the Board of Directors for the organization and operation of the Company.

Section 3. Policy and Purpose. The purpose of these Bylaws is to provide the procedures for the financing, control, management, and operation of the Company, its Board of Directors and the water treatment and distribution system, including additions, extensions and connections.

Section 4. Use of Water System. Any Person who shall become a Member of the Corporation as provided in these bylaws shall, as a condition of membership and continuing membership, agree to use: 1) the facilities constructed, or caused to be constructed, by the Company; and 2) the services furnished by the Company when such facilities or services shall be available.

Section 5. Ownership. The Company exercises the responsibility of full ownership of the Water System and, in the future, shall accept ownership responsibilities for only those additional facilities which have been formally conveyed to and accepted by the Company as a part of the Water System in accordance with these Bylaws.

Section 6. Operation and Maintenance. The Company owns, operates, maintains, repairs and replaces the Water System. Each person connected to the Water System is required to install, operate, maintain, periodically pump out, repair and replace the Service Line servicing such person(s) property as required by these Bylaws. The Company is not obligated to effect or make any repairs or replacements to or otherwise maintain the Service Lines, except as expressly stated in these Bylaws.

Section 7. Missouri Department of Natural Resources. In general, the Company shall construct, maintain, extend and operate the Water System in conformity with the rules and regulation relating to the manner and methods of construction, maintenance and operation and as to safety of the public now or hereafter from time to time prescribed by the Missouri Department of Natural Resources.

Section 8. Powers. The Company shall possess all those powers granted to nonprofit water companies by virtue of section 393.906 RSMo 2000, as the same shall be amended from time to time.

Section 9. Exemption from Execution. In accord with RSMo 393.951, the private property of the Members shall be exempt from execution of the debts of the Company and no Member shall be liable or responsible for any debts of the Company.

Section 10. Cooperation with Adjacent Water Companies. For purposes of supplying or improving service to the Members or the Company's Customers, the Board of Directors is expressly authorized to cooperate and contract with any Adjacent Water Company for the extension of its Mains or enlargement or supplementation of the capacity of its wells or storage. The Board is further authorized to enter any agreement it deems necessary for participation in the cost of constructing extensions of or to the Mains of an Adjacent Water Company.

ARTICLE IV MEMBERS

Section 1. Members. The Corporation shall have members. At such time as the Corporation begins providing water services, membership shall be comprised to include all persons that are either actual customers of services furnished by the Corporation or have agreed to become customers of the services furnished by the corporation when such shall be available through its

facilities as provided in Section 393.900 to Section 393.951. As to those customers of services, each customer connection of facilities shall be entitled to one membership interest and one vote for the election of Directors. In this regard, a single customer shall be represented by a single monthly billing, even if more than one building shall be connected to the system or regardless of the number of owners of the property represented by such single billing. In the case of a member that is a corporation, its agent or office shall represent the customer as member. In the case of a member that is a corporation, its agent or officer shall represent the customer as member. In the case of multiple owners, only one owner may vote and votes may not be divided into fractional interest.

Section 2. Membership Rights. The members of the Corporation shall have the right to vote for the election of Directors of the Corporation and to amend these Bylaws or the articles of the Corporation and shall have such other rights as set forth in Section 393.906 RSMo. Members may also be entitled to dividends or proceeds in liquidation as provided therein. Otherwise, the members shall have no authority, acting alone, to govern or bind the Corporation to any transaction and shall not be liable for the debts or obligations of the Corporation. Management of the Corporation shall be through the Board of Directors. Membership rights shall not be transferable, however, a Member may grant a proxy with respect to any matter for vote at any particular meeting of the membership. A valid proxy must be signed and dated by the member and shall be valid for one (1) month from the date of signature or until revoked in writing by notice sent to the Secretary or principal office of the Corporation prior to the meeting and may appoint a particular person or the President of the Corporation as proxy for all purposes and matters to come before the meeting. Proxies may be limited or specific. Membership in the Corporation shall cease when a Member is no longer a user of the facilities of the Corporation. New members shall be added as they become user of the facilities of the Corporation.

Section 3. Meetings. The annual meeting of the members shall be held on the first Saturday in June of each year at the hour of 10:00 A.M. The meeting shall be held at such location as is specified by the Directors. Fifty (50%) percent of the membership present at any meeting shall constitute a quorum for the transaction of the Corporation business. Special meeting of the members may be called by the Board of Directors by any three Directors, by not less than thirty (30%) percent of the members, or by the President. Written or printed notice stating the time and place of any meeting of the members, and in the case of a special meeting, the purposes for which the meeting is called, shall be given to each member, either personally or by mail, not less than ten (10) nor more than twenty-five day before the date of the meeting.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The property and business of the corporation shall be managed under the direction of the Board of Directors. This shall include, but not be limited to, all matters necessary for the acquisition, construction and operation of water facilities and connections in the designated service area, including the establishment of such area and the setting of rates and the like in connection therewith, the entering of contracts with other corporations, municipalities,

individuals, or other business entities to provide any services needed by the Corporation, including, but not limited to, management or operation services.

Section 2. Number and Term of Office. The number of directors shall be not less than five (5) nor more than eleven (11). The initial Board shall number five (5) and are named in the Articles of Incorporation. The future members shall be designated from time to time by resolution adopted at any annual or special meeting of the members. The directors shall serve for a period of three (3) years. The Directors shall serve on staggered terms so that approximately one-third of the Board shall be elected at each annual meeting of the Board to serve for three years. At the first meeting, one shall be elected for a one year term, two shall be elected by the membership at each annual meeting to fill those positions of the board scheduled to expire. A slate of candidate(s) for each board position shall be submitted by the Board and nominations shall be accepted from the floor at any such meeting. Those members receiving the most votes (plurality) shall fill the open positions. There is no limit to the number of terms a Director may serve, nor shall there be any restriction upon being reelected. Any Member may serve as Director, including any corporation, partnership, limited liability company, or other business entity provided such entity shall designate a representative to cast all votes and discharge other board member obligations.

Section 3. Nomination and Election of Directors. At least thirty (30) day prior to the Annual Meeting of the Directors of the Corporation, the Nominating Committee, consisting of the President and two other Directors appointed by the Board of Directors shall decide upon a slate of directors to fill the Board positions then expiring, and shall present such slate to the Membership of the Corporation not less than ten (10) days prior to said Annual Meeting. Upon the request of any member made prior to or at the annual meeting, additional candidates may be added to the slate of the Directors. The Nominating Committee shall thereafter present the said slate or slates of nominees to the Members of the Corporation for the election at the Annual meeting.

Section 4. Filling Vacancies. In case of any vacancy on the Board of Directors which occurs for any reason other than the ordinary expiration of a term of office, the remaining directors by a majority vote shall elect a successor to hold office until the next annual meeting of the members of the corporation.

Any director may be removed from office with or without cause by the affirmative vote of three-fourths of the members present at any annual or special meeting called for such purpose. A director may be removed for cause by a majority of the Directors. The term "cause" shall include the conviction of any felony or any fraud, theft, embezzlement or intentional harm directed at the Corporation.

Section 5. Place of Meeting. The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, either within or outside the State of Missouri, at such place or places as they may from time to time determine by resolution or by written consent of all directors.

Section 6. Regular Meetings. Regular meeting of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board,

provided that notice of every resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be mailed to each director at least ten (10) days before the first meeting held pursuant thereto. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members. Any business may be transacted at any regular meeting of the Board.

Section 7. Special Meetings. Special meeting of the Board of Directors shall be held whenever called by any member of the Board of Directors. The Secretary shall give notice of each special meeting of the Board of Directors, by mailing the same at least ten (10) days prior to the meeting or by telegraphing the same at least five (5) days before the meeting, to each director; but such notice may be waived by any director. Special meetings of the Board of Directors shall specify an agenda and no other business may be taken up at a special meeting unless all members of the Board present at the meeting consent to taking up such item. Immediately following the meeting, any items taken up which were not on the agenda must be specifically communicated to all Board members who were absent. Any Board member absent shall have two days from the receipt of such notice to file an objection, and if such objection is filed, then such action shall be held in abeyance pending a special meeting specifically called for the reconsideration of such item. The Secretary, upon receipt of any such objection, shall call such special meeting by not less than five (5) days written notice to all Board members specifying the matter to be reconsidered. Notwithstanding the foregoing, any action to (a) amend the Articles of Incorporation; (b) amend these By-Laws; or (c) remove a director, may not be taken up at a special meeting of the Board of Directors or of the Members unless specifically set forth in the agenda and notice of the meeting. The provisions of this paragraph may, as with any other matter pertaining to notice herein, be waived by the unanimous written consent of all Directors.

Section 8. Quorum. One-third (1/3) of the whole number of directors shall constitute a quorum for the transaction of business at all meeting of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by the By-Laws.

Section 9. Meeting of Directors. If all of the directors entitled to vote shall meet at any place, either within or outside the State of Missouri, and consent to the holding of the meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 10. Action without Meeting by Written Consents. Any action required to be take at a meeting of the directors or any action which may be taken at a meeting of the directors may be taken without a meeting when consents in writing setting forth the action so taken shall be signed by all the directors entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as the unanimous vote of the directors at a meeting duly held. The Secretary shall file such consent with the minutes of the meetings of the directors.

Section 11. Conference Call. Any Board member may request to participate in any Board meeting by conference call or other means of communication whereby each Board member can hear the others. Each member so participating shall be considered present at the meeting.

Section 12. Required Vote. Except as otherwise set forth herein, affirmative vote of a majority of those present shall be necessary for the passage of any resolution.

Section 13. Compensation of Directors. Directors shall not receive any stated salary for their services as such, but each director shall by resolution of the Board of Directors be entitled to receive from the Corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board, and by resolution of the Board of Directors, a fixed sum may also be allowed for attendance at each regular or special meeting of the board and such reimbursement at compensation shall be payable whether or not a meeting is adjourned because of the absence of a quorum. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 14. Nominating Committee. The Board of Directors shall elect a Nominating Committee consisting of the President and at least one other director. The Nominating Committee shall be selected by the Board of Directors at the regular meeting of the Board of Directors following the annual meeting

Section 15. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors, and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE VI OFFICERS

Section 1. Election, Tenure and Compensation. The officers of the Corporation shall consist of the president, secretary and treasurer, and/or one or more vice-presidents and/or one or more assistants to the foregoing officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall be elected annually by the Board of directors as its annual meeting except where a longer term is expressly provided in an employment contract duly authorized and approved by the Members. The President and Vice President shall be a director and the other officers may, but need not be, directors. Any two or more of the above offices, except those of President and Secretary, may be held by the same person, but not officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed, acknowledged or verified by any two or more officers. The compensation or salary paid all officers of the Corporation shall be fixed by resolution adopted by the Board of Directors.

In the event that any office other than an office required by law, shall not be filled by the Board of Directors, or, once filled, subsequently becomes vacant then such office and all references thereto

in these By-Laws shall be deemed inoperative unless and until such office is filled in accordance with provisions of these By-Laws.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of majority of the whole Board of Directors, all officers, agents and employees shall hold office at the discretion of the Board of Directors or of the officers appointing them.

Section 2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation and shall have the general charge and control off all its business affairs and properties. He or she shall preside at all meetings of the members. The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He or she shall have the general powers and duties of supervision and management usually vested in the office of president of corporation. The President shall be ex-officio a member of all the standing committees. He or she shall do and perform such other duties as may, from time to time, be assigned to him or her by the Board Directors,

In the event that the Board of Directors does not take affirmative action to fill the office of Chairman of the Board, the President shall assume and perform all powers and duties given to the Chairman of the Board of these By-Laws.

Notwithstanding anything contained herein to the contrary, unless it previously approved by resolution of the Board of Directors, or set forth as a specific item in an annual budget approved by the Board of Directors, neither the President, not any other officer, may sign any document or contract which binds the Corporation nor enter into any contract binding the Corporation to do one or more of the following:

- a. Purchase or lease any real estate;
- b. Enter into any agreement which is not cancelable on 30 days or less notice and which obligates the Corporation to pay more than \$200.00 per month, excluding phone and utilities;
- c. Required the Corporation to pay more than \$5,000.00 cumulatively or \$1,000.00 at any one time, except for inventory and supply agreements which otherwise meet the requirements of paragraph (b) above.
- d. Purchase any capital asset costing more than \$1,000.00.
- e. Pledges or encumbers any of the Corporation's assets.
- f. Binds the Corporation to any employment agreement not terminable at will.

- g. Cancels or terminates any agreement, prior to the scheduled termination, which falls within the above classifications or which was specifically authorized and directed to be entered into by the Board at such agreement's inception.
- h. Institutes or direct the filing of any lawsuit.

Section 3. Powers and Duties of the Vice President. The Board of Directors may, but need not appoint one or more Vice Presidents. Any Vice President (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligation in the name of the Corporation. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President, and if there is more than one, then the Executive Vice President and such successors in authority as may be set forth in the resolution appointing him or her. The taking of any action by any such Vice President in the place of the President shall be conclusive evidence of the absence or disability of the President.

Section 4. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of the Directors and all other notices required by law or by these By-Laws, and in case of his or her absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the directors upon whose written request the meeting is called as provided in these By-Laws. The Secretary shall record all the proceedings of the meeting is called as provided in these By-Laws. The Secretary shall record all the proceedings of the meetings of the directors in books provided for that purpose, and he or she shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors of the President, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation and shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all monies and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper account for such disbursements. He or she shall render to the President and the Board of Directors, whenever either of them so requests, an account of all his or her transaction as Treasurer and of the financial condition of the Corporation.

The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of the office and for the restoration to the Corporation in case of his or her death, resignation, retirement or removal from office of all books, papers, vouchers, monies and other

Shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed by the President or a Vice President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

Section 2. Loans. Such officers or agents of this Corporation as from time to time shall be designated by resolution of the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms or persons as the Board of Directors, shall from time to time designate, and as security for the repayment of such loans, advances or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights, and interest of any kind in or to stocks or bonds, certificates of such rights or interest, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, discount or rediscount with, such banks, trust companies, institutions, corporations, firms, or persons any and all commercial paper, bill receivable, acceptances and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

ARTICLE IX REIMBURSEMENTS

Reimbursement. Any payments made to an officer or other employee of the Corporation, such as salary, commission, interest or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or other employee of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or other employee, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall end on the last day of December.

Section 2. Notices. Whenever, under the provisions of these By-Laws, notice is required to be given to any director, officer, or member it shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to each member, officer or director at such address as last appears on the books of the Corporation, and such notice shall be deemed to be given at the time the same be thus mailed. Any member, director or officer may waive any notice required to be given under these By-Laws.

ARTICLE XI
AMENDMENTS

Section 1. Amendment of By-Laws. Any amendment of these By-Laws shall first be approved by the Board of Directors, and once approved shall be submitted to the membership for approval. Approval of such change shall require a vote of two-thirds majority of those present in person or by proxy at any annual meeting or special meeting called for such purpose. This shall include by the same process the authority to amend, alter or repeal the Articles of Incorporation and/or these By Laws or any provision thereof, and from time to time by the same process to made additions to these By-Laws.

ARTICLE XII
IDEMNIFICATION


Section 1. Definitions. As used in this Article XII, any word or words that are defined in Section 351.355 of the General Business Corporations Act of Missouri, as amended from time to time (the "Indemnification Section"), shall have the same meaning as provided in the Indemnification Section.


Section 2. Indemnification of Directors and Officers. The Corporation shall indemnify and advance expenses to a director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

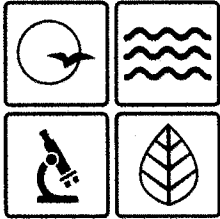
Section 3. Indemnification of Employees and Agents. With respect to any employee or agent, other than a director or officer of the Corporation, the Corporation may, as determined by the Board of Directors of the Corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

Section 4. Insurance. The Corporation may purchase Officers and Directors liability insurance, General Liability Insurance, and such other surety and indemnity plans for itself and its Directors, Officers and Employees as from time to time approved by resolution of the Board.

The undersigned certify that the foregoing By-Laws were adopted by Resolution of the Incorporators on the 02 day of DECEMBER, 2009.


Seth A. Coggin, President


_____, Secretary



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director

October 6, 2023

Kelly Goss
515 Old Highway 5 South
Camdenton, MO 65020

RE: Missouri Water Association, Inc.

Dear Kelly Goss:

On May 12, 2021, the Missouri Department of Natural Resources approved Missouri Water Association, Inc. to operate as a nonprofit water company pursuant to § 393.900.3, RSMo, in the following counties: Benton, Boone, Callaway, Camden, Cole, Cooper, Hickory, Laclede, Maries, Miller, Moniteau, Morgan, Osage, Pettis, Phelps, Pulaski, and Texas. On July 28, 2023, you submitted the amended Articles of Incorporation for Department review and approval to operate as a nonprofit water company and provide water service within the geographic boundaries of the state of Missouri.

The Department's General Counsel's Office has reviewed these documents in accordance with the statute and determined that the Articles of Incorporation as amended on June 3, 2023 meet the requirements of § 393.900.2, RSMo. Additionally, the Bylaws submitted previously sufficiently demonstrate how the organization is governed. The Department hereby authorizes Missouri Water Association, Inc. to provide water services as a nonprofit water company in the state of Missouri. This authorization is not a Permit to Dispense water to the public, which must be issued separately by the Department pursuant to Chapter 640, RSMo.

If you have any questions concerning this approval, please do not hesitate to contact Brandon Bach, P.E., Permits and Engineering Unit Chief, Public Drinking Water Branch by phone at 573-751-5924, by email at brandon.bach@dnr.mo.gov, or by mail at Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, Missouri 65102-0176. Thank you.

Sincerely,

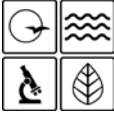
WATER PROTECTION PROGRAM

John Hoke, Director
Water Protection Program

JH:tk

c: Curtis Gateley, Public Service Commission
David Lamb, Chief, Public Drinking Water Branch
Central Field Operations
Kansas City Regional Office
Northeast Regional Office
Southeast Regional Office
Southwest Regional Office
St. Louis Regional Office





MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM

PERMIT TO DISPENSE TRANSFER APPLICATION

DATE RECEIVED

Per 10 CSR 60-3.020 (3) Owners of all public water systems commencing operation after October 1, 1999 applying for written construction authorizations, permits to dispense, or both, shall show in accordance with 10 CSR 60-3.020 (6) that a permanent organization exists which will serve as the continuing operating authority for the management, operation, replacement, maintenance and modernization of the facility for which the application is made. Construction authorizations and permits to dispense will not be issued unless the applicant provides proof satisfactory to the department that a continuing operating authority exists that shall have jurisdiction over the facility. Written construction authorization and permits to dispense water will be issued to the continuing operating authority and shall be valid only for the continuing operating authority to which the permit is issued.

1. SYSTEM CLASSIFICATION

Community Nontransient noncommunity Transient noncommunity

2. NAME OF WATER SYSTEM

COUNTY

PWS ID NUMBER

MO

NEW NAME OF WATER SYSTEM

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIPCODE

3. ANTICIPATED EFFECTIVE DATE OF TRANSFER OF OWNERSHIP

4. REQUIRED DOCUMENTS

- Once the transfer of ownership is complete, provide a copy of the property deeds for all wells, well houses, storage tanks and treatment plants
- Emergency operations plan

NOTE: For owner/official custodian—for a sole proprietorship—the name of the proprietor, for a corporation—the name of an officer of at least the level of a plant manager; for a partnership—the name of a principal partner; for a city, state, federal or other public facility—the name of either a principal executive officer or a ranking public official.

5. NAME OF CONTINUING OPERATING AUTHORITY BEFORE THE SALE

6. NAME OF CONTINUING OPERATING AUTHORITY AFTER THE SALE

PRINT NAME OF OWNER BEFORE THE SALE

PRINT NAME OF OWNER AFTER THE SALE

ADDRESS 1

ADDRESS 1

TELEPHONE NUMBER WITH AREA CODE

EMAIL ADDRESS

TELEPHONE NUMBER WITH AREA CODE

EMAIL ADDRESS

CITY

STATE

ZIPCODE

CITY

STATE

ZIPCODE

I CERTIFY THAT I AM FAMILIAR WITH THE INFORMATION GIVEN ABOVE, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF SUCH INFORMATION IS TRUE, COMPLETE AND ACCURATE, AND UPON OWNERSHIP TRANSFER, I AGREE TO ABIDE BY THE MISSOURI SAFE DRINKING WATER LAW SECTIONS 640.100—640.140, RSMo AND ALL RULES AND REGULATIONS UNDER THE MISSOURI SAFE DRINKING WATER LAW.

SIGNATURE OF OWNER BEFORE SALE

DATE

SIGNATURE OF OWNER AFTER THE SALE

DATE