filed electronically in docket office on 06/06/17

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:	)	
PETITION OF INTEGRA WATER TENNESSEE, LLC	)	
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND	)	Docket No. 17-00014
NECESSITY AND TPUC TO CHARGE RATES IN	)	
CASEY COVE SUBDIVISION LOCATED IN DEKALB	)	
COUNTY, TENNESSEEE	)	

NOTICE OF FILING OF RESPONSE TO STAFF DATA REQUEST

On May 1, 2017, Integra Water Tennessee, LLC ("Integra Water" or "Petitioner") served its response to the Tennessee Public Utility Commission ("TPUC") first data request. Petitioner hereby gives notice of the filing of these previously served responses.

Date: June 5, 2017

Respectfully submitted,

Benjamin A. Gastel, BPR (#28699)
Branstetter, Stranch & Jennings, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee 37203
Tel: 615.254.8801
Fax: 615.255.5419
Email: beng@bsjfirm.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent by U.S. Mail, postage prepaid and electronic mail on this the June 5, 2017 to the following:

KAREN H. STACHOWSKI, B.P.R. # 019607
Assistant Attorney General
Office of the Tennessee Attorney General
Public Protection Section
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, Tennessee 37202
(615) 741-2370
Email: karen.stachowski@ag.tn.gov

Benjamin A. Gastel

1. Will the system be built to serve 31 customers initially? If not, please provide how many customers the system will initially be able to serve. In addition, provide the anticipated completion date of the initial system.

Response: Yes, the system will be built to accommodate 31 connections initially.

2. Please explain the relationship between Integra Water, LLC, ("Integra") Integra Water Tennessee, LLC, ("Integra - Tennessee" or "Utility") and Envirolink, Inc. ("Envirolink"), including all activities that Envirolink will perform for Integra - Tennessee.

Response: Integra Water LLC is the parent company to Intra-Tennessee, LLC. Envirolink is the company that Integra works with to assist with operations & maintenance and management of Integra's water and sewer assets. As such, the following outlines roles & responsibilities:

Function	Service Provided By:
Accounting	Integra Water
Finance	Integra Water
Customer Service	Integra Water
Billing	Integra Water
Operations	Envirolink
Compliance	Envirolink
Maintenance	Envirolink
Technical Assistance	Envirolink
Capital Project Management	Envirolink
Engineering	Envirolink/SEC, Inc.
Emergency Operations	Envirolink
Rate Analysis	Integra Water
Regulatory Support	Envirolink/Integra Water
Public Relations	Integra Water
Legal	Branstetter, Stranch & Jennings, PLLC

3. Please list all members of Integra Water, LLC.

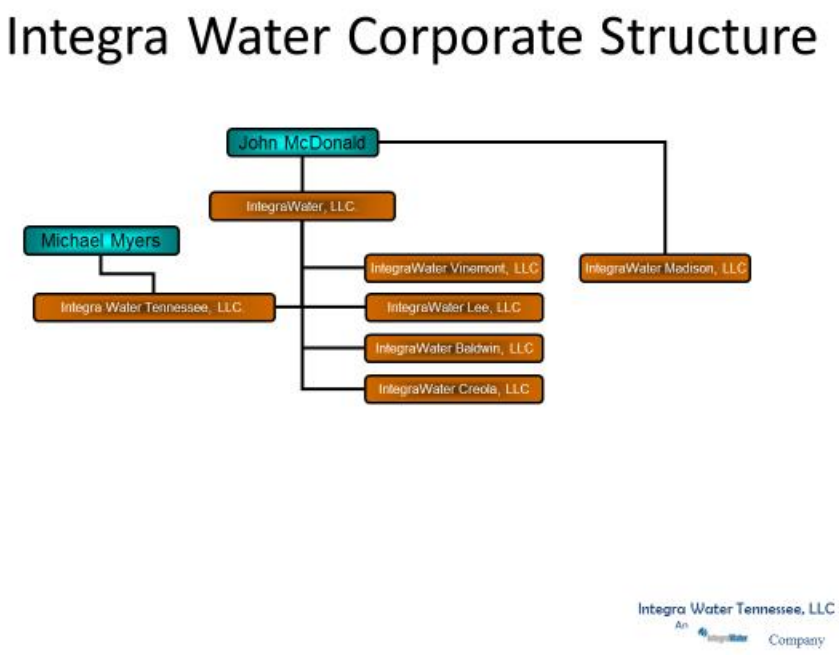
Response: See below.

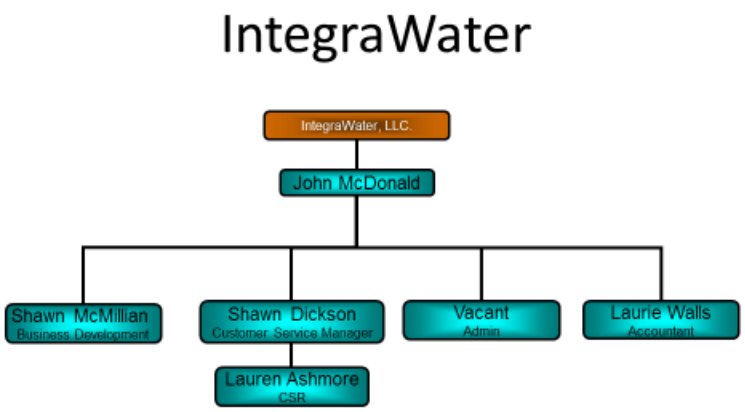
4. Please list all members oflntegra Water Tennessee, LLC.

Entity	Members
Integra Water, LLC	John McDonald
Integra Water Tennessee, LLC	Integra Water, LLC
	Michael Myers

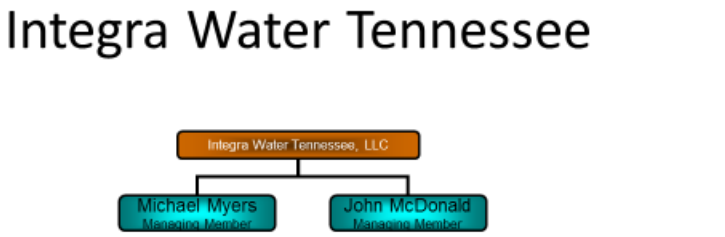
5. Also, provide an organization chart for the above referenced entities along with all other affiliated companies and/or affiliates of each entity listed.

Response: See Below.





Integra Water Tennessee, LLC
An Company



Integra Water Tennessee, LLC
An Company

6. Does Envirolink perform any management activities for Integra Water, Inc.?

Response: See Response to Question 2.

8. Provide a copy of the contract(s) or agreement(s) between Integra and any other party to the wastewater system at Casey Cove Estates (developer, contractor of system, customer.)

Response: Integra Water does intend to contract the operation to Envirolink who will subcontract ORC services. The contract between Integra and Envirolink is attached. The contract and associated task orders will be executed prior to operation.

9. If one of the contracts above does not include entitlement to the treatment system, collection system and land where each will be, provide a copy of the deed to each in Integra - Tennessee's name or provide when and how Integra- Tennessee will be provided ownership documentation.

Response: Attached as Exhibit DR1 are copies of the deeds.

10. Will Integra require each customer to sign a customer contract? If so, please provide a copy of said form/contract/customer agreement as part of Integra's proposed tariff

Response: Integra Water does not require customers to sign a contract. We do require an application.

11. Identify the funding or financial capital that is available to the Utility to operate the wastewater system, excluding utility revenue received from wastewater service customers.

Response: As an investor owned utility, Integra Water will provide the capital needed to run the wastewater system in the event capital investment is required.

12. Provide copies of all contracts related to any pending merger or acquisition of the applicant, corporate parent or affiliate.

Response: None.

13. Provide the name, address and phone number for the Developer of Casey Cove Estates.

Response: Mitchell Bowman at 1980 Old Fort Pkwy., Murfreesboro, TN 37129

14. Provide the name, address and phone number for the Contractor of the wastewater system.

Response: Harding Fox at 1413 Southeast Broad St., Murfreesboro, TN 37130

15. Provide a copy of the license to do business in the State of Tennessee for the contractor of the wastewater system.

Response: See Exhibit DR2.

16. Is there a Homeowners Association (HOA) at Casey Cove and does Integra have a contract with the HOA?

Response: See Exhibit DR2.

17. If there is a HOA, provide a copy of the by-laws for the HOA.

Response: See Exhibit DR 2

18. Please list any components to the wastewater system (from customers drain) that Integra intends for the customer to provide and/or maintain.

Response: Integra Water will take ownership in accordance with the following diagram showing our standard Points of Demarcation.

19. Does Integra have a deed to the property where the wastewater system will be built?

Response: Integra Water does not currently have the deed in its name but will obtain a deed prior to closing and assuming operation.

20. If Integra does not yet own the land where the system will be built, provide the name of the company that owns the land and provide map and parcel number for the land.

Response: See Exhibit DR1 and Exhibit DR 3.

21. Provide a tariff in accordance with TRA Rules and Regulations. The tariff must include any and all fees and/or charges that will be billed to the utility customers, along with all service regulations and liabilities of the customer and company. The tariff should specifically define each customer class and the terms and conditions that differentiate between them. The TRA numbered rules for tariffs are as follows:

1220-4-1-.02 Tariff Specifications:

1220-4-1-.03 Tariff Contents

Response: See Exhibit DR4.

22. State whether Cecil Brown is full time/part time employee or contractual employee of Integra Water Tennessee, LLC. If he is a contractual employee, please provide a copy of the contract.

Response:

23. Provide biography/resume for Cecil Brown if he is going to be the wastewater operator of the Integra-Tennessee system.

Response: Integra Water will provide this information later upon receipt of an updated biography.

24. Does the Utility have any employees other than those under contract? If yes, provide name and position of each.

Response: The only other employees are the members of the LLC, John McDonald and Michael Myers.

25. Provide biographies of officers and/or key wastewater utility staff that demonstrate managerial and financial ability. Include a list of certifications or professional licenses earned by officers or wastewater utility staff with documentation especially for those that will be managerially and financially responsible for the Utility.

Response: Attached as Exhibit DR5 is a briefing that Integra Water presented to Berkley County, South Carolina and Bios for Michael Myers and John McDonald.

26. The application submitted with the Petition states that "Actual Cost" will be charged for a reconnect charge if sewer service is cut off by Utility. Please define "Actual Cost" and describe exactly how charges will be calculated. Also, please provide an average cost to reconnect customers.

Response: In the event an account becomes diligent to the point that collection proceedings require a discontinuation of service, Integra Water will mobilize a technician to lockout the service. Integra Water defines actual cost as the cost of labor, parts & equipment necessary to disconnect the service. In the case of Casey Cove, this will be subcontracted, so Integra will pass along the cost of the disconnect directly to the customer without a G&A or profit markup. Integra only charges the customer the cost borne by Integra to disconnect service.

27. Provide a chart of accounts for the wastewater utility following the NARUC Uniform System of Accounts (USOA) for wastewater utilities.

Response: See Exhibit DR6.

28. The sewer rate provided in the Petition states $60 per 1000 gallons flat rate for residential and a rate of $60 per thousand for non-residential; however, the Petition is only requesting 31 residential homes to be included.

Response: The Petition is incorrect. Integra Water is applying for $90 flat rate per connection. We will modify the petition and resubmit.

29. The revenue amounts on the Projected Income Statement do not equate to

·the amount to be charged per customer as stated in the Petition. Please provide a spreadsheet that coordinates the proposed tariff rates and number of projected customers.

Response: As indicated in question, 28, the Petition incorrectly referred to a rate of $60 per 1,000, when in fact Integra Water meant to request a $90 flat rate. The inconsistency between the petition and the model used for analysis is the reason for the discrepancy and confusion.

30. Provide an excel spreadsheet with working formulas that details (itemizes) the operation and maintenance expenses by account number. Provide basis and/or assumptions used to arrive at each expense. Provide backup documents for all expense assumptions on the five year statement of revenues and expenses used to establish rates, inclusive but not limited to a copy of the tariff from the local electric company and a written quote from the insurance agencies supporting insurance expense for the system. Understanding that it is warranted for one year, provide the insurance expense for the 4 years thereafter as well as any insurance expense Integra- Tennessee will have in case of a natural disaster.

Response: For the purposes of the initial franchise request, Integra Water in large part Integra Water used budget numbers based on its judgement and past experience. Regarding insurance, Integra Water purchases a global insurance policy and then allocates to each subsidiary. Please find our excel spreadsheet as Exhibit DR7 for use in evaluating the cost associated with the operation of the system.

31. Is it Integra's understanding that the wastewater treatment and collection system ownership and the ownership of the land will be transferred to Integra - Tennessee when the system is complete? If so, provide a contractual reference for the transfer.

Response: Yes. Integra does intend for ownership to be transferred to Integra-Tennessee. See deeds attached as Exhibit DR1.

32. Please state the amount that Integra - Tennessee will record as Contributions in Aid of Construction upon the transfer of the system and the land.

Response: Upon completion of construction, Integra-Water – Tennessee will obtain from the developer the cost of construction and the total cost of construction of the assets will be booked as Contributions in Aid of Construction. We will up date the TRA upon completion of construction.

33. Will the Utility require the developer to provide an equipment room to house the equipment so that the equipment, such as the control panel, is protected from the weather?

Response: A building is part of the design of the facility for use as storage.

34. Provide a list of all plant-in-service account numbers with account names and estimated account balances as of the start of operations.

Response: Please refer to Exhibit DR 5.

35. Since Envirolink is a management company for Integra - Tennessee, include the management expenses based on the contractual agreement with Envirolink on appropriate spreadsheets.

Response: See Exhibit DR7.

36. Provide a copy of Integra's cost allocation manual. If a manual is not available, provide the basis, rationale and assumptions that will be used in allocating revenue and expenses between regulated and non-regulated activities within Integra and its affiliates.

Response: Integra Water anticipates using a methodology similar to what is used between Integra Water and ONSWC (attached as Exhibit DR9).

37. Were any tap fees collected by either the developer or LUB that will be turned over to Integra, Integra - Tennessee or Envirolink? If the answer is yes, please state the type of each customer, the date and the amount of tap fees that were collected.

Response: To the best of Integra Water's knowledge, there have not been any tap fees collected.

38. Please provide a surety bond or bank letter of credit in accordance with TRA Rule 1220-4-13-.07.

Response: Integra Water is in the process of securing a letter of credit in accordance with TRA Rule 1220-4-13-07 and will notify the TRA upon completion.

39. Provide a list with dates and describe any North Carolina or Alabama State, City, County complaint or otherwise notice of any violation within the last three years. Provide whether each is open or closed. If open, please explain why.

Response: North Carolina – None, Alabama – Lee County facility (See Exhibit DR10)

40. Provide a copy of the monitoring reporting that will be available for this system and a timetable for how quickly it can be provided upon request.

Response: Integra Water intend to utilize a format consistent with the requirements of TDEC and will have these reports available to TRA upon request within 1 business day.

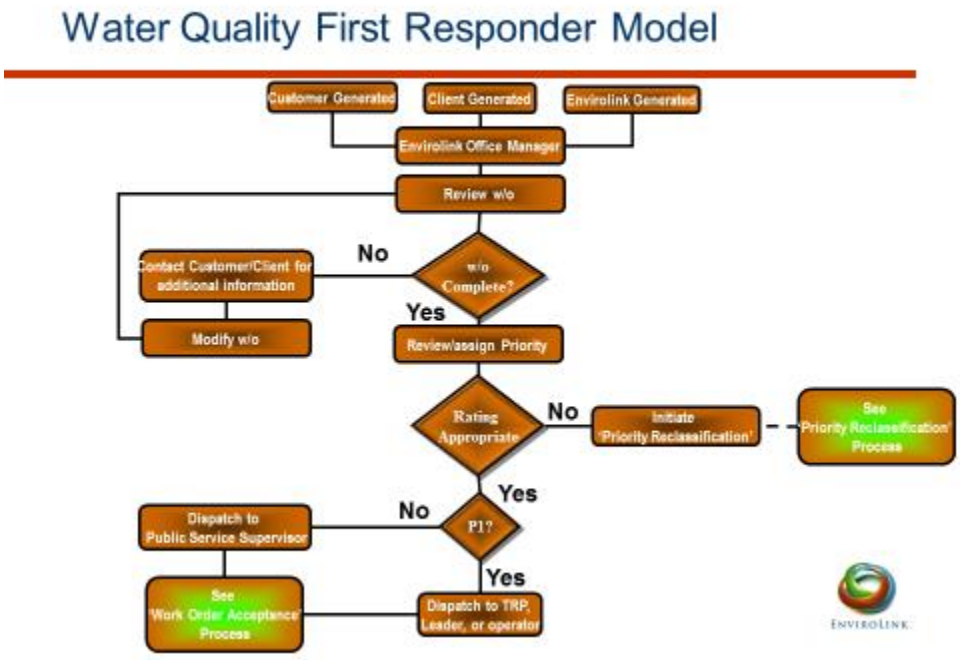
41. What is Integra - Tennessee's process and anticipated response time for a standard service request? What is Integra - Tennessee's process and anticipated response time for an emergency request?

Response: Emergency, Service and

Emergency, Maintenance and Service Request Procedures

Envirolink will respond only to service request issued by the Integra Water, or Envirolink Staff. Envirolink offers two mechanisms for issuance of Service Orders:

1. A manned 24 hour/day, 365 day/year telephone line;
2. Email/fax



Envirolink will respond within the allotted time frames and will coordinate with the Integra Water on restoration of utility system operation to normal conditions.

2.2.1 *Classification of Service Request*

There are several categories of service interruptions varying from an isolated outage at an individual facility, to a widespread outage affecting large areas, if not all of the System. The plan and response procedures range from actions for routine requests and outages, to severe incidents that could be classified as an emergency. The three types of service interruptions are defined as follows:

- Emergency Conditions
    - Life or Death emergencies will typically be handled by the Emergency Response team but will include Envirolink as needed.

- Not Life or Death (**Priority 1**) emergencies that arise due to situations that will cause significant damage to facilities, compromise security or safety or negatively affect productivity.
- Specific emergency conditions:
  - Emergencies are those where critical treatment units or major portions of the treatment system are affected.
  - Emergencies are where major portions, but not all of the service area are affected.
  - Emergencies are where there is a complete service interruption throughout the water supply and distribution system
  - Emergencies are where there is the potential for a significant environmental condition, such as breaching of the plant due to high flows or flooding conditions. Natural disasters can cause widespread service interruptions. Some disasters occur without notice (tornadoes, equipment failure, natural disasters, human error, etc.) while other disasters can be predicted (hurricanes, Notice of Violations, etc.).
  - Envirolink will immediately report submitted emergencies to the Administrative Official, or their designate.

- Urgent service requests (**Priority 2**), arise due to situations that, if left uncorrected, would measurably reduce productivity, cause discomfort or inconvenience the customer, waste resources, or create the need for additional minor repairs.
- Routine service requests (**Priority 3**) arise due to situations that, if left uncorrected, would cause measurable discomfort or inconvenience the customer, waste resources, or create the need for additional minor repairs.
- Non-essential requests (**Priority 4**) request that arise due to a situation that is esthetically unpleasant or inconvenient. If left uncorrected, these jobs will not cause further damage to the facilities or utility system.

In the event that any service request requires an expenditure of funds not included in the contract, Envirolink will notify the Administrative Official for consultation and approval for the expenditure.

2.2.2 *Notification Procedures*

Integra Water personnel will be able to contact Envirolink personnel 24 hours a day, seven days a week, via a cell phone or other phone numbers provided during the transition period. Additionally, Envirolink will provide names, positions, and individual cell and home phone numbers of key staff to appropriate officials.

2.2.3 *First Response Investigation*

Envirolink will provide an operator/service technician who will be available 24-hours a day, seven days a week and who will respond to emergency conditions. Essentially,

Envirolink will be available to respond to emergencies or outages 24 hours a day. This "First Responder", who will be knowledgeable of the system and the Service Response Plan, will follow a general procedure including:

- Quickly assess the scope of the service interruption and determine the level of response required.
- Isolate the interruption and damage, if possible.
- Identify any life threatening situations, and eliminate if possible.
- Advise the Integra Water of the situation.
- Estimate resources (including funding) required to correct the situation, and estimated time to correct the problem.
- Summon additional resources (personnel, equipment, materials, etc.).
- Arrange and coordinate additional assistance when needed to restore normal operating conditions.
- Proceed with necessary actions/repairs, if able to do so.
- Report when condition is stabilized or normal operation has returned.

When the First Responder arrives on-site, the first task will be to identify the full extent of the problem. The First Responder will arrive on site with equipment/supplies to assess the situation. The First Responder will also determine whether additional resources are needed to resolve the problem and, if approved, coordinate repairs. If the initial assessment determines that additional resources are required, the First Responder will summon additional Envirolink personnel/equipment or pre-qualified sub-contractors immediately. If it is determined that the problem is correctable without additional resources, the First Responder will make the necessary repairs.

If a problem occurs within the Utility System, the first priority will be to eliminate a life-threatening situation. In this case, Envirolink will utilize its resources and first responder to a life-threatening situation before addressing situations of lower priority. Service Restoration Priority will be assessed in accordance with this procedures, which generally shall be in the following order:

1. Hospital Facilities
2. Police and Fire Rescue Facilities
3. Local jurisdiction/Town Emergency Operation and Administration Facilities
4. Other Medical Facilities
5. Schools
6. Child Care Centers
7. Businesses
8. Residential
9. Clubs
10. Parks

2.2.4 *Response Times*

There can be a wide variety of situations, each requiring appropriate and necessary responses. Envirolink will have the resources through its existing company resources or through obtainable locally through pre-qualified contractors, to insure that emergency conditions are responded to according to the required standards. The following summarizes the response times Envirolink's expects to provide.

- It is the goal of Envirolink to respond to all reported alarm or emergency conditions during normal business hours within one (1) hour and two (2) hours during non-business hours.
- In emergencies during duty hours, the Envirolink First Responder will respond (onsite) as quickly as possible, but within sixty (60) minutes. The First Responder will arrive on site with equipment/supplies to assess the condition
- In emergencies during non-business hours, the Envirolink First Responder will respond (onsite) within two (2) hours. The First Responder will arrive on site with equipment/supplies to assess the condition.
- **Priority 1** (Emergency – Not Life or Death) requests arise due to significant damage to a facility or compromise security or safety or negatively affect productivity, Envirolink will respond to the request immediately in accordance with the time frames listed above and close the work order within two (2) days.
- **Priority 2** (Health and Welfare) requests arise due to situations left uncorrected that will measurably reduce productivity, cause discomfort or inconvenience, waste resources, or create the need for additional repairs. Envirolink will respond within the next business day and close the request within three (3) days.
- **Priority 3** (Productivity Inhibitor) requests arise due to situations left uncorrected that will cause measurable discomfort or inconvenience to the customer or waste resources or create the need for additional repairs. Envirolink will respond to these requests within five working days and close the request within seven (7) days.
- **Priority 4** (Non-Essential) requests arise due to situations that are esthetically unpleasant or inconvenient. ENVIROLINK will respond to these requests within five working days and close this request within twenty (20) days.

2.3 *Restoration*

The estimated time for the actual restoration of services, once an outage begins, varies based on the cause of the emergency, the scope of the systems involved, the quantity of planned corrective action to take place, etc. Upon assessing the situation, Envirolink personnel will estimate time required to restore normal operating conditions. The permanent restoration depends entirely on the nature of emergency and can take anywhere from a few hours to several weeks.

2.3.1 *General Procedures*

The timely restoration of normal operating conditions is the ultimate objective of any emergency response. However, the restoration of normal conditions is directly contingent on the cause and magnitude of the situation.

Envirolink personnel will work continuously on any emergency until the emergency condition is stabilized. This is standard practice. When the required corrective action is not complicated, Envirolink personnel will take the required actions immediately. However, in situations where the situation has been stabilized or there is no particular urgency, the required work may be rescheduled to enable a more effective and safe use of resources.

The time to restore normal operating conditions will be impacted by numerous factors including weather, access to the site and cause of the emergency. Envirolink will work with the appropriate personnel at Integra Water to establish a procedure and prioritized list of actions necessary for restoration.

If a Catastrophic Emergency must be declared, the Service Response plan provides for an orderly initiation of an Emergency Operation Center ("EOC"). Normally, emergencies that are short-term and low risk should not require activation of the EOC. Emergencies where major portions or complete service is interrupted may require some level of activation of the EOC.

In order to minimize the time to restore services, Envirolink will incorporate the following guidelines into its operating procedures. These guidelines include the following:

1. Maintain a list of telephone numbers of key personnel.
2. Keep the following items available and ready for use: valve keys, hand tools, digging tools and various analytical equipment (to allow for monitoring of field parameters).
3. Make additional arrangements with outside contractor(s), other Envirolink operation centers, other local government(s) and supply house for the use of large construction equipment that may be needed but are not normally stocked.

EXHIBIT FOR DATA REQUEST 1

This Instrument Was Prepared Upon Information Furnished By The Parties By:
Deanna D. Johnson, Attorney-at-Law, 210 East Public Square, Smithville, TN 37166

Assessor of Property
DeKalb County, Tennessee:

This is to certify that I have copied the names of the vender(s) and vendee(s) in said deed of conveyance for the purpose of making proper corrections on the roll of assessment.

MAP_____ PARCEL _____
DATE_____TAX YEAR_____

_____ ASSESSOR.

Name and Address of Persons responsible for taxes:

Mitchell Bowman, etux.
1980 Old Fort Pkwy
Murfreesboro, TN 37129

JOHN ALAN POSS, ET AL.

TO WARRANTY DEED

MITCHELL BOWMAN, ET UX.

STATE OF TENNESSEE
COUNTY OF DEKALB

I, or we, hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $ 75,000.00, which amount is equal to or greater than the amount which the property transferred would command at voluntary sale.

Mitchell M
AFFIANT

Sworn to and subscribed before me on this the 8 day of May, 2015.

TARA MICHELLE TOLBERT
STATE OF TENNESSEE NOTARY PUBLIC
DEKALB COUNTY

Tara Michelle Tolbert
Notary Public or Register of Deeds

My Commission Expires: 10/18/17

FOR AND IN CONSIDERATION of the sum of ONE ($1.00) DOLLAR, cash in hand paid, the receipt of which is hereby acknowledged, WE, JOHN ALAN POSS, JAMES LEE POSS and DANA MICHELLE POSS, have this day bargained and sold, and do hereby transfer and convey, unto MITCHELL BOWMAN and wife, ROBIN BOWMAN, their heirs and assigns, certain lands situated in the 3rd (old 24th) Civil District of DeKalb County, Tennessee, described as follows:

TRACT 5 - PARCEL 1
Beginning on an old iron pin located in the east margin of the Right of way of Casey's Cove Road, said iron pin being the southwest corner of the property of Harold Troutt, thence leaving the road N 60°41'30"E 126.83 feet to an old iron pipe, N 24°21'27"W 83.33 feet to an old iron pipe, N 40°09'21"W 109.61 feet to an old iron pipe, N 45°56'32"W 15.51 feet to a new iron pin, 50°02'39"W 45.50 feet to a new iron pin, N 59°08'18"W 15.41 feet to a new iron pin, N 80°04'52"E 28.82 feet to a new iron pin, S 74°37'55"W 17.71 feet to an old iron pipe, N 21°51'27"W 35.81 feet to an old iron pipe, N 80°45'02"E 36.92 feet to a new iron pin, S 80°04'52"E 35.29 feet to a new iron pin, S 59°08'18"E 18.66 feet to a new iron pin, S 50°02'39"E 51.18 feet to an old iron pipe, N 30°06'25"E 149.98 feet to an old iron pipe located in the south margin of the Right of Way at Old Casey's Cove Road; thence with said road S 52°42'19" E 67.41 feet to a new iron pin, S 39°01'11"E 59.57 feet to a new iron pin, S 19°40'52"E 31.00 feet to a new iron pin; thence leaving the road S 57°23'32"W 146.93 feet to an old iron pipe, S 35°50'43"E 60.97 feet to an old iron pipe, S 29°14'04"E 43.84 feet to an old iron pipe N 84°29'28"E 86.58 feet to an old iron pipe located in the west margin of the Right of way of Old Casey's Cove Road; thence with said road S 1°58'00"E 75.65 feet to an old iron pipe, S 0°43'35"W 72.19 feet to an old iron pipe, S 7°11'17"W 80.16 feet to an old iron pipe, S 13°06'41"W 72.81 feet to an old iron pipe, S 14°47'03"W 79.91 feet to an old iron pipe, S 19°34'22"W 413.42

feet to a new iron pin, S 01°30'55"E 59.13 feet to an old iron pin, thence leaving the road S 80°59'50"W 72.80 feet to an old iron pipe, S 2°41'11"E 74.97 feet to an old steel post, N 81°31'01"E 85.57 feet to a new iron pin located in the west margin of the Right at way at Casey's Cove Road, thence with said road S 43°17'30"W 10.41 feet to a new iron pin, S 55°51'04"W 154.80 feet to a new iron pin, S 59°10'19"W 109.60 feet to a new iron pin, S 43°21'40"W 35.00 feet to a new iron pin, S 61°42'11"W 35.00 feet to a new iron pin, N 86°30'08"W 30.00 feet to a new iron pin N 59°14'32"W 20.00 feet to a new iron pin, N 8°01'52"W 30.00 feet to a new iron pin, N 31°05'38"E 50.00 feet to a new iron pin, N19°50'22"E 180.00 feet to a new iron pin, N 41°55'17"E 62.20 feet to a new iron pin, N 16°18'16"E 195.30 feet to a new iron pin, N 11°48'45"E 211.50 feet to a new iron pin, N 17°53'16"E 199.60 feet to a new iron pin, N 7°56'41"E 67.60 feet to a new iron pin, N 22°46'08"W 28.80 feet to the point of beginning.
Note: Tract 5 - Parcel 1 is Subject to an easement for ingress and egress along an existing dirt road as shown on map of record in Map Slide 208, Register's Office, DeKalb County, Tennessee.
TRACT 5 - PARCEL 2
Beginning on a concrete monument located in the east margin of the Right at Way or Old Casey's Cove Road, said monument being the southwest corner of the property of Jesse Haun, Jr. and the northwest corner of the property herein described; thence leaving the road N 85°51'30"E 58.41 feet to a concrete monument located in the boundary line of the property or the U.S. Army Corps of Engineers, thence with the government line S 01°38'05" W 308.84 feet to a new iron pin, thence leaving the government line N 88°16'32"W 143.14 feet to an old iron pipe located in the east margin of the right of way of Old Casey's Cove Road, thence with said road N 19°18'24"E 157.14 feet to an old iron pipe, N 16°11'18"E 81.01 feet to an old iron pipe, N 14°26'54"E 76.51 feet to the point of beginning.
TRACT 5 - PARCEL 3
Beginning on a concrete monument located in the north margin of the Right of Way of Old Casey's Cove Road, said monument being the southwest corner of the property of Laurence Cameron and the northwest corner of the property herein described, thence leaving the road N 64°21'35"E 91.36 feet to a concrete monument located in the boundary line of the property of the U.S. Army Corps of Engineers, thence with the government line S 02°31'38"E 14.94 feet to a concrete monument, thence leaving the government line S63°27'15"W 77.45 feet to a concrete monument located in the north margin of the Right of Way of Old Casey's Cove Road thence with said road N 53°55'45"W 16.99 feet to the point of beginning.
Parcels 1, 2, and 3 of Tract 5, contain 6.08 acres+/-, according to a survey conducted by Tennessee Land Surveying Company, Larry Knott, Tenn PLS No. 968, on April 27, 2000.

Note 1: This property maybe subject to overhead or underground utility easements: said easements (if any) may or may not be of record, No search of the records, regarding utility line easements, was conducted by surveyor.
Note 2: See plat of record in Map Slide 208, Register's Office, DeKalb County, Tennessee.

Being a portion of the same lands described in a conveyance from Debra Malone, Clerk & Master, and as Special Commissioner to John Alan Poss, James Lee Poss, and Dana Michelle Poss England, recorded May 23, 2000 in Record Book 117, page 613, Register's Office, DeKalb County, Tennessee. Dana Michelle Poss and Dana Michelle Poss England are one and the same person.

TO HAVE AND TO HOLD said lands, including the appurtenances thereon situated, and all the right, title, estate and interest thereto belonging, to the said MITCHELL BOWMAN and wife, ROBIN BOWMAN, their heirs and assigns forever.

The grantors covenant that they are lawfully seized and possessed of said lands; that they have a good and lawful right to sell, transfer and convey the same; that said lands are

unencumbered; and that grantors do forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

This conveyance is subject to all Governmental rules and regulations and all public utility and private easements and rights-of-way, whether shown of record or ascertainable by a visual inspection of the premises.

This conveyance is made subject to any and all restrictions and encumbrances as may be shown of record in said Register's Office.

IN WITNESS WHEREOF, the grantors have hereunto affixed their signatures on this the 8 day of May, 2015.

John alan Poss

JOHN ALAN POSS
GRANTOR

James Poss

JAMES LEE POSS
GRANTOR

Dana Michelle Poss

DANA MICHELLE POSS
GRANTOR

STATE OF TENNESSEE
COUNTY OF DeKalb

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, the within named grantor, JOHN ALAN POSS, with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office in Smithville, Tennessee, on this the 8 day of May, 2015.

NOTARY PUBLIC

MICHELLE TOLBERT
NOTARY PUBLIC
STATE OF TENNESSEE
DeKALB COUNTY

MY COMMISSION EXPIRES: 10/18/17

STATE OF TENNESSEE
COUNTY OF DeKalb

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, the within named grantor, JAMES LEE POSS, with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office in Smithville, Tennessee, on this the 8 day of May, 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/18/17

TARA MICHELLE TOLBERT
STATE OF TENNESSEE NOTARY PUBLIC
DeKALB COUNTY

STATE OF TENNESSEE
COUNTY OF DeKalb

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, the within named grantor, DANA MICHELLE POSS, with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office in Smithville, Tennessee, on this the 8 day of May, 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/18/17

TARA MICHELLE TOLBERT
STATE OF TENNESSEE NOTARY PUBLIC
DeKALB COUNTY

Return to: Waterstone Title, 1608 Williams Dr Suite 103 MBORO TN 37129

THIS INSTRUMENT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND WITH INFORMATION PROVIDED BY THE PARTIES HEREIN. THE PREPARER OF THIS INSTRUMENT MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE CONDITION OF THE TITLE.

WARRANTY DEED

THIS INSTRUMENT PREPARED BY:
Integrity Title & Escrow, LLC
380 S. Lowe Ave.
Cookeville, TN 38501

SEND TAX BILLS TO:
Name J. Mitchell Bowman, Jr.
Address 1980 Old Fort Pkwy
City Murfreesboro State TN Zip 37129

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

We, **Marty T. Davis and Dawn B. Davis, Co-Trustees of The Marty Trevis Davis and Dawn Blair Davis 2014 Joint Revocable Trust,** have this day bargained and sold, and do hereby transfer and convey unto **J. Mitchell Bowman, Jr. and wife, Robin Bowman,** their heirs and assigns, hereinafter referred to as "GRANTEES", the following described tract or parcel of land located in the TWENTYFOURTH CIVIL DISTRICT OF DEKALB COUNTY, TENNESSEE, as follows:

TRACT 1:
Beginning on a new iron pin located in the east margin of the Right of Way of Casey's Cove Road; said iron pin being the northeast corner of Tract 1 and the southwest corner of the property herein described: thence with said road N 42°33'47" E 103.90 feet to a new iron pin, N 30°17'17" E 603.70 feet to a new iron pin, N 21°50'04" E 296.10 feet to a new iron pin, N 66°58'54" E 75.30 feet to a new iron pin, S 40°31'19" E 69.90 feet to a new iron pin, S 11°45'08" W 236.40 feet to a new iron pin, S 10°00'19" W 159.40 feet to a new iron pin, S 16°48'02" W 238.70 feet to a new iron pin, S 34°43'11" W 89.80 feet to a new iron pin, S 49°22'49" W 122.47 feet to a new iron pin, S 14°40'00" W 83.90 feet to a new iron pin, S 31°43'00" E 146.40 feet to a new iron pin located in the boundary line of the property of the U.S. Army Corps of Engineers; thence leaving the road with the government line N 88°26'51"W319.18 feet to a concrete monument; thence leaving the government line N21° 45'32" W 127.64 feet to the point of beginning, containing 5.25 acres ± according to a survey conducted by Tennessee Land Surveying Company, Larry Knott,Tenn PLS No. 968, on April 27, 2000.

Note 1: This property may be subject to overhead or underground utility line easements; said easements (if any) may or may not be of record. No search of the records regarding utility line easements was conducted by this surveyor.

Note 2: See plat of record in Map Slide 208 R.O.D.C.T.

Map 037N Group B Parcel 39.02

Assessor of Property
DeKalb County, Tenn.
This is to certify that I have copied the names of the vendor and vendees in said deed of conveyance for the purpose of making proper corrections on the roll of assessments.
MAP 37N-B PARCEL 39.02
DATE 6-26-15
TAX YEAR 2016
SCOTT F. CANTRELL ASSESSOR

THE PREVIOUS AND LAST conveyance being a Quitclaim Deed Marty T. Davis and Dawn B. Davis to Marty Trevis Davis and Dawn Blair Davis Co-Trustees of the Marty Trevis Davis and Dawn Blair Davis 2014 Revocable Joint Trust from recorded in Record Book 371, page 1004 Register's Office, Dekalb County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of the lands herein conveyed in fee simple, have a

good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said GRANTEE, his heirs and assigns, against the lawful claims of all persons.

WITNESS our hands this the 23 day of June, 2015.

The Marty Trevis Davis and Dawn Blair Davis 2014 Revocable Trust

By: Marty Trevis Davis
Marty Trevis Davis, Co-Trustee
Co. Trustee

By: Dawn Blair Davis Co-Trustee
Dawn Blair Davis, Co-Trustee

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

PERSONALLY APPEARED before me, Vicky Walker Notary Public of this county, **Marty Trevis Davis and wife Dawn Blair Davis** the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 23 day of June, 2015.

VICKY WALKER NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF PUTNAM

NOTARY PUBLIC

My Commission Expires:
12-27-15

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

The actual consideration or value, whichever is greater, for this transfer is $125,000.00

AFFIANT Dawn Blair Davis

Subscribed and sworn to before me, this the 23 day of June, 2015.

VICKY WALKER NOTARY PUBLIC STATE OF TENNESSEE COUNTY OF PUTNAM

NOTARY PUBLIC REGISTER

My Commission Expires:
12-27-15

Jeffrey L. McMillen, Register
DeKalb County

Rec #:	114452	
Rec'd:	10.00	Instrument #: 172049
State:	462.50	Recorded
Clerk:	1.00	6/26/2015 at 1:48 PM
Other:	2.00	in Record Book
Total:	475.50	383

Pgs 364-365

EXHIBIT FOR DATA REQUEST 2

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Casey Cove Estates Homeowners' Association, Inc.
MITCHELL BOWMAN
1980 OLD FORT PKWY
MURFREESBORO, TN 37129-6928

March 17, 2016

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	**000839778**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	03/17/2016
Filing Date:	03/17/2016 12:33 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2017
Duration Term:	Perpetual	Image # :	B0217-2153
Public/Mutual Benefit:	Mutual		
Business County:	RUTHERFORD COUNTY		

Document Receipt

Receipt # : 002542999	Filing Fee:	$100.00
Payment-Credit Card - State Payment Center - CC #: 3666072912		$100.00

Registered Agent Address:
LARRY KIRK TOLBERT
425 W COLLEGE ST
MURFREESBORO, TN 37130-3535

Principal Address:
MITCHELL BOWMAN
1980 OLD FORT PKWY
MURFREESBORO, TN 37129-6928

Congratulations on the successful filing of your **Charter** for **Casey Cove Estates Homeowners' Association, Inc.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and recieve it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

000839778

CHARTER
NONPROFIT CORPORATION (ss-4418)

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 000839778

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Casey Cove Estates Homeowners' Association, Inc.

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of:

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
LARRY KIRK TOLBERT
425 W COLLEGE ST
MURFREESBORO, TN 37130-3535
RUTHERFORD COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☐ public benefit corporation / ☑ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☑ have members / ☐ not have members.

9. The complete address of its principal office is:
MITCHELL BOWMAN
1980 OLD FORT PKWY
MURFREESBORO, TN 37129-6928
RUTHERFORD COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B0217-2153 03/17/2016 12:33 PM Received by Tennessee Secretary of State Tre Hargett

B0217-2154 03/17/2016 12:33 PM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION (ss-4418)

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 000839778

The name of the corporation is: Casey Cove Estates Homeowners' Association, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
MITCHELL BOWMAN
1980 OLD FORT PKWY
MURFREESBORO, TN 37129-6928

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	MITCHELL BOWMAN	1980 OLD FORT PKWY	MURFREESBORO, TN 37129-

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T.C.A. §48-51-303(a)(1).

☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).

☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Mar 17, 2016 12:33PM
Signature Date

Electronic
Incorporator's Signature

MITCHELL BOWMAN
Incorporator's Name (printed or typed)

State of Tennessee

331723 0455839

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

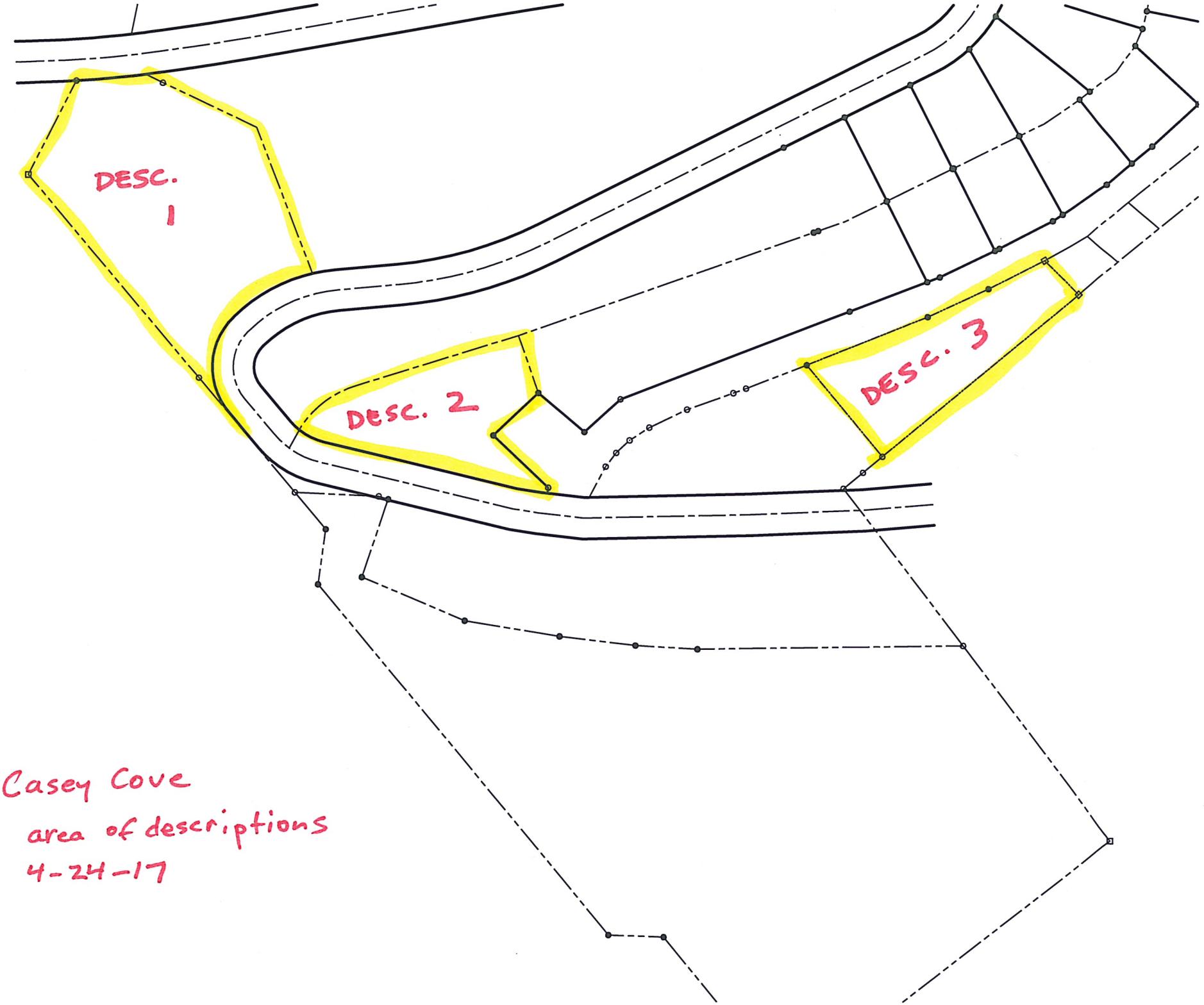
RUTHERFORD UTILITY COMPANY, LLC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 26343
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2019
AGLM UNLIMITED; BC ; MU

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

EXHIBIT FOR DATA REQUEST 3



Casey Cove
area of descriptions
4-24-17

SEC, Inc.
SITE ENGINEERING CONSULTANTS
Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

MAP 37N, GROUP B, P/O PARCEL 39.02
MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN
D.BK. 383, PG. 364
1.616 ACRES

BEING A PORTION OF A LOT, LOCATED IN THE 24th CIVIL DISTRICT OF DEKALB COUNTY, TENNESSEE, SAID PARCEL BEING BOUNDED ON THE NORTH BY THE REMAINING LANDS OF MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN (MAP 37N, GROUP B, PARCEL 39.02; D.BK. 383, PG. 364)), ON THE EAST BY THE RIGHT OF WAY OF CASEY COVE ROAD, ON THE SOUTH BY US CORPS ENG (MAP 13, PARCEL 13; D.BK. 383, PG. 239) AND KENT GREEN (MAP 37N. GROUP B, PARCEL 39.03; D.BK. 135, PG. 20), AND ON THE WEST BY HURRICANE RIDGE ROAD; BEING DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHEAST CORNER OF GREEN IN THE EASTERN RIGHT OF WAY OF HURRICANE RIDGE ROAD; THEN,

1. WITH SAID RIGHT OF WAY N40°51'10"E, 24.77'; THEN,
2. WITH A CURVE TO THE LEFT, RADIUS OF 1683.18', ARC LENGTH OF 58.93', CHORD BEARING OF N38°26'07"E, AND A CHORD LENGTH OF 58.93'; THEN,
3. SERVING THE LANDS OF BOWMAN N70°18'22"E, 147.86' TO THE RIGHT OF WAY OF CASEY COVE ROAD; THEN,
4. WITH SAID RIGHT OF WAY S66°10'45"E, 188.21'; THEN,
5. WITH A CURVE TO THE LEFT, RADIUS OF 200.00', ARC LENGTH OF 108.76', CHORD BEARING OF S15°33'35"W, AND A CHORD LENGTH OF 107.42'; THEN,
6. WITH A COMPOUND CURVE TO THE LEFT, RADIUS OF 85.06', ARC LENGTH OF 128.32', CHORD BEARING OF S41°44'11"E, AND A CHORD LENGTH OF 116.49'; THEN,
7. LEAVING SAID RIGHT OF WAY S04°52'06"W, 0.82' TO THE NORTHERN LINE OF US CORPS ENG; THEN,
8. WITH THE NORTHERN LINE OF US COPS ENG N85°07'54"W, 54.84'; THEN,
9. N85°10'38"W, 318.87' TO THE CORNER OF GREEN; THEN,
10. WITH GREEN N18°29'59"W, 127.66' TO THE POINT OF BEGINNING, HAVING AN AREA OF 1.616 ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL

THIS TRACT IS A PORTION OF THE SAME PROPERTY CONVEYED TO MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN BY WARRANTY DEED IN DEED BOOK 383, PAGE 364 IN THE REGISTER'S OFFICE OF DEKALB COUNTY, TENNESSEE.

SEC, Inc.
SITE ENGINEERING CONSULTANTS
Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

MAP 37N, GROUP B, P/O PARCEL 39.05
MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN
D.BK. 381, PG. 378
0.691 ACRES

BEING A PORTION OF A LOT, LOCATED IN THE 24th CIVIL DISTRICT OF DEKALB COUNTY, TENNESSEE, SAID PARCEL BEING BOUNDED ON THE WEST AND NORTH BY THE REMAINING LANDS OF MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN (MAP 37N, GROUP B, PARCEL 39.05; D.BK. 381. PG. 378), ON THE EAST BY SCOTT H. COLCLOUGH (MAP 37N, GROUP B, 42; D.BK. 158, PG. 113), AND ON THE SOUTH BY CASEY COVE ROAD; BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COLCLOUGH; THEN,

1. WITH COLCLOUGH S01°11'50"W, 74.97'; THEN,
2. N88°16'39"E, 91.37'; THEN,
3. S39°03'45"E, 6.74' TO THE RIGHT OF WAY OF CASEY COVE ROAD; THEN,
4. WITH SAID RIGHT OF WAY S50°56'15"W, 8.64'; THEN,
5. S53°33'09"W, 28.61'; THEN,
6. S58°02'33"W, 239.92'; THEN,
7. WITH A CURVE TO THE RIGHT, RADIUS OF 75.00', ARC LENGTH OF 33.04', CHORD BEARING OF S70°39'44"W, AND A CHORD LENGTH OF 32.77'; THEN,
8. N16°31'27"W, 6.36'; THEN,
9. LEAVING SAID RIGHT OF WAY AND SEVERING THE LANDS OF BOWMAN WITH A CURVE TO THE RIGHT, RADIUS OF 125.00', ARC LENGTH OF 82.78', CHORD BEARING OF N08°17'43"E, AND A CHORD LENGTH OF 81.27'; THEN,
10. N27°16'01"E, 205.83'; THEN,
11. S64°17'53"E, 73.23' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.691 ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL

THIS TRACT IS A PORTION OF THE SAME PROPERTY CONVEYED TO MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN BY WARRANTY DEED IN DEED BOOK 381, PAGE 378 IN THE REGISTER'S OFFICE OF DEKALB COUNTY, TENNESSEE.

SEC, Inc.
SITE ENGINEERING CONSULTANTS
Engineering • Surveying • Land Planning
850 Middle Tennessee Blvd, Murfreesboro, TN 37129
www.sec-civil.com • 615-890-7901 • fax 615-895-2567

MAP 37N, GROUP B, P/O PARCEL 39.05
MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN
D.BK. 381, PG. 378
0.681 ACRES

BEING A PORTION OF A LOT, LOCATED IN THE 24th CIVIL DISTRICT OF DEKALB COUNTY, TENNESSEE, SAID PARCEL BEING BOUNDED ON THE NORTH BY GERARD AND JENNIFER RZEMIENIEWSKI (MAP 37N, GROUP B, PARCEL 27; D.BK. 102, PG. 686), ON THE EAST BY US CORPS ENG (MAP 13, PARCEL 13; D.BK. 383, PG. 239), ON THE SOUTH BY CHRISTIAN L. HASELEU (MAP 37N, GROUP B, PARCEL 33; D.BK. 245, PG. 29), AND ON THE WEST BY THE RIGHT OF WAY OF OLD CASEY COVE ROAD; BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF HASELEU IN THE RIGHT OF WAY OF OLD CASEY COVE ROAD; THEN,

1. WITH SAID RIGHT OF WAY N22°37'02"E, 157.14'; THEN,
2. N19°29'56"E, 81.01'; THEN,
3. N17°33'07"E, 76.28' TO THE SOUTHWEST CORNER OF RZEMIENIEWSKI; THEN,
4. WITH THE SOUTHERN LINE OF RZEMIENIEWSKI N89°10'08"E, 58.41' TO THE WESTERN LINE OF US CORPS; THEN,
5. S04°53'11"W, 308.84' TO THE NORTHEAST CORNER OF HASELEU; THEN,
6. WITH THE NORTHERN LINE OF HASELEU N84°54'06"W, 143.14' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.681 ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL

THIS TRACT IS A PORTION OF THE SAME PROPERTY CONVEYED TO MITCHELL J. BOWMAN, JR. AND ROBIN BOWMAN BY WARRANTY DEED IN DEED BOOK 381, PAGE 378 IN THE REGISTER'S OFFICE OF DEKALB COUNTY, TENNESSEE.

EXHIBIT FOR DATA REQUEST 4

TARIFF OF

INTEGRA WATER TENNESSEE, LLC

SCHEDULE OF RATES, TERMS AND CONDITIONS

FOR

WASTE WATER SERVICE

FOR CASEY COVE SUBDIVISION

Issued By: INTEGRA WATER TENNESSEE, LLC

Address: 600 UNIVERSITY PARK PL STE 275
BIRMINGHAM, AL 35209-6789 USA

Issue Date: TBD
Effective Date: TBD

SCHEDULE OF RATES AND CHARGES

Monthly Waste Water Service	$90.00 per residential unit

Issue Date: TBD
Effective Date: TBD

RULES AND REGULATIONS

Billing and Payment

1. Bills for monthly water service will be mailed to the customer during the first week of each month for water service that month.

2. Water bills shall be paid by the due date on the bill. When the due date falls on a weekend or holiday, the due date shall be the next business day.

Fee For - Failure to Pay Outstanding Balance

The Company shall have the right to institute a late-fee penalty for the customer's outstanding balance for the failure to promptly pay bills in accordance with an invoice. Such fee shall be 1% per month will be applied to the unpaid balance of all bills still past due 25 days after billing date. The Company shall have the right to place a lien on any property in the amount of an outstanding balance plus a late fee to ensure full satisfaction of outstanding amounts.

Customer Duty and Responsibility

Each customer shall have the duty to maintain their wasterwater system on the customer's side of the wasterwater intconnection. Failure to properly maintain service lines may result in the temporary suspension of wasterwater service.

Each customer shall have responsibility to promptly notify the Company of any and all service interruptions, unexpected odors, and leaks of the system for which customer becomes aware.

Public Contact

Customer Service
600 UNIVERSITY PARK PL STE 275
BIRMINGHAM, AL 35209-6789 USA
Phone: 877-511-2911

EXHIBIT FOR DATA REQUEST 5

Anthon Branch

Operations Supervisor

Bailey Region

Education

Louisburg College
Barber Scotia College

Years of Experience

36

Expertise

Well Water Treatment Plant Operation
Wastewater Treatment Operation
Wastewater Treatment Process Troubleshooting
Water & Wastewater Field Laboratory Analysis

Continuing Education

North Carolina Grade IV Biological
North Carolina Land Application
North Carolina WW Collections 2
North Carolina Physical-Chemical 2
Spray Irrigation
North Carolina C-Well
North Carolina B–Distribution
North Carolina Laboratory Certification

Affiliations/Organizations

Rural Water Association
American Water Works Association
Water Environment Federation
North Carolina Water Operators Association
North Carolina Wastewater Operators Association

Primary Business Address

12362 Oak Ave
Bailey, NC 27526

Office: 252.235.4900
Fax: 252.820.9992

PROFESSIONAL EXPERIENCE

Anthony entered the water and wastewater industry in 1980. Anthony worked for Burlington Industries for 18 years operating and maintaining the water and sewer system serving the mill. Upon closure of the mill, Anthony started his career with Envirolink and has been with the company since 1998. At Envirolink, Anthony has a experience in operating and maintaining water and wastewater systems. Some examples of his experience are provided below..

REPRESENTATIVE PROJECT EXPERIENCE

Certainteed Wastewater Project - Function as the Operator in Responsible Charge for a 20,000 gpd extended aeration biological wastewater treatment system. Responsible for completion of the day to day activities related to operating, maintaining, sampling, and regulatory reporting for the system;

Spring Hope, Town of Project – Function as the Operator in Responsible Charge for a 400,000 gpd trickling filter wastewater treatment system, that has since been replaced by a 400,000 gpd extended aeration wastewater system.

Franklinton, Town of Project - Function as the Operator in Responsible Charge for a 1.0 MGD Water Treatment System filter backwash solids separation facility with a NPDES permitted effluent disposal. Manage the day to day activities along with sampling, monitoring & reporting of effluent quality.

Elm City, Town of Project - Mr. Branch responsibilities included daily functions for operating & maintaining 0.25 MGD WW Lagoon Treatment System and Spray Irrigation Facility. Mr. Branch functioned as the Operator in Responsible Charge with responsibilities for operating, maintaining, and managing the daily activities.

Cottonwood WWTP - Function as the Operator in Responsible Charge for a 150,000 gpd trickling filter wastewater treatment system, that has since been replaced by a 150,000 gpd extended aeration wastewater system.

Middlesex, Town of - Function as the Operator in Responsible Charge for a filter backwash system with a NPDES permitted disposal. Manage the day to day activities along with sampling, monitoring & reporting of effluent quality

This is a small assortment of projects Mr. Branch's was been involved with over the years as an operator, or supervisor. Mr. Branch worked for 18 years at Burling Industries and has been with Envirolink for 18 years and has extensive experience with both water and wastewater operation. Anthony is a father and lives in the Louisburg, North Carolina area.

ENVIROLINK

Heather Adams
Director of Operations

Education
BS, Campbell University-Chemistry
Project Management, NC State University

Years of Experience
15

Expertise
Water Treatment Plant Operation
Cross Connection Control
Water Distribution System Operation
Environmental Regulation
Environmental, Health and Safety
Operational Technical Assistance
Utility Management
Project Management

Accreditations
North Carolina A Surface Operator
North Carolina Physical-Chemical Operator
North Carolina Cross Connection Control Operator
North Carolina A Distribution Operator
North Carolina Grade III Collections Operator
North Caroline Grade II Biological Wastewater Operator
Certified Project Manager, NC State University

Affiliations/Organizations
NC Waterworks Operators Association Board Member
NC Board of Examiners Committee Member
Rural Water Association- Associate Member Liaison
American Water Works Association
Water Environment Federation
North Carolina Water Operators Association
North Carolina Wastewater Operators Association

Primary Business Address
4700 Homewood Ct
Raleigh, North Carolina27609

Office: 252.235.4900
Fax: 252.820.9992
Email: hadams@envirolinkinc.com

PROFESSIONAL EXPERIENCE

Prior to joining Envirolink, Inc., Heather Adams has served the Water and Wastewater Industry for the past 15 years in various capacities within water treatment, technical assistance, management, project management, and environmental compliance. Heather began her career as a water treatment plant operator and quickly assumed the responsibilities of becoming a water treatment plant superintendent for a surface water plant in the Sandhills of North Carolina. Ms. Adams was also employed with a publicly traded water utility company and played an instrumental role in the startup for one of the largest utility privatization contracts awarded by the Department of Defense. Ms. Adams is an active member of many National and North Carolina professional organizations where she currently serves on the board for the NC Waterworks Operators Association and is a committee member of the Board of Examiners for Water Treatment Operators. Ms. Adams received her BS Degree in Chemistry from Campbell University and a Certificate in Project Management form NC State University.

REPRESENTATIVE PROJECT EXPERIENCE

City of Sanford Water Filtration Rehabilitation Project-After analyzing the filter media and the turbidity removal efficiency, Ms. Adams successfully managed the rehabilitation of 8 filters which included the installation of an air scour system and filter media replacement in each filter.

City of Sanford TOC Removal– Worked with Staff to install and implement a sulfuric acid feed system to lower the pH in the flash mix which resulted in an increase in TOC removal, therefore decreasing the disinfection by-products in the finished water supply.

City of Sanford Chloramine Project– Worked with Engineers, Contractors and North Carolina Regulators to facilitate the addition of sodium hypochlorite and aqueous ammonia to the City of Sanford's Water Treatment process. This project resulted in lower disinfection by-products in the finished water supply.

City of Sanford Sludge Handling Facility- After analyzing the plants sludge handling capabilities, Ms. Adams worked with the engineers to design, budget and construct a new sludge handling facility at the City of Sanford Water Treatment Plant. This work resulted in increase solids handling capabilities sufficient to meet the requirements of the NPDES Permit.

Fort Bragg SCADA Upgrade - Ms. Adams successfully managed a SCADA system upgrade at Fort Bragg which included distribution and collection system SCADA monitoring for remote elevated storage tanks, booster pump stations, lift stations, and chlorine analyzers throughout the system.

Fort Bragg Backflow Prevention Assembly Testing Project– Ms. Adams successfully managed a 3 year project which included testing over 1200 backflow prevention assemblies throughout the installation.

Fort Bragg Valve Exercising Program– Worked with staff to develop and implement a valve exercising program for the Fort Bragg and Camp MacKall distribution systems.

Fort Bragg Inflow/Infiltration Study– Successfully managed the Fort Bragg collection system study which included CCTV Inspection, Smoke Testing, Manhole Inspections, Flow Metering, and Analysis. Worked with the Engineers on the collection system improvement recommendations that were presented to Fort Bragg for capital improvement planning.

Fort Bragg Lift Station Inspection Report- Worked with the Engineers to complete a visual inspection of 163 lift stations at Fort Bragg with deficiencies observed and final recommendations were provided to Fort Bragg for capital improvement planning.

This is a small assortment of projects Ms. Adams has been involved with over the years. Heather's experience includes Water Treatment Operator, Water Treatment Plant Superintendent, Rural Water Technical Assistance, Environmental Health and Safety, Project Management, and Director of Operations.

IntegraWater

Technical, Managerial and Financial Capabilities

Presented to:

Berkley County, South Carolina

USE AND DISCLOSURE OF DATA – This report includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate IntegraWater's Capabilities. This restriction does not limit the government's right to use information contained in these data if they are obtained from another source without restriction.

Presented By

IntegraWater

August 2014

TABLE OF CONTENTS

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

List of Tables

List of Attachments

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

GLOSSARY – ACRONYMS / ABBREVIATIONS

ACE	American Council on Education
ACGIH	American Conference of Authority Industrial Hygienists
ANSI	American National Standards Institution
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
CADD	Computer-Aided Drafting and Design
CEU	Continuing Education Units
CIS	Customer Information System
CSC	Customer Service Call [Center]
CWA	Clean Water Act
EAM	Enterprise Asset Management
EBIT	Earnings Before Interest and Taxes
EPA	U.S. Environmental Protection Agency
EPRP	Emergency Preparedness and Response Plan
Gpm	gallons per minute
GIS	Geographical Information System
HUB(Zone)	Historically Underutilized Business (Zone)
HBCUs/MIs	Historically Black Colleges/Universities/Minority Institutions
I&I	Infiltration and Inflow
IACET	International Association for Continuing Education and Training
IIPP	Injury & Illness Prevention Program
IntegraWater	IntegraWater, Inc.
MGD	Million gallons per day
MOP	Maintenance Operational Procedures
MSDS	Material Safety Data Sheets
NC DWR	North Carolina Division of Water Resources
NCUC	North Carolina Utilities Commission
NEPA	National Environmental Policy Act

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

NFPA	National Fire Protection Association
NIOSH	National Institution for Occupational Safety & Health
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
OSHA	Occupational Safety & Health Administration
OUs	Operable Units
POTW	Publicly Owned Treatment Works
Psi	pound per square inch
psig	pound per square inch gauge
PWSS	Public Water Supply Section
R&R	Renewals and Replacements
RMP	Risk Management Plan
SCADA	Supervisory Control and Data Acquisition
SDB	Small Disadvantaged Business
SDWA	Safe Drinking Water Act
SICP	Service Interruption Contingency Plan
SEMS	Standard Emergency Preparedness & Response Plan
SC DHEC	South Carolina Department of Health and Environmental Control
USC	United States Code
USEPA	United States Environmental Protection Agency
WEF	Water Environment Federation
WOSB	Woman Owned Small Business

EXECUTIVE SUMMARY

IntegraWater, Inc. ("IntegraWater") is pleased to submit this overview of our Company, our mission, and resources related to the ownership, operation and management of Water and Wastewater Utilities. This Overview is in response to a request by the Berkley County Water and Sanitation Department.

INTEGRAWATER will demonstrate throughout this overview our commitment to our mission to

> *Enhance the quality of life in communities by providing services that protect our natural resources and human health through prudent investment into reliable and responsible delivery of clean drinking water and the responsible disposal of wastewater. In addition, our mission includes assisting communities and governments achieve sustainability by offering the resources required to achieve effective utility management.*

INTEGRAWATER looks forward to the opportunity to demonstrate our superior business plan to Berkley County.

Benefits

INTEGRAWATER's model incorporates both direct and indirect economic benefits, including values associated with economies of scale, consistency and accuracy of cost accounting systems, operational cost efficiencies and best practices, open and transparent pricing, and well-defined pricing structures conducive to cost-control and continual investment. Salient benefits to the Berkley County offered by INTEGRAWATER are summarized as follows.

INTEGRAWATER' Commitment to Berkley County and South Carolina: The ownership and management of utilities is a strategic part of INTEGRAWATER's long-term vision. INTEGRAWATER was incorporated in 2004 and established to enhance the quality of life of in communities by providing services that protect our natural resources and human health through prudent investment into reliable and responsible delivery of clean drinking water and the responsible disposal of wastewater. As an private company, INTEGRAWATER's sole focus is on the management of water and wastewater utilities without fear of distractions to other endeavors. This provides the assurance that it is INTEGRAWATER's interest to ensure long term viability of our assets. Our commitment and performance is demonstrated in our growth and reputation, INTEGRAWATER started in Alabama in 2004 and expanded into North Carolina in 2012. Our first entry into North Carolina was a modest 160 wastewater customer system located in Pender County, North Carolina. Since then we have grown to approximately 3,000 customers in North Carolina with a backlog of over 2,500 future

customers. We have been recognized by NC DENR officials in our ability to take non-compliant water and wastewater system and turn them into vibrant, reliable assets.

Open and Transparent Rate Structures: Our business plan is predicated on prudent investment and responsible rates. Our pricing formulas (i.e., pricing/rate structure) is an equitable model that is reviewed, supported and would be approved by the South Carolina Utilities Commission (SCUC). Our price structure is developed in an open, transparent fashion with each value supported through visible spreadsheet calculations including references to data sources relied upon in our methodology. This methodology promotes ease of review and analysis by the SCUC.

INTEGRAWATER's Ownership: INTEGRAWATER is an Alabama AMERICAN-OWNED and operated family corporation. INTEGRAWATER's owners live in North Carolina and Alabama with our corporate headquarters located in Birmingham, Alabama. Our ownership and management bring over 200 years of combined utility management experience have operated and managed utilities ranging in size from 20,000 gpd to over 50 MGD. Our commitment to our customers, our employees and our communities, make INTEGRAWATER a sought out employer, by those in the industry, attracting some of the best talent in the Southeastern United States.

INTEGRAWATER's rate structures illustrates numerous economies of scale including access to personnel, expertise, equipment, and the purchasing power of INTEGRAWATER. INTEGRAWATER utilizes the well-defined National Association of Regulatory Utility Commissioners (NARUC) Chart of Accounts, accounting practices and cost reporting of regulated utilities and extensive financial resources, to ensure proper operation, maintenance and management of our utility infrastructure.

Long-Term Cost Control Measures: INTEGRAWATER operates, maintains and manages its water and wastewater assets in the most cost effective and efficient manner by implementing long-term cost controls over its utility based on best industry practices. Our long-term cost control measures include separation and creation of an independent set of accounts responsive to the NARUC Chart of Accounts, and a prudent preventive maintenance and inspection program. Our strategy for operation, maintenance and management of our assets is focused on our firm understanding of the need for investment into our infrastructure to ensure it is a vibrant asset for future generations. INTEGRAWATER has developed what is termed a utility ratebase business model. This model has a proven history of providing an incentive to companies to invest in infrastructure. What separates INTEGRAWATER is our understanding that this is a long term investment strategy, coupled with our philosophy on reasonable rates, allows us invest in our infrastructure while maintaining a reasonable rate to the customers.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

Strong Demonstrated Financing Capacity: While INTEGRAWATER is relatively small in the industry our technical expertise, resources, approach and service level have resulted in an average revenue growth of over 25% per year, and through strategic relationships, INTEGRAWATER has access to extensive private investment sources, which ensure quick and flexible access to the capital markets to meet both scheduled and more importantly, unexpected capital requirements.

Community Minded: INTEGRAWATER's goal is to work with local government officials and leaders to support the mission of the community. Our support of local governments is demonstrated by our investment back into the communities where we operate. It is common to see INTEGRAWATER employees or our investment at work in our communities.

System Enhancements: INTEGRAWATER utilizes the industry framework of Effective Utility Management developed and endorsed by AWWA, EPA, NAWC and other agencies. Thus, INTEGRAWATER develops and implements annual, five year and ten year operating and capital budgets that help us assure a vibrant Service Program, Renewal and Replacement Plan and Capital Improvement Plan that ensures that the assets in Berkley County are properly modernized as necessary to maintain the value of the assets and provide reliable and cost-effective service.

The Renewal and Replacement Plan includes projects necessary to replace or renew facilities and equipment at the time when they have reached the end of their useful lives or when it becomes more costly to repair the facilities or equipment than to replace them.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

1 FINANCIAL CAPABILITY

1.1 INTEGRAWATER Introduction

INTEGRAWATER is an Alabama American-owned corporation. INTEGRAWATER has proudly served the Southeastern United States water market since 2004. INTEGRAWATER, as a regulated utility, is responsible for the operations of wastewater assets in Berkley County, providing the same level of reliable, responsive service that has been provided for over 10 years to the Alabama and North Carolina public. INTEGRAWATER, is proud of its origin as a regulated utility established to assist Communities with their water and sewer infrastructure.

INTEGRAWATER, and its affiliates, service over 30,000 customer accounts across the state of North Carolina and Alabama. INTEGRAWATER's financial strength and growth is generated through its strategic initiatives supported by reinvestments and continual enhancement/improvement of services for all operations.

1.2 Local Business Past Performance

INTEGRAWATER categorizes its local business efforts base on a three tiered system. A description of each tier, associated efforts and past performance is provided below.

Tier 1 – Within Jurisdiction

Tier 1 Local Business are local businesses located with the county where IntegraWater owns and operates water and wastewater infrastructure. IntegraWater seeks to identify and qualify Tier 1 local business for either direct support or standby support as needed during emergency conditions.

Tier 2 – Supports Jurisdiction

Tier 2 Local Businesses are local businesses located with a reasonable commuting distance to the County where IntegraWater owns and operates water and wastewater infrastructure. These business are likely to employ residents of the County and thus this effort supports the local government where IntegraWater owns and operates water and wastewater infrastructure. IntegraWater seeks to identify and qualify Tier 2 local businesses for both direct support and standby support as need during emergency conditions.

IntegraWater is an American Owned business with current operations across the States of North Carolina and Alabama (See Figure 2). IntegraWater subcontracts certain services to various business across the State of North Carolina and Alabama and intend to subcontract services to local businesses around Berkley County.

Figure 2. INTEGRAWATER's North Carolina Operations Footprint

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

INTEGRAWATER's Alabama Operations Footprint

Tier 3 – within the State of the Jurisdiction

Tier 3 local businesses are businesses located within the state of the where IntegraWater owns and operates water and wastewater infrastructure. IntegraWater is an American Owned business with operations across the State of North Carolina and Alabama (See Figure 2). Nearly all of IntegraWater subcontracted services are through relationships with other American owned businesses in the Southeast. Some examples of services provided to INTEGRAWATER through Southeastern businesses include:

- Crowder Construction – General Contracting, North and South Carolina
- WK Dickson – Engineering, Southeastern Engineering Firm with operations in SC, NC, and GA.
- Burgin Engineering – Engineering Firm in Columbia, SC
- Goodwyn, Mills and Cawood – Engineering, Southeastern Engineering Firm with operations in MS, AL, GA and SC.
- Underwood and Associates – Pump/Motor and Electrical Control Repair/Replacement, Sanford, NC
- First Data – Customer Bill Production, Mt Airy, NC
- Cardinal Construction – General Contracting, Citronelle, AL
- PF Moon and Co – Wastewater Plant General Contractor – West Point, GA
- Layne Heavy Civil – Pipeline Construction and General Contracting
- Reliance – General Contracting (Minority Disabled Veteran Owned 8A Small Business), Knightdale, NC
- Gaines Construction – General Contracting (Disabled Veteran Owned Business), Raleigh, NC
- Numerous others SC, NC & AL businesses

1.3 Subcontracting Plan Effort

INTEGRAWATER will ensure that any and all interested subcontractors, especially small businesses, SDBs, WOSBs, HUBZone Firms, and HBCUs/MIs (historically black colleges/universities/minority institutions) have an opportunity to work with INTEGRAWATER on the multitude of tasks required to operate, maintain, and renew and replace and upgrade the wastewater systems in Berkley County. INTEGRAWATER will also source supplies from a variety of small businesses, including SDBs, WOSBs, and HUBZone businesses. The INTEGRAWATER Team regularly completes and manages similar subcontracting efforts in conducting its daily business, and realizes the value that subcontracting to a variety of small businesses affords its customers.

1.4 Insurance

INTEGRAWATER is fully insured against all perils, including general Liability, property, casualty, pollution, workers compensation, etc. Our policy limits are $1MM/$3MM with an excess liability (umbrella) policy in place.

1.5.1 Proof of Insurance Coverage

Upon request INTEGRAWATER will provide appropriate certificates of coverage and keep them updated annually, or as required by the County.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

1.1.1 Catastrophic Loss

In the event of catastrophic loss, INTEGRAWATER carries all peril property and casualty insurance including flood, wind, and named storm coverage.

1.2 Default by IntegraWater

In the event of a default by INTEGRAWATER or an abrogation of its responsibilities, the bond as required by the South Carolina Public Service Commission would be drawn. The minimum bond is $100,000. The Public Service Commission and/or DHEC would appoint a receiver and find either a purchaser of the system or another utility would agree to assume ownership. The County would not be held responsible for maintaining or operating the system.

In practical terms, INTEGRAWATER is a growing company with operations serving a population of over 30,000. If we were to default or abrogate our responsibility in any way, it would effectively terminate any future growth. As the County is well aware, it takes a career to earn a reputation and one bad project to ruin that reputation. The full strength of INTEGRAWATER stands behind the French Quarter Farms project.

2 EXPERIENCE AND PAST PERFORMANCE

2.0.1 General

INTEGRAWATER anticipates owning, operating, maintaining, and managing the wastewater utility facilities for the French Quarter Farms project in Berkley County in accordance with Industry Best Practices.

2.0.2 Experience of IntegraWater, Inc.

Below are several projects that IntegraWater and its Management have operated, maintained, and managed through the years.

Federal/Military

Military Water and Wastewater Treatment System, Cumberland County, North Carolina –Responsible for the overall operation, maintenance and management of a 6.0 MGD water and 8.0 MGD wastewater system serving a population of 95,000. Managed the startup of one of the largest Water/Wastewater Public Private Partnerships in North Carolina and Department of Defense history.

Municipal

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

Municipal Public Works, Wilson County, North Carolina – Since 1997, responsible for the complete public works of the town located in Wilson County. This includes the overall operation, maintenance and management of 5 groundwater treatment wells, a 0.24 MGD spray irrigation wastewater system, collection system, distribution system, and lift stations. Perform routine and corrective maintenance activities on water distribution system. The system serves approximately 1,370 customers.

Municipal Public Works, Nash County, North Carolina – Starting in 2004 and expanding service in 2011, responsible for the complete public works of the town located in Nash County. This includes the overall operation, maintenance and management of 4 groundwater treatment wells, a 0.4 MGD wastewater treatment facility, collection system, distribution system, cross connection control, fats oil & grease program and 6 lift stations. Perform routine and corrective maintenance activities on water distribution system. The system serves approximately 1,300 customers.

Town Water and Wastewater Systems, Franklin County, North Carolina **–** Starting in 2007 and expanding service in 2011, Responsible for the operation, maintenance and management of 1.0 MGD water treatment plant, cross connection control program, water distribution, FOG program and wastewater collection system located in Franklin County, NC. This system serves approximately 400 customers.

Town Wastewater Treatment System, Franklin County, North Carolina **-** Responsible for the operation, maintenance and management of 0.15 MGD wastewater treatment system located in Franklin County, NC. This system serves approximately 400 customers.

Town Water Distribution and Wastewater Collection System, Franklin County, North Carolina **–** Since 2006, Responsible for the operation, maintenance and management of water distribution and wastewater collection system located in Franklin County, NC. This system serves approximately 400 customers.

Town Water Distribution and Cross Connection Control Systems, Warren County, North Carolina **–** Since 2005, responsible for the operation, maintenance and management of water distribution system and cross connection control program for a municipality located in Warren County. This system serves approximately 1,000 customers.

Town Water and Wastewater Treatment System, Caswell County, North Carolina – Since 2011, **r**esponsible for the overall operation, maintenance and management of a 1.0 MGD surface water and 0.45 MGD wastewater system. These systems serve a population of approximately 2,300 customers.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

Town Water Treatment Plant, Stanly County, North Carolina – Since 2011, responsible for the overall operation, maintenance and management of a 2.0 MGD surface water treatment plant. This system serves a population of approximately 2,100 customers.

Town Water and Wastewater System, Edgecombe County, North Carolina – Since 1999, responsible for the operation, maintenance and management of the collection system and distribution system, including seven lift stations and cross connection control program. This system serves approximately 2,300 customers.

Town Water and Wastewater System, Johnston County, North Carolina **–** Since 1999, responsible for the operation, maintenance and management of 0.250 MGD wastewater treatment facility. This system serves approximately 1,260 customers.

Town Cross Connection Control Program, Johnston County, North Carolina **–** Since 2010, responsible for the management of the Town's Cross Connection Control Program. This system serves approximately 10,000 customers.

Private

Town of Creola, Alabama Wastewater Treatment System, Mobile County, Alabama – Responsible for the operation, maintenance, management and ownership of 1.5 MGD Wastewater System utilizing a sequencing batch reactor process and direct discharge to the Mobile River, in an innovative Public/Private Partnership with the Town of Creola, Alabama. This system handles domestic wastewater, industrial wastewater from various manufacturing plants, and third party liquid waste including leachate, septage and grease trap disposal. The facility is permitted and expandable to a capacity of 5.0 MGD providing for the long term growth of Creola, Alabama.

Private Wastewater Treatment System, Auburn, Alabama - Responsible for the operation, maintenance, management and ownership of 0.1 MGD Wastewater System utilizing an Aerated Lagoon System, Trickling Filter and Spray Irrigation serving various student developments..

Private Wastewater Treatment System, Cullman, Alabama - Responsible for the operation, maintenance, management and ownership of 0.1 MGD Wastewater System utilizing an Aerated Lagoon and Spray Irrigation. This facility was purchased from the Town of South Vinemont, Alabama in 2007, enabling them to realize the long term goal of constructing recreation and athletic facilities for the Town.

Private Wastewater Treatment System, Madison County, Alabama - Responsible for the operation, maintenance, management and ownership of 0.5 MGD Wastewater System utilizing a sequencing batch reactor process, filtration and direct discharge to north

Branch of the Flint River. As growth continues the system will be expanded to its full permit capacity of 3.0 MGD to ultimately serve over 12,000 customers.

Private Wastewater Treatment System, Chatham County, North Carolina **-** Responsible for the operation, maintenance and management of 0.25 MGD Wastewater System utilizing a MLE Activated Sludge and Spray Irrigation. System will be expanded to 0.75 MGD in the next few years. This system will have over 2,500 connections when fully built out.

Private Spray Irrigation Wastewater Treatment System, Wake County, North Carolina **-** Responsible for the operation, maintenance and management of 0.2 MGD Reclaimed Wastewater System utilizing an Activated Sludge and Spray Irrigation Disposal.

Private Water and Wastewater Treatment System, Johnston County, North Carolina **-** Responsible for the operation, maintenance and management of 0.75 MGD Wastewater System utilizing a MLE Activated Sludge process with effluent discharged to waters of the state NPDES permit.

2.1 About INTEGRAWATER

Since 2004, IntegraWater has provided water and wastewater utility service to over 30,000 people. The investment in our people, processes, systems and equipment allows us to provide our customers with preventative care, routine operations and maintenance, and 24-hour emergency service.

IntegraWater's headquarters are located in the Birmingham Alabama. We are proud to be a 100% American owned family business and take great pride in working with local governments and developers throughout Southeast.

Through the years, IntegraWater's management and Advisory Board members have developed deep relationship with leaders throughout South Carolina, North Carolina, Georgia, Alabama and have been involved in board level roles with organizations such as the Golden Leaf Foundation, NC Progress Board, UNC-Chapel Hill, the Presidents Board of the University of Alabama – Birmingham (UAB), the UAB Comprehensive Cancer Center Board of Advisors, The McWane Science Center and the Innovation Depot, an entrepreneurial incubator based in Birmingham, AL. These relationships enable our company to play an active role throughout in the operation and management of our utility systems.

IntegraWater is honored that we have been entrusted us with such vital assets and we take our responsibility seriously. Part of our responsibility is to integrate with the community. The citizens of our communities—the ultimate recipients of our services—must trust and respect us. We are committed to providing a superior level of service and management, but also to being an outstanding corporate citizen by remaining a vital

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

and contributing member of the communities we proudly serve. We develop program plans that typically include public education (with a focus on the environment), community relations and public outreach, environmental awareness, and economic development and industrial recruitment. Our personal involvement in the community adds a valuable dimension to our ability to understand customer needs—allowing us to continually enhance the services we provide. We strive to make a difference by lending a helping hand wherever it is needed to improve the quality of life and earn the respect of those who have entrusted vital aspects of their community to our care.

IntegraWater's management includes seasoned utility management and finance professionals and will provide financial support to assist IntegraWater with its commitments and future responsibilities. Our financial resources enable IntegraWater to make investments in our people that allow the company to stay on the leading edge of trends in the water and wastewater industry. IntegraWater's management team has depth and experience with a broad background in operations, water quality and standards, water resource management, billing, water conservation, utility engineering, design and construction standards, wastewater quality and standards, BMP inspections, cross-connection, backflow inspection and testing, utility geospatial programs, asset management, inspections, maintenance, regulation, customer advocacy, budget management, capital planning, environmental, ordinances, engineering, design, construction, safety, rate analysis and service regulations.

IntegraWater is in the process of forming a Limited Liability Company, which is the entity that will become the owner of the wastewater system in Berkley County. IntegraWater offers a highly qualified staff that can effectively operate and manage utilities. IntegraWater's management infrastructure is fully capable of dealing with all issues relating to the provision of efficient, reliable and best in class customer service.

IntegraWater's capital planning and investment allow us to ensure proper maintenance and replacement, making IntegraWater a leader in the industry. Some examples of the activities IntegraWater routinely performs include smoke testing, leak detection, sewer jetting and rodding, lift station cleaning, CCTV, right-of-way maintenance, stormwater and sewer blockage clearing, point repairs, meter replacement, service installation, backflow inspection and testing, spray field cover crop maintenance, mowing, traffic control, and other specialty repairs.

Our organization has evolved to maximize its technical, managerial, administrative and equipment capabilities and recently has coupled those resources with the latest advances in geospatial and asset management technology in order to provide us with the latest in Asset Management and Utility Optimization. Our experience, broad background and team approach allow us to utilize all of the company's resources to managing utilities and solving problems.

Some of the memberships and accomplishments of IntegraWater and its staff include:

- Certified Biological Wastewater Operators
- Certified Distribution Operators
- Certified Water Treatment Operators
- Certified Physical/Chemical Operators
- Certified Collections System Operators
- Certified Surface Water Treatment Operators
- Certified Well Water Treatment Operators
- Cross Connection Certified Operators
- Spray Irrigation Certified Operators
- Land Application Certified Operators
- Subsurface Certified Operators
- Backflow Prevention Operators
- Member of Rural Water Association
- Member of American Water Works Association
- Member of American Society of Military Engineers
- Member of Water Operators Association
- Member of Wastewater Operators Association
- Member of American Public Works Association
- Member of American Society of Civil Engineer
- Member of National Association of Water Companies
- EPA Water Sense Partner

It is our philosophy that by working closely with our communities and investing into our assets, we add value to our communities and further our community's goals. Our approach is to partner with you, bringing our expertise and resources to the benefit of your citizens. We strive to understand our communities' unique challenges and work to ensure that IntegraWater is operating as a value added member of the community.

IntegraWater uses an approach that applies five keys to the Ten Attributes identified by the US EPA, National Association of Water Companies, and other professional organizations as those critical to the overall perform of utilities. When applied successfully the application of the five keys (Leadership, Strategic Planning, Organizational Approach, Measurement, and Continuous Improvement) to the Ten Attributes, allow us to achieve the new standard of excellence: Effective Utility Management.

IntegraWater Advantages

IntegraWater offers significant advantages. Included in these are:

SUBSTANTIAL RESOURCES – IntegraWater is a relatively small company but has the expertise and experience to provide the management, operation, maintenance and

regulatory support of the larger firms. Our staff are trained and experienced in all facets of water and wastewater ownership, management, operations, maintenance, engineering, and customer service.

ASSET PRESERVATION – IntegraWater has established procedures for managing assets. Over the years, IntegraWater has developed best practices policy and procedures that allow us to "*Plan the Work and then Work the Plan*". Our philosophy is to properly maintain our assets with qualified people to ensure that the assets reaches its design life and then reinvest on a vibrant Renewal and Replacement program when an assets useful life has been exhausted.

GEOSPATIAL TECHNOLOGY –IntegraWater has invested significantly into Geospatial and Asset Management Technology as a tool to help us manage our service and utility assets. With Geospatial Technology and Asset Management techniques, IntegraWater can better manage assets and has moved utility operations from reactive to proactive. The effective use of information in water, wastewater, and storm water utilities is rapidly becoming a major requirement for successful management. The amount of information that must be managed is increasing, and the technology required to manage the information is rapidly changing. The need for enterprise solutions has become apparent, and the vision of a single integrated information management system has been realized. A geographic information system (GIS), although an important tool, is just one of the many tools needed to supply managers with the information required to make decisions that will have a significant impact on the utilities' ability to provide the services demanded by their customers.

Typical benefits include:

- Monitor and model a utility system from one central location – GIS desktop
- Update utility system (as reflected from field or as-built drawings)
- Produce standard and custom map products
- Integrate computer-aided design (CAD) drawings into the GIS environment
- Integrate with other enterprise systems such as:
- Work management systems
- Document management systems
- Customer information systems
- Analyze installed utility network for capacity planning and capital improvement projects.
- Manage operations activities, such as leaks, repairs and inspections.

EMPHASIS ON QUALITY – IntegraWater has an established Quality Control Plan that provides appropriate methods, and procedures necessary to ensure that our customers are provided with reliable, responsive, cost-effective, and high quality utility services on a long-term basis. This Plan ensures our operations conforms to industry standards, and fully meet the service expectations of our customers. In the event of non-

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

compliance with state or federal regulations, IntegraWater is able to quickly assess the root cause and immediately initiate corrective action to address the issue.

EMPLOYEE DEVELOPMENT-- Our employees are the backbone of our success. In recognizing their value, IntegraWater gives employees the training, tools, and responsibility to deliver exceptional services. At IntegraWater, we do not simply offer “a job”—we offer a career.

MANAGEMENT EXPERTISE-- IntegraWater provides a qualified, experienced project manager that is involved with the project every step of the way. IntegraWater’s management programs help maximize employee productivity and efficiency. Our proven management systems assist our associates in working smarter, not just harder.

3 INTEGRAWATER’S OPERATING PLAN

3.1 Objectives

Berkley County is seeking to ensure that the responsibilities and risks of the operation, maintenance and management of a private water and wastewater treatment system do not become a burden on the current customers or county staff. The INTEGRAWATER Team has in excess of 200 years of cumulative experience in the operation, ownership, management and maintenance of utility services. INTEGRAWATER’s experience is not merely in the operation of utility systems, but most importantly in the long-term systematic management necessary to provide the reliable, sustainable service necessary to meet evolving customer and client needs. INTEGRAWATER brings this same experience and proven business solution to each of its projects.

3.1.1 Conveyance of the Assets

INTEGRAWATER understands that ownership, operation, maintenance and management responsibilities will transfer to INTEGRAWATER upon execution of Asset Purchase Agreement with the Developers. It is also understood that all underlying land will be transferred to INTEGRAWATER. INTEGRAWATER will work with the Developers, County, Local Government Commission and the State of South Carolina to ensure that a vibrant utility system is designed, permitted and constructed.

3.1.2 High Quality / Reliable Service

INTEGRAWATER operates and maintains its utility systems in accordance with federal, state, and local regulations relating to the operation, maintenance and management of water and wastewater systems. The utility systems are operated in accordance with the standards developed by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), and the American Society for Testing and Materials (ASTM) as well as our own standards developed over 200 years of operation experience. The customers and Berkley County will benefit from the INTEGRAWATER Team’s experience in adopting and developing operational, maintenance, and system design standards. Our extensive management

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

team experience includes working with federal regulatory agencies such as the United States Environmental Protection Agency (EPA), US Department of Defense, NC DENR, and the Occupational Safety and Health Administration (OSHA). The INTEGRAWATER Team also implements industry and commercial standards promulgated by the AWWA and stringent state and local requirements as part of its operations. INTEGRAWATER emphasizes not only technical requirements but also cost-effective practices, such as water and energy conservation, electronic asset management, and maintenance activities that will extend the service lives of equipment and infrastructures. Section 3.2 details the INTEGRAWATER service standards; Section 3.3 details our renewals and replacements procedures.

3.1.3 Investment Capability

INTEGRAWATER has access to the significant financial resources necessary to meet routine requirements as well as unforeseen emergencies, including major equipment failures and system repairs. The ability to finance and implement long-term capital projects for infrastructure replacement, sustained system reliability, and improved customer service has been the hallmark of INTEGRAWATER and its Utility Operation, Maintenance and Management sister company's success, longevity, and stability. INTEGRAWATER's financial resources is available to fund unanticipated capital investment, unanticipated expenditures, technological enhancements, and system modernization requirements necessary to ensure reliable service and improve existing operational efficiencies, reduce outages, and improve operational dependability. Our comprehensive plan targets advances in technology in order to reduce costs as well as improve performance and reliability. Section 1 contains additional information regarding INTEGRAWATER's financial capabilities.

3.1.4 Response to Emergency Conditions

INTEGRAWATER has developed a proven protocol for responding to disasters and emergency situations whether natural (earthquakes, hurricanes, floods, wind damage, etc.), mechanical, or acts of a public enemy, to ensure rapid and priority response. Our experienced and capable team can be mobilized and dispatched from other locations to assist in the resumption of normal operations, when necessary. A critical element of our emergency response is our contingency plan that supplements personnel and equipment with pre-qualified local subcontractors and vendors as needed. Section 3.4 details INTEGRAWATER's disaster response procedures.

3.1.5 Adaptability

INTEGRAWATER utilizes a comprehensive planning model to address the changing requirements of the utility, including possible changes in mission, customers, manpower requirements, and technological solutions. The INTEGRAWATER plan likewise addresses possible changes in technical and budgetary requirements likely to impact service and capitalization requirements. INTEGRAWATER utilizes a planning approach that correlates water and wastewater system capital requirements with an all-inclusive preventive and corrective maintenance program. This comprehensive plan provides the

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

necessary performance measures to provide economic efficiency and budgetary controls while ensuring secure, reliable service combined with technological enhancements. This plan is reviewed and updated annually with INTEGRAWATER management for integration with utility planning requirements and is adapted to changes in the legal requirements or accepted industry standards.

3.1.6 Performance Measures

INTEGRAWATER has developed a number of plans to ensure that the performance measures are met and to ensure efficient coordination of the four main activities associated with management of our utility systems: operation and maintenance, renewals and replacements, emergency and safety, and Program Management. Each of the plans developed by INTEGRAWATER becomes part of our Master Plan that details the procedures to be followed in accomplishing the overall goal of long-term dependable utility service at the least possible cost. The following table details the components included in the Master Plan:

Table 1-2 Master Plan Components

A. Operations and Maintenance
    1. System Operation Plan
    2. System Maintenance Plan
    3. Water Quality Plan
    4. Service Request and Outage Plan
B. Renewals and Replacements
    1. Short-Term Renewal and Replacement Plan
    2. Near-Term Renewal and Replacement Plan
    3. Long-Term Renewal and Replacement Plan
C. Emergency / Safety
    1. Emergency Preparedness and Response Plan
    2. Service Restoration Plan
    3. Risk Management Plan
    4. OSHA Compliance Plan
D. Program Management
    1. Water Conservation Plan at WWTP
    2. Energy Conservation Plan at WWTP
    3. Miscellaneous Consumer Reporting and Budget Planning

The System Operation Report is the vehicle used by INTEGRAWATER to verify that the performance measures are being met. INTEGRAWATER provides the System Operation Report to management on an annual basis. It contains a narrative and statistics regarding items such as water quality, effluent quality, water production, wastewater production, water treatment water losses, sanitary sewer overflows, CIP

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

status, plant renewal and replacement projects, work-related injuries, etc. These results are compared with the goals identified in the Master Plan with a description of how future improvements can be achieved.

The Master Plan is the road map for achieving the INTEGRAWATER goal of high quality, reliable water service at the lowest long-term cost. INTEGRAWATER will initiate the process of incorporating this project into its Master Plan upon execution of an Asset Purchase Agreement and SCUC approval. Existing system information is the first data incorporated into the Master Plan, followed by INTEGRAWATER standard operating procedures. Existing plans and specifications are updated into a single GIS format and included in the Operations and Maintenance portion of the Master Plan. Capital requirements are categorized into long-term renewal and replacement schedules based on the completed as-built information. Master planning encompassing all aspects of utility OM&M is initiated and maintained to ensure that all performance measures are either met or exceeded.

3.1.7 Service Standards

To meet today demanding requirements, INTEGRAWATER requires economical, high quality, reliable service. INTEGRAWATER provides operation, maintenance and management consistent with industry best practices to ensure reliable service is provided. INTEGRAWATER shall operate, maintain, renew and replaces this utility system with the same high level of service that our other utility systems receive. INTEGRAWATER shall conduct its activities with the purpose of realizing the high quality performance standards and regulatory compliance specified by the EPA, OSHA, South Carolina Department of Health and Environmental Control (SCDHEC), and other applicable agencies.

3.2 Wastewater Effluent Quality

Effluent water quality criteria must ensure that the treated wastewater supplied is safe and suitable for disposal and meets state and federal standards. The treated effluent should not be offensive to the senses and should become a valuable resource. INTEGRAWATER operates its utility systems in a manner consistent with meeting these requirements.

INTEGRAWATER follows an established and rigorous effluent quality assurance program that includes several levels of testing consistent with state and federal regulations. On a regular basis, INTEGRAWATER will collect effluent samples to analyze for bacteriological quality, chemical quality, pH, chlorine residual, turbidity, and other parameters that indicate the effluent is safe for proper disposal. In addition, INTEGRAWATER will perform more complete effluent quality analyses as required by the Clean Water Act (CWA), and SC DHEC. This analysis includes any that may be required by one or more of the several system permits. In the event that effluent quality fails to meet bacteriological, chlorine residual, or other requirements, INTEGRAWATER

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

anticipates incorporation of an upset holding basin that will store the treated effluent until normal plant operation is restored. Facility inspections help ensure the effluent quality produced from the plant is suitable for disposal. INTEGRAWATER personnel and management are available to assist with such inspections and local or state regulatory agencies.

3.2.1 System Reliability

INTEGRAWATER maintain its utility systems according to all service requirements mentioned. System reliability is ensured through both preventive maintenance and renewal and replacement programs. The successful preventive maintenance utilized by INTEGRAWATER is customized for each of its utility systems using equipment manufacturers technical data and recommendations as well as industry standard practices. INTEGRAWATER maintenance personnel follow a scheduled procedure where they will inspect and perform the necessary maintenance activities. During the performance of scheduled maintenance, any problems encountered are remedied as soon as possible.

While the INTEGRAWATER maintenance activities allow equipment to operate reliably during its design life, there is a point at which the cost of maintenance exceeds the cost of renewals or replacement. The detailed records maintained regarding system reliability will assist in indicating when assets should undergo a major overhaul or total replacement to ensure system reliability.

The INTEGRAWATER process of maintaining system reliability rests on a preventive maintenance program coupled with a renew and replace program as they reach the end of their useful lives. Additional information on the INTEGRAWATER maintenance procedures is found in Section 3.2.6: Programmed Maintenance. Section 3.3: Capitalization of the Asset provides more information on the INTEGRAWATER renewals and replacement program.

3.2.2 Maintaining System Operation

System monitoring incorporates primary instrumentation (sensors), secondary instrumentation (transmitters and recorders), and systems such as Supervisory Control and Data Acquisition (SCADA) for controlling and monitoring the utility systems. Meters measure and record the volume of water flowing in the line. Flow is the most important system measurement and is used to account for wastewater treated and pumped to disposal, chemical flow pacing, and long-range planning. INTEGRAWATER personnel will monitor effluent storage basin levels and pump operations to ensure adequate pressure and flow are available.

3.2.3 Wastewater System Permitting

Effluent discharge limits are established by the federal Clean Water Act (CWA), including limitations related to the waste category, type of discharging facility (e.g., new or existing), and point of discharge. Direct discharge is monitored and limited pursuant

to SCDHEC permits for wastes treated by INTEGRAWATER-owned treatment facilities. Effluent discharge limits related to the indirect discharge to a receiving water body via a sewage collection system and treatment works are limited by the INTEGRAWATER sewer use policy and pretreatment standards.

SC DHEC retains permitting authority under the CWA for the South Carolina systems. These permits are typically issued for five years, as such, this permit will require renewal every five years.

3.2.4 Unscheduled Blockages Response Times

As noted earlier, INTEGRAWATER operates its CSC Center in Birmingham, Alabama and Bailey, North Carolina 8 hours a day, 5 days a week excluding holidays. During non-business hours, INTEGRAWATER maintains an after hours answering service with on-call personnel 365 days per year. This INTEGRAWATER CSC Center is in addition to the local Service Centers (SCs) that will be located within Berkley County. INTEGRAWATER policy is that personnel respond within 90 minutes of notification for unscheduled system blockages during non-duty hours. The local SCs will record and assign a tracking number to all service requests. Section 3.8 contains additional information regarding service requests and service request logging procedures.

3.2.4.1 Emergency Service Requests

During Duty Hours, the INTEGRAWATER will respond to the emergency within 45 minutes for any call received for its utility system. For Non-Duty Hours, an INTEGRAWATER representative will respond to the emergency within one and half hours. If needed, repair crews trained and knowledgeable about the system are notified to respond immediately. The emergency situation will either be remedied or downgraded to non-emergency status within 24 hours.

Also see Section 3.4 for INTEGRAWATER plans for Disaster Response and the Service Call Flow Chart in Section 3.8, Service Requests.

3.2.5 Safety of Personnel and Property

INTEGRAWATER complies with all OSHA, industry-adopted, and Berkley County - specific health and safety standards. INTEGRAWATER will continuously instruct its employees in all appropriate safety measures and conduct periodic safety training sessions. Employees are provided with all necessary safety equipment. All subcontractors are required to comply with comparable safety standards and programs. INTEGRAWATER's Safety Assurance Program records the safety performance of its operations and ensures that required safety precautions are followed. The safety programs are further discussed in Section 3.5.2.

INTEGRAWATER personnel are highly trained and experienced managers and are licensed to operate water and wastewater systems. Special precautions are taken when

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

working in or around tanks to guard against slip, trip, and fall hazards. All INTEGRAWATER personnel are able to read, understand and follow all applicable safety directives. All ladders, protective goggles, and other safety equipment are inspected periodically to ensure it is working properly.

3.2.6 Programmed Maintenance

INTEGRAWATER's maintenance program is tailored to achieve the following goals:

- Provide periodic, timely, standardized, and complete equipment maintenance
- Prevent excessive maintenance
- Increase system reliability by preventing or providing early detection of equipment malfunction
- Improve the efficiency of equipment operation
- Extend equipment life
- Reduce overall maintenance costs
- Provide a complete system record covering equipment performance history, maintenance costs, and workloads

To achieve reliable and efficient operations, INTEGRAWATER has developed a comprehensive maintenance program, which encompasses not only routine maintenance but also allows for proper validation of maintenance standards. The maintenance program is all-encompassing from stocking and refurbishing parts and supplies; testing, cleaning and replacing necessary equipment and infrastructure; and warranty monitoring to ensuring proper compliance including training and safety programs. INTEGRAWATER's maintenance program consists of four major components:

- **Records and Maintenance History** – INTEGRAWATER will maintain accurate and complete records of maintenance history, including timely management reporting on maintenance costs, overdue tasks, and employee utilization. The records are compiled and stored in the Enterprise Asset Management (EAM) system as discussed in Section 3.2.6.1.
- **Preventive Maintenance** – Preventive maintenance is primarily concerned with activities considered to be 'routine' and is designed to keep the utility systems operating efficiently. INTEGRAWATER's preventive maintenance program refocuses the maintenance effort on a series of preventive actions. Such actions may include cleaning and lubrication of pumps and motors, changing fuel and oil in backup generators, checking electrical connections, checking for unusual wear or damage, confirming equipment is operating properly, etc. The repair frequency for each piece of equipment is recorded. Analysis of this record allows an optimum maintenance schedule to be generated for every utility asset, which should ensure maximum

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

useful life of equipment, maximum operation efficiency, and a reduction in unscheduled outages; all of which results in a lower total cost of ownership to INTEGRAWATER.

- **Predictive Maintenance** – Predictive maintenance efforts allow repair and replacement activities before disruptions and problems associated with unscheduled outages occur. A primary feature of INTEGRAWATER's maintenance program is the generation of a predictive maintenance system utilizing the EAM database. EAM equipment statistics are used to adjust and optimize preventive maintenance schedules as well as schedule and plan for long-term renewal and replacement projects. This maintenance may include identifying a pump that is nearing a failure, removing it, and replacing it with a spare while the original is being overhauled. Predictive maintenance results in cost savings, as prediction and resolution of potential equipment failures will enable INTEGRAWATER to avoid costly overtime associated with unscheduled outages and emergency response and repairs.
- **Corrective Maintenance** – Even with a well-developed and efficient preventive and predictive maintenance program, unscheduled repair and replacement projects occur. EAM can be used to track corrective maintenance projects and adjust preventive maintenance schedules accordingly. Over time, corrective maintenance requirements should diminish as comprehensive preventive and predictive maintenance occurs.

Each of these components will play an integral role in the systematic maintenance of INTEGRAWATER's systems.

3.2.6.1 Computerized Maintenance Management System

During the Start-up period, INTEGRAWATER will populate the Computerized Maintenance Management System (CMMS) for use at the WWTP. The CMMS is a fundamental tool used to systematically integrate the systems' asset inventory into a comprehensive maintenance program. INTEGRAWATER's CMMS incorporates an Equipment Asset Management System (EAM) that it uses and that may be applied. Equipment data is input into the EAM system during the Start-up period and thereafter as required. Specific activities shall include data gathering and input, establishing an equipment numbering system, developing preventive maintenance schedules based on manufacturers' manuals, industry best practices and INTEGRAWATER's experience. INTEGRAWATER staff will familiarize themselves with engineer's designed equipment during the design and review process and will developed specific recommendations.

INTEGRAWATER categorizes and stores equipment information and specifications, including Geographic Information System (GIS) information, using the EAM system. Specific information to be captured includes, but is not limited to, the following:

- Equipment description, including vendor, model number, serial number
- Unique property identification account

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Manufacturer, outstanding warranties, and specifications
- Purchase date and Installation Date
- Equipment location
- Run times
- Starts & Stops

To create a historical database, past equipment maintenance shall be entered into EAM. Manufacturers' O&M manuals and operation staff experience shall serve as the basis to establish task frequencies until more site-specific historical data can be developed.

3.2.7 Plant Instrumentation

All instrumentation and meters are calibrated to comply with manufacturer's specifications and SCD DHEC requirements. If a meter cannot be calibrated properly, it is recommended for replacement. INTEGRAWATER works to ensure that all instrumentation and meters are properly protected from damage due to traffic, construction, weather, and other sources. In addition, INTEGRAWATER will subcontract through qualified local instrumentation contractor an routine servicing program.

3.3 Capitalization of Assets

The objective of the INTEGRAWATER Renewal and Replacement (R&R) Plan is to systematically and logically enhance the efficiency of the systems by using industry best practices and up-to-date technology, resulting in the lowest long-term cost for the Authority. All R&R planning are performed in conjunction with INTEGRAWATER's programmed maintenance activities described in Section 3.2.6. The maintenance efforts will noticeably extend the life of the asset; however, when utility equipment reaches the point where the cost of continued operation of that equipment exceeds replacement costs, the equipment is replaced. This cost-benefit analysis will use information contained in the EAM system (Section 3.2.6.1) to determine O&M/R&R breakeven points. The INTEGRAWATER R&R Plan benefits significantly from similar activities by INTEGRAWATER over its 200 years of utility management experience.

The R&R Plan is one of the four major components of the Master Plan. The R&R Plan is updated annually. The initial R&R Plan will be based on information obtained during the Start-up Period, and team experience in utility operation as contained in the EAM system. This initial R&R Plan will be fine tuned during the first year of operation and annually updated. All R&R Plan updates are separated into short-term, near-term, and long-term components. The short-term component identifies specific assets/projects recommended to be completed in the next five-year period while the near-term component will focus on the following 20 years. Projects identified beyond 25 years are classified as long-term.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

The R&R Plan represents an estimate of the scope and timing of future replacements of utility components. The year of replacement is estimated from the installation date and the expected useful life of those components. For example, a component installed in 2014 that has a useful life of 50 years would be programmed for replacement in 2064.

Useful life, the average length of time a given component is expected to be effective in fulfilling its function within the overall system, is based on the INTEGRAWATER Team's its practical experience in providing water and wastewater services. The INTEGRAWATER useful life estimates have been compared to that found in a September 2002 EPA document titled "The Clean Water and Drinking Water Infrastructure Gap Analysis". The INTEGRAWATER estimates are conservative in relation to those endorsed by the EPA and are predicated upon INTEGRAWATER's historical knowledge of the ownership and operation of utilities. The following table summarizes the expected useful life estimates used by INTEGRAWATER:

Table 1-5 Expected Useful Life

Component	Expected Useful Life (years)	Expected Useful Life per EPA
Water Mains	50	65-95
Pumping Stations	50	60-70
Pumping Station Equipment	25	25
Valves	25	N/A from EPA
Backflow Preventers	25	N/A from EPA
Storage Tanks	100	N/A from EPA
Meters < 2"	15	N/A from EPA
Meters > 2"	50	N/A from EPA
Force Mains	50	25
Instrumentation	10	N/A from EPA
SCADA HMI Software	10	N/A from EPA

3.4 Disaster Response

INTEGRAWATER has adopted the Emergency Preparedness and Response Plan (EPRP), also known as a Service Interruption and Contingency Plan (SICP), used by INTEGRAWATER at its existing operations. The EPRP is adapted to include the specific requirements of the Berkley County wastewater system and will become the disaster response policy of INTEGRAWATER. A sample SICP can be provided upon request. The EPRP is an emergency preparedness and response system that has been endorsed by the state of North Carolina since 1997. It is the policy of INTEGRAWATER to respond to all emergencies by following the procedures described in the site specific EPRP.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

INTEGRAWATER will update and obtain management approval of the EPRP that will establish a protocol to guide its actions relative to interruptions at this Plant. Key elements of the EPRP include:

- A process for determining the scope and cause of the interruption
- A restoration priority list based on the critically of the asset
- Notification procedures to be used by INTEGRAWATER, based on the criteria in the EPRP
- Determination of resources needed to respond to the interruption
- A protocol for authorization and allocation of resources and summoning any additional resources that may be required in order to resolve the interruption(s) in the shortest possible time

Natural disasters can pose a significant threat to the operation of the INTEGRAWATER's assets. Some disasters occur without notice (equipment failure, tornados, human error, etc.) while other disasters can be more accurately predicted (hurricanes, employee strikes, etc.). INTEGRAWATER designates local personnel to be "on call" during Non-Duty Hours and available during Duty Hours to respond to emergency conditions or outages. In addition, INTEGRAWATER's extensive equipment, personnel and financial resources are available to support utility operation during these conditions. The first responder will follow the EPRP guidelines including:

- Identify any life-threatening situations, and eliminate, if possible
- Quickly assess the scope of the service interruption and determine the level of response required
- Isolate the interruption and damage, if possible
- Advise supervisor/management of the situation and estimated time to correct the problem
- Obtain any required authorizations and summon additional resources (personnel, equipment, materials, etc.)
- Determine requirements necessary to reestablish service to the critically of the asset, based on the Failure Analysis performed during the first year of operation
- Arrange and coordinate additional assistance when needed to restore service
- Proceed with necessary repairs if able to do so
- Report when service has been restored

The SCADA system will alert appropriate operations personnel when emergency conditions arise. The notification will indicate the location and type of emergency

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

situation. In the event of emergency situations, SCADA technology reduces response times and increases the efficiency of our response procedures. For further information regarding response procedures for service requests, see the Service Interruption Flowchart in Section 3.8.

3.4.1 Major Storm Response

When major storms, such as hurricanes, snow and/or ice storms, windstorms, etc., are anticipated, contingency and precautionary measures are taken in advance, to the extent possible. Initial actions consist of securing all vulnerable equipment and facilities to reduce the chances of storm-related damage. When INTEGRAWATER can reasonably anticipate the probability of damage to its utility systems from an approaching storm, personnel and other resources gather at the SCs in advance of the storm. This action will ensure INTEGRAWATER is in a position to deploy utility crews and equipment as required. In addition, emergency power generators are provided to ensure continuous operation of the pumps and facilities. Once interruptions begin to occur, INTEGRAWATER will assess and prioritize each incidence in accordance with its EPRP and will assign crews or subcontractors as necessary.

In the event of unanticipated storms or natural disasters, INTEGRAWATER will respond to interruptions in accordance with the EPRP. INTEGRAWATER will coordinate with local Emergency Management Coordinator and State Officials to keep them informed of the status of the emergency repair effort, anticipated cost and the anticipated time to restore service.

3.4.2 Strikes, Other Labor Disturbances, and Sabotage

In rare circumstances, service interruptions can occurred due to intentional acts or destruction associated with labor disturbances or problems with a troubled employee. Usually, there is a long lead-time between the first indications that there could be a labor or employee problem and destructive actions. In the hypothetical case of a workforce conflict, INTEGRAWATER would attempt to resolve the problem through employee counseling and intervention, grievance handling procedures, or progressive discipline, including termination, prior to the situation escalating into a major difficulty. INTEGRAWATER will address any employee issues on an individual basis using proven counseling and disciplinary procedures. The intent would be to prevent any difficulty from occurring.

In the event of damage to systems due to sabotage, INTEGRAWATER would first take steps to assure the security of its personnel, including summoning security officers. Once the area or situation was determined to be secure, INTEGRAWATER's responders would proceed to assess damage, advise management, and proceed to initiate repairs, calling upon resources as may be required.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

3.4.3 Acts of the Public Enemy

In the event of interruptions caused by acts of a public enemy, such as an attack by a foreign Authority, terrorist acts, etc., INTEGRAWATER will respond systems' needs with all available resources, including the SCs, contractors, other utilities, etc. In so doing, INTEGRAWATER will be guided by the directions of County and State representatives and will restore service to Installation facilities in accordance with the asset critically list and National Security Mission of the Department of Defense, South Carolina Highway Patrol, Berkley County Sherriff's Department, and the Berkley County Emergency Response Coordinator.

3.5 Environmental Regulatory Compliance and Liability

INTEGRAWATER has operated water and wastewater utilities since 2004. The state of South Carolina requires some of the highest standards and most stringent regulation of environmental and safety requirements in the water and wastewater industry. Accordingly, INTEGRAWATER is well versed in environmental statutes, regulatory processes, and procedures. Decades of experience in working with a variety of federal, state, and local regulatory agencies has allowed the INTEGRAWATER Team to respond to changes in environmental laws, regulations, standards, and permits.

The INTEGRAWATER Team offers experience and commitment in environmental protection compliance since before the inception of laws governing environmental protection, with several members of the INTEGRAWATER Team having former regulatory experience and are often engaged in various committees and advisory boards. The INTEGRAWATER Team extend this same history of environmental compliance to all of its assets.

3.5.1 Compliance with Federal, State, and Local Environmental Protection

The primary environmental protection statutes that are likely to affect utility operations are the CWA and the National Environmental Policy Act (NEPA). The INTEGRAWATER Team is experienced in complying with the regulations applicable to these statutes. At the state level, SC DHEC have enacted rules and regulations implementing the provisions of the CWA. The INTEGRAWATER Team is well versed in permit compliance across the United States and leverages this experience to maintain permit compliance.

The INTEGRAWATER Team has experience in complying with the provisions of NEPA, and will work with SC DHEC, and EPA to ensure that applicable projects have a manageable impact on the environment.

As an additional element of environmental protection, the INTEGRAWATER Team will adopt applicable provisions of Berkley County's Hazardous Waste Management Plans, Hazardous Materials Management Plans, Spill Prevention Control and Countermeasure Plans, and Pollution Prevention Plans.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

3.5.2 Safety Programs and OSHA Compliance

As a mark of continuous improvement with regard to the safety program, employees are encouraged to share safety suggestions. Supervisors are responsible for mitigating hazards, responding to employee safety suggestions, and completing the appropriate OSHA documentation should a reportable injury occur.

The corporate Safety Specialist and on-site supervisors conduct regular safety inspections of all major system assets and workplaces such as tanks, lift stations, pump stations, treatment plants, storage areas, and offices. Any safety concerns identified during an inspection are immediately addressed. Work practices are also inspected for compliance with safety protocols and requirements and any deviation or unsafe condition is addressed immediately. Reports of these inspections are filed at the corporate office.

Field personnel are trained in various mandated OSHA safety programs. The programs have been developed to comply with OSHA regulations and in accordance with guidance established by various safety organizations such as the American National Standards Institute (ANSI), American Conference of Authority Industrial Hygienists (ACGIH), and the National Institute for Occupational Safety and Health (NIOSH). To date, the following safety training programs constitute a portion of INTEGRAWATER's commitment to safety and health compliance.

Table 1-6 Safety Programs

Asbestos-Cement Pipe	Fall Protection
Backhoe Operator Safety	Forklift Safety
Confined Space Entry	Hazard Communication
CPR/First Aid	Injury & Illness Prevention
Chlorine Safety	Personal Protective Equipment
Ergonomics	Respiratory Protection
Trenching & Shoring	Hearing Conservation
Control of Hazardous Energy (Lockout/Tag-out)	Competent Person
NC DOT Flagger	

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

Training sessions typically consist of a classroom portion devoted to new or amended rules, new workplace safety techniques and equipment, and discussion of relevant safety issues. Most sessions contain a hands-on or field component to familiarize employees with the techniques they will be using. Finally, a comprehensive exam is given and those that pass receive a formal acknowledgement – often in the form of certification – for competence in the particular area of safety or health.

Safety courses offered through the Company's network constitute an ongoing and comprehensive approach to safety and health education and will afford INTEGRAWATER employees the opportunity to get the necessary safety training more conveniently and frequently than currently available through certification programs.

To document compliance with safety and health rules, the corporate Safety Specialist maintains all records, as required by OSHA 300 record keeping rules, pertaining to accidents and injuries such as inspections, medical checkups – including respiratory protection and hearing conservation records – training, and certification.

INTEGRAWATER believes that the safety and health regulations promulgated by OSHA, the South Carolina Department of Labor, and Occupational Safety and Health Division benefit the employees, the Company, and the client and will bring its commitment to workplace safety and health to the Berkley County operation.

3.6 Start-up Plan

Seamless startup of the operation of the treatment systems requires prudent planning and substantial experience. INTEGRAWATER Team Members have extensive experience in starting up new treatment units and plants. Some examples of our Teams experience include start up of the City of Raleigh Dempsey Benton WTP, Transition of the Fort Bragg water and sewer utility to private ownership and operation, start-up of Briar Chapel Wastewater System, Start-up of over 250 wells across the state of North Carolina. Clearly, the INTEGRAWATER Team holds expansive practical experience in startup of water and wastewater systems. This same practical experience and repeated success with start ups will ensure a smooth start up of the Berkley County system.

3.6.1 Training of New Operators

The INTEGRAWATER Start up Plan contains a three-phase transition of system knowledge from engineers and contractors to the operations team. The first phase is to have INTEGRAWATER key WWTP Start Up Team shadow the Authority contractors and engineers from kickoff meetings through start up. The second phase is to allow these key personnel to jointly operate the plant with the INTEGRAWATER Start Up Team for another 30-day period. The final phase, allows a 30-day period, consisting of a full INTEGRAWATER crew to be in place and operating the utilities with oversight of INTEGRAWATER's Start Up Team.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

This strategy for training the system operators has a number of significant benefits. First and most important is that at the time of startup, INTEGRAWATER and Berkley County will be assured a work force that is familiar with the plant operation systems and requirements. Secondly, this plan will give INTEGRAWATER's WWTP Operations experts the ability to add value to the project prior to final construction and acceptance by INTEGRAWATER.

3.6.2 Coordination and Integration During Start up

Coordination and integration of Authority and INTEGRAWATER activities during the start up will consist of two main components: 1) strategic staffing and 2) constant communication. The first component includes logical phasing, locating, and loading of staff at the utility plants. The process for staffing is based on a gradual increase in INTEGRAWATER employees over the start-up period. The second component for allowing the start up to progress in a logical and orderly fashion is through constant communication.

A kick-off meeting is held during the first week of the startup period and is followed by weekly meetings throughout the start-up to discuss the INTEGRAWATER start-up schedule and to refine the activities based on conditions.

Upon transfer of control of treatment systems to INTEGRAWATER, INTEGRAWATER assumes full responsibility for the operation, maintenance, and management of the facilities. However, prior to the date of transfer of transfer, INTEGRAWATER will finalized procedures that have been specifically developed to meet the needs of the systems. All procedures related to service requests, outage reporting, operating hours, emergency contacts, security protocol, and other service obligations are effectively communicated to ensure the smooth and efficient operation.

3.6.3 Identify All Significant Technical and Managerial Challenges

Technical and managerial problems for water and wastewater systems vary from year to year. They range from problems caused by natural forces (drought, storms, earthquake, fire, and flood) to those caused by social forces. There are three main areas of constant concern in water and wastewater facilities:

- Complying with regulations, and coping with new and changing regulations Involves meeting tougher standards set by the CWA, SDWA, and similar rules, and offering solutions for meeting those new standards. Standards may involve ensuring treatment facilities are able to filter out higher levels of impurities from drinking water, reducing health risks from bacteria, protozoa, and viruses, and are able to decrease levels of turbidity, and reduce concentrations of chlorine by-products in drinking water. For wastewater systems, meeting permit constraints can present problems because the effluent discharged into water bodies affects those

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

downstream of the release point. Levels of pollution in the effluent must be controlled before they are discharged.

- Maintaining and upgrading facilities, unit processes, and equipment – Utility systems inevitably decay due to both increasing demand and age, often occurring in concert. Changes in regulations could force an upgrade of facilities and unit processes, i.e., pressure to shift to non-chlorine disinfectant. This would mean replacing or changing existing equipment, increased chemical costs, and possible increase in energy and personnel costs.
- Maintaining a viable and well-trained workforce – Utility industry employers face potential difficulties in maintaining a well-trained workforce such as keeping up with new operating regulations, new technology, requiring higher levels of training and certification for workers and the risk of their employees taking another job. To reduce the consequences of these difficulties, INTEGRAWATER only hires highly trained, skillful, knowledgeable workers for their systems, making it easier to keep up with ever-changing regulations and certifications. INTEGRAWATER also has established work environment that both values employee contributions with a high degree of accountability. While any company has turnover, INTEGRAWATER is an employer of choice and has been very successful in retaining its employee and attracting the highest level of talent. INTEGRAWATER has the local bench strength to ensure that in the event of retirements, turn over, etc., that proper staffing levels with qualified and certified employees are maintained.

It is inevitable that INTEGRAWATER will face problems while operating the utility systems; however, as an experienced utility service provider, the INTEGRAWATER Team has already solved many of these problems and continues to be up to the challenge of operating an effective and efficient utility system.

3.6.4 Startup Plan Activities and Timeline

Start-up Plan activities are divided into three phases and summarized in the following sections.

The initial portion of the start-up is a period of intense, concentrated effort on the part of the INTEGRAWATER'S Startup Team. During this period, numerous activities are undertaken to insure a seamless start up of our utility systems. The Phase I effort is divided into several major categories as follows:

- Team Mobilization
- Communications
- Staffing
- Operational Requirements
- Administration Activities

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Safety, Environmental and Regulatory Compliance
- Security and Vulnerability Assessment
- Equipment and Operations

IntegraWater's Startup Team Mobilization
During the startup, these individuals responsibilities include: review and refinement of the task list, the preliminary assignment of responsibilities, a review of the start-up budget, temporary office accommodations for the Startup Team, dispatching the Startup Team and other tasks as necessary. Most of the tasks are performed simultaneously because of the anticipated time constraints with the start-up efforts.

Communications
During the start-up period, clear, concise and effective communications are critical. The duties of the communications section of the Startup Team will include, but not necessarily be limited to, the following:

- Meet with Engineer and Contractor to begin the communications process.
- Develop a list of Contractor and Engineering contacts responsible for the construction of the facilities.
- Schedule Kick-off Meeting between Contractor, and Engineering Consultant Representatives and INTEGRAWATER to establish start-up approach, site procedures and time schedule.
- Schedule weekly meetings between INTEGRAWATER and Engineering Consultant's Project Manager during start-up period to review progress and discuss start-up needs.
- Implement Communications Plan for inter-company and emergency contingencies.

Staffing
Employing qualified personnel in the organizational structure is necessary for the success of the project. The duties of the staffing section of the Startup Team will include, but not necessarily be limited to, the following:

- Review and finalize the organizational structure
- Establish and approve final qualifications of staff.
- Assign/hire qualified personnel.
- Integrate local personnel into INTEGRAWATER. This includes completion of all appropriate paperwork and documents as well as supplying safety equipment, operational equipment, spare parts, tools, vehicles, and uniforms.
- Provide/obtain identification badges for INTEGRAWATER personnel.
- Instruct all staff personnel in use of the O&M Manual.
- Implement Safety and Training Procedures, including employee review meetings

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Develop familiarization process and insure all employees are adequately trained and familiar with the Plants layout, operations and procedures.

Administration Activities
The duties of the administration section of the Startup Team will include, but not necessarily be limited to, the following:

- Obtain and review important systems information, operating data, planning documents, engineering reports, existing O&M manuals, maps, drawings, existing contracts, etc.
- Update and finalize, IntegraWater's Master Plan.
- Prepare customized Standard Operating Procedures for the systems
- Implement Administrative and Accounting Procedures
  - O&M Budgeting
  - Work Order System
  - Purchase Orders
  - Invoices
  - Customer Service
- Ensure correct administrative procedures are being followed.

Safety, Environmental and Regulatory Requirements
The establishment of a Health and Safety Manual is critical for the safety of INTEGRAWATER's employees. The steps to establishing these policies/procedures will include, but not be limited to, the following:

- Discuss any potential and permit non-compliance issues, and initiate a compliance plan.
- Discuss energy conservation measures.
- Arrange for local vendors and sub-contractors for emergency needs.
- Identify and list data requirements to assure regulatory, safety, OSHA and administrative compliance.
- Ensure that emergency supplies are available and safety requirements are installed within the first seven (7) days of startup.
- Review existing operations compliance plans for applicability.
- Establish file system to monitor and record compliance with State and EPA's environmental reporting procedures.

Equipment and Operations
The most detailed efforts during the Start-up for the Team is the detailed review of the equipment and processes at the plant with the intent of making the start-up smooth and seamless. These efforts will include, but not be limited to, the following:

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Finalize and train on the Service Interruption/Contingency Plan and emergency response procedures.
- Obtain vehicles, tools, office equipment, furniture and supplies necessary for conducting System operations and maintenance.
- Develop initial operating plans.
- Discuss any planned modifications or additions to the System.
- Organize and establish the Service Center.
- Implement the INTEGRAWATER Startup Checklists (to be done by engineers and operators from the Startup Team). Startup Checklists will include preparation and review of systems operating records, and obtaining compliance oriented information, safety compliance information, and administrative and human resource information.
- Implement reporting logs for systems operations, water quality results and meter reading.
- Determine and acquire an appropriate inventory of spare parts, materials and supplies necessary to maintain the System.
- Review current construction activities or immediate construction requirements.
- Perform a final systems review of all facilities in order to finalize any equipment, material/supply, or safety requirements.
- Implement Quality Control, Control Inspection, and Preventive Maintenance Programs.
- Prepare Systems-wide inventory of existing facilities and initiate Computerized Maintenance Management System (CMMS).
- Implement basic format of overall Work Management System through CMMS.
  - Work orders
  - Service orders
  - Work Plans
  - Cost Accounting
  - Implement Operations and Maintenance Procedures
  - Performance Standards
  - Monitoring Requirements
  - Emergency Response Plans
  - Effluent Quality Testing, Control, Reporting
  - Arrange for “on call” sub-contractors and vendors
  - Arrange for delivery of water treatment chemicals and supplies
  - Arrange for pickup of subcontracted analytical samples with laboratory
  - Setup Service Center operations data room (maps, records, inventory lists, etc.).
  - Purchase repair parts, materials and supplies.
  - Prepare inventory catalog and electronic files on equipment; spare parts, maintenance scheduling forms, etc.
  - Evaluate performance of equipment.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Arrange for qualified vendors and sub-contractors (local vendors preferred) for routine services. Examples include:
  - Instrumentation Service Plan arrangements
  - Landscaping Contractor
  - Generator Service Plan arrangements
  - Tank Maintenance Plan arrangements
- Submit relevant capital plans and schedules

Time Frame
It is estimated the Start-Up Period should require approximately six (6) months (180 days) to complete. This six-month period is an estimate. If a shorter start-up period is necessary, INTEGRAWATER has properly certified staff already in place and will mobilize them as needed.

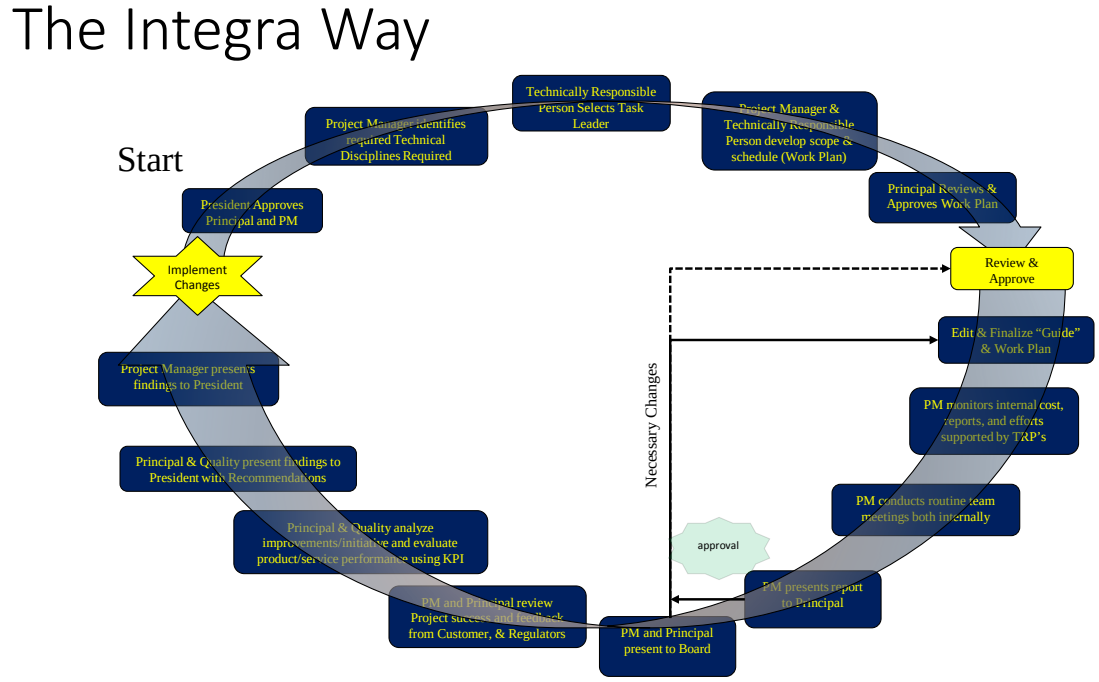
Internal Follow-up Procedure
INTEGRAWATER will provide an additional level of supervision and support for the purpose of assuring that local operational efficiencies and effectiveness are maintained at the System. Periodically, INTEGRAWATER operators and/or engineers will make unscheduled visits to observe the operations and evaluate needs. These technical experts are not under the supervision, direction, or control of the Project Manager. They will inspect operations, review regulatory compliance, and assess the need for additional capital improvements. This technical staff has the background and knowledge to evaluate fully the ongoing operational procedures and performance of facilities and personnel assigned to the System.

3.7 Coordination

INTEGRAWATER will coordinate its maintenance, and operational activities with other utilities, and contractors working within or with the service area. Planned maintenance activities are scheduled so that other operations will have the opportunity to make adjustments to their work plans to minimize any disruption or to allow INTEGRAWATER to reschedule its work to minimize the impacts caused by interfering, overlapping, or interdependent actions. INTEGRAWATER personnel are trained in the applicable coordination and execution of related procedures and work processes. Included are procedures for requesting service, reporting outages, and any other communications deemed necessary for the smooth and efficient operation of the systems. This all can best be described as “The IntegraWater Way”.

Figure 3. The IntegraWater Way

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.



3.7.1 Procedures for Coordinating Routine Work

INTEGRAWATER utilizes EAM, as further described in Sections 3.2.6.1, in implementing its work management processes and procedures to assist in scheduling, tracking, and reporting the status of its service requests and work orders. INTEGRAWATER uses a coordinated process for planning and scheduling work. After receipt of a service request or work order, the actual on-site requirements would be determined. A field drawing is prepared and reviewed for final requirements and all materials procured. The job is then scheduled when all required materials are available. This process lends itself to predicting when the work will be completed.

One of the key responsibilities of the Plant ORC is to plan and coordinate work. If a service interruption is necessary to complete the work, INTEGRAWATER provides the customers with at least a two-week notice. INTEGRAWATER endeavors to minimize both the frequency and duration of planned or scheduled interruptions to accommodate its work. INTEGRAWATER typically schedules predetermined outages at a time that will cause the least inconvenience such as early Sunday morning or other times of minimal activity.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

3.7.2 Procedures for Coordinating Emergency Work

In the case of an emergency, INTEGRAWATER coordinates its work as much as conditions will allow. At a minimum, it will notify affected customers and obtain locations of underground utilities within the area of any required construction and maintenance. The protocol for responding to emergencies is explained in greater detail in Section 3.2.4.

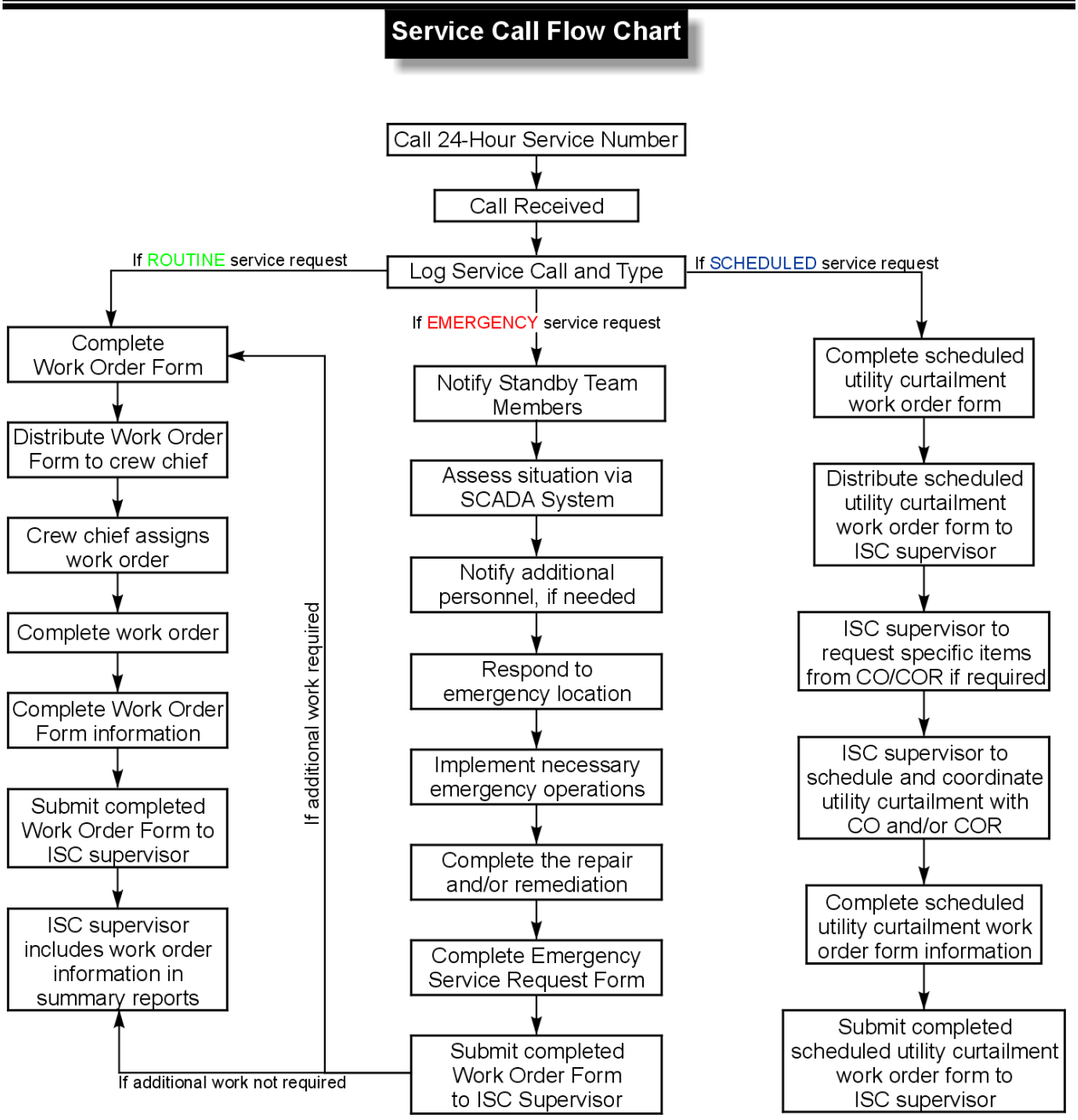
3.7.3 Coordination Meetings

Frequent communication via coordination and utility status meetings is integral to customer satisfaction. INTEGRAWATER Project Manager will attend HOA board meetings annually. Coordination meetings can be held as needed to discuss issues related to services and to solicit feedback concerning customer's satisfaction with the performance of INTEGRAWATER. In addition, INTEGRAWATER representatives are available at any time, with reasonable notice, to meet with representatives from HOA. Following such meetings, INTEGRAWATER will prepare a report summarizing the meeting and identifying any action to address issues identified. INTEGRAWATER senior management will review the report and then forward a copy to HOA representatives, along with any recommendations for action required or suggested by INTEGRAWATER.

3.8 Service Requests

Each request is reviewed immediately and determined to be either a request for emergency, routine, or scheduled service. The local SCs will record and assign a tracking number to all service requests. The INTEGRAWATER response to each classification of service request will vary as detailed in the following sections and summarized in the Service Call Flow Chart below.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.



3.8.1 Emergency Plant Service Requests

An emergency condition is one that is detrimental to the mission of any INTEGRAWATER facility and could significantly affect operational effectiveness or compromise the safety, health, and life of personnel. Such requests may involve spills or potential spills, power outages, and critical equipment failures. Requests may be associated with events including, but not limited to, natural disasters, wet weather, water outages, and wastewater main overflows. Through its on-site SCs or the

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

availability of 24-hour, 7 days a week communication with its personnel, INTEGRAWATER is immediately responsive to emergency calls during Duty Hours and within 90 minutes during Non-Duty Hours. In addition, INTEGRAWATER places in each vehicle an Emergency Operations Manual that contains the Emergency Preparedness and Response Plan, the Asset Criticality Priority List and lists of INTEGRAWATER, Installation, vendor, and subcontractor contacts.

3.8.2 Routine Plant Service Requests

A routine condition is one that does not pose an immediate threat to public health, safety, or property, or to a mission or operation. The routine O&M of the utility system is performed by INTEGRAWATER personnel and supported by supervisory staff and subcontractors as needed during Duty Hours.

3.8.3 Scheduled Utility Curtailments

INTEGRAWATER goal is schedule any work requiring a plant interruption in order to prevent interference or inconvenience with INTEGRAWATER customers. In such event, INTEGRAWATER attempts to reschedule work activities such that they do not interfere with operations.

Work on outage shall commence only after approval is received from the Plant ORC. Once the approval has been received, INTEGRAWATER notifies the affected consumers at least 48 hours in advance.

3.9 Security Assessments

Since the events of September 11, 2001, all utilities have been advised to increase security at key facilities in order to protect against contamination or sabotage of infranstructure and other disruptions of service. In compliance with "*The Public Health Security and Bioterrorism Preparedness Act of 2002*" *(HR 3448)*, INTEGRAWATER has implemented measures to increase security, which includes conducting vulnerability assessments for all of its systems. The EPA defines large systems are defined as systems serving a population of 100,000 or more; however, INTEGRAWATER's policy is to continuously evaluate the vulnerability if it's assets. INTEGRAWATER assess all it's systems to identify potential areas requiring security and/or system enhancements. The assessments will prioritize the recommended facility upgrades to enhance the safety of system operations.

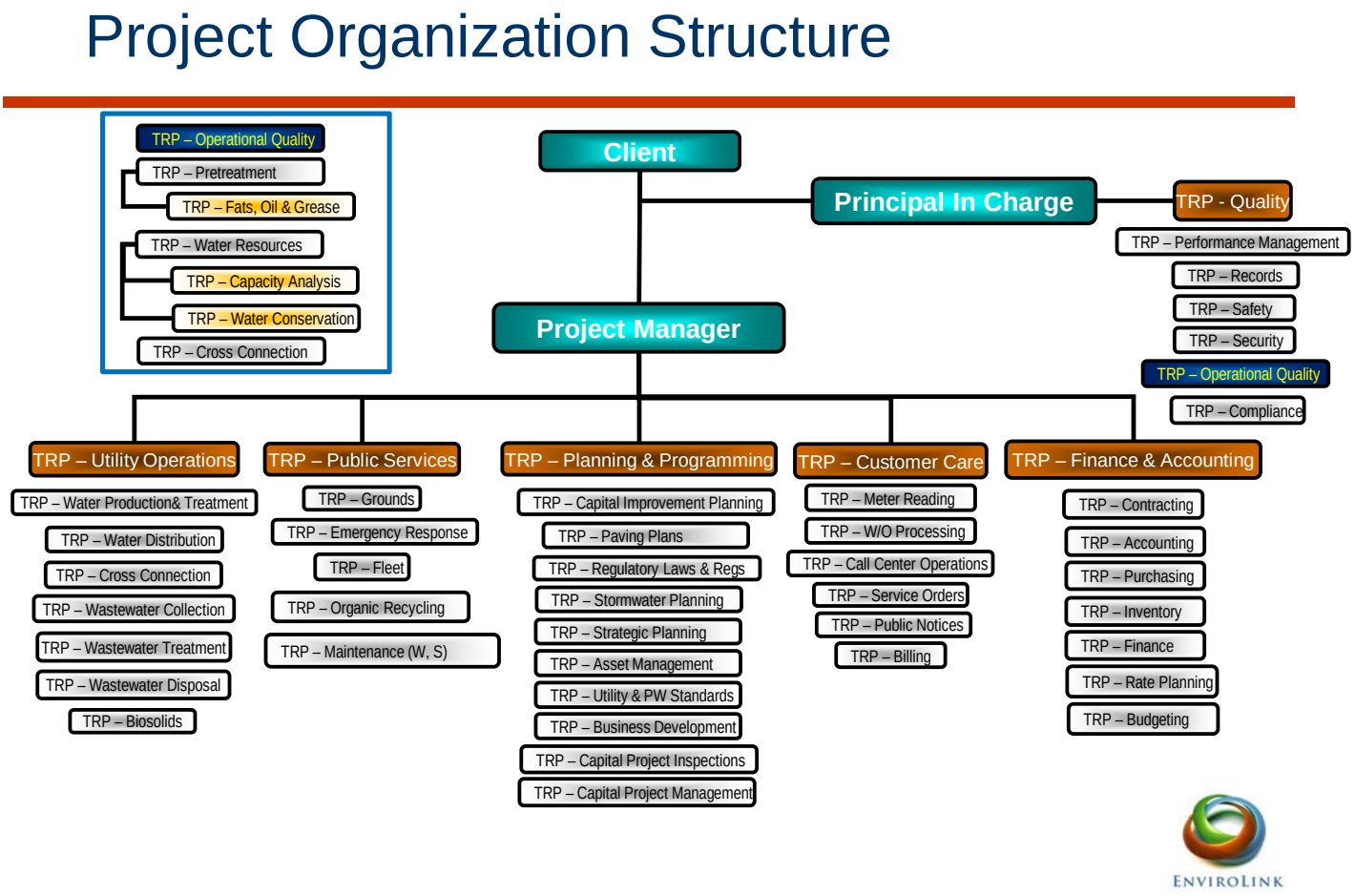
3.10 O&M Plan

INTEGRAWATER develops an Operations and Maintenance Plan specifically for the individual systems. The Plan establishes written policies and procedures for INTEGRAWATER staff and subcontractors regarding the daily O&M of the utility systems. The initial O&M plan is developed during the start-up and included in the Master Plan. The O&M Plan is be the road map to ensure that operation and maintenance goals are achieved. Some of the basic components of the O&M Plan are

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

presented below and depicted in Figure 4 in order to provide Berkley County with sufficient information to evaluate INTEGRAWATER's plan.

Figure 4. Project Organizational Structure



3.10.1 Staffing Plan

The INTEGRAWATER Team operates and maintains its systems with a full complement of qualified employees or subcontractors to satisfy all work and regulatory requirements.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

The INTEGRAWATER staffing requirements have been developed using three sets of input:

1. Site assessment – INTEGRAWATER senior level management personnel have reviewed the planned development and developed preliminary estimates of staffing.
2. Employee Discussions – During design and construction INTEGRAWATER personnel will evaluate and discuss the impact of various design and construction components on the overall operation of the facility.
3. Statistical Information – INTEGRAWATER have developed average time and frequency requirements for each O&M activity associated with a utility. Based on the SC DHEC requirements and our experience with similar systems an estimate of staffing is computed.

The actual staffing required for operation of the systems will be refined during the start-up period. INTEGRAWATER believes there is no substitute for hands-on knowledge and understanding of its systems. However, based on our review of the information, we are proposing a staffing plan based on a required production of 0.5 MGD utilizing on-site operational personnel supported with additional on-site maintenance personnel. IntegraWater's Bailey, NC Service Center is well positioned to support the Berkley County operation, if needed, by utilizing some of its Maintenance personnel for planned or scheduled maintenance activities. In addition, these personnel and equipment are available 24/7 for an unmatched level of support as conditions may require.

3.10.2 INTEGRAWATER Facilities at the WWTP

INTEGRAWATER intends to have a Service Center located in Berkley County.

INTEGRAWATER plans to evaluate utilization of treatment plant for permanent Service Center, assuming the treatment plants provide adequate space, both in size and condition. The Service Centers will become the local operating headquarters for INTEGRAWATER and will include space for offices, maps, records storage, and communications equipment. In addition, an area to store parts inventory, parking areas for employees and equipment.

3.10.3 Service Center Staffing Plan

The Service Center is staffed during duty hours or as required by SC DHEC. An "on call" person will cover the Service Center during after duty Hours, weekends, and holidays ("Non duty hours").

A Project Manager is assigned to this project and have an office at the Service Center. This individual will also serve as INTEGRAWATER's primary point of contact between INTEGRAWATER, and the HOA. A listing of the anticipated complement of personnel and equipment is as follows:

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

Table 1-7 – Water Staffing		
Description	**FTE Staffing**	**Percentage**
Project Manager	0.5	20%
WWTP Operations	1	40%
Maintenance FTEs (off-site)	1	40%
Total	**2.5**	**100%**

The resources required were established through the application of managerial experience and an elementary Resource Analysis. The Resource Analysis resulted in a ramping up to an estimated staffing plan of 2.5 Full Time Equivalents with 2 on-site individuals, not including the Project Manager, Administrative Assistants, or other support personnel (Support Staff).

INTEGRAWATER will also establish and maintain an adequate inventory of materials and supplies at a centralized location, or pre-arranged to be available from local vendors for most routine and anticipated emergency operation and maintenance activities.

3.10.4 Resource Analysis

The methodology used in the Resource Analysis was to develop the hours available in a standard workday, develop an elemental breakdown of job duties, establish a frequency for these duties, estimate the time required to perform these duties and to convert these results into an hours per day time requirement. The hours per unit time requirement was then converted to Full Time Equivalent ("FTE") employees by dividing by the hours available in each standard workday. Adjustments were made to staffing plan to accommodate SC DHEC requirements. SC DHEC requires that a certified operator visit the site five days per week.

The hours available in a standard workday/shift was calculated by beginning with a standard 8-hour day and subtracting two (2) 15-minute paid breaks. The lunch break will not be paid and, thus, was not deducted from the available hours. The resulting hours available was determined to be 7.5 hours in each workday.

The estimated inventory of assets and customers were used to determine the routine tasks involved and to assist in determining the frequency of some of these tasks. The task listing was expanded through experience and the programs/procedures to be used in operating the Systems. This task listing includes, but is not limited to, the following elements:

Answer Calls

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

Read Instrumentation and Meters
Take Samples
Perform on-site laboratory analysis
PM Meters
PM Sensors
Annual Valve Exercise Program
Miscellaneous Valve PM
PM Tanks
Pump Station PM
Pump Station General Inspection
Miscellaneous Breakdowns
Routine System Inspection
Administrative Work (paperwork, meetings, etc)
Landscaping and/or Groundskeeping
Miscellaneous, Unspecified PM

Using these job elements and their associated time values resulted in a total hours required per week of 100 for the system. Converting these values resulted in a FTE value of 2.5 for the system.

It should be noted the resource analysis is a planning tool. While it tends to levelize the staffing over a long period, there are fluctuations for resources in the day-to-day operations. At some point, additional resources will be temporarily required to handle unusually heavy demand and, at other times, there may be an excess of resources for the operation demands. At the heavy demand periods, INTEGRAWATER is uniquely able to ramp up additional staffing as needed through its other local Service Centers and Corporate Office. INTEGRAWATER will have sufficient cross training to insure all individual have the necessary skills and certifications for the tasks they are asked to perform. At lighter demand periods, INTEGRAWATER likewise is able ramp down, so that our customers are not burdened with paying for staffing during low demand periods. Thus, a “wastewater” maintenance individuals may be working at the Berkley County facility during periods of need but be working at one of INTEGRAWATER’s other facilities when job demands require it.

The INTEGRAWATER Team will also establish and maintain an adequate inventory of materials and supplies at a centralized location or prearranged to be available from local vendors for most routine and anticipated emergency operation and maintenance activities.

3.10.5 Staff Qualifications and Certifications

Below are job descriptions and minimum qualifications, including certifications, for some of the staff on the INTEGRAWATER Team. As certification requirements change,

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

INTEGRAWATER will require and facilitate employee education and training to maintain the proper certification.

Project Manager: The Project Manager will report to INTEGRAWATER's VP of Operations. The Project Manager's responsibilities include:

- Implementation of goals and objectives
- Primary contact for the customers
- Customer service
- Community relations
- Budgeting
- Accounting
- Master Planning
- Audit Operation and Maintenance activities to ensure the quality of services provided
- Generation of annual report to the customers

The minimum qualifications for this position include a Bachelor's degree in Business, or Engineering, or a related discipline (three years experience as a Manager in the utility industry may substitute for the Bachelor's degree minimum qualification). A qualified candidate should have demonstrated knowledge, skill, and experience supervising and managing utility projects.

Project Leader/ORC: The Project Leader/ORC reports to the Director of Operations. The Project Leader/ORC's responsibilities include:

- Overseeing operation and maintenance of treatment and supply equipment
- Coordinate calls, especially emergency calls, including assessing level of response and putting necessary assets in place, including those of quality subcontractors
- Implementation of INTEGRAWATER's Safety Programs
- Hire and manage qualified staff and conduct employee evaluations
- Operational responsibility for the EAM system
- Compliance with all relevant and appropriate guidelines, standards, rules, regulations, and statutes
- Assist with the generation of annual report to the customers
- Act on behalf of the Project Manager as directed

The minimum qualifications for a Superintendent shall include:

- A high school diploma or equivalent
- Class A Biological Treatment Certification from the State of South Carolina

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Demonstrated knowledge, skill, and experience in a lead capacity with a water and wastewater utility
- Demonstrated communications skills
- Five years of progressively responsible experience supervising assignments and personnel in customer service, field operations, and conservation programs
- A valid (local) state driver's license

Operation Technicians: Employees working as Operation Technicians will report to the Project Leader/ORC. The responsibilities of an Operation Technicians include:

- Maintenance and operation of the water and wastewater systems and equipment, including the completion of routine, specialized, urgent, and emergency technical assignments
- Act on behalf of the Project Leader/ORC or Project Manager as directed
- Manage and organize the on-site portions of capital projects, include those requiring one or more subcontractors
- Implementation of safety procedures
- Maintenance of the EAM system

The minimum requirements for the Service Person position include:

- A high school diploma or equivalent
- Class C Biological Treatment Certification from the State of South Carolina
- Demonstrated knowledge, skill, and experience in a lead capacity with water supply systems and/or wastewater collection systems
- Demonstrated communication skills
- Three years of progressively responsible experience supervising assignments and personnel in operations programs and water systems maintenance
- Complete knowledge of wastewater collection system operation and maintenance
- A valid (local) state driver's license

Public Services Technically Responsible Person (e.g. Maintenance personnel): A Public Services Technically Responsible Person(s) support the Project Leader/ORC. The primary responsibilities for a Public Services Technically Responsible Personnel include:

- Perform routine and complex mechanical, electrical, and technical tasks including analyzing and evaluating equipment, and trouble-shooting malfunctions

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- Assist in monitoring water and wastewater operations, including equipment inspections such as tanks, pumps, and lift stations
- Maintaining the grounds and buildings of system facilities (mowing, weed control, painting, repairs, etc.)

The minimum qualifications for a Public Services Technically Responsible Person include:

- A high school diploma or equivalent;
- Class C Water Distribution or Wastewater Collection Certification, or other applicable certifications.
- A valid (local) state driver's license.

3.10.6 Employment Restrictions

INTEGRAWATER will not employ any person identified as a potential threat to the health, safety, security, general well being, or operational mission of INTEGRAWATER, Berkley County or their population, or our customers. INTEGRAWATER does not intend to employ any Berkley County employees or representatives where such employment would present the appearance of a conflict of interest. INTEGRAWATER will not solicit current employees of Berkley County for employment and request that Berkley County reciprocate this commitment.

3.10.7 Operating Procedures

The INTEGRAWATER Team will operate its systems in such a way as to collect, receive, store, treat and dispose of treated reclaimed wastewater necessary to meet the requirements of its customers and which meets or exceeds all applicable federal, state and effluent quality standards. INTEGRAWATER will strictly adhere to the quality standards required by state and federal regulations including the requirements of the CWA. If INTEGRAWATER determines that any contaminate exceeds state or federal standards, INTEGRAWATER will promptly initiate additional sampling, identify probable causes, and coordinate corrective action. The INTEGRAWATER Team and its subcontractors perform all sampling and analytical testing in accordance with the standards referenced in Section 3.2.1. INTEGRAWATER personnel are available to assist with facility inspections performed by representatives of Berkley County, federal or state regulatory agencies.

To ensure that the systems are functioning properly, the following primary O&M activities are planned:

- Primary Operator in Responsible Charge (Class A);
- Back up Operator in Responsible Charge (Class B or as required);
- Maintain an Operator Log recording all operational adjustments and maintenance activities;

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

- 24 hour, seven days a week on call emergency response;
- Monitor and record key operational control parameters;
- Monitor inventory levels of parts and supplies and coordinate replenishment;
- Respond to customer inquiries concerning wastewater service
- Collect and analyze the required number of wastewater and effluent samples from representative locations throughout the treatment systems necessary for effluent quality assurance and regulatory compliance
- Monitor and record the energy usage and/or operating pump-hours of all power-operated pumping equipment
- Record the volume of effluent at the WWTP
- Annual visual inspection of collection system and semi-annual inspection of High Priority Lines and maintain reports of these activities;
- Issue 24 hour verbal and 5 day written notification to SC DHEC for sanitary sewer overflows;
- Clean 10% of the sewer collection system per year and maintain reports of these activities;
- Clean lift stations two (2) times per year and maintain reports of these activities;
- Emergency generator inspection (monthly)
- Emergency generator preventive maintenance (annually)
- Update maps and records with field data and as-built records (monthly)
- Update materials inventory (weekly)
- Perform continuous monitoring of SCADA system
- Attendance at Regulatory Agency Inspections and meetings;
- Coordination with South Carolina Regulatory Agency's regarding the operation of the collection system.
- Distribute Fats, Oils, and Grease (FOG) educational material to INTEGRAWATER wastewater customer twice per year.
- Prepare annual wastewater performance report and present report to HOA.
- Notify the supervisor and management of any permit violations, specific equipment issues or capital requirements immediately upon discovery.
- Lubricate equipment as needed;
- Test audio-visual alarms and telemetry;

3.10.8 Maintenance Plan

To achieve reliable and efficient operations of the wastewater systems, INTEGRAWATER has developed a comprehensive maintenance plan which encompasses not only routine maintenance but allows for proper validation of

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

maintenance standards. The maintenance plan is all-encompassing from stocking and refurbishing parts and supplies; testing, cleaning, and replacing necessary equipment and infrastructure; and warranty monitoring to ensuring proper compliance including training and safety programs. INTEGRAWATER's maintenance plan consists of four major components:

1. **Maintenance history** - Accurate and complete records and maintenance history, including timely management reporting on maintenance costs, overdue tasks, and employee utilization.
2. **Preventive maintenance** - Focuses the maintenance effort on a series of preventive actions, especially in the first years of operation in order to establish baseline values for equipment and infrastructure testing parameters, evaluate condition of existing equipment and infrastructure, and initiate an ongoing preventive maintenance program.
3. **Predictive maintenance** – The generation of a predictive maintenance plan utilizes INTEGRAWATER's EAM database. EAM can be used to assist in predictive maintenance by providing historical test data and variations from expected results over time, trending history related to specific equipment, including analysis of equipment performance in relation to past maintenance history, and forecasting of future repairs/replacements based on historical data.
4. **Corrective maintenance** – The EAM system can be used to track these corrective maintenance projects and adjust preventive maintenance schedules based on historical corrective maintenance data. Over time, corrective maintenance requirements should diminish as comprehensive preventive and predictive maintenance occurs.

Each of these components play an integral role in the systematic maintenance of our systems. Scheduling, data management, and tracking of the maintenance program shall be accomplished using INTEGRAWATER's EAM system. The EAM is used as a primary tool for some of the functions and tasks listed below:

- Generate work orders based on scheduled preventive maintenance tasks and frequencies
- Track progress and completion of work orders
- Track asset-specific data related to preventive maintenance tasks
- Provide historical data on scheduled preventive maintenance tasks
- Track work hours contributed to preventive maintenance duties
- Provide instructions for repair and servicing of specific equipment
- Track repair costs
- Track inventory, including critical spare parts

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

3.10.8.1 Maintenance Plan Goals

INTEGRAWATER's maintenance program is tailored to achieve the following goals:

- Provide periodic, timely, standardized, and complete equipment maintenance
- Prevent excessive maintenance
- Increase system reliability by preventing or providing early detection of equipment malfunction
- Improve the efficiency of equipment operation
- Extend equipment life
- Improve safety by reducing unexpected breakdowns and by providing safety precautions along with maintenance and service procedures
- Reduce overall maintenance costs
- Provide a complete system record covering equipment history, maintenance costs, and workloads

3.10.9 System Monitoring

INTEGRAWATER performs a monthly update of any system monitoring activity for the Systems Operations Report on its systems, summarizing all operations, maintenance, and any construction activities of the preceding month. The Project Manager and Project Leader are responsible for generating, maintaining, updating, retaining, and submitting as necessary the following records and reports:

- System Operations
- System Maintenance
- Water Quality Results
- Service Requests
- Outage Log

Summary

We feel confident after you have investigated INTEGAWATER, it principals, and its reputation that you will have a peace of mind with INTEGRAWATER constructing, owning and operating a state of the art wastewater treatment facility in Berkeley County, South Carolina. As we have shown in the materials above, INTEGRAWATER is a best of class private utility company, with a reputation for making sure the job is done right. Please feel free to contact any of the above named projects or ask for a reference list. Our customers and partners are our best source of referrals, and also the best standard by which to evaluate INTEGRAWATER.

Disclosure of Data Contained on this Sheet is Subject to the Restriction on the Title Page.

John McDonald

A founding partner of Integra Water, LLC, **John L. McDonald** has over 13 years experience in public/private partnerships for water and sewer utilities, and private utility management. He also has over 20 years experience in commercial and industrial real estate including the planning and development of large land holdings. He is a graduate of The University of the South in Sewanee, Tennessee with Honors.

After working for three years in industrial properties brokerage, he founded White Oak Investment Company to pursue real estate investment and development in late 1999. Mr. McDonald has developed and managed projects in excess of 1,000 acres of industrial projects and over 2,000 acres of residential land. In 2004, the lack of public utilities and constant need for water and sewer expansions led him to found Integra Water, LLC. Integra Water and sister companies now serve a population in excess of 100,000 people with water and sewer in the southeastern US.

Mr. McDonald lives in Birmingham, AL with his wife Sara and their two children. His current civic affiliations include: Board Member of the Innovation Depot, a business incubation facility and program that focuses on the development of emerging biotechnology/life science, information technology and service businesses, operating in partnership with the University of Alabama at Birmingham.

Michael J Myers
President

Education

MS/ Food, Agriculture and Biological Engineering/ The Ohio State University
BS/ Food, Agriculture and Biological Engineering/ The Ohio State University

Years of Experience

18

Expertise

Water and Wastewater Utility Management
Water and Wastewater Utility Engineering
Water and Wastewater Regulation
Water and Wastewater Rate Analysis
Water and Wastewater Operational Optimization

Continuing Education

Water Quality Modeling/ Manhattan College
Water Quality Standards Institute/ US EPA
NPDES Permit Writers Course/ US EPA
NAWC Rate School/ NAWC, Michigan State University
Water Utility Management/University of Florida
Municipal Utility Finance/University of North Carolina
Irrigation System Design/North Carolina State University
North Carolina Pretreatment Program/ North Carolina Division of Water Quality

Affiliations/Organizations

Tau Beta Bi (National Engineering Honor Society)
Gamma Sigma Delta (National Agricultural Honor Society)
Alpha Epsilon (National Agricultural Engineering Honor Society)
Rural Water Association
American Water Works Association
Water Environment Federation
North Carolina Water Operators Association
North Carolina Wastewater Operators Association
NC AWWA Utility Management Committee
NC AWWA Water Resources Committee
NC AWWA Utility Finance Committee
Society of American Military Engineers

Primary Business Address

4700 Homewood Ct
Raleigh, North Carolina27609

Office: 252.235.4900
Fax: 252.820.9992
email: mmyers@envirolinkinc.com

PROFESSIONAL EXPERIENCE

Integra Water Tennessee is Mr. Myers forth venture as an executive. Mr. Myers has prepared through his experience as a Senior Manager with two of the largest NYSE private water companies.

Over the years, Mr. Myers has been involved in engineering, construction, operation and management of water and wastewater facilities ranging from a few customers to over 95,000 people. Mr. Myers's experience also includes being directly responsible for the startup and management of the largest Water and Wastewater Department of Defense Public-Private Partnership in the United States.

Mr. Myers' has extensive experience in operation, maintenance and management of water and wastewater facilities and personnel in North Carolina, Virginia and South Carolina. He is an experienced manager having managed over 150 employees, annual capital budgets over $100 million, and annual operating budgets over $20 million. He possesses a working knowledge of numerous design processes and operational best practices including:

Procurement Process Development
Development of utility construction standards
Design and implementation of geospatial/asset management
Rate review, analysis and design
Federal Utility Privatization
Conventional Water Treatment
Advanced Wastewater Treatment
Biological Nutrient Reduction
Reclaimed Water System Design, Operation and Management
Distribution System Design, Operation and Management
Collection System Design, Operation and Management
Quality Control
Cross Connection Control
Contract Negotiations
Development of project specifications, including general provisions

PERTINENT WORK HISTORY

Fort Bragg Water and Sewer Rehabilitation Project, Old North Utility Services – Utility Manager in charge of design, permitting, engineering, and construction of 147,000 lf of sewer and 490,000 lf of water distribution pipe located on Fort Bragg, North Carolina.

Fort Bragg Water Distribution and Sewer Collection Geospatial Information System Project, Old North Utility Services - Design a new geodatabase for the water distribution system and wastewater collection system for the Fort Bragg Army Base located in North Carolina. Project included data collection and field verification of over 300 miles of water distribution and over 300 miles of sewer collection system.

FORSCOM Sewer Interceptor Design, Fort Bragg, North Carolina - Project included conceptual planning, design, permitting and construction of 4 miles of 48" and 24" gravity sewer in order to transfer capacity from an existing over allocated gravity interceptor to the new interceptor in order to permit the addition of the New FORSCOM facility.

Chapel Ridge Reclaimed Wastewater Treatment System, Aqua North Carolina – Operations and Engineering Manager responsible for the design, permitting and construction coordination with developers on the installation of 250,000 gpd Reclaimed Wastewater Treatment System utilizing a MLE Activated Sludge Wastewater Treatment and Golf Course Spray Irrigation Disposal.

Lake Monticello Utility Rate Case, Aqua Virginia - Project included review of existing rate structure along with current and future capital expenditures in order to evaluate, prepare and present Aqua Virginia's Rate Increase request to the Virginia State Corporation Commission.

Cannon's Gate Reclaimed Wastewater System, Aqua North Carolina – Operations and Engineering Manager responsible for the design, permitting and construction coordination of a 250,000 gpd reclaimed wastewater treatment system utilizing Membrane Bioreactor

Thomas Johnson

Project Manager

Piedmont Region

Education

Ragsdale High School

Years of Experience

27

Expertise

Water Treatment Plant Operation
Water Treatment Plant Maintenance
Water Treatment System Management
Wastewater Treatment Plant Operation
Wastewater Treatment Plant Maintenance
Wastewater Treatment System Management
Construction Project Management
Water Operational Optimization

Continuing Education

NC Grade IV WWT Certificate
NC Grade A Surface WT certificate
NC Phys/Chem 2 Certificate
NACE Certified Coating Inspector level 3 certificate

Affiliations/Organizations

Rural Water Association
American Water Works Association
Water Environment Federation
North Carolina Water Operators Association
North Carolina Wastewater Operators Association

Primary Business Address

4700 Homewood Ct
Raleigh, North Carolina27609

Office: 252.235.4900
Fax: 252.820.9992

PROFESSIONAL EXPERIENCE

Tom began his career in water and wastewater in 1990 working for the City of High Point as an operator. Through the years Tom has extensive experience in water and wastewater operation and maintenance with both physical chemical and biological processes. Tom's past experience includes work with coatings on water and wastewater assets across the State of North Carolina. Tom joined Envirolink in 2015 bringing his operational and supervisor skills to aid in our Piedmont Region operation.

REPRESENTATIVE PROJECT EXPERIENCE

City of Thomasville - Plant Supervisor and ORC. Tom supervised a crew of 8-10 operators and four maintenance staff. Tom was responsible for the operation of a 48 MGD Water System, Raw water intake, booster pump stations and elevated storage. In addition, Tom's responsibilities included management of operation and capital budgets associated with the treatment system.

Flue Gas Desulfer WWTP Project - Working for Duke Energy, Tom was responsible for the operation of three Flue Gas Desulfer WWTPs. Tom's responsibilities included maintaining client relations, supervision of operation and management of 20 operators and five maintenance staff.

Davidson Water Treatment Facility Project - Mr. Johnson successfully managed the operation and maintenance of a 30 MGD Water Treatment System. Mr. Johnson's responsibilities included day to activities, management of 10-12 staff and implementation of approved Capital Improvement Plans..

Mocksville WWTP & WTP Project—Mr. Johnson successfully managed the daily operation and maintenance of a 2 MGD Biological Wasteater Treatment and Water Treatment system. Mr. Johnson's efforts have resulted in the water treatment plant receiving a (Area Wide Optimization Program (AWOP) award from the North Carolina Public Water Supply.

Norwood WWTP Project - Mr. Johnson successfully managed the daily operations and maintenance activities for the .75 MGD Wastewater Treatment System. Mr. Johnson's efforts turned this from a non-compliant facility to a facility that sustain compliance day in and day out.

ENVIROLINK

This is a small assortment of projects Mr. Johnson's was been involved with over the years as a operator, supervisor or superintendent. Tom lives in Lexington, North Carolina with his wife. Tom enjoys surf fishing, camping, supporting his local church and helping out with youth sports.

EXHIBIT FOR DATA REQUEST 6

Account Number	Account Description	Posting Type
110-10500-01	CWIP-Organization (Water)	Balance Sheet
110-10500-02	CWIP-Franchises (Water)	Balance Sheet
110-10500-03	CWIP-Land and Land Rights (Water)	Balance Sheet
110-10500-04	CWIP-Struct & Improve (Water)	Balance Sheet
110-10500-05	CWIP-Collect and Impound Reserv (Water)	Balance Sheet
110-10500-06	CWIP-Lake, River, and Other Intakes (Water)	Balance Sheet
110-10500-07	CWIP-Wells and Springs (Water)	Balance Sheet
110-10500-08	CWIP-Infilt Galleries and Tunnels (Water)	Balance Sheet
110-10500-09	CWIP-Supply Mains (Water)	Balance Sheet
110-10500-10	CWIP-Power Gen Equip (Water)	Balance Sheet
110-10500-11	CWIP-Pumping Equip (Water)	Balance Sheet
110-10500-12	CWIP-Water Treat Equip (Water)	Balance Sheet
110-10500-13	CWIP-Distrib Reserv and Standpipe (Water)	Balance Sheet
110-10500-14	CWIP-Trans & Dist Mains (Water)	Balance Sheet
110-10500-15	CWIP-Services (Water)	Balance Sheet
110-10500-16	CWIP-Meters and Meter Installs (Water)	Balance Sheet
110-10500-17	CWIP-Hydrants (Water)	Balance Sheet
110-10500-18	CWIP-Backflow Prevention Devices (Water)	Balance Sheet
110-10500-19	CWIP-Other Plant and Misc Equip (Water)	Balance Sheet
110-10500-20	CWIP-Office Furniture and Equip (Water)	Balance Sheet
110-10500-21	CWIP-Transportation Equip (Water)	Balance Sheet
110-10500-22	CWIP-Stores Equip (Water)	Balance Sheet
110-10500-23	CWIP-Tools, Shop and Garage Equip (Water)	Balance Sheet
110-10500-24	CWIP-Laboratory Equip (Water)	Balance Sheet
110-10500-25	CWIP-Power Operated Equip (Water)	Balance Sheet
110-10500-26	CWIP-Communication Equip (Water)	Balance Sheet
110-10500-27	CWIP-Misc Equip (Water)	Balance Sheet
110-10500-28	CWIP-Other Tangible Plant (Water)	Balance Sheet
110-10500-29	CWIP-Organization(Sewer)	Balance Sheet
110-10500-30	CWIP-Franchises(Sewer)	Balance Sheet
110-10500-31	CWIP-Land and Land Rights(Sewer)	Balance Sheet
110-10500-32	CWIP-Struct & Improve(Sewer)	Balance Sheet
110-10500-33	CWIP-Power Gen Equip(Sewer)	Balance Sheet
110-10500-34	CWIP-Collect Sewers-Force(Sewer)	Balance Sheet
110-10500-35	CWIP-Collect Sewers-Gravity(Sewer)	Balance Sheet
110-10500-36	CWIP-Special Collect Structures(Sewer)	Balance Sheet

110-10500-37	CWIP-Services to Customers(Sewer)	Balance Sheet
110-10500-38	CWIP-Flow Measuring Devices(Sewer)	Balance Sheet
110-10500-39	CWIP-Flow Measuring Installs(Sewer)	Balance Sheet
110-10500-40	CWIP-Reuse Services(Sewer)	Balance Sheet
110-10500-41	CWIP-Reuse Meters & Meter Install(Sewer)	Balance Sheet
110-10500-42	CWIP-Receiving Wells(Sewer)	Balance Sheet
110-10500-43	CWIP-Pumping Equip(Sewer)	Balance Sheet
110-10500-44	CWIP-Reuse Distrib Reservoirs(Sewer)	Balance Sheet
110-10500-45	CWIP-Reuse Trans & Dist System(Sewer)	Balance Sheet
110-10500-46	CWIP-Treat and Disposal Equip(Sewer)	Balance Sheet
110-10500-47	CWIP-Plant Sewers(Sewer)	Balance Sheet
110-10500-48	CWIP-Outfall Sewer Lines(Sewer)	Balance Sheet
110-10500-49	CWIP-Other Plant and Misc Equip(Sewer)	Balance Sheet
110-10500-50	CWIP-Office Furniture and Equip(Sewer)	Balance Sheet
110-10500-51	CWIP-Transportation Equip(Sewer)	Balance Sheet
110-10500-52	CWIP-Stores Equip(Sewer)	Balance Sheet
110-10500-53	CWIP-Tools, Shop and Garage Equip(Sewer)	Balance Sheet
110-10500-54	CWIP-Laboratory Equip(Sewer)	Balance Sheet
110-10500-55	CWIP-Power Operated Equip(Sewer)	Balance Sheet
110-10500-56	CWIP-Communication Equip(Sewer)	Balance Sheet
110-10500-57	CWIP-Misc Equip(Sewer)	Balance Sheet
110-10500-58	CWIP-Other Tangible Plant(Sewer)	Balance Sheet
110-10500-59	CWIP-Reuse Trans & Dist System(Sewer)	Balance Sheet
110-10500-60	CWIP-Capitalized Interest	Balance Sheet
110-10500-61	CWIP-Water Engineering Services	Balance Sheet
110-10500-62	CWIP-Collection System Engineering Services	Balance Sheet
110-10500-63	CWIP-WWTP Engineering Services	Balance Sheet
110-10530-00	ST Investments - Regions Federated Accnt (USWWTP)	Balance Sheet
110-10540-00	ST Investments - Morgan Keegan Inv Accnt (USWWTP)	Balance Sheet
110-10600-00	Completed Construction Not Classified	Balance Sheet
110-10801-01	A/D-Utility PIS-Struct & Improve(Water)	Balance Sheet
110-10801-02	A/D-Utility PIS-Collect and Impound Reserv(Water)	Balance Sheet
110-10801-03	A/D-Utility PIS-Lake, River, and Intakes(Water)	Balance Sheet
110-10801-04	A/D-Utility PIS-Wells and Springs(Water)	Balance Sheet
110-10801-05	A/D-Utility PIS-Infilt Gall and Tunnels(Water)	Balance Sheet
110-10801-06	A/D-Utility PIS-Supply Mains(Water)	Balance Sheet
110-10801-07	A/D-Utility PIS-Power Gen Equip(Water)	Balance Sheet

110-10801-08	A/D-Utility PIS-Pumping Equip(Water)	Balance Sheet
110-10801-09	A/D-Utility PIS-Water Treat Equip(Water)	Balance Sheet
110-10801-10	A/D-Utility PIS-Distrib Reserv & Standpipes(Water)	Balance Sheet
110-10801-11	A/D-Utility PIS-Trans & Dist Mains(Water)	Balance Sheet
110-10801-12	A/D-Utility PIS-Serv(Water)	Balance Sheet
110-10801-13	A/D-Utility PIS-Meters & Meter Installs(Water)	Balance Sheet
110-10801-14	A/D-Utility PIS-Hydrants(Water)	Balance Sheet
110-10801-15	A/D-Utility PIS-Backflow Prevention Devices(Water)	Balance Sheet
110-10801-16	A/D-Utility PIS-Other Plant and Misc Equip(Water)	Balance Sheet
110-10801-17	A/D-Utility PIS-Office Furniture and Equip(Water)	Balance Sheet
110-10801-18	A/D-Utility PIS-Transportation Equip(Water)	Balance Sheet
110-10801-19	A/D-Utility PIS-Stores Equip(Water)	Balance Sheet
110-10801-20	A/D-Utility PIS-Tools, Shop & Garage Equip(Water)	Balance Sheet
110-10801-21	A/D-Utility PIS-Laboratory Equip(Water)	Balance Sheet
110-10801-22	A/D-Utility PIS-Power Operated Equip(Water)	Balance Sheet
110-10801-23	A/D-Utility PIS-Communication Equip(Water)	Balance Sheet
110-10801-24	A/D-Utility PIS-Misc Equip(Water)	Balance Sheet
110-10801-25	A/D-Utility PIS-Other Tangible Plant(Water)	Balance Sheet
110-10801-26	A/D-Utility PIS-Struct & Improve(Sewer)	Balance Sheet
110-10801-27	A/D-Utility PIS-Power Gen Equip(Sewer)	Balance Sheet
110-10801-28	A/D-Utility PIS-Collect Sewers-Force(Sewer)	Balance Sheet
110-10801-29	A/D-Utility PIS-Collect Sewers-Gravity(Sewer)	Balance Sheet
110-10801-30	A/D-Utility PIS-Special Collect Structures(Sewer)	Balance Sheet
110-10801-31	A/D-Utility PIS-Serv to Customers(Sewer)	Balance Sheet
110-10801-32	A/D-Utility PIS-Flow Measuring Devices(Sewer)	Balance Sheet
110-10801-33	A/D-Utility PIS-Flow Measuring Installs(Sewer)	Balance Sheet
110-10801-34	A/D-Utility PIS-Reuse Serv(Sewer)	Balance Sheet
110-10801-35	A/D-Utility PIS-Reuse Meters & Mtr Installs(Sewer)	Balance Sheet
110-10801-36	A/D-Utility PIS-Receiving Wells(Sewer)	Balance Sheet
110-10801-37	A/D-Utility PIS-Pumping Equip(Sewer)	Balance Sheet
110-10801-38	A/D-Utility PIS-Reuse Distrib Reserv(Sewer)	Balance Sheet
110-10801-39	A/D-Utility PIS-Reuse Trans & Dist System(Sewer)	Balance Sheet
110-10801-40	A/D-Utility PIS-Treat & Disposal Equip(Sewer)	Balance Sheet
110-10801-41	A/D-Utility PIS-Plant Sewers(Sewer)	Balance Sheet
110-10801-42	A/D-Utility PIS-Outfall Sewer Lines(Sewer)	Balance Sheet
110-10801-43	A/D-Utility PIS-Other Plant and Misc Equip(Sewer)	Balance Sheet
110-10801-44	A/D-Utility PIS-Office Furniture and Equip(Sewer)	Balance Sheet

110-10801-45	A/D-Utility PIS-Transportation Equip(Sewer)	Balance Sheet
110-10801-46	A/D-Utility PIS-Stores Equip(Sewer)	Balance Sheet
110-10801-47	A/D-Utility PIS-Tools, Shop & Garage Equip(Sewer)	Balance Sheet
110-10801-48	A/D-Utility PIS-Laboratory Equip(Sewer)	Balance Sheet
110-10801-49	A/D-Utility PIS-Power Operated Equip(Sewer)	Balance Sheet
110-10801-50	A/D-Utility PIS-Communication Equip(Sewer)	Balance Sheet
110-10801-51	A/D-Utility PIS-Misc Equip(Sewer)	Balance Sheet
110-10801-52	A/D-Utility PIS-Other Tangible Plant(Sewer)	Balance Sheet
110-12100-05	Nonutility Prop-Auto	Balance Sheet
110-12100-10	Nonutility Prop-Furn & Fix	Balance Sheet
110-12100-15	Nonutility Prop-Comp Equip	Balance Sheet
110-12100-20	Nonutility Prop-Aircraft	Balance Sheet
110-12100-25	Nonutility Prop-Other	Balance Sheet
110-12200-05	A/D-Nonutility Prop-Auto	Balance Sheet
110-12200-10	A/D-Nonutility Prop-Furn & Fix	Balance Sheet
110-12200-15	A/D-Nonutility Prop-Comp Equip	Balance Sheet
110-12200-20	A/D-Nonutility Prop-Aircraft	Balance Sheet
110-12200-25	A/D-Nonutility Prop-Other	Balance Sheet
110-12300-02	Invest in Assoc Companies-Baldwin	Balance Sheet
110-12300-04	Invest in Assoc Companies-Creola	Balance Sheet
110-12300-06	Invest in Assoc Companies-Currahee	Balance Sheet
110-12300-08	Invest in Assoc Companies-Oconee	Balance Sheet
110-12300-10	Invest in Assoc Companies-Union Springs	Balance Sheet
110-12300-12	Invest in Assoc Companies-Watersound	Balance Sheet
110-12300-14	Invest in Assoc Companies-Pickens	Balance Sheet
110-12300-16	Invest in Assoc Companies-Vinemont	Balance Sheet
110-12300-18	Invest in Assoc Companies-Old North State Water Co	Balance Sheet
110-12500-00	Other Investments	Balance Sheet
110-13102-02	Cash in Bank-Regions (Integra Water LLC)	Balance Sheet
110-13102-04	Cash in Bank-Integra Regions-Flex Spend Acct	Balance Sheet
110-13102-06	Cash in Bank-Regions (Union Springs, LLC)	Balance Sheet
110-13102-08	Cash in Bank-Regions (Vinemont, LLC)	Balance Sheet
110-13102-10	Cash in Bank-Regions (Creola, LLC)	Balance Sheet
110-13102-12	Cash in Bank-Regions (Watersound, LLC)	Balance Sheet
110-13102-14	Cash in Bank-Regions (Currahee Club, LLC)	Balance Sheet
110-13102-16	Cash in Bank-Regions (Baldwin County, LLC)	Balance Sheet
110-13102-18	Cash in Bank-Regions (Pickens County, LLC)	Balance Sheet

110-13102-30	Cash in Bank-Regions (Old North State Water Co)	Balance Sheet
110-13300-02	Other Special Deposits (Security Deposits)	Balance Sheet
110-13400-00	Defer. Rev. - Contributions in Aid of Construction	Balance Sheet
110-13500-02	Temporary Cash Invest(Integra Water LLC)	Balance Sheet
110-13500-04	Temporary Cash Invest(USWWTP-Regions)	Balance Sheet
110-13500-06	Temporary Cash Invest(USWWTP-Morgan Keegan)	Balance Sheet
110-13500-08	Temporary Cash Invest(Vinemont, LLC)	Balance Sheet
110-13500-10	Temporary Cash Invest(Creola, LLC)	Balance Sheet
110-13500-12	Temporary Cash Invest(Watersound, LLC)	Balance Sheet
110-13500-14	Temporary Cash Invest(Currahee Club, LLC)	Balance Sheet
110-13500-16	Temporary Cash Invest(Baldwin County, LLC)	Balance Sheet
110-13500-18	Temporary Cash Invest(Pickens County, LLC)	Balance Sheet
110-13500-20	Temporary Cash Invest(Red Mountain Bank)	Balance Sheet
110-14000-04	Customer Accts Receiv-Water (Billed Only)	Balance Sheet
110-14000-05	Customer Accts Receiv-Water-Tap	Balance Sheet
110-14000-06	Customer Accts Receiv-Water System Develpment	Balance Sheet
110-14000-07	Customer Accts Receiv-Water Mthly Unmetered	Balance Sheet
110-14000-08	Customer Accts Receiv-Water Mthly Metered	Balance Sheet
110-14000-09	Customer Accts Receiv-Taxes Pass Thru	Balance Sheet
110-14000-10	Customer Accts Receiv-Water Other Fees	Balance Sheet
110-14000-11	Customer Accts Receiv-Water Trunk Capacity Fees	Balance Sheet
110-14000-12	Customer Accts Receiv-Water Irrigation	Balance Sheet
110-14000-13	Customer Accts Receiv-Water Fire Protection	Balance Sheet
110-14100-02	Customer Accts Receiv-Water(Billed Only)	Balance Sheet
110-14100-04	Customer Accts Receiv-Sewer(Billed Only)	Balance Sheet
110-14100-05	Customer Accts Receiv-Sewer - Tap	Balance Sheet
110-14100-06	Customer Accts Receiv-Sewer-System Development	Balance Sheet
110-14100-07	Customer Accts Receiv-Sewer-Monthly	Balance Sheet
110-14100-08	Customer Accts Receiv-Sewer-Leachate/Wash Water	Balance Sheet
110-14100-09	Customer Accts Receiv-Sewer-Septage	Balance Sheet
110-14100-10	Customer Accts Receiv-Sewer-Other Fees	Balance Sheet
110-14100-11	Customer Accts Receiv-Online Credit Card Fees	Balance Sheet
110-14150-00	Accts Receiv - IW First Data	Balance Sheet
110-14200-02	Other Accts Receiv-Employee Reimbursement	Balance Sheet
110-14200-04	Other Accts Receiv-M Aviation, LLC	Balance Sheet
110-14200-06	Other Accts Receiv-McDonald, LLC	Balance Sheet
110-14200-08	Other Accts Receiv-WhiteOak Invest	Balance Sheet

110-14200-10	Other Accts Receiv-Other	Balance Sheet
110-14200-12	Other Accts Receiv-Management Fees	Balance Sheet
110-14500-00	Accts Receiv from Assoc Companies-Integra Water	Balance Sheet
110-14500-02	Accts Receiv from Assoc Companies-Union Springs	Balance Sheet
110-14500-04	Accts Receiv from Assoc Companies-Vinemont	Balance Sheet
110-14500-06	Accts Receiv from Assoc Companies-Creola	Balance Sheet
110-14500-08	Accts Receiv from Assoc Companies-Watersound	Balance Sheet
110-14500-10	Accts Receiv from Assoc Companies-Old North State	Balance Sheet
110-14500-12	Accts Receiv from Assoc Companies-Baldwin	Balance Sheet
110-14500-14	Accts Receiv from Assoc Companies-Pickens	Balance Sheet
110-14500-17	Accts Payable to Assoc Companies-Lee Co	Balance Sheet
110-15100-02	Plant Material and Supplies (Inventory)	Balance Sheet
110-16200-02	Prepayments-Insurance	Balance Sheet
110-16200-04	Prepayments-Other	Balance Sheet
110-17000-00	Permits	Balance Sheet
110-17100-02	Accrued Interest and Dividends Receiv	Balance Sheet
110-17300-02	Accrued Utility Revs-Water(Unbilled Only)	Balance Sheet
110-17300-04	Accrued Utility Revs-Sewer(Unbilled Only)	Balance Sheet
110-17400-00	Misc Current and Accrued Assets	Balance Sheet
110-17500-00	CWIP	Balance Sheet
110-17911-00	CWIP - Engineering - Collection Systems	Balance Sheet
110-17912-00	CWIP - Engineering - Management	Balance Sheet
110-17913-00	CWIP - Engineering - Treatment Plant	Balance Sheet
110-17919-00	CWIP - Engineering - Other Development Costs	Balance Sheet
110-17920-00	CWIP - Land Improvements	Balance Sheet
110-17930-00	CWIP - Permits	Balance Sheet
110-17960-00	CWIP - Easement	Balance Sheet
110-17970-00	CWIP - Surveys	Balance Sheet
110-17990-00	CWIP - Non-Amort Reorganization Cost	Balance Sheet
110-18100-02	Unamortized Debt Discount and Expense	Balance Sheet
110-18100-04	Accum Amort of Debt Discount and Expense	Balance Sheet
110-18300-01	Prelim Survey and Invest Charges-Callawassie	Balance Sheet
110-18300-02	Prelim Survey and Invest Charges-St. George Island	Balance Sheet
110-18300-05	Prelim Survey and Invest Charges-Onslow County, NC	Balance Sheet
110-18300-06	Prelim Survey and Invest Charges-Prichard	Balance Sheet
110-18300-07	Prelim Survey and Invest Charges-Spartanburg, SC	Balance Sheet
110-18300-08	Prelim Survey and Invest Charges-Elberta, AL	Balance Sheet

110-18300-09	Prelim Survey and Invest Charges-Walnut Grove	Balance Sheet
110-18300-10	Prelim Survey and Invest Charges-Pender County, NC	Balance Sheet
110-18300-11	Prelim Survey and Invest Charges-Loxley, AL	Balance Sheet
110-18300-12	Prelim Survey and Invest Charges-Pike Road, AL	Balance Sheet
110-18300-13	Prelim Survey and Invest Charges-Bryan Co, GA	Balance Sheet
110-18300-15	Prelim Survey and Invest Charges-Liberty Co, GA	Balance Sheet
110-18300-18	Prelim Survey and Invest Charges-General/Other	Balance Sheet
110-18601-00	Defer Rate Case Expense	Balance Sheet
110-18800-00	Non-Current A/R - Tap Fee Revenue	Balance Sheet
110-19000-00	Goodwill	Balance Sheet
110-21500-00	Unappropriated Retained Earnings	Balance Sheet
110-21800-00	Proprietary Capital-Integra Water	Balance Sheet
110-21800-02	Proprietary Capital-JLM	Balance Sheet
110-22100-00	Bonds (Long-Term Debt)	Balance Sheet
110-22300-00	Advances from Assoc Companies	Balance Sheet
110-22400-02	Other Long-Term Debt	Balance Sheet
110-22400-03	Notes Payable to Shareholder	Balance Sheet
110-22400-06	Other Long-Term Debt (BNY Mellon Loan)	Balance Sheet
110-23100-00	Accts Payable	Balance Sheet
110-23100-02	Accts Payable-Pass Thru Billing Items Payable	Balance Sheet
110-23200-00	Notes Payable	Balance Sheet
110-23300-00	Accts Payable to Assoc Companies-Integra Water	Balance Sheet
110-23300-02	Accts Payable to Assoc Companies-White Oak	Balance Sheet
110-23300-04	Accts Payable to Assoc Companies-Union Springs	Balance Sheet
110-23300-06	Accts Payable to Assoc Companies-Vinemont	Balance Sheet
110-23300-08	Accts Payable to Assoc Companies-Creola	Balance Sheet
110-23300-10	Accts Payable to Assoc Companies-Watersound	Balance Sheet
110-23300-12	Accts Payable to Assoc Companies-Currahee Club	Balance Sheet
110-23300-14	Accts Payable to Assoc Companies-Baldwin	Balance Sheet
110-23300-16	Accts Payable to Assoc Companies-Pickens	Balance Sheet
110-23300-17	Accts Payable to Assoc Companies-Lee Co	Balance Sheet
110-23500-00	Customer Deposits	Balance Sheet
110-23701-00	Accrued Interest on Long-Term Debt	Balance Sheet
110-23702-00	Accrued Interest on Other Liab	Balance Sheet
110-23900-00	Matured Long-Term Debt	Balance Sheet
110-24100-02	Misc Current and Accrued Liab-Accrued Purchases	Balance Sheet
110-24100-04	Misc Current and Accrued Liab-Accrued Payroll	Balance Sheet

110-24100-06	Misc Current and Accrued Liab-Direct Deposit Liab	Balance Sheet
110-24100-08	Misc Current and Accrued Liab-Accrued Vacation	Balance Sheet
110-24100-10	Misc Current and Accrued Liab-Accrued Benefits	Balance Sheet
110-24100-12	Misc Current and Accrued Liab-Accrued Payroll Tax	Balance Sheet
110-24100-14	Misc Current and Accrued Liab-Flex Spend Acct Liab	Balance Sheet
110-24100-16	Misc Current and Accrued Liab-Accrued Mngt Fees	Balance Sheet
110-24100-18	Misc Current and Accrued Liab-Worker Comp Payable	Balance Sheet
110-24100-20	Misc Current and Accrued Liab-Other	Balance Sheet
110-24300-00	N/P - Dave Sally Harvey	Balance Sheet
110-24400-00	N/P - Integra Water LLC	Balance Sheet
110-24401-00	N/P - Integra Water LLC - Principal	Balance Sheet
110-24402-00	N/P - Integra Water LLC - Interest	Balance Sheet
110-25300-00	Deferred Revenue - Prepaid Tap Fee	Balance Sheet
110-25400-00	Tap Fee Reimbursement Liability	Balance Sheet
110-30101-00	Organization-Intangible	Balance Sheet
110-30201-00	Franchises-Intangible	Balance Sheet
110-30302-02	Land and Land Rights-SOS & Pumping	Balance Sheet
110-30303-02	Land and Land Rights-Water Treatment	Balance Sheet
110-30304-00	Land and Land Rights-Trans & Distrib	Balance Sheet
110-30305-00	Land and Land Rights-General	Balance Sheet
110-30402-00	Structures & Improve-SOS & Pumping	Balance Sheet
110-30403-00	Structures & Improve-Water Treatment	Balance Sheet
110-30404-00	Structures & Improve-SOS & Pumping	Balance Sheet
110-30405-00	Structures & Improve-General	Balance Sheet
110-30502-00	Collection and Impound ReServices-SOS & Pumping	Balance Sheet
110-30602-00	Lake, River, and Other Intakes-SOS & Pumping	Balance Sheet
110-30702-00	Wells and Springs-SOS & Pumping	Balance Sheet
110-30802-00	Infilt Galleries and Tunnels-SOS & Pumping	Balance Sheet
110-30902-00	Supply Mains-SOS & Pumping	Balance Sheet
110-31002-00	Power Gen Equip-SOS & Pumping	Balance Sheet
110-31102-00	Pumping Equip-SOS & Pumping	Balance Sheet
110-31103-00	Pumping Equip-Water Treatment	Balance Sheet
110-31104-00	Pumping Equip-Trans & Distrib	Balance Sheet
110-32003-00	Water Treatment Equip-Water Treatment	Balance Sheet
110-33004-00	Distrib ReServices and Standpipe-Trans & Distrib	Balance Sheet
110-33104-00	Trans & Dist Mains-Trans & Distrib	Balance Sheet
110-33304-00	Services -Trans & Distrib	Balance Sheet

110-33404-00	Meters and Meter Installs-Trans & Distrib	Balance Sheet
110-33504-00	Hydrants-Trans & Distrib	Balance Sheet
110-33604-00	Backflow Prevention Devices-Trans & Distrib	Balance Sheet
110-33901-00	Other Plant & Misc Equip-Intangible	Balance Sheet
110-33902-00	Other Plant & Misc Equip-SOS & Pumping	Balance Sheet
110-33903-00	Other Plant & Misc Equip-Water Treatment	Balance Sheet
110-33904-00	Other Plant & Misc Equip-Trans & Distrib	Balance Sheet
110-34005-00	Office Furniture and Equip-General	Balance Sheet
110-34105-00	Transportation Equip-General	Balance Sheet
110-34205-00	Stores Equip-General	Balance Sheet
110-34305-00	Tools, Shop and Garage Equip-General	Balance Sheet
110-34405-00	Laboratory Equip-General	Balance Sheet
110-34505-00	Power Operated Equip-General	Balance Sheet
110-34605-00	Communication Equip-General	Balance Sheet
110-34705-00	Misc Equip-General	Balance Sheet
110-34805-00	Other Tangible -General	Balance Sheet
110-35101-00	Organization-Intangible	Balance Sheet
110-35201-00	Franchises-Intangible	Balance Sheet
110-35206-00	Franchises-Reclaim Water Distrib	Balance Sheet
110-35302-00	Land and Land Rights-Collection	Balance Sheet
110-35303-00	Land and Land Rights-System Pumping	Balance Sheet
110-35304-00	Land and Land Rights-Treat & Disposal	Balance Sheet
110-35305-00	Land and Land Rights-Reclaim Water Treat	Balance Sheet
110-35306-00	Land and Land Rights-Reclaim Water Distrib	Balance Sheet
110-35307-00	Land and Land Rights-General	Balance Sheet
110-35402-00	Structures & Improve-Collection	Balance Sheet
110-35403-00	Structures & Improve-System Pumping	Balance Sheet
110-35404-00	Structures & Improve-Treat & Disposal	Balance Sheet
110-35405-00	Structures & Improve-Reclaim Water Treat	Balance Sheet
110-35406-00	Structures & Improve-Reclaim Water Distrib	Balance Sheet
110-35407-00	Structures & Improve-General	Balance Sheet
110-35502-00	Power Gen Equip-Collection	Balance Sheet
110-35503-00	Power Gen Equip-System Pumping	Balance Sheet
110-35504-00	Power Gen Equip-Treat & Disposal	Balance Sheet
110-35505-00	Power Gen Equip-Reclaim Water Treat	Balance Sheet
110-35506-00	Power Gen Equip-Reclaim Water Distrib	Balance Sheet
110-36002-00	Collection Sewers-Force-Collection	Balance Sheet

110-36102-00	Collection Sewers-Gravity-Collection	Balance Sheet
110-36202-00	Special Collection Structures-Collection	Balance Sheet
110-36270-00	Contribution in Aid of Construction (CIAC)	Balance Sheet
110-36302-00	Serv to Customers-Collection	Balance Sheet
110-36402-00	Flow Measuring Devices-Collection	Balance Sheet
110-36502-00	Flow Measuring Installs-Collection	Balance Sheet
110-36606-00	Reuse Serv-Reclaim Water Distrib	Balance Sheet
110-36706-00	Reuse Meters & Meter Install-Reclaim Water Distrib	Balance Sheet
110-37003-00	Receiving Wells-System Pumping	Balance Sheet
110-37103-00	Pumping Equip-System Pumping	Balance Sheet
110-37105-00	Pumping Equip-Reclaim Water Treat	Balance Sheet
110-37106-00	Pumping Equip-Reclaim Water Distrib	Balance Sheet
110-37405-00	Reuse Distrib Reserv-Reclaim Water Treat	Balance Sheet
110-37506-00	Reuse Trans & Dist System-Reclaim Water Distrib	Balance Sheet
110-38004-00	Treat and Disposal Equip-Treat & Disposal	Balance Sheet
110-38005-00	Treat and Disposal Equip-Reclaim Water Treat	Balance Sheet
110-38104-00	Sewers-Treat & Disposal	Balance Sheet
110-38105-00	Sewers-Reclaim Water Treat	Balance Sheet
110-38204-00	Outfall Sewer Lines-Treat & Disposal	Balance Sheet
110-38901-00	Other and Misc Equip-Intangible	Balance Sheet
110-38902-00	Other Plant & Misc Equip-Collection	Balance Sheet
110-38903-00	Other Plant & Misc Equip-System Pumping	Balance Sheet
110-38904-00	Other Plant & Misc Equip-Treat & Disposal	Balance Sheet
110-38905-00	Other Plant & Misc Equip-Reclaim Water Treat	Balance Sheet
110-38906-00	Other Plant & Misc Equip-Reclaim Water Distrib	Balance Sheet
110-39007-00	Office Furniture and Equip-General	Balance Sheet
110-39107-00	Transportation Equip-General	Balance Sheet
110-39207-00	Stores Equip-General	Balance Sheet
110-39307-00	Tools, Shop and Garage Equip-General	Balance Sheet
110-39407-00	Laboratory Equip-General	Balance Sheet
110-39507-00	Power Operated Equip-General	Balance Sheet
110-39607-00	Communication Equip-General	Balance Sheet
110-39707-00	Misc Equip-General	Balance Sheet
110-39807-00	Other Tangible -General	Balance Sheet
110-40100-00	Oper Exp (Control Acct)	Profit and Loss
110-40301-01	Depre Exp-Utility PIS-Struct & Improve(Water)	Profit and Loss
110-40301-02	Depre Exp-Utility PIS-Collect and Reserv(Water)	Profit and Loss

110-40301-03	Depre Exp-Utility PIS-Lake, Riv, & Intakes(Water)	Profit and Loss
110-40301-04	Depre Exp-Utility PIS-Wells and Springs(Water)	Profit and Loss
110-40301-05	Depre Exp-Utility PIS-Infilt Gall & Tunnels(Water)	Profit and Loss
110-40301-06	Depre Exp-Utility PIS-Supply Mains(Water)	Profit and Loss
110-40301-07	Depre Exp-Utility PIS-Power Gen Equip(Water)	Profit and Loss
110-40301-08	Depre Exp-Utility PIS-Pumping Equip(Water)	Profit and Loss
110-40301-09	Depre Exp-Utility PIS-Water Treat Equip(Water)	Profit and Loss
110-40301-10	Depre Exp-Utility PIS-Distrib Reserv & SP(Water)	Profit and Loss
110-40301-11	Depre Exp-Utility PIS-Trans & Dist Mains(Water)	Profit and Loss
110-40301-12	Depre Exp-Utility PIS-Serv(Water)	Profit and Loss
110-40301-13	Depre Exp-Utility PIS-Meters & Met Installs(Water)	Profit and Loss
110-40301-14	Depre Exp-Utility PIS-Hydrants(Water)	Profit and Loss
110-40301-15	Depre Exp-Utility PIS-Backflow Prevent Dev(Water)	Profit and Loss
110-40301-16	Depre Exp-Utility PIS-Oth Plant & Misc Equi(Water)	Profit and Loss
110-40301-17	Depre Exp-Utility PIS-Office Furn and Equip(Water)	Profit and Loss
110-40301-18	Depre Exp-Utility PIS-Transportation Equip(Water)	Profit and Loss
110-40301-19	Depre Exp-Utility PIS-Stores Equip(Water)	Profit and Loss
110-40301-20	Depre Exp-Utility PIS-Tool, Shop & Gar Equi(Water)	Profit and Loss
110-40301-21	Depre Exp-Utility PIS-Laboratory Equip(Water)	Profit and Loss
110-40301-22	Depre Exp-Utility PIS-Power Operated Equip(Water)	Profit and Loss
110-40301-23	Depre Exp-Utility PIS-Communication Equip(Water)	Profit and Loss
110-40301-24	Depre Exp-Utility PIS-Misc Equip(Water)	Profit and Loss
110-40301-25	Depre Exp-Utility PIS-Other Tangible Plant(Water)	Profit and Loss
110-40301-26	Depre Exp-Utility PIS-Struct & Improve(Sewer)	Profit and Loss
110-40301-27	Depre Exp-Utility PIS-Power Gen Equip(Sewer)	Profit and Loss
110-40301-28	Depre Exp-Utility PIS-Collect Sewers-Force(Sewer)	Profit and Loss
110-40301-29	Depre Exp-Utility PIS-Collect Sewer-Gravity(Sewer)	Profit and Loss
110-40301-30	Depre Exp-Utility PIS-Special Coll Struct(Sewer)	Profit and Loss
110-40301-31	Depre Exp-Utility PIS-Serv to Customers(Sewer)	Profit and Loss
110-40301-32	Depre Exp-Utility PIS-Flow Measuring Device(Sewer)	Profit and Loss
110-40301-33	Depre Exp-Utility PIS-Flow Measurin Install(Sewer)	Profit and Loss
110-40301-34	Depre Exp-Utility PIS-Reuse Serv(Sewer)	Profit and Loss
110-40301-35	Depre Exp-Utility PIS-Reuse Mtr & Mtr Insta(Sewer)	Profit and Loss
110-40301-36	Depre Exp-Utility PIS-Receiving Wells(Sewer)	Profit and Loss
110-40301-37	Depre Exp-Utility PIS-Pumping Equip(Sewer)	Profit and Loss
110-40301-38	Depre Exp-Utility PIS-Reuse Distrib Reserv(Sewer)	Profit and Loss
110-40301-39	Depre Exp-Utility PIS-Reuse Trans & Dist (Sewer)	Profit and Loss

110-40301-40	Depre Exp-Utility PIS-Treat & Dispos Equip(Sewer)	Profit and Loss
110-40301-41	Depre Exp-Utility PIS-Plant Sewers(Sewer)	Profit and Loss
110-40301-42	Depre Exp-Utility PIS-Outfall Sewer Lines(Sewer)	Profit and Loss
110-40301-43	Depre Exp-Utility PIS-Oth Plant & Misc Equi(Sewer)	Profit and Loss
110-40301-44	Depre Exp-Utility PIS-Office Furn & Equip(Sewer)	Profit and Loss
110-40301-45	Depre Exp-Utility PIS-Transportation Equip(Sewer)	Profit and Loss
110-40301-46	Depre Exp-Utility PIS-Stores Equip(Sewer)	Profit and Loss
110-40301-47	Depre Exp-Utility PIS-Tools Shop & Gar Equi(Sewer)	Profit and Loss
110-40301-48	Depre Exp-Utility PIS-Laboratory Equip(Sewer)	Profit and Loss
110-40301-49	Depre Exp-Utility PIS-Power Operated Equip(Sewer)	Profit and Loss
110-40301-50	Depre Exp-Utility PIS-Communication Equip(Sewer)	Profit and Loss
110-40301-51	Depre Exp-Utility PIS-Misc Equip(Sewer)	Profit and Loss
110-40301-52	Depre Exp-Utility PIS-Other Tangible Plant(Sewer)	Profit and Loss
110-40500-00	New Customer Fee - Sewer	Profit and Loss
110-40811-00	Property Taxes(Ad Valorem)	Profit and Loss
110-40812-00	Payroll Taxes	Profit and Loss
110-40813-00	Other Taxes and Licenses	Profit and Loss
110-41400-00	Gains (Losses) From Disposal of Utility Property	Profit and Loss
110-41900-00	Interest and Dividend Income	Profit and Loss
110-42100-00	Nonutility Income	Profit and Loss
110-42600-02	Misc Nonutility Exp-Depre Exp-Auto	Profit and Loss
110-42600-03	Misc Nonutility Exp-Depre Exp-Furn & Fix	Profit and Loss
110-42600-04	Misc Nonutility Exp-Depre Exp-Comp Equip	Profit and Loss
110-42600-05	Misc Nonutility Exp-Depre Exp-Aircraft	Profit and Loss
110-42600-06	Misc Nonutility Exp-Payroll Exp-Regular	Profit and Loss
110-42600-07	Misc Nonutility Exp-Payroll Exp-Vacation	Profit and Loss
110-42600-08	Misc Nonutility Exp-Payroll Exp-Sick	Profit and Loss
110-42600-09	Misc Nonutility Exp-Payroll Exp-Bonus	Profit and Loss
110-42600-10	Misc Nonutility Exp-Contract Labor	Profit and Loss
110-42600-11	Misc Nonutility Exp-Employee Health Ins	Profit and Loss
110-42600-12	Misc Nonutility Exp-Employee Retire Match	Profit and Loss
110-42600-13	Misc Nonutility Exp-Other Employee Benefits	Profit and Loss
110-42600-14	Misc Nonutility Exp-Life & Disabil Insurance	Profit and Loss
110-42600-15	Misc Nonutility Exp-Prof Fees-Other	Profit and Loss
110-42600-16	Misc Nonutility Exp-Prof Fees-Legal	Profit and Loss
110-42600-17	Misc Nonutility Exp-Prof Fees-Consulting	Profit and Loss
110-42600-18	Misc Nonutility Exp-Prof Fees-Engineering	Profit and Loss

110-42600-19	Misc Nonutility Exp-Prof Fees-Accounting	Profit and Loss
110-42600-20	Misc Nonutility Exp-Recruiting	Profit and Loss
110-42600-21	Misc Nonutility Exp-Advertising	Profit and Loss
110-42600-22	Misc Nonutility Exp-Dues & Subscriptions	Profit and Loss
110-42600-23	Misc Nonutility Exp-Autos-Lease Expense	Profit and Loss
110-42600-24	Misc Nonutility Exp-Equipment Rental	Profit and Loss
110-42600-25	Misc Nonutility Exp-Insurance	Profit and Loss
110-42600-26	Misc Nonutility Exp-Insurance-Auto	Profit and Loss
110-42600-27	Misc Nonutility Exp-Insurance-Liability	Profit and Loss
110-42600-28	Misc Nonutility Exp-Insurance-Disability	Profit and Loss
110-42600-29	Misc Nonutility Exp-Insurance-Workers' Comp	Profit and Loss
110-42600-30	Misc Nonutility Exp-Insurance-Other	Profit and Loss
110-42600-31	Misc Nonutility Exp-Moving Expenses	Profit and Loss
110-42600-32	Misc Nonutility Exp-Postage and Delivery	Profit and Loss
110-42600-33	Misc Nonutility Exp-Printing and Reproduction	Profit and Loss
110-42600-34	Misc Nonutility Exp-Rent Expense	Profit and Loss
110-42600-35	Misc Nonutility Exp-Utilities	Profit and Loss
110-42600-36	Misc Nonutility Exp-Cleaning/Janitorial	Profit and Loss
110-42600-37	Misc Nonutility Exp-Repairs & Maint-Computer	Profit and Loss
110-42600-38	Misc Nonutility Exp-Repairs & Maint-Other	Profit and Loss
110-42600-39	Misc Nonutility Exp-Maint Agreements	Profit and Loss
110-42600-40	Misc Nonutility Exp-Travel	Profit and Loss
110-42600-41	Misc Nonutility Exp-Entertainment	Profit and Loss
110-42600-42	Misc Nonutility Exp-50% Tax Deduct Business Meals	Profit and Loss
110-42600-43	Misc Nonutility Exp-100% Tax Deduct Business Meals	Profit and Loss
110-42600-44	Misc Nonutility Exp-Airfare	Profit and Loss
110-42600-45	Misc Nonutility Exp-Private Aircraft Charter	Profit and Loss
110-42600-46	Misc Nonutility Exp-Autos-Lease Expense	Profit and Loss
110-42600-47	Misc Nonutility Exp-Vehicle Expense	Profit and Loss
110-42600-48	Misc Nonutility Exp-Autos-Gas & Oil	Profit and Loss
110-42600-49	Misc Nonutility Exp-Autos-Repairs & Maint	Profit and Loss
110-42600-50	Misc Nonutility Exp-Autos-Registration & License	Profit and Loss
110-42600-51	Misc Nonutility Exp-Telephone	Profit and Loss
110-42600-52	Misc Nonutility Exp-Telephone-Cell	Profit and Loss
110-42600-53	Misc Nonutility Exp-Office Supplies	Profit and Loss
110-42600-54	Misc Nonutility Exp-Postage & Delivery	Profit and Loss
110-42600-55	Misc Nonutility Exp-Business License & Fees	Profit and Loss

110-42600-56	Misc Nonutility Exp-Professional Development	Profit and Loss
110-42600-57	Misc Nonutility Exp-Recording Fees	Profit and Loss
110-42600-58	Misc Nonutility Exp-Web Hosting	Profit and Loss
110-42600-59	Misc Nonutility Exp-Web Design	Profit and Loss
110-42600-60	Misc Nonutility Exp-Bank Service Charges	Profit and Loss
110-42600-61	Misc Nonutility Exp-Finance Charges	Profit and Loss
110-42600-62	Misc Nonutility Exp-Commercial Loan Fees	Profit and Loss
110-42600-63	Misc Nonutility Exp-Contributions	Profit and Loss
110-42600-64	Misc Nonutility Exp-Utilities-Gas & Electric	Profit and Loss
110-42600-65	Misc Nonutility Exp-Licenses & Permits	Profit and Loss
110-42600-66	Misc Nonutility Exp-Other Misc	Profit and Loss
110-42600-67	Misc Nonutility Exp-Payroll Exp-Bill & Cust Serv	Profit and Loss
110-42600-68	Mis Nonutility Exp-Extrodinary Expense	Profit and Loss
110-42600-70	Mis Nonutility Exp-Bad Debt Exp-InterCompanies	Profit and Loss
110-42600-71	Mis Nonutility Exp-Bad Debt Exp-Outside Companies	Profit and Loss
110-42600-72	Mis Nonutility Exp-Bad Debt Exp-Inventory	Profit and Loss
110-42600-73	Mis Nonutility Exp-Bad Debt Exp-Misc	Profit and Loss
110-42600-80	First Data (CC) Fees	Profit and Loss
110-42702-00	Interest on Short-Term Debt	Profit and Loss
110-42703-00	Interest on Long-Term Debt	Profit and Loss
110-42800-00	Amort of Debt Discount and Expense	Profit and Loss
110-45900-00	Water System Develop Fee (Non-Reg System Only)	Profit and Loss
110-45900-01	Water Tap Fee (Non-Reg System Only)	Profit and Loss
110-45900-02	Water Trunk Capacity Fee (Non-Reg System Only)	Profit and Loss
110-46000-00	Unmetered Revs(Water)	Profit and Loss
110-46101-00	Metered Residential Revs(Water)	Profit and Loss
110-46102-00	Metered Commercial Revs(Water)	Profit and Loss
110-46103-00	Metered Industrial Revs(Water)	Profit and Loss
110-46104-00	Metered Public Auth Revs(Water)	Profit and Loss
110-46105-00	Metered Multiple Family Dwelling Revs(Water)	Profit and Loss
110-46201-00	Public Fire Protection(Water)	Profit and Loss
110-46202-00	Private Fire Protection(Water)	Profit and Loss
110-46400-00	Other Sales to Public Auth(Water)	Profit and Loss
110-46501-00	Metered Sales to Irrigation Customers(Water)	Profit and Loss
110-46502-00	Flat Rate Sales to Irrigation Customers(Water)	Profit and Loss
110-46600-00	Sales for Resale(Water)	Profit and Loss
110-46700-00	Interdepartmental Sales-Mngt Fees(Water)	Profit and Loss

110-46900-00	Guaranteed Revs(Water)	Profit and Loss
110-47000-00	Forfeited Discounts(Water)	Profit and Loss
110-47100-02	Other Water Revs-New Customer Fee	Profit and Loss
110-47100-04	Other Water Revs-Inspection of Water Connection	Profit and Loss
110-47100-06	Other Water Revs-Change/Connect/Disconnect Service	Profit and Loss
110-47100-08	Other Water Revs-Late Fee	Profit and Loss
110-47100-10	Other Water Revs-Returned Check Fee	Profit and Loss
110-47100-12	Other Water Revs-Credit Adjustment	Profit and Loss
110-47100-14	Other Water Revs-Other	Profit and Loss
110-47200-00	Rent From Water Property	Profit and Loss
110-47300-00	Interdepartmental Rents	Profit and Loss
110-47400-00	Other Water Revs	Profit and Loss
110-50300-00	Monitoring System	Profit and Loss
110-51150-00	Licenses and Permits	Profit and Loss
110-52000-00	Sewer System Develop Fee (Non-Reg System Only)	Profit and Loss
110-52000-01	Sewer Trunk Capacity Fee (Non-Reg System Only)	Profit and Loss
110-52000-02	Sewer Tapping Fee (Non-Reg System Only)	Profit and Loss
110-52101-02	Flat Rate Residential Revs(Sewer)	Profit and Loss
110-52102-04	Flat Rate Commercial Revs(Sewer)	Profit and Loss
110-52103-06	Flat Rate Industrial Revs(Sewer)	Profit and Loss
110-52104-08	Flat Rate Revs From Public Auth(Sewer)	Profit and Loss
110-52105-10	Flat Rate Multiple Family Dwelling Revs(Sewer)	Profit and Loss
110-52106-12	Flat Rate Other Revs(Sewer)	Profit and Loss
110-52201-02	Measured Residential Revs(Sewer)	Profit and Loss
110-52202-04	Measured Commercial Revs(Sewer)	Profit and Loss
110-52203-10	Measured Industrial Revs(Sewer)	Profit and Loss
110-52204-12	Measured Revs From Public Auth(Sewer)	Profit and Loss
110-52205-06	Measured Septage Receiving Revs(Sewer)	Profit and Loss
110-52205-08	Measured Grease Receiving Revs(Sewer)	Profit and Loss
110-52205-10	Measured Waste-oil Receiving Revs(Sewer)	Profit and Loss
110-52205-14	Measured Multiple Family Dwelling Revs(Sewer)	Profit and Loss
110-52206-01	Measured Leachate/Wash Receiving Revs (Sewer)	Profit and Loss
110-52300-00	Revs From Public Auth(Sewer)	Profit and Loss
110-52400-00	Revs From Other Systems(Sewer)	Profit and Loss
110-52500-00	Interdepartmental Revs-Mngt fees(Sewer)	Profit and Loss
110-53000-00	Guaranteed Revs(Sewer)	Profit and Loss
110-53100-00	Sale of Sludge(Sewer)	Profit and Loss

110-53200-00	Forfeited Discounts(Sewer)	Profit and Loss
110-53400-00	Rent for Property(Sewer)	Profit and Loss
110-53500-00	Interdepartmental Rents(Sewer)	Profit and Loss
110-53600-02	Other Sewer Revs-New Customer Fee	Profit and Loss
110-53600-04	Other Sewer Revs-Inspection of Sewer Connection	Profit and Loss
110-53600-06	Other Sewer Revs-Change/Connect/Disconnect Service	Profit and Loss
110-53600-08	Other Sewer Revs-Septage Dumping Application Fee	Profit and Loss
110-53600-10	Other Sewer Revs-Late Fee	Profit and Loss
110-53600-12	Other Sewer Revs-Returned Check Fee	Profit and Loss
110-53600-14	Other Sewer Revs-Credit Adjustment	Profit and Loss
110-53600-15	Other Sewer Revs - Broken/Missing Lock Fee	Profit and Loss
110-53600-16	Other Sewer Revs-Other	Profit and Loss
110-53600-18	Other Sewer Revs-Misc Late Fees	Profit and Loss
110-53600-19	Other Sewer Revs-Bad Debt Legal	Profit and Loss
110-53600-20	Other Sewer Revs-Bad Debt Interest	Profit and Loss
110-54001-00	Flat Rate Residential Reuse Revs(Sewer)	Profit and Loss
110-54002-00	Flat Rate Commercial Reuse Revs(Sewer)	Profit and Loss
110-54003-00	Flat Rate Industrial Reuse Revs(Sewer)	Profit and Loss
110-54004-00	Flat Rate Reuse Revs from Public Auth(Sewer)	Profit and Loss
110-54005-00	Flat Rate Other Revs(Sewer)	Profit and Loss
110-54101-00	Measured Residential Reuse Revs(Sewer)	Profit and Loss
110-54102-00	Measured Commercial Reuse Revs(Sewer)	Profit and Loss
110-54103-00	Measured Industrial Reuse Revs(Sewer)	Profit and Loss
110-54104-00	Measured Reuse Revs from Public Auth(Sewer)	Profit and Loss
110-54400-00	Reuse Revs from Other Systems(Sewer)	Profit and Loss
110-60101-00	Employee Salaries (Source of Supply-Oper)	Profit and Loss
110-60102-00	Employee Salaries (Source of Supply-Maint)	Profit and Loss
110-60103-00	Employee Salaries (Water Treatment-Oper)	Profit and Loss
110-60104-00	Employee Salaries (Water Treatment-Maint)	Profit and Loss
110-60105-00	Employee Salaries (Trans & Dist-Oper)	Profit and Loss
110-60106-00	Employee Salaries (Trans & Dist-Maint)	Profit and Loss
110-60106-01	Payroll Taxes	Profit and Loss
110-60106-02	Direct Exp - Employee Retire Match	Profit and Loss
110-60107-00	Employee Salaries (Customer Accts)	Profit and Loss
110-60108-00	Employee Salaries (Gen & Admin)	Profit and Loss
110-60900-00	Professional Fees - Accounting	Profit and Loss
110-61001-00	Purchased Water (Source of Supply-Oper)	Profit and Loss

110-61250-00	Insurance - Liability	Profit and Loss
110-61400-00	Insurance - Other	Profit and Loss
110-61500-00	Postage and Delivery	Profit and Loss
110-61501-00	Purchased Power (Source of Supply-Oper)	Profit and Loss
110-61503-00	Purchased Power (Water Treatment-Oper)	Profit and Loss
110-61505-00	Purchased Power (Trans & Dist-Oper)	Profit and Loss
110-61605-00	Fuel for Power Prod (Trans & Dist-Oper)	Profit and Loss
110-61801-00	Chemicals (Source of Supply-Oper)	Profit and Loss
110-61802-00	Chemicals (Source of Supply-Maint)	Profit and Loss
110-61803-00	Chemicals (Water Treatment-Oper)	Profit and Loss
110-61804-00	Chemicals (Water Treatment-Maint)	Profit and Loss
110-61805-00	Chemicals (Trans & Dist-Oper)	Profit and Loss
110-61806-00	Chemicals (Trans & Dist - Maint)	Profit and Loss
110-61900-00	Travel	Profit and Loss
110-62001-00	Materials & Supplies (Source of Supply-Oper)	Profit and Loss
110-62002-00	Materials & Supplies (Source of Supply-Maint)	Profit and Loss
110-62003-00	Materials & Supplies (Water Treatment-Oper)	Profit and Loss
110-62004-00	Materials & Supplies (Water Treatment-Maint)	Profit and Loss
110-62005-00	Materials & Supplies (Trans & Dist-Oper)	Profit and Loss
110-62006-00	Materials & Supplies (Trans & Dist-Maint)	Profit and Loss
110-63101-00	Contract Engin Serv (Source of Supply-Oper)	Profit and Loss
110-63102-00	Contract Engin Serv (Source of Supply-Maint)	Profit and Loss
110-63103-00	Contract Engin Serv (Water Treatment-Oper)	Profit and Loss
110-63104-00	Contract Engin Serv (Water Treatment-Maint)	Profit and Loss
110-63105-00	Contract Engin Serv (Trans & Dist-Oper)	Profit and Loss
110-63106-00	Contract Engin Serv (Trans & Dist-Maint)	Profit and Loss
110-63201-00	Contract Accounting Serv (Source of Supply-Oper)	Profit and Loss
110-63202-00	Contract Accounting Serv (Source of Supply-Maint)	Profit and Loss
110-63203-00	Contract Accounting Serv (Water Treatment-Oper)	Profit and Loss
110-63204-00	Contract Accounting Serv (Water Treatment-Maint)	Profit and Loss
110-63205-00	Contract Accounting Serv (Trans & Dist-Oper)	Profit and Loss
110-63206-00	Contract Accounting Serv (Trans & Dist-Maint)	Profit and Loss
110-63301-00	Contract Legal Serv (Source of Supply-Oper)	Profit and Loss
110-63302-00	Contract Legal Serv (Source of Supply-Maint)	Profit and Loss
110-63303-00	Contract Legal Serv (Water Treatment-Oper)	Profit and Loss
110-63304-00	Contract Legal Serv (Water Treatment-Maint)	Profit and Loss
110-63305-00	Contract Legal Serv (Trans & Dist-Oper)	Profit and Loss

110-63306-00	Contract Legal Serv (Trans & Dist-Maint)	Profit and Loss
110-63401-00	Contract Serv-Mngt Fees (Source of Supply-Oper)	Profit and Loss
110-63402-00	Contract Serv-Mngt Fees (Source of Supply-Maint)	Profit and Loss
110-63403-00	Contract Serv-Mngt Fees (Water Treatment-Oper)	Profit and Loss
110-63404-00	Contract Serv-Mngt Fees (Water Treatment-Maint)	Profit and Loss
110-63405-00	Contract Serv-Mngt Fees (Trans & Dist-Oper)	Profit and Loss
110-63406-00	Contract Serv-Mngt Fees (Trans & Dist-Maint)	Profit and Loss
110-63501-00	Contract Serv-Testing (Source of Supply-Oper)	Profit and Loss
110-63502-00	Contract Serv-Testing (Source of Supply-Maint)	Profit and Loss
110-63503-00	Contract Serv-Testing (Water Treatment-Oper)	Profit and Loss
110-63504-00	Contract Serv-Testing (Water Treatment-Maint)	Profit and Loss
110-63505-00	Contract Serv-Testing (Trans & Dist-Oper)	Profit and Loss
110-63506-00	Contract-Serv-Testing (Trans & Dist-Maint)	Profit and Loss
110-63601-00	Contract Serv-Other (Source of Supply-Oper)	Profit and Loss
110-63602-00	Contract Serv-Other (Source of Supply-Maint)	Profit and Loss
110-63603-00	Contract Serv-Other (Water Treatment-Oper)	Profit and Loss
110-63604-00	Contract Serv-Other (Water Treatment-Maint)	Profit and Loss
110-63605-00	Contract Serv-Other (Trans & Dist-Oper)	Profit and Loss
110-63606-00	Contract Serv-Other (Trans & Dist-Maint)	Profit and Loss
110-64101-00	Rent (Source of Supply-Oper)	Profit and Loss
110-67501-00	Misc Expense (Source of Supply-Oper)	Profit and Loss
110-67502-00	Misc Expense (Source of Supply-Maint)	Profit and Loss
110-67503-00	Misc Expense (Water Treatment-Oper)	Profit and Loss
110-67504-00	Misc Expense (Water Treatment-Maint)	Profit and Loss
110-67505-00	Misc Expense (Trans & Dist-Oper)	Profit and Loss
110-67506-00	Misc Expense (Trans & Dist-Maint)	Profit and Loss
110-70100-00	Interest Income	Profit and Loss
110-70101-00	Employee Salaries (Collect Systems-Oper)	Profit and Loss
110-70102-00	Employee Salaries (Collect Systems-Maint)	Profit and Loss
110-70103-00	Employee Salaries (Pumping-Oper)	Profit and Loss
110-70104-00	Employee Salaries (Pumping-Maint)	Profit and Loss
110-70105-00	Employee Salaries (Treat & Disposal-Oper)	Profit and Loss
110-70106-00	Employee Salaries (Treat & Disposal-Maint)	Profit and Loss
110-70107-00	Employee Salaries (Cust Service Exp)	Profit and Loss
110-70108-00	Employee Salaries (G & A Exp)	Profit and Loss
110-70109-00	Employee Salaries (Reclaim Water Treat-Oper)	Profit and Loss
110-70110-00	Employee Salaries (Reclaim Water Treat-Maint)	Profit and Loss

110-70111-00	Employee Salaries (Reclaim Water Distrib-Oper)	Profit and Loss
110-70112-00	Employee Salaries (Reclaim Water Distrib-Maint)	Profit and Loss
110-70200-00	Dividend Income	Profit and Loss
110-70301-00	Executive Salaries (Collect Systems-Oper)	Profit and Loss
110-70302-00	Executive Salaries (Collect Systems-Maint)	Profit and Loss
110-70350-00	Other Income - Finance Charges	Profit and Loss
110-71000-00	Other Expenses	Profit and Loss
110-71005-00	Purchased Sewer Treat (Treat & Disposal-Oper)	Profit and Loss
110-71105-00	Sludge Removal Expense (Treat & Disposal-Oper)	Profit and Loss
110-71106-00	Sludge Removal Expense (Treat & Disposal-Maint)	Profit and Loss
110-71501-00	Utilities (Collect Systems-Oper)	Profit and Loss
110-71503-00	Utilities (Pumping-Oper)	Profit and Loss
110-71505-00	Utilities (Treat & Disposal-Oper)	Profit and Loss
110-71505-01	Utilities - Water (Treat & Disposal-Oper)	Profit and Loss
110-71505-02	Utilities - Electric (Treat & Disposal-Oper)	Profit and Loss
110-71505-03	Utilities - Gas (Treat & Disposal-Oper)	Profit and Loss
110-71505-04	Utilities - Telephone (Treat & Disposal-Oper)	Profit and Loss
110-71506-00	Primary Solids\Screenings Disposal (Treat&Disp-Op)	Profit and Loss
110-71509-00	Utlities (Reclaim Water Treat-Oper)	Profit and Loss
110-71511-00	Utilities (Reclaim Water Distrib-Oper)	Profit and Loss
110-71600-00	Minority Interest - Gain/Loss	Profit and Loss
110-71601-00	Fuel for Power Product (Collect Systems-Oper)	Profit and Loss
110-71603-00	Fuel for Power Product (Pumping-Oper)	Profit and Loss
110-71605-00	Fuel for Power Product (Treat & Disposal-Oper)	Profit and Loss
110-71609-00	Fuel for Power Product (Reclaim Water Treat-Oper)	Profit and Loss
110-71611-00	Fuel for Power Product (Reclaim Water Distri-Oper)	Profit and Loss
110-71801-00	Chemicals (Collect Systems-Oper)	Profit and Loss
110-71802-00	Chemicals (Collect Systems-Maint)	Profit and Loss
110-71803-00	Chemicals (Pumping-Oper)	Profit and Loss
110-71804-00	Chemicals (Pumping-Maint)	Profit and Loss
110-71805-00	Chemicals (Treat & Disposal-Oper)	Profit and Loss
110-71806-00	Chemicals (Treat & Disposal-Maint)	Profit and Loss
110-71809-00	Chemicals (Reclaim Water Treat-Oper)	Profit and Loss
110-71810-00	Chemicals (Reclaim Water Treat-Maint)	Profit and Loss
110-71811-00	Chemicals (Reclaim Water Distrib-Oper)	Profit and Loss
110-71812-00	Chemicals (Reclaim Water Distrib-Maint)	Profit and Loss
110-72001-00	Materials & Supplies (Collect Systems-Oper)	Profit and Loss

110-72002-00	Materials & Supplies (Collect Systems-Maint)	Profit and Loss
110-72003-00	Materials & Supplies (Pumping-Oper)	Profit and Loss
110-72004-00	Materials & Supplies (Pumping-Maint)	Profit and Loss
110-72005-00	Materials & Supplies (Treat & Disposal-Oper)	Profit and Loss
110-72006-00	Materials & Supplies (Treat & Disposal-Maint)	Profit and Loss
110-72009-00	Materials & Supplies (Reclaim Water Treat-Oper)	Profit and Loss
110-72110-00	Materials & Supplies (Reclaim Water Treat-Maint)	Profit and Loss
110-72011-00	Materials & Supplies (Reclaim Water Distrib-Oper)	Profit and Loss
110-72012-00	Materials & Supplies (Reclaim Water Distrib-Maint)	Profit and Loss
110-73101-00	Contract Engin Serv (Collect Systems-Oper)	Profit and Loss
110-73102-00	Contract Engin Serv (Collect Systems-Maint)	Profit and Loss
110-73103-00	Contract Engin Serv (Pumping-Oper)	Profit and Loss
110-73104-00	Contract Engin Serv (Pumping-Maint)	Profit and Loss
110-73105-00	Contract Engin Serv (Treat & Disposal-Oper)	Profit and Loss
110-73106-00	Contract Engin Serv (Treat & Disposal-Maint)	Profit and Loss
110-73109-00	Contract Engin Serv (Reclaim Water Treat-Oper)	Profit and Loss
110-73110-00	Contract Engin Serv (Reclaim Water Treat-Maint)	Profit and Loss
110-73111-00	Contract Engin Serv (Reclaim Water Distrib-Oper)	Profit and Loss
110-73112-00	Contract Engin Serv (Reclaim Water Distrib-Maint)	Profit and Loss
110-73201-00	Contract Accting Serv (Collect Systems-Oper)	Profit and Loss
110-73202-00	Contract Accting Serv (Collect Systems-Maint)	Profit and Loss
110-73203-00	Contract Accting Serv (Pumping-Oper)	Profit and Loss
110-73204-00	Contract Accting Serv (Pumping-Maint)	Profit and Loss
110-73205-00	Contract Accting Serv (Treat & Disposal-Oper)	Profit and Loss
110-73206-00	Contract Accting Serv (Treat & Disposal-Maint)	Profit and Loss
110-73209-00	Contract Accting Serv (Reclaim Water Treat-Oper)	Profit and Loss
110-73210-00	Contract Accting Serv (Reclaim Water Treat-Maint)	Profit and Loss
110-73211-00	Contract Accting Serv (Reclaim Water Distrib-Oper)	Profit and Loss
110-73212-00	Contract Accting Serv (Reclaim Water Distri-Maint)	Profit and Loss
110-73301-00	Contract Legal Serv (Collect Systems-Oper)	Profit and Loss
110-73302-00	Contract Legal Serv (Collect Systems-Maint)	Profit and Loss
110-73303-00	Contract Legal Serv (Pumping-Oper)	Profit and Loss
110-73304-00	Contract Legal Serv (Pumping-Maint)	Profit and Loss
110-73305-00	Contract Legal Serv (Treat & Disposal-Oper)	Profit and Loss
110-73306-00	Contract Legal Serv (Treat & Disposal-Maint)	Profit and Loss
110-73309-00	Contract Legal Serv (Reclaim Water Treat-Oper)	Profit and Loss
110-73310-00	Contract Legal Serv (Reclaim Water Treat-Maint)	Profit and Loss

110-73311-00	Contract Legal Serv (Reclaim Water Distrib-Oper)	Profit and Loss
110-73312-00	Contract Legal Serv (Reclaim Water Distrib-Maint)	Profit and Loss
110-73401-00	Contract Mngt Fees (Collect Systems-Oper)	Profit and Loss
110-73402-00	Contract Mngt Fees (Collect Systems-Maint)	Profit and Loss
110-73403-00	Contract Mngt Fees (Pumping-Oper)	Profit and Loss
110-73404-00	Contract Mngt Fees (Pumping-Maint)	Profit and Loss
110-73405-00	Contract Mngt Fees (Treat & Disposal-Oper)	Profit and Loss
110-73406-00	Contract Mngt Fees (Treat & Disposal-Maint)	Profit and Loss
110-73408-00	Contract Mngt Fees (G & A Exp)	Profit and Loss
110-73409-00	Contract Mngt Fees (Reclaim Water Treat-Oper)	Profit and Loss
110-73410-00	Contract Mngt Fees (Reclaim Water Treat-Maint)	Profit and Loss
110-73411-00	Contract Mngt Fees (Reclaim Water Distrib-Oper)	Profit and Loss
110-73412-00	Contract Mngt Fees (Reclaim Water Distrib-Maint)	Profit and Loss
110-73501-00	Contract Testing (Collect Systems-Oper)	Profit and Loss
110-73502-00	Contract Testing (Collect Systems-Maint)	Profit and Loss
110-73503-00	Contract Testing (Pumping-Oper)	Profit and Loss
110-73504-00	Contract Testing (Pumping-Maint)	Profit and Loss
110-73505-00	Contract Testing (Treat & Disposal-Oper)	Profit and Loss
110-73506-00	Contract Testing (Treat & Disposal-Maint)	Profit and Loss
110-73509-00	Contract Testing (Reclaim Water Treat-Oper)	Profit and Loss
110-73510-00	Contract Testing (Reclaim Water Treat-Maint)	Profit and Loss
110-73511-00	Contract Testing (Reclaim Water Distrib-Oper)	Profit and Loss
110-73512-00	Contract Testing (Reclaim Water Distrib-Maint)	Profit and Loss
110-73601-00	Other Contract Serv (Collect Systems-Oper)	Profit and Loss
110-73602-00	Other Contract Serv (Collect Systems-Maint)	Profit and Loss
110-73603-00	Other Contract Serv (Pumping-Oper)	Profit and Loss
110-73604-00	Other Contract Serv (Pumping-Maint)	Profit and Loss
110-73605-00	Other Contract Serv (Treat & Disposal-Oper)	Profit and Loss
110-73606-00	Other Contract Serv (Treat & Disposal-Maint)	Profit and Loss
110-73609-00	Other Contract Serv (Reclaim Water Treat-Oper)	Profit and Loss
110-73610-00	Other Contract Serv (Reclaim Water Treat-Maint)	Profit and Loss
110-73611-00	Other Contract Serv (Reclaim Water Distrib-Oper)	Profit and Loss
110-73612-00	Other Contract Serv (Reclaim Water Distrib-Maint)	Profit and Loss
110-74105-00	Rent (Treat & Disposal-Oper)	Profit and Loss
110-77006-00	Bad Debt Expense	Profit and Loss
110-77501-00	Misc Exp (Collect Systems-Oper)	Profit and Loss
110-77502-00	Misc Exp (Collect Systems-Maint)	Profit and Loss

110-77503-00	Misc Exp (Pumping-Oper)	Profit and Loss
110-77504-00	Misc Exp (Pumping-Maint)	Profit and Loss
110-77505-00	Misc Exp (Treat & Disposal-Oper)	Profit and Loss
110-77506-00	Misc Exp (Treat & Disposal-Maint)	Profit and Loss
110-77507-00	Misc Exp (Cust Service Exp)	Profit and Loss
110-77508-00	Misc Exp (G & A Exp)	Profit and Loss
110-77509-00	Misc Exp (Reclaim Water Treat-Oper)	Profit and Loss
110-77510-00	Misc Exp (Reclaim Water Treat-Maint)	Profit and Loss
110-77511-00	Misc Exp (Reclaim Water Distrib-Oper)	Profit and Loss
110-77512-00	Misc Exp (Reclaim Water Distrib-Maint)	Profit and Loss
110-80000-00	Taxes - Federal	Profit and Loss
110-90000-00	Number of Customers	Balance Sheet
110-90001-00	WasteWater Treatment - Gallons/Day	Balance Sheet
110-99999-01	Accounts Payable Suspense	Balance Sheet
110-99999-02	Bank Rec Suspense Acct	Balance Sheet

Account Category Number
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process
Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Cash

Cash

Other Assets

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation
Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Accumulated Depreciation

Long-Term Investments

Long-Term Investments

Long-Term Investments

Long-Term Investments

Long-Term Investments

Long-Term Investments

Long-Term Investments

Long-Term Investments

Long-Term Investments

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Long-Term Debt

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Cash

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Accounts Receivable

Inventory

Prepaid Expenses

Prepaid Expenses

Property, Plant and Equipment

Other Assets

Other Assets

Other Assets

Other Assets

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Work in Process

Other Assets

Accumulated Depreciation

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Other Assets

Intangible Assets

Additional Paid-in Capital - Common

Additional Paid-in Capital - Common

Additional Paid-in Capital - Common

Long-Term Debt

Long-Term Debt

Long-Term Debt

Long-Term Debt

Long-Term Debt

Accounts Payable

Accounts Payable

Notes Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Accounts Payable

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Long-Term Debt

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Other Current Liabilities

Notes Payable

Notes Payable

Notes Payable

Notes Payable

Long-Term Debt

Other Current Liabilities

Intangible Assets

Intangible Assets

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment

Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment

Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Property, Plant and Equipment
Other Expenses
Depreciation Expense
Depreciation Expense

Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense

Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Depreciation Expense
Sales
Tax Expense
Tax Expense
Tax Expense
Other Income
Other Income
Other Income
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense

Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense

Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Salaries Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Selling Expense
Other Expenses
Interest Expense
Interest Expense
Interest Expense
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Cost of Goods Sold

Cost of Goods Sold

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales

Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Sales
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Tax Expense
Selling Expense
Cost of Goods Sold
Cost of Goods Sold
Administrative Expense
Cost of Goods Sold

Administrative Expense
Administrative Expense
Administrative Expense
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Administrative Expense
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold

Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Interest Expense
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Interest Expense

Cost of Goods Sold

Cost of Goods Sold

Other Income

Other Expenses

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Other Expenses

Other Expenses

Other Expenses

Other Expenses

Other Expenses

Cost of Goods Sold

Cost of Goods Sold

Other Income

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold

Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Cost of Goods Sold
Other Expenses
Cost of Goods Sold
Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Cost of Goods Sold

Tax Expense

0

0

Other Expenses

Other Expenses

EXHIBIT FOR DATA REQUEST 7

Caney Fork Electric Cooperative, Inc.

Retail Rate Schedule Effective May 2017

				Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017
Residential										
	Customer Charge			$17.94	$17.94	$17.94	$17.94	$17.94	$17.94	$17.94
	All KWH			$0.09356	$0.09669	$0.09547	$0.09439	$0.09316	$0.09137	$0.09199
GSA 1 (Less than 50 KW) LOW USAGE (0 - 500 kW)										
	Customer Charge			$24.19	$24.19	$24.19	$24.19	$24.19	$24.19	$24.19
	All KWH			$0.10769	$0.11079	$0.10959	$0.10853	$0.10732	$0.10553	$0.10614
GSA 1 (Less than 50 KW) HIGH USAGE (501 kW and Above)										
	Customer Charge			$34.19	$34.19	$34.19	$34.19	$34.19	$34.19	$34.19
	All KWH			$0.10769	$0.11079	$0.10959	$0.10853	$0.10732	$0.10553	$0.10614
GSA 2 (51 - 1000 KW)										
	Customer Charge			$135.80	$135.80	$135.80	$135.80	$135.80	$135.80	$135.80
	First 15,000 KWH			$0.10042	$0.10352	$0.10232	$0.10126	$0.10005	$0.09826	$0.09887
	Additional KWH			$0.06318	$0.06552	$0.06434	$0.06329	$0.06210	$0.06106	$0.06166
	First 50 KW Demand			$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
	Additional KW			$14.67	$14.67	$14.67	$14.67	$14.67	$14.67	$14.67
GSA 3 (1001 - 5000 KW)										
	Customer Charge			$372.00	$372.00	$372.00	$372.00	$372.00	$372.00	$372.00
	All KWH			$0.06700	$0.06934	$0.06816	$0.06711	$0.06592	$0.06488	$0.06548
	First 1000 KW Demand			$14.01	$14.01	$14.01	$14.01	$14.01	$14.01	$14.01
	Additional Demand			$15.77	$15.77	$15.77	$15.77	$15.77	$15.77	$15.77
MSB TOU				**Transition**	**WINTER**	**WINTER**	**WINTER**	**WINTER**	**Transition**	**Transition**
	Customer Charge			$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
	On Peak			$0.05509	$0.06668	$0.06580	$0.06452	$0.06259	$0.05317	$0.05354
	Off Peak 1			$0.05509	$0.05588	$0.05500	$0.05372	$0.05179	$0.05317	$0.05354
	Off Peak 2			$0.02388	$0.02550	$0.02462	$0.02334	$0.02141	$0.02196	$0.02233
	Off Peak 3			$0.02145	$0.02307	$0.02219	$0.02091	$0.01898	$0.01953	$0.01990
	On Peak			$8.83	$8.83	$8.83	$8.83	$8.83	$8.83	$8.83
	Maximum			$2.16	$2.16	$2.16	$2.16	$2.16	$2.16	$2.16
	FR			$0.93	$0.93	$0.93	$0.93	$0.93	$0.93	$0.93
Outdoor Lighting										
	All KWH			$0.06734	$0.07048	$0.06926	$0.06818	$0.06695	$0.06515	$0.06577
Pole	**Type**	**Monthly kWh**		**Nov 2016**	**Dec 2016**	**Jan 2017**	**Feb 2017**	**Mar 2017**	**Apr 2017**	**May 2017**
$5.00	100 HPS	42		$6.95	$7.08	$7.03	$6.98	$6.93	$6.86	$6.88
$5.00	100 MH	47		$8.81	$8.96	$8.91	$8.85	$8.80	$8.71	$8.74
$5.00	175 MV	70		$8.74	$8.96	$8.88	$8.80	$8.72	$8.59	$8.63
$5.00	200 HPS	82		$12.50	$12.76	$12.66	$12.57	$12.47	$12.32	$12.37
$5.00/$7.50	**42W LED YARD**	**15**		**$8.45**	**$8.50**	**$8.48**	**$8.46**	**$8.44**	**$8.42**	**$8.43**
$5.00/$7.50	**57W LED YARD**	**21**		**$9.09**	**$9.16**	**$9.13**	**$9.11**	**$9.09**	**$9.05**	**$9.06**
$7.00/$8.00	**125W LED FLOOD**	**46**		**N/A**	**$18.22**	**$18.17**	**$18.12**	**$18.06**	**$17.98**	**$18.01**
$7.00/$8.00	148W LED FLOOD	54		$18.65	$18.82	$18.75	$18.69	$18.63	$18.53	$18.56
$7.00	400 MV	155		$14.50	$14.98	$14.80	$14.63	$14.44	$14.16	$14.25
$7.00	400 MH	165		$19.89	$20.41	$20.21	$20.03	$19.83	$19.53	$19.63
$7.00	1000 MH	398		$38.18	$39.43	$38.95	$38.52	$38.03	$37.31	$37.56

EXHIBIT FOR DATA REQUEST 8

Public Works & Utility Management Service Agreement Between Integra Water - Tennessee, LLC, and Envirolink, Inc.

This Public Works & Utility Management Service Agreement (hereinafter referred to as the "Agreement") is made as of this _____ day of _____, 201__ by and between **Envirolink, Inc**., a North Carolina Corporation (hereinafter called "Envirolink"), and **Integra Water - Tennessee, LLC**, a Limited Liability Corporation located in _____ County, Tennessee (hereinafter called "IW-TN", "Owner" or "Utility"). In this Agreement, Envirolink and the Owner are referred to collectively as the "Parties" and individually as a "Party".

Witnesseth

WHEREAS, the Owner is a duly incorporated limited liability company in the State of Tennessee, and it is in the business of providing utility services to its customers, including water and wastewater utility services , and

WHEREAS, the Owner owns certain water and wastewater assets that are more fully described in each separately issued task orders (attached hereto and incorporated herein to this Agreement), and

WHEREAS, the Owner provides Utility Services, including services for the wastewater treatment plant, the wastewater collection system, wastewater irrigation, wastewater infiltration pond disposal, biosolids management, land application, the water supply wells and water treatment systems, the water distribution system, and services for the Cross Connection Control Program and Additional Services that are described in Exhibit B and Exhibit C (attached hereto and incorporated herein to this Agreement), and

WHEREAS, the Owner is required under the laws of the State of Tennessee to provide the managerial, technical, financial, operational and maintenance capabilities as a condition of ownership of the water and wastewater treatment facilities, and

WHEREAS, the Owner has Authority under the laws of the State of Tennessee and desires to enter into a professional services contract for the management of Utility Assets described in separately issued task orders, and

WHEREAS, Envirolink is in the business of providing the managerial, technical, financial, operational and maintenance services to owners of water and wastewater treatment facilities and Public Works facilities, and

WHEREAS, Envirolink is capable of rendering professional Public Works services and Utility operation, maintenance, and management services for the Utility, and

WHEREAS, Owner desires to engage Envirolink to provide such professional services, and

NOW THEREFORE in consideration of the mutual promises and of the rights, powers and duties hereinafter set forth to be performed by each, Owner and Envirolink mutually agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

Definitions: As used in this Agreement, the terms listed in this Article shall have the following meanings:

A. "Additional Services" shall mean those Public Works Services and Utility Operation, Management and Maintenance Services that are not included in the Scope of Services as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement).

B. "Certified Operator" or "Operator" shall mean personnel, employees or agents of Envirolink certified by the Tennessee Department of Environment and Conservation ("TDEC") and any applicable State Water Treatment Facility Operators Certification or Water Pollution Control System Operators Certification Commissions/Boards, to operate and maintain water supply, wastewater purification and related facilities.

C. "Contract Start Date" shall begin on _____ 1, 201_.

D. "Facilities" shall mean those water supply wells, water treatment systems, water distribution systems, biosolids management, land application systems, wastewater treatment plants, wastewater collection systems, wastewater disposal systems, and wastewater cross connection system (as authorized via separate task order).

E. "Public Works Services and Utility Operation, Management, and Maintenance Services" or "Scope of Services" or "Services" shall mean those professional services provided by Envirolink to the Owner as set forth in Article 2 and in Exhibit B.

F. "State" shall mean the State of Tennessee.

G. "Task Order" shall mean individually executed orders authorizing Envirolink to perform certain services which are identified in Exhibit B for a particular project. It is understood that the scope of services in Exhibit B applicable to a particular project are dependent on the project specific requirements.

H. "Uncontrollable Circumstance" shall include, without limitation, earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, and other similarly cataclysmic occurrences.

I. "Water and Wastewater Facilities" shall mean the water and wastewater assets described separate task orders.

ARTICLE 2 - SCOPE OF SERVICES BY ENVIROLINK

Owner engages Envirolink and Envirolink agrees to be engaged by Owner to certain Services, as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement) and authorized by individual executed Task Orders (the form of which is attached herein) with said services being performed in accordance with the terms and conditions set forth herein.

In addition to the Scope of Services, Envirolink may perform Additional Services at the request of the Owner, or Envirolink may perform Additional Services if such Additional Services are needed as a result of an Uncontrollable Circumstance or the existence of an unanticipated circumstance, situation or event not included in the Scope of Services. Envirolink shall be paid for such Additional Services on the basis set forth in Article 7.

ARTICLE 3 – RESPONSIBILITIES OF OWNER

Owner shall provide Envirolink with the items and assistance set forth in Exhibit C (attached hereto and incorporated herein to this Agreement), in accordance with the terms and conditions set forth herein.

Owner shall provide compensation and payment to Envirolink in accordance with the terms and conditions set forth in Article 7.

ARTICLE 4 – INDEPENDENT CONTRACTOR

Envirolink shall be deemed to be an independent contractor. Envirolink shall have no power or right to enter into contracts or commitments on behalf of the Owner unless specifically authorized in writing by the Owner to do so.

ARTICLE 5 – TERM OF AGREEMENT

Subject to the other provisions of this Agreement, the initial term of this Agreement shall be for a period of five (5) years and ending on the fifth (5^{th}) anniversary of the contract date ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for an additional term of five (5) years, unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration of the Initial Term. The Owner shall turn the Facilities over to Envirolink on the date stipulated on the separately issued task orders, free and clear of the rights of any other operator thereof, and Envirolink shall commence providing the Services on _____ 1, 201__.

ARTICLE 6 - TERMINATION

6.1 Termination for Default. Either party (the "Terminating Party") may terminate this Agreement if a material breach of any provision of this Agreement has been committed by the other party (the "Breaching Party") through no fault of the Terminating Party, provided that the following procedure is strictly adhered to:

6.1.1 The Terminating Party must give the Breaching Party written notice setting forth in detail the alleged deficiencies and a reasonable opportunity to correct them in accordance with provisions of this Article.

6.1.2 If the deficiencies are not corrected within the time specified, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending written notice (a "Notice of Imminent Default") which shall set forth a description of the deficiencies constituting breach of this Agreement and provide the Breaching Party a period of not less than ninety (90) days within which to correct such conditions. Provided, however, if the nature of the alleged default is such that additional time is required to correct such default, then, provided that the party receiving such notice (i) promptly presents a plan to the Terminating Party for correcting the default and (ii) takes immediate and substantial steps toward correcting the default, then the period for effecting a correction shall be reasonably extended in accordance with the plan presented by the party allegedly in default.

6.1.3 If such deficiencies are not corrected within the ninety (90)-day period, as the same may be extended, the Terminating Party may declare the Breaching Party in default by issuing a Declaration of Default stating the effective termination date of the Agreement.

6.1.4. In the event that the Owner disputes that Envirolink has corrected the deficiencies, a professional engineer licensed to practice in the State of Tennessee will be selected and retained by Envirolink to be the judge of whether said deficiencies have been corrected.

ARTICLE 7 - COMPENSATION AND PAYMENT TO ENVIROLINK

For the services within the Scope of Services, Owner shall pay Envirolink compensation for each year during the Initial Term and each year during any renewal period as set forth in Exhibit D ("Annual Fee") (attached hereto and incorporated herein to this Agreement).

Owner shall pay Envirolink one-twelfth (1/12) of the Annual Fee for the current year within fifteen (15) days of issuance of an invoice from Envirolink for services provided during the preceding month. Owner shall pay Envirolink interest at an annual rate equal to one and one-half percent (1.5%) per month, on payments not paid and received on the due date of the payment. Envirolink shall provide each invoice on or about the first day of the month for services provided during the preceding month.

For Services that Envirolink can provide in-house (*i.e.*, Envirolink does not have to enlist the services of a contractor or subcontractor and Envirolink does not have to lease any equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation as provided in Envirolink's Rate Schedule for Additional Services that is set forth in Exhibit E (attached hereto and incorporated herein to this Agreement). The rates contained in the Rate Schedule for Additional Services are subject to change. For Reimbursable Expenses and Additional Services that Envirolink cannot provide in-house (*i.e.*, Envirolink has to enlist the services of a contractor or subcontractor or Envirolink has to lease equipment to provide the

Additional Services), Owner shall pay Envirolink additional compensation based upon Envirolink's actual costs (including overhead, equipment, materials and labor), plus fifteen percent (15%) of that cost.

ARTICLE 8 - INDEMNIFICATION

Envirolink agrees to indemnify and hold harmless the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney's fee to the extent resulting from the negligence or willful misconduct of Envirolink, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that Envirolink shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages, costs, expenses, and attorney's fees arising out of the negligence or willful misconduct of the Owner, its officers agents, servants, and employees. Envirolink shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement.

Owner agrees to defend, indemnify and hold Envirolink, and its affiliates, together with its officers, directors, employees, and agents, harmless from any liability for damage or claims that may arise from an environmental claim, Uncontrollable Circumstance, the failure of Owner to perform its responsibilities under Article 3, any discharge, dispersal, release, or escape from the Facilities; any flow into or upon land, the atmosphere or any water course or body of water, or any acts, errors or omissions by any elected or appointed officer of Owner, except to the extent caused by Envirolink's negligence or willful misconduct.

Neither Party nor its affiliates shall be liable to the other Party for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the Facilities, loss of actual or anticipated profits or revenue or cost of claims of customers.

ARTICLE 9 - INSURANCE

Envirolink shall maintain at its own expense Worker's Compensation, Commercial General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

Type of Insurance	**Limits of Liability**
Workers' Compensation	Statutory Workers' Compensation
Commercial General Liability	$1,000,000 limit for personal injury and property damage per occurrence and $2,000,000 in the aggregate
Automotive Liability (Auto)	$1,000,000 each accident or loss Combined Bodily Injury and Property Damage All Vehicles covered hired car and non-owned

Automobiles.

Owner agrees to indemnify and hold harmless Envirolink in the event that any act by an agent or employee of Owner results in any claims against Envirolink. Envirolink agrees to indemnify and hold harmless Owner in the event that any act by an agent or employee of Envirolink results in any claims against Owner. Each Party agrees to include the other in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall either Party be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by Envirolink shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior notice has been given, except only ten (10) days notice shall be provided for non-payment of premium.

Owner shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the Facilities, in an amount equal to 100% of the value of their repair or replacement. On behalf of itself and its insurance carriers, the Owner agrees to provide Envirolink a waiver of subrogation.

ARTICLE 10 – UNCONTROLLABLE CIRCUMSTANCE

Except for the obligation to pay compensation, a Party's performance under this Agreement shall be excused if, and to the extent that, the Party is unable to perform due to an Uncontrollable Circumstance. In the event of an Uncontrollable Circumstance, if a Party is unable to perform certain services required by the Agreement, then that Party shall promptly notify the other Party of the existence of such Uncontrollable Circumstance and the specific services that cannot be performed. The Party unable to perform certain services shall perform all services under this Agreement which are not affected by the Uncontrollable Circumstance. The Party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the Uncontrollable Circumstance.

ARTICLE 11: FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such Party (hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following, if reasonably beyond the control of the Party claiming Force Majeure: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Party claiming Force Majeure.

ARTICLE 12 – DERIVATIVE IMMUNITY

The Owner acknowledges and agrees that the Owner has asked Envirolink to meet and keep certain specifications and requirements for the operation, maintenance and management of the Facilities and Envirolink has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the Owner may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities. Nothing herein shall or be construed to constitute any waiver by Envirolink of any claim or defense of immunity of any kind permitted by law against any third party, and Envirolink expressly intends to preserve and does preserve and retain all such rights.

ARTICLE 13 - NOTICE

For purposes of this Agreement, notices and all other communications provided for or permitted herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail or nationally recognized courier service, prepaid, return receipt requested, addressed as follows:

If to Envirolink:

Michael Myers, President
Envirolink, Inc.
P.O. Box 670
Bailey, NC 27807
Tel 252-235-4900
Fax 252-235-2132

If to the Owner:

Mr. John McDonald
Member, IW-TN, LLC
600 University Park Place
Birmingham, AL 35209
Tel 205-326-3200
Fax 205-326-6856
email: jmcdonald@integrawater.com

Or to such other addresses as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt. The parties must provide written notice of any changes to the authorized representatives in advance of such change.

The following individuals are the point of contact for the administration of this Agreement:

Envirolink:

Ms. Heather Adams
Director of Client Services
Envirolink, Inc.

4700 Homewood Ct., Suite 108
Raleigh, NC 27609
Tel 919-827-4631

Owner:

Ms. Michael Myers
Member
4700 Homewood Ct., Suite 108
Raleigh, NC 27609
Tel 919-827-4631

ARTICLE 14 - GOVERNING LAW AND JURISDICTION

The interpretation, validity, effect, and enforcement of this Agreement are to be governed and construed in accordance with the laws of the State of Tennessee. Jurisdiction and venue for any disputes shall be exclusively in the federal or state courts within the State of Tennessee.

ARTICLE 15 - ASSIGNMENT

The benefits and obligations hereunder shall inure to, and be binding upon, the Parties hereto. This Agreement may not be assigned by either Party, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Owner's consent shall not be required for any assignment by Envirolink to an affiliate of Envirolink or its parent or to a wholly owned subsidiary of Envirolink.

ARTICLE 16 - CHANGES

Owner may request changes in the Scope of Services to be performed pursuant to this Agreement. All changes to the Scope of Services must be in writing and signed by the Parties. If any such changes cause an increase in Envirolink's costs and/or increase the time required for, or the nature of performance of the Scope of Services, Envirolink shall so notify Owner within thirty (30) days of receipt of the change order notification, and an equitable adjustment shall be made in Envirolink's Compensation and Payment, and this Agreement shall be modified by a Change Order signed by Envirolink and the Owner.

Owner may from time to time assign to Envirolink "Task Orders" which would consist of work outside the scope of this Agreement but within the expertise and experience of Envirolink and which may involve special repairs or maintenance, the scope and time of completion which will be elaborated at the time of assignment. Task Orders will be assigned as written change orders and payment will be made either by lump sum, provided Envirolink has furnished a written estimate of the cost of the proposed Task Order, or by time and material charges, should both Parties agree.

ARTICLE 17 – ACCESS AND USE OF UTILITY EQUIPMENT

Owner shall provide access to and use of the following real property, equipment, improvements, buildings, structures, and facilities that are under the Utility's ownership or control that are presently located at the well sites and wastewater treatment plant site, and within the collection system, distribution system, public works building. Additionally, Owner shall provide access to and use of all real property, equipment, improvements, buildings, structures, and facilities that are under the Utility's ownership or control that are required by Envirolink to fulfill its obligations under this Agreement. The Owner and Envirolink shall execute under a separate lease agreement the terms and conditions related the Owner's providing access to and use of Utility equipment pursuant to the terms of this Article.

ARTICLE 18: DISPUTES

Any dispute arising under this Agreement shall be heard in the appropriate court of jurisdiction in the State of Tennessee.

ARTICLE 19 - SEVERABILITY

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

ARTICLE 20 – HEADINGS AND DEFINITIONS

The section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

ARTICLE 21 – SUCCESSORS BINDING AGREEMENT

This Agreement shall be binding upon and inure the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 22 - ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein and merges and supersedes all prior discussion, proposals, presentations, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Integra Water - Tennessee, LLC

By:_____
Name:_____
Title:_____

Date:_____

Envirolink, Inc.

By:_____
Name:_____
Title:_____

Date:_____

Exhibit A

IW-TN and Envirolink shall execute individual task orders for each system for which Envirolink will provide services. Exhibit B provides details on the scope of service depending on the requirements of the specific system and a description of the management services Envirolink provides.

The following is the form of the individual task orders.

EXHIBIT B

SCOPE OF SERVICES

Envirolink agrees to act and provide certain Public Works Services and utility operation, management and maintenance services for the Facilities as described below. Pursuant to Article 16, any changes in the Scope of Services that cause an increase in Envirolink's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Envirolink's Compensation and Payment. The Scope of Services includes the following:

1. Envirolink will provide properly trained and certified staff in order to operate and manage the Facilities. Envirolink shall furnish the level of manpower needed to properly act as the Operator in Responsible Charge for the water supply wells, water distribution system, spray irrigation, land application, wastewater treatment plant, wastewater collection system and cross connection program. Envirolink will provide all wages and salaries for the assigned personnel.

2. Envirolink will pay expenses as required in the performance of these duties, which include:

1) Personnel costs for all staff, including overtime expenses for staff;
2) Vehicles suitable for transporting equipment and operators;
3) Fuel, taxes, tags, maintenance and insurance for vehicles;
4) Normal operating supplies -- including tools and general supplies, as a reimbursable expense;
5) Chemicals, as a reimbursable expense;
6) Lab/testing, as a reimbursable expense; and
7) Sludge removal, as a reimbursable expense.

3. Envirolink will provide back-up and professional support in the area of Public Works and Utility Services.

4. Envirolink will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by the Owner, and the Owner will promptly inform an Envirolink representative of any complaints and subsequent actions.

5. Envirolink's superintendent or appropriate staff will attend the monthly regular meetings of the Owner as well as meetings with officials of State and Federal Regulatory Agencies, upon request by the Owner.

6. All replacements, repairs, upgrades and new installations will be approved by Owner before work begins, except in cases of emergency where health, safety and violation of permit are at risk. With the exception of emergencies, Envirolink will not purchase any single item over $500.00 without prior approval of Owner. Owner shall not unreasonably withhold, condition or delay its approval.

i. Operation, and Maintenance of the Wastewater Treatment Plant(s):

Envirolink will operate, and maintain the Wastewater Treatment Plants for the Owner as follows:

- Provide a Primary Operator in Responsible Charge (as per TDEC requirements);
- Provide a Back-up Operator in Responsible Charge (as per TDEC requirements);
- 24 hour, seven days a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;
- Coordination with Tennessee regulatory agencies regarding the operation of the wastewater treatment plant;
- Monitor and record key operational control parameters;
- Monitor inventory levels of parts and supplies and coordinate replenishment;
- Maintain an operator log that records all operational adjustments and maintenance activities;
- Notify the Utility of any permit violations, specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Envirolink will be responsible for coordinating sludge removal;
- The Utility will be responsible for the cost associated with providing power for the Facilities;
- Lubricate equipment as needed;
- Test audio-visual alarms and telemetry;
- Respond to customer inquiries concerning the wastewater treatment plant; and
- *Adjustment to the Wastewater System*. No adjustment will be made to the process control of the wastewater system by personnel other than Envirolink employees or its contractors.

ii. Operation Maintenance and Management of the Wastewater Effluent Spray Irrigation System

Envirolink shall operate and manage the Wastewater Effluent Spray Irrigation System. The following outlines the services included with operation and management of the Wastewater Effluent Spray Irrigation System:

- Primary Operation in Responsible Charge (Spray irrigation certification);
- Back up Operator in Responsible Charge (Spray irrigation certification) -
- 24 hour, seven day a week on call emergency response;
- Attendance at Regulatory Agency Inspections and meetings;
- Purchase analytical testing over the term of the contract;
- Monitor and Record Key Operational Control Parameters;
- Monitor inventory levels of parts and supplies and coordinate replenishment;
- Maintain an Operator Log recording all operational adjustments and maintenance activities;
- Maintain records customary for this type of system;

- Prepare the monthly Spray Irrigation Reports (nDMR and nDAR) and submit for signature by the Utility Manager. Please note that Reports are required to be submitted by the last day of the month;
- Notify the Utility of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Daily duties customary with the operation of a Irrigation System;
- Sprinkler check for proper operation, rotation, nozzle trajectory, and spray pattern.
- Exercise valves
- Lubricate equipment as needed;
- Test audio-visual alarms and telemetry;
- Respond to customer inquiries concerning the irrigation system;
- *Adjustment to the Wastewater System*. No adjustment will be made to the process control of the wastewater system by personnel other than Envirolink employees or its contractors.

iii. Management of Wastewater System(s):

Envirolink will manage the Wastewater Treatment Plants for the Owner as follows:

- Preparation, coordination and submittal of monthly operating reports;
- Preparation of a wastewater performance annual report;
- Attendance at regulatory agency inspections and meetings;
- Prepare and issue required Public Notices as required by TDEC;
- Coordination with Tennessee Regulatory agencies regarding the operation of the wastewater system;
- Coordination of repair & maintenance activities associated with water system, including developing scope, gathering quotes, and obtaining owner approval;
- Respond to escalated customer inquiries concerning the wastewater collection system(s);
- Maintain records as required by TDEC and/or TRA;

iv. Operation, and Maintenance of the Water Supply Wells and Water Treatment System(s):

Envirolink will operate, and maintain the Water Supply Wells for the Utility. The following outlines the services included with the operation, maintenance, and management of the Water Supply Wells and Water Treatment Plant:

- Provide Primary Operator in Responsible Charge (Class based on TDEC requirements);
- Provide Back-up Operator in Responsible Charge (Class based on TDEC requirements);
- 24 hour, seven day a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;

- Coordination with Tennessee Regulatory agencies regarding the operation of the water system;
- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the Tennessee Public Water ;
- Monitor and record key operational and process control parameters;
- Monitor inventory levels of chemicals, parts and supplies and replenish;
- Maintain an operator log that records all operational adjustments and maintenance activities;
- Notify the Utility of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Inspect the water treatment system components and processes;
- Lubricate equipment as needed;
- *Adjustment to the Water System*. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors.

v. Operation and Management of the Surface Water Treatment Plant

Envirolink proposes to operate and manage the Water Treatment Plant for the Utility. The following outlines the services included with operation and management of the Water Treatment Plant:

- Primary Operator in Responsible Charge (as required by TDEC);
- 24 hour, seven day a week on call emergency response;
- Attendance at Regulatory Agency Inspections and meetings;
- Coordination with Tennessee Regulatory Agency's regarding the operation of the water system;
- Track compliance monitoring and collect and deliver to a certified laboratory those parameter required according to the Tennessee Public Water ;
- Monitor and Record Key Operational and Process Control Parameters;
- Monitor inventory levels of chemicals, parts and supplies and coordinate replenishment;
- Maintain an Operator Log recording all operational adjustments and maintenance activities;
- Preparation of Tier II forms;
- Conduct visual site inspection of the storage tank daily.
- Provide sample collection in compliance with National Pollution Discharge Elimination System (NPDES) or other Pretreatment/Discharge Permit requirements. Provide timely sample collection and submission for laboratory analysis within the specified holding times; provide for follow-up sample collection and submission of samples to the laboratory as required when sample results indicate violations or conditions, which are trending toward a violation or are indicative of an operational problem(s). Assure that all samples are submitted to a laboratory certified by the Tennessee Department of Environment and Natural

Resources (TDEC) to perform the selected parameter and that the analytical method for that parameter and type of sample as required by regulation or NPDES permit requirements;

- Notify the Utility of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Perform facility housekeeping as required to maintain the buildings and process units in a clean, safe and orderly condition;
- Receive prior approval from the Utility for any shut down of the plant, excluding emergency situations;
- For reservoirs, notify the Utility of any dam maintenance that may be needed regarding the removal of brush, damage repair, or future capital projects that may be needed. This will be done by visual inspection only;
- Manage the disposal of sludge from the plant in accordance with all federal, state and local regulations;
- Annual vibration testing on all pumps, 25HP and greater;
- Operate any and all equipment, appurtenances, piping, valves, buildings and grounds within the confines of the plant.
- Inspect the water treatment system components and processes;
- Lubricate equipment as needed;
- *Adjustment to the Water Supply System*. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors.

vi. Management of Water System(s):

Envirolink will manage the Water Supply Wells for the Utility. The following outlines the services included with the management of the Water Supply Wells and Water Treatment Plant:

- Preparation, coordination and submittal of monthly operating reports;
- Preparation and submittal of the annual consumer confidence report to the Utility;
- Attendance at regulatory agency inspections and meetings;
- Prepare and issue required Public Notices for boil water and other required circumstances;

- Coordination with Tennessee Regulatory agencies regarding the operation of the water system;
- Coordination of repair & maintenance activities associated with water system, including developing scope, gathering quotes, and obtaining owner approval;
- Respond to escalated customer inquiries concerning the wastewater collection system(s);
- Maintain records as required by TDEC and/or TRA;

vii. Operation, and Maintenance of the Wastewater Collection System(s):

Envirolink will operate, and maintain the wastewater collection system as follows:

- Provide Primary Operator in Responsible Charge (Grade II);
- Provide Back-up Operator in Responsible Charge (Grade I or greater);
- Inspect each lift station(s), as required by TDEC on at least a weekly basis;
- 24 hour, seven day a week on call emergency response;
- Respond to sanitary sewer overflows;
- Respond to lots served by individual residential grinder lift stations;
- Coordinate inspection and start up of individual residential grinder lift stations;
- Coordinate residential grinder pump installation, inspection and startup (fees paid by homeowner/builder);
- Coordinate repair of residential grinder units, as required;
- Respond to up to one emergency response call per residential grinder unit per year;
- Annual visual inspection of collection system and semi-annual inspection of high priority lines;
- Clean 10% of the sewer collection system per year;
- Repair and/or unclog sewer lines to a depth of four feet;
- Repair and/or unclog sewer cleanouts to a depth of four feet;
- Attendance at regulatory agency inspections and meetings;
- Coordination with Tennessee Regulatory agencies regarding the operation of the wastewater system; and
- Bi-annual inspection of high priority lines (if any) on the wastewater collection system.
- Respond to customer inquiries and service orders concerning the wastewater collection system;

viii. Management of the Wastewater Collection System(s):

- Issue Sanitary Sewer Overflow verbal reports within 24 hours and written notification and report to TDEC within 5 days;
- Prepare and issue required Public Notices for Sanitary Sewer Overflows;
- High pressure cleaning of major lift stations twice per year;
- Ensure adherence to Envirolink's standard operating procedure for wastewater collection systems and ensure proper record keeping;
- Coordination with Tennessee Regulatory agencies regarding the operation of the wastewater collection system(s);
- Coordination of repair & maintenance activities associated with wastewater collection system(s), including developing scope, gathering quotes, and obtaining owner approval;
- Attendance at regulatory agency inspections and meetings;
- Coordination with Tennessee Regulatory agencies regarding the operation of the wastewater system; and
- Respond to escalated customer inquiries concerning the wastewater collection system(s);
- Coordinate collection and preparation of sample plans, capital plans, operating plans, asset information, and other pertinent information related to the operation of the utility system;

ix. Operation, and Maintenance of the Water Distribution System

Envirolink will operate, maintain, and manage the water distribution system for the Utility. The following outlines the services included with the operation, maintenance, and management of the water distribution system:

- Provide Primary Operator in Responsible Charge (as required by TDEC);
- Provide Back-up Operator in Responsible Charge;
- 24 hour, seven day a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;
- Coordination with Tennessee regulatory agencies regarding the operation of the water system;
- Upon testing of chlorine levels, collect bacteriological samples from the distribution system per the sample site plan and deliver to a certified laboratory for analysis;
- Collect and deliver to the laboratory samples according the sample site plan for disinfection by-product monitoring as required by the Tennessee Public Water ;
- Collect and deliver to a certified laboratory those parameters required according to the Tennessee Public Water ;
- Monitor and record key operational and process control parameters;
- Monitor inventory levels of chemicals, parts and supplies and coordinate replenishment;
- Maintain an operator log recording all operational adjustments and maintenance activities;
- Notify the Utility of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Read meters once per month and deliver the readings to the designated Utility official;
- Shut off customers for non-payment;
- Turn on customers after the Utility has received payment;
- Respond to customer inquiries and service orders concerning the water distribution system;
- Perform other customer service related work orders typical of a public utility;
- Perform point repairs on water lines to a depth of 4 feet;
- Lubricate equipment as needed; and
- *Adjustment to the Water System*. No adjustment will be made to the process control of the water system by personnel other than Envirolink employees or its contractors, unless approved by Envirolink.

x. Management of the Water Distribution System(s):

- Prepare and issue required Public Notices;
- Ensure adherence to Envirolink's standard operating procedure for distribution systems and ensure proper record keeping;
- Coordination with Tennessee Regulatory agencies regarding the operation of the water distribution system(s);

- Coordination of repair & maintenance activities associated with water distribution system(s), including developing scope, gathering quotes, and obtaining owner approval;
- Attendance at regulatory agency inspections and meetings;
- Coordination with Tennessee Regulatory agencies regarding the operation of the water system; and
- Respond to escalated customer inquiries concerning the water distribution system(s);
- Prepare and keep current sample site plans as required by TDEC;
- Prepare and submit Local Water Supply Plans as required by TDEC;
- Comply with the requirements of the lead and copper program, including distribution of lead and copper educational material and coordination of lead and copper sampling, as required by Tennessee Public Water ;
- Track compliance monitoring according to the Tennessee Public Water ;

xi. Management of the Utility's Cross Connection Control and Fats, Oil & Grease Program

Envirolink will provide a certified cross-connection control operator to manage the program for the Utility. Envirolink will manage the program in a manner consistent with customary practices in the trade and in compliance with applicable laws and regulations and will take actions necessary and within its authority to ensure that the cross-connection control program is in compliance at all times during the terms of this contract.

The cross connection program personnel are responsible for the compliance with EPA mandated cross connection requirements of SDWA of 1974 and SDWA amendments of 1986, OSHA adoption of EPA stance on cross connection control, Tennessee TDEC requirements for water purveyors, the Tennessee Department of Insurance and the Tennessee Fire Sprinkler Code through comprehensive cross connection survey, database/record keeping, O&M, backflow preventer testing, review of trained and certified backflow testers, review of new construction and in-house work affecting backflow preventers.

- Envirolink will perform those duties typical of managing and operating a program of this nature including:
- Provide a certified cross-control operator;
- Review the Utility's existing Cross Connection Control and Fats, Oil & Grease Ordinance or Policies and propose changes, if any, based on current industry practices.
- Upon completion of the Field Surveys, Envirolink will work with Utility and management to identify those connections for immediate corrective action (e.g. Installation of grease traps or backflow prevention).
    - On behalf of the Utility, Envirolink will work with the customer to facilitate corrective action.
- For existing backflow prevention devices
    - Issue up to three Test Due notices to those customers of the Utility reminding them of their requirement to test their cross connection control device;

- Maintain records on each testable cross connection control device in Envirolink's database and the database of the Utility, if any;
- Initiate the issuance of any service orders required to terminate water service to customers delinquent in fulfilling their requirement to test their cross connection control device.

- For existing grease control devices
  - Issue up to three Inspection/Cleaning Due notices to those customers of the Utility reminding them of their requirement to inspect and/or pump their grease control device in accordance with the Utility FOG/Sewer Use Ordinance/Policy;
  - Maintain records on each grease control device in Envirolink's database and the database of the Utility, if any;
  - Initiate the issuance of any work orders required to terminate service to customers delinquent in fulfilling their requirement to inspect their grease control device.
- Attendance at Regulatory Agency Inspections and meetings;
- Coordination with Tennessee Regulatory Agency's regarding the program

xii. Sanitary Survey(s)

Review the Utility's existing water and sewer customers through database review and sanitary surveys, where needed, in order to determine:

1. if a Backflow Prevention Device is present;
2. If a Backflow Prevention Device is required, as per TDEC regulations;
3. If a grease trap is present;
4. If a grease trap is required to control Fats, Oil & Grease

At the conclusion of this initial survey, a Master Database will be developed to track and manage a FOG and Cross Connection Control Programs for the Utility. The objective of a Cross Connection Control program is to protect the public water supply and public health by preventing the introduction of pollutants or contaminants into the drinking water distribution system. Whereas, Fats, Oils and Grease Programs are critical to extending the useful life of pumps, motors etc. on the collection system, prevent Sanitary Sewer Overflows and prohibit the introduction of this material to the wastewater plant.

This is accomplished by:

1. Identifying existing cross-connections (CC)
2. Identifying existing FOG control devices
3. Identifying existing backflow preventers (BFPs)
4. Eliminating CCs that are not required
5. Eliminating BFPs that are not required
6. Prioritizing required BFPs according to the health risk
7. Prioritizing a list of Required installations of BFPs needed per the CCC Ordinance
8. Record management of the BFP test data
9. Prioritizing installation of required FOG control devices according the threat to the Utility's infrastructure.
10. Record management of the inspection and/or pumping FOG reports
11. Review and updating Utility ordinances/policies related to CC and FOG

Envirolink understands that the Utility has limited existing records and proposes that the transition phase should include surveys of all commercial accounts and potential irrigation systems. As such Envirolink proposes the following:

- Envirolink will prepare a notice to be sent to the Utility customers informing the customers that the Utility has engaged Envirolink to conduct Sanitary Surveys and manage the Utility's Cross Connection and Fats, Oil, and Grease Program.
    - Envirolink will be responsible for mailing the notice to each commercial and irrigation customer.
- Envirolink will review all existing records as it related to Fats, Oil and Grease and Backflow Prevention
- Envirolink will review the Utility's commercial and irrigation accounts and work with Utility to determine which accounts are potential cross connections or FOG generators.
- Envirolink would conduct field surveys for each potential cross connection and FOG generator to determine whether the connection poses a risk in accordance with the Utility's adopted CC and FOG ordinance/policy.

xiii. Utility Management Support

Envirolink will provide the following services in providing utility management support:

- Work order processing and tracking;
- Work order records management;
- Provide 24/7/365 answering service;
- Provide 24/7/365 on-call services;
- Provide a toll free number for customer inquiries;
- Maintain geodatabases, work order processes, standard operating procedures, and records appropriate for a Public Utility and in accordance with TDEC requirements;
- Participate in strategic planning and long term initiative meetings;
- Provide program management for master planning activities related to the Public Works and Utility Systems;
- Provide program management for utility ordinance maintenance, development and upgrade;
- Provide program management for water, and sewer rate review and provide recommendations. Final approval of rate recommendations shall be the responsibility of Utility leaders and TRA;
- Prepare recommendations and maintain annual capital and operating and maintenance budgets. Review and approval is the responsibility of Utility;
- Monitor and report on future regulatory initiatives and changes that could potentially impact the Utility and its utility systems;
- Identify system deficiencies;
- Provide program management for capital and engineering activities related to the Utility activities;
- Provide program management for utility construction standards, including maintenance, management and enforcement of standards once developed, but does not include the initial development of utility standards;

- Attend meetings, such as, but not limited to, budget, pre-design meetings, design charettes, preconstruction meetings, construction meetings, and partnering meetings;
- Provide program management for utility record and GIS maintenance, including maintenance, management utility record and GIS information once developed, but does not include the initial development of geospatial database or initial field surveys required to develop a GIS system. (Envirolink will propose separately on development of these programs if requested by the Utility.);
- Provide qualified personnel for construction management activities related to capital projects and new systems;
- Act as a liaison between developers and IW-TN Business Development personnel and IW-TN Management;
- Provide Construction Management and Inspection services on new projects or capital projects including construction observation, submittal review, contractor pay request review and other specific work items for construction projects. Respond to contractor RFIs and Change Order requests. Assist Engineer of Record with final project close-outs and certifications;

xiv. Customer Service, Billing and Collections

BILLING AND COLLECTIONS SERVICES. Utility will provide Envirolink a copy of the Certificate issued by the Commission that provides the Schedule of Rates that Utility must charge customers in the particular Service Area. Envirolink shall be responsible for all aspects of billing pursuant to the Certificate and this Agreement. Furthermore, Envirolink shall be responsible for all aspects of collection pursuant to the rates and connection fees contained in the Schedule of Rates of the Certificate, and Envirolink shall be responsible for all aspects of collection pursuant to this Agreement and in conformance with Utility's Collection Policy. Specifically, Envirolink is responsible for all aspects of billing to and collection from the customers in the Service Area(s), including, without limitation, the following:

- Collect the connection fee in accordance with the terms of the Certificate;

- Perform customer billing once per month on an agreed upon day of the month following the month that such services were rendered;

- Establish and maintain a customer file on each account in its database utilizing Envirolink's software;

- Establish and maintain a billing register containing information on each account billed utilizing Envirolink's software;

- Prepare and mail monthly utility bills utilizing Envirolink's software. The sewer bills shall instruct the customer to make checks payable to Integra Water - Tennessee, LLC.;

- Prepare and deliver to Utility monthly accounts, receivables, and aging reports prepared utilizing Envirolink's software;

- Prepare and mail late notices for delinquent accounts;

- Each month, prepare and deliver to Utility a monthly sales report showing new customers connected to the wastewater utility system;

- Lockbox Option. Envirolink shall direct on its monthly customer bills that all payments will be forwarded to a lockbox number at a specified bank pursuant to which Utility and Envirolink will enter into a separate lockbox agreement. All checks from customers in the Service Area shall be mailed directly to the lockbox account. Envirolink acknowledges that funds deposited into the lockbox account will be wired to Utilityon a weekly basis pursuant to the lockbox agreement. All bank charges for wire transfers shall be paid by Utility directly to the bank holding the lockbox account;

- Envirolink shall use its best efforts to collect all customer accounts due from customers in the Service Area(s), including the preparation and mailing of delinquent follow-up notices. Delinquent follow-up notices include a reminder notice when an account is thirty (30) days past due and a suspension of services notice when an account is sixty (60) days past due;

- Envirolink shall submit to Utility the monthly accounts recievable and aging reports and sales report by the twentieth (20^{th}) day of each month following the month that Envirolink initiates billing. Envirolink shall retain electronic and/or paper copies of all other billing records that Envirolink prepares and maintains pursuant to this Agreement;

- Service order processing and tracking;

- Service order records management.

EXHIBIT C

Owner will supply:

1. A Utility employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
2. A Utility employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer;
3. All utilities including water, sewer, electricity, and telecommunications services;
4. Emergency power generation;
5. Rehabilitative and correction of substandard conditions are the responsibility of the Owner.
6. Parts associated with replacement, repair, remedial, upgrades and new installation performed by Envirolink, at the request of the Owner, shall be invoiced monthly.
7. Owner will maintain all permits and licenses by TDEC for both the water and wastewater facilities.
8. The Owner shall grant access and use of Utility equipment as may be necessary for the operation and maintenance of the Utility Facilities.
9. Maintain all easements, licenses, and equipment warranties for the mutual benefit of both the Owner and Envirolink
10. Owner agrees to maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies.

EXHIBIT D

CONTRACT COMPENSATION

1. MONTHLY OPERATING FEE

a) Owner shall pay Envirolink a monthly fee based on time and material in accordance with the fee schedule provided in Exhibit E.

b) This fee shall be payable and due ten days after invoicing. Invoicing is expected to occur on or around the first day of each month for services rendered for the previous month.

2. ADDITIONS TO MONTHLY FEE

a) Maintenance, replacement, repair, upgrade, rehabilitation and new installation outside the scope identified in Exhibit B (as approved by the Utility) shall be invoiced separately and will be based on time and materials needed for the job, payable to Envirolink within 15 days of invoice date.

b) For additional services beyond the in-house capabilities of Envirolink, a markup of 15% will be made to all subcontractor labor and equipment, as well as purchased material, supplies and travel expenses.

3. ANNUAL ADJUSTMENTS

Annual fee adjustments will be based on the Consumer Price Index (CPI), Employment Cost Index (ECI) and Producer Price Index (PPI), and will be initiated on July 1 of each calendar year.

a) CPI shall be used for all non-labor and chemical related expenses.

b) ECI shall be used for personnel related expenses.

c) PPI shall be used for chemical related expenses.

3. TASK ORDER AUTHORIZATION

For each water or wastewater system, IW-TN and Envirolink, shall execute a separate task order identifying the type of utility system and authorizing Envirolink to initiate operation, maintenance and management of the system;

All additional work under this Agreement, except for emergency situations, must be pre-approved and authorized by a representative of the Owner.

EXHIBIT E

ENVIROLINK RATE SCHEDULE FOR ADDITIONAL SERVICES

EXHIBIT FOR DATA REQUEST 9

SUPPORT SERVICES AGREEMENT
BETWEEN
INTEGRA WATER, LLC AND
OLD NORTH STATE WATER COMPANY, LLC

This Agreement is made as of April 16, 2015, by and between Integra Water, LLC, a Georgia limited liability company with a principal place of business in Birmingham, Alabama (hereinafter "Integra"), and Old North State Water Company, LLC, a North Carolina limited liability company with a principal place of business in Wake Forest, North Carolina (hereinafter "ONSWC") (collectively referred to as the "Parties").

1. WHEREAS, Integra is an organization whose officers and employees are familiar with the water and wastewater utility business, including the business and operations of ONSWC, and has experience and expertise in management, financing, accounting, customer service, rates and regulatory matters, and the operation of water and wastewater utilities. The officers and employees of Integra are qualified to aid, assist and advise ONSWC in ONSWC's business operations through the services to be performed under this Agreement; and
2. WHEREAS, ONSWC is a direct or indirect subsidiary or affiliated company of Integra; and
3. WHEREAS, ONSWC has been organized for and is presently engaged in the business of providing potable water and wastewater services as a public utility in the State of North Carolina; and
4. WHEREAS, the Parties are entering into this Agreement to specifically define the types of services that Integra may provide to ONSWC, as set forth in Exhibit A attached hereto and made a part hereof; and
5. WHEREAS, Integra has entered into or proposes to enter into agreements similar to this agreement with other affiliated water and/or wastewater companies that

are direct or indirect subsidiaries of Integra (hereinafter collectively "Water Companies"); and

6. WHEREAS, Integra may engage or subcontract with other companies or persons, including other affiliated companies, to provide portions of the services hereunder; and

7. WHEREAS, the services to be rendered under this Agreement are to be rendered by Integra to ONSWC at Integra's actual cost or at market rate, as hereinafter provided.

ARTICLE I - GENERAL SCOPE OF PROVIDER SERVICES

1. Support Services: The principle underlying this section is the provision of services to ONSWC in a reasonable and efficient manner at cost or market rate. Integra may provide such day-to-day operating services, at the request of ONSWC, as provided below, consistent with this principle.

(A) Specific Support Services:

(1) Integra may, at the request of ONSWC, provide to ONSWC the services set forth in Exhibit A in such manner as ONSWC shall reasonably require from time to time, unless Integra is not reasonably able to perform or provide such services or is unable to do so in a manner consistent with applicable law. ONSWC's election to use services provided by Integra must be based on the value of the service, including but not limited to the price of the service, the experience of the personnel and the quality of the service to be provided, consistent with ONSWC's obligation to provide safe, reasonable and adequate service at rates which are just and reasonable to customers.

(2) It is understood between the Parties that personnel provided by Integra to perform services for ONSWC shall not be deemed employees of ONSWC, and shall remain employees of Integra. Integra shall be responsible for the payment

of and reporting of all taxes including, without limitation, employment, unemployment, social security tax, federal and state withholding tax, local tax and any other tax required by law.

(3) Integra shall have no obligation to provide any of these services if it chooses not to provide a quote or price. ONSWC shall have no obligation to request or purchase these services from Integra.

(B) Personnel and Services to be Provided:

(1) During the term of this Agreement as set forth in Article III and upon the terms and conditions hereinafter set forth, Integra will provide corporate management services for ONSWC. In addition to the management services provided by the officers and employees of Integra, the officers and employees of Integra shall furnish to ONSWC the Accounting, Administration, Corporate Secretarial, Customer Services, Financial, Operation, Rates and Regulatory, and Risk Management, as set forth on Exhibit A attached hereto, together with such other services as ONSWC and Integra may agree; provided, however, that ONSWC may perform any such services with its own personnel or engage another company or person to provide those services on its behalf. Integra may engage or subcontract with another company or person to provide such services on its behalf. If Integra engages other affiliates of Integra to provide any of the services hereunder, such services shall be charged to ONSWC on the same basis as the services provided by Integra.

(2) Integra shall employ qualified officers and employees to provide the services hereunder, and those persons shall be available to serve as officers of ONSWC, if agreed to by the Parties.

ARTICLE II - BILLING AND PAYMENT FOR SERVICES

1. All of the Support Services rendered under this Agreement by Integra shall be charged to ONSWC at Integra's actual cost or market rate as provided in this Article II.

(A) The costs for service rendered by Integra personnel directly for ONSWC shall be charged to ONSWC based on such personnel's time sheets. The costs for services to ONSWC that are rendered in common with similar services to other Water Companies which cannot be identified and related exclusively to services rendered to ONSWC shall be allocated among ONSWC and all Water Companies so served, or, in the case of costs with respect to services rendered to a particular group of Water Companies (including ONSWC), among the members of such group, based on the ratio of the number of active residential equivalent customers served in the immediately preceding calendar yearend by ONSWC to the total number of residential equivalent customers served in the immediately preceding calendar year end by such Water Companies.

(B) The amount for a Integra employee's costs to be billed shall be computed on the employee's total labor rate, including base pay and other compensation, payroll taxes and fringe benefits (calculated on a per hour basis), plus a general overhead factor as set forth in Article II Paragraph (D).

(C) All direct expenses of Integra incurred in connection with services rendered by Integra which can reasonably be identified and related exclusively to ONSWC, shall be charged directly to ONSWC.

(D) Allowance for Overhead - In determining the cost for services rendered by Integra to ONSWC as herein provided, there shall be added to the base pay rate of all officers and employees for whose services charges are to be made, a percentage sufficient to cover the overhead of Integra, as defined below, allocable to each such officer or employee. The overhead shall be calculated each year and shall be based on the ratio of the total overhead of Integra for the

year to the total salaries of the employees for whose service charges are to be made to the Companies, including ONSWC. No general overhead or other markups by Integra shall be added to costs incurred for services of consultants or other third parties employed by Integra.

(1) The term "overhead" shall include, but not be limited to:

a) building costs, lease costs, depreciation, utilities, and other costs associated with office space and equipment; and

b) taxes other than payroll taxes.

2. Integra shall submit itemized invoices for services rendered to ONSWC, including, when requested or required by ONSWC, all sales, use, excise, or similar taxes which may be applicable to such services, as soon as practicable after the close of each month.

3. All invoices submitted by Integra shall have adequate documentation (a) to identify the specific services, the cost of direct billed and allocated services, and the person providing the service, and (b) to justify all labor and materials costs. In addition, Integra shall provide adequate documentation showing how it calculates its direct and allocated costs (i) each time it submits an invoice reflecting a type of service for which it has not previously documented its methodology, and (ii) each time it changes any material element of the calculation. The parties agree that they will comply with the requirements of Chapter 62, and the NCUC rules, regulations, and orders issued pursuant thereto, except as the NCUC has expressly waived such requirements.

4. Integra shall keep its time records and bills of service (including requests) in a manner that facilitates accurate and complete monitoring of specific charges and services under this agreement.

5. ONSWC shall pay each invoice within thirty (30) days after receipt to the extent the costs are not disputed. Such disputes must be raised by written notice to Integra within six (6) months after receipt of the invoice with the disputed cost. ONSWC shall pay Integra interest at an annual rate equal to one and one-half percent (1.5%) per month that shall accrue on any undisputed invoice items not paid within thirty (30) days after receipt by ONSWC, such interest being computed from

the thirtieth (30th) day following the date of receipt.

6. Upon the written request of ONSWC, Integra shall permit ONSWC or its authorized agent or its authorized regulatory official reasonable access to its books and records for the purpose of auditing charges billed by Integra to ONSWC.

ARTICLE Ill - TERM OF CONTRACT

This Agreement shall commence on the date first written above and continue until terminated by either Party by at least sixty (60) days prior written notice to the other.

ARTICLE IV - CHANGES

No waiver, alteration, amendment, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of all parties.

ARTICLE V - ASSIGNMENT

Neither Integra nor ONSWC may assign any of its rights or obligations hereunder except with the prior written consent of the other parties hereto.

ARTICLE VI - FORCE MAJEURE

Force Majeure means an event which is beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure, which delays, hinders or prevents performance of that party's obligations under this Agreement other than ONSWC's obligation to pay Integra for Support Services provided to ONSWC. Neither Integra shall be liable to ONSWC, nor ONSWC to Integra, for loss or damage resulting from (l) any delay in performance in whole or in part or (2) nonperformance of contractual obligations in whole or in part insofar as such delay or nonperformance is caused by Force Majeure, provided that the party invoking Force

Majeure provides written notice to the other party of the circumstances giving rise to such delay or nonperformance within a reasonable time after learning of such circumstances. The foregoing provision shall not apply to the delay of or failure of ONSWC to pay Integra for Support Services provided to ONSWC.

ARTICLE VII PROVISION OF SERVICES, INSURANCE AND INDEMNIFICATION

1. Integra shall provide well-qualified and experienced staff to perform services covered by this Agreement. Names and backgrounds of said personnel shall be provided to ONSWC upon request. Services provided by Integra hereunder shall be performed with due care, in a prudent, professional and workmanlike manner.

2. Integra shall purchase and maintain the following insurance with respect to the services performed under this Agreement, self-insure or obtain insurance coverage in at least the following amounts, and ONSWC shall, with respect to its facilities, maintain the following coverage as applicable:

    a) Workers' Compensation Insurance or self insurance, naming ONSWC as an Alternate Employer, including the following extensions if necessary, Federal Longshoremen's and Harbor Worker Act, Jones Act or any similar employee benefit act that complies with the provisions of applicable federal and state law.

    b) Employer's Liability Insurance with limits not less than $100,000 for each occurrence;

    c) Comprehensive General Liability insurance which insures ONSWC as an additional insured, with limits not less than $1,000,000 combined bodily injury and property damage liability;

    d) Automobile-Liability Insurance with limits not less than $1,000,000 combined bodily injury and property damage liability. Integra shall provide

ONSWC with certificates of insurance prior to execution of this agreement.

The certificates of insurance shall state that the carrier will endeavor to provide a thirty (30) day written notice of cancellation to ONSWC resulting from all causes other than failure to pay premiums, in which case the carrier will endeavor to provide ten (I0) days written notice of cancellation to ONSWC.

3. Each party shall indemnify and hold the other party harmless from all damages, injuries, claims, demands, judgments, penalties, fines, liens, costs, and expenses, including reasonable attorneys' fees, of whatsoever kind or nature arising out of this Agreement, in any way contributed to by the negligence, act, omission, or fault of that party. To the extent that an employee of Integra, or a subcontractor or employee of an affiliate of Integra, brings an action against ONSWC, Integra agrees to waive its workers compensation immunity with respect to any claim of contribution or indemnification ONSWC may have against Integra.

ARTICLE VIII - NOTICE

1. All communications and Notices by ONSWC to INTEGRA under this Agreement shall be sent to and addressed as follows:

Integra Water, LLC
600 University Park Place
Suite 275
Birmingham, AL 35209

Attention: John McDonald

(205) 326-3200

2. All communications and Notices to ONSWC under this Agreement shall be sent to and addressed as follows:

Old North State Water Company, LLC
c/o: Michael Myers
1620 Chalk Road

Wake Forest, NC 27587

3. Either party may change the address set forth by written notice to the other.

ARTICLE IX - APPLICABLE LAW

1. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its choice of law rules.

2. This Agreement shall be subject to approval by any Federal or State regulatory body whose approval is a legal prerequisite to its execution, delivery or performance.

3. This Agreement constitutes the entire Agreement between the parties for the services to be provided hereunder, and supersedes all prior representations and agreements, whether written or oral, between the parties as to such services.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives to become effective as of the data first written above.

INTEGRA WATER, LLC

_____
By: John L. McDonald
Its: Sole Member

ONSWC LLC

_____

By: John L. McDonald
Its: Manager

Exhibit A

DESCRIPTION OF SUPPORT SERVICES

Without limitation, services to be provided by the Integra will include the following:

A. Accounting and Financial Services: Integra will assist in the preparation and implementation of accounting methods and procedures to determine that they conform fully to the requirements, rules and regulation of governmental authorities having jurisdiction over ONSWC and will review ONSWC monthly financial reports, annual reports and other reports, including those to any governmental authorities. Integra will advise and assist in the establishment and maintenance of current record keeping techniques; review accounting procedures, methods and forms; and evaluate systems of internal control for receipt and disbursement of funds, materials and supplies, and other assets. Integra will assist in the maintenance of accounting records as required by ONSWC. When appropriate, Integra will cooperate and consult with ONSWC's certified public accountants. Integra will provide assistance to ONSWC in the preparation of all financial reports and provide said financial reports to ONSWC Management on a monthly basis no later than the 10th of following month. Integra will also provide services related to accounts payable, payroll, consolidation, budgeting and long-range planning.

Integra will assist in the preparation of operating and construction budgets and monitor the control over such budgets by comparing experienced costs to the projections.

Integra will prepare or assist in the preparation of federal, state and local tax returns for and to the extent required by ONSWC.

B. Administration: Integra will make qualified employees available to perform or assist in the performance of ONSWC's corporate activities. Those employees will keep themselves informed on ONSWC operations. They will make recommendations to ONSWC for operating expenditures and for additions to and improvements of property, plant and equipment. They will keep abreast of economic, regulatory, governmental and operational developments and conditions that may affect ONSWC; and advise ONSWC of such developments and conditions to the extent that they may be important to ONSWC.

C. Communications: Integra will recommend procedures to promote satisfactory relations with employees, customers, communities and the general public including plant tours, public exhibits and displays and other related services to inform the public.

D. Corporate Secretarial: Integra will maintain, in such places and manner as may be required by applicable law, documents of ONSWC, such as minute books, charters, by-laws, contracts, deeds and other corporate records. Integra will maintain, or arrange for the maintenance of, records of stockholders of ONSWC and perform other corporate secretarial functions as required including preparation of notices of stockholder and director meetings and the minutes thereof.

Integra will review and may assist in the preparation of documents and reports required by ONSWC such as deeds, easements, contracts, charters, franchises, trust indentures and PUC reports and filings.

E. Customer Service and Billing: Integra may provide customer service and billing services to ONSWC, including live and automated telephone service to customers, the rendering of periodic bills to customers based on ONSWC tariffs, collections, assisting customers with water service changes, resolving customer disputes and remittance processing.

F. Financial: Integra will assist in the development and implementation of financing programs for ONSWC, including the furnishing of advice from time to time on securities market conditions and the form and timing of financing; and assistance in the preparation of necessary papers, documents, registration statements, petitions, applications and declarations. Integra will prepare reports to be filed with, and reply to inquiries made by, security holders and bond and mortgage trustees.

Integra will assist ONSWC in treasury and cash management functions, including arrangements for bank credit lines, establishment of collection policies, and development of temporary investment programs.

G. Human Resources: Integra may assist in obtaining qualified personnel for ONSWC; in establishing appropriate rates of pay for those employees; and in negotiating with bargaining units, if any, representing ONSWC's employees. Integra may advise or assist and/or

carry out training programs for the development of personnel and advise and assist ONSWC regarding personnel. Integra may also advise and assist ONSWC in regard to group employee insurance, pension and benefit plans and in the drafting or revising of those plans when required. Integra may provide advice regarding employment laws and procedures and controls for compliance with such laws.

H. Information Systems: Integra will make available to ONSWC electronic data processing systems, networks, applications and services. Integra will maintain a computer network, data communications system, database and applications services, desktop and laptop computers, and peripheral equipment along with periodic upgrades, data backups and recovery procedures for the benefit of ONSWC.

I. Operation: Upon request, periodic operational reviews may be performed by Integra and recommendations for improvements will be reported ONSWC.

J. Rates and Regulatory Support: Integra personnel may make recommendations for changes in rates, tariffs, rules and regulations and assist ONSWC in the conduct of proceedings before, and in their compliance with the rulings of PUC regulatory bodies having jurisdiction over ONSWC's operation. Accounting personnel may assist in the preparation of rate filings or applications and the supporting documents and exhibits requested or required by ONSWC and their respective regulatory commissions. Integra may also provide qualified personnel to testify on behalf of ONSWC as required during any regulatory proceedings.

K. Risk Management: Integra will provide a risk management program to review the exposures to accidental loss, recommend methods of protection, either through the purchase of insurance, self-insurance or other risk management techniques and arrange for the purchase of insurance coverage. Integra will also supervise investigation procedures, review claims and negotiate and assist in, and evaluate proposals for, settlement at the request of ONSWC. Integra will advise ONSWC on specific safety and security programs required to comply with insurance coverages.

L. Legal: Integra may assist ONSWC in retaining outside council retained to represent ONSWC. This may include finding qualified legal counsel for specific legal matters and assisting with negotiating fees and terms.

M. Purchasing: Contracts and Sales Integra may (a) utilize the purchasing power of ONSWC in combination with Integra, in so far as it is feasible and at the request of ONSWC in the purchase of supplies, materials and equipment upon requisition by ONSWC; (b) endeavor to secure prompt shipment and delivery thereof; (c) and give ONSWC the full benefit of all cash, trade and quantity discounts obtained with respect to items ordered for ONSWC; (d) keep in touch with market conditions and endeavor to recommend purchases at advantageous times; (e) negotiate purchases and sales of real estate and the terms of leases; and (f) prepare quotations or competitive bids of suppliers or contractors on a summary bid tab for analysis by ONSWC management and provide input relative thereto.

Corporate Charges

Allocations Manual

Summary

Integra Water, LLC ("Integra") was formed on 10/27/2004. Integra consists of officers and employees ("Employees") who are familiar with the water and wastewater utility business and have experience and expertise in management, financing, accounting, customer service, rates, and regulatory matters of water and wastewater utilities. The employees of Integra are qualified to aid, assist and advise water and wastewater companies in their business. Integra employees provide corporate management services. Costs related to these services are collected and allocated to the appropriate subsidiaries and affiliated companies of Integra through an allocation process to be described in this document.

All officers, managers and employees of Integra track and report the hours worked on behalf of a subsidiary or affiliated entity on their payroll timesheets. The employee's payroll timesheet is processed through Integra's payroll with the appropriate hours recorded into our payroll database. This database contains appropriate tables to calculate and process our service billings to the appropriate entity.

The expenses of the Integra are classified into two main categories under which a bill is produced. The expenses are classified as either a service expense or a sundry expense. Service expense is defined as labor and overheads of employees of Integra. Labor is defined as actual base pay of employees of Integra. Overhead is defined as costs incurred by the company, in order to obtain the services of said employees. They include, but are not limited to, healthcare, employer payroll taxes, retirement benefits, office rent, and employee incentive compensation. These overhead costs exclude any employee related contributions for employee payroll taxes and employee contributions to Simple IRA.

The employees of Integra Water, LLC can be categorized into the following types of services:

- Accounting & Financial
- Administration
- Customer Service
- Billing
- Corporate Secretarial
- Purchasing

All service related expenses are billed to the subsidiaries and affiliates of Integra at cost, by using an employee specific billing rate. The billing rate for an employee is calculated by dividing total annual labor and overhead expenses by that employee's annual billable hours.

Sundry expenses are departmental costs associated with the normal operations of Integra and can also be categorized as listed above.

Employees are instructed to charge time directly to a system or group of entities for whom they are performing a service. Employees of Integra can allocate their billing hours as a direct allocation or as an indirect allocation. The employee makes this determination based upon the work they are performing and record this information on their bi-weekly timesheets. System and allocation codes have been developed to allow the employee to determine the most appropriate billing of their time. Allocation codes are created for ONSWC with a common factor. For example, an employee providing a service to ONSWC but not a specific system would be considered an indirect allocation. However, an employee working specifically on a specific system would be a direct allocation to the individual system.

Direct allocations are charged 100% to the individual system identified on the employee's timesheet by the individual system managed by ONSWC. Indirect allocations are identified on the employee's

timesheet by the appropriate allocation code. The billing time associated with these allocation codes are allocated to the individual utility systems identified.

The method used to allocate these indirect allocations is customer count. The customer count is calculated by using year end customer totals of each subsidiary or affiliated company for the year immediately preceding the current year. Customer counts are not adjusted throughout the year unless there is a substantial acquisition during the year, at which time all allocations will be updated with the most current quarter end customer counts.

Service Billing

Service billing is calculated by taking the employees annual billable hours less paid time off.

Billable Hours Calculation Example:

1. 2,080 total annual hours is used. This is based on a 40 hour work week and 52 weeks of annual paid time for the employee.
2. Employees' actual work is the total annual hours based on the number of vacation, sick and holiday used through the year.
3. Using an example to calculate work time for each year, let's assume an employee has two weeks of vacation (10 days or 80 hours).
4. In addition, each Integra employee averages 5 sick days or 40 hours per year.
5. In addition, Integra closes its office for seven (8) holidays. Employees are entitled to 64 hours for these holidays.

Based on these figures the actual number of hours worked is 1,896 hours per year.

2,080 hours – 80 hours (vacation) – 40 hours (sick) – 64 hours (holiday) = **1,896 hours.**

This billable hour for each employee of Integra is estimated at the beginning of each year based upon anticipated paid time-off (vacation, holidays, sick-time and personal days). By year's end, the employee will have billed out actual time worked. Adjustments are made for paid time off at the end of each year in order to reconcile the difference by employee for actual paid time off versus estimated paid time off. All billable hours are recorded on an employee's timesheet. Employees are instructed to charge time directly to the individual system where they are performing a service.

Employees record an entity and system on their timesheets to represent the desired billing of their time. An activity is also selected in conjunction with each accounting unit. The activity represents the types of service that the employee is providing to the subsidiary or affiliate.

Billable Dollars

As mentioned above, labor costs and overhead expense represent billable costs. Labor cost is defined as actual base pay of employees calculated into an hourly pay rate. Overhead expenses are additional employee compensation. As part of the budget process, these costs are identified by employee. Once the budget is final, the overhead costs for each employee are calculated by type of cost and loaded into payroll as a payroll additive to the employee's hourly rate. This payroll additive is calculated into the hourly rate based on the budget or estimated levels on the basis of time actually worked. They are recorded to the general ledger through the payroll system.

The following is an example of how employee deductions and burden is calculated.

ITEM	HOURS
ANNUAL SALARY	$50,000.00
BASE RATE	$24.03846
HOLIDAYS	64
SICK	40
VACATION	80
BILLABLE HOURS	1,896
BURDEN RATE	1.097046

In the above example, the employee is paid $50,000 per year and has estimated billable hours of 1,896. In order to ensure that all overhead costs are billed out, it is necessary to calculate a burden rate to be applied to each employee's billable rate. The burden rate is calculated by dividing actual paid hours by actual hours worked. In this example 2,080/1,896 produces a burden rate of 1.097046. This rate is applied to all billable hours for this employee.

In addition to the burden rate, each billable hour is burdened with an allocation for the employees benefit package. This includes Health Care, employer contributed Simple IRA, life insurance, and long term disability expense. The budgeted annual amount is divided over 26 pays and the burden rate of 1.097046 is applied to the cost in order to compensate for paid time off. These employer paid deductions then follow the distribution of direct payroll costs, and billable hours for each employee when payroll is processed.

Allocations

After the monthly closing and posting of payroll for the month is done, all service related costs will be appropriately distributed to the subsidiaries and affiliates of Integra, including ONSWC. These allocations are pooled by accounting units and distributed to the subsidiary and affiliates based on a predetermined allocation method setup within the general ledger.

The Accounting Unit is linked to the customer counts for the year immediately preceding the current year and builds the portion to charge to each subsidiary and affiliate. Other tables (like account ranges used) are maintained by Corporate Accounting and used in the process. These ranges of accounts are setup specifically for service related expenses. Methods and customer counts are adjusted from year to year as needed.

Once the payrolls are posted, allocations are processed, and costs are distributed to each subsidiary and

affiliate. To preserve the integrity of the payroll costs, an allocation pass thru account is credited to offset all service related expenses within the company. This leaves costs in the proper accounts where they can be further analyzed and reviewed.

Further, a control sheet is used by Integra Accounting to ensure that all charges relating to accounting units within Integra are equal to all charges allocated to subsidiaries and affiliates, including ONSWC, clearing accounts. The subsidiaries and affiliates, including ONSWC, has an accounting unit which is charged in conjunction with their clearing accounts. Reports provide backup support for the charges which are allocated to the subsidiaries and affiliates, including ONSWC. These reports tie into the amounts charged to the clearing account at each subsidiaries and affiliates, including ONSWC. They contain total costs by employee, by type of service, and for the amount of hours charged. ONSWC assumes the responsibility to record capital and rate case related expenses to their proper general ledger accounts based on the backup provided to them by Integra Accounting. The remaining costs should be posted directly to the management fee line on their general ledger. Reports are generated to provide additional backup to ONSWC Management.

Reconciliations

In addition to the reconciliation of the charges allocated to subsidiaries and affiliates, including ONSWC, processes have been put in place to true-up actual expenses by type. As expenses change from budget or employees use more or less paid time off than budgeted, adjustments for these cost will need to be generated. Unless significant changes to expense from budget occur, adjustments to expense will be done on a yearly basis. A reconciliation will be performed on July 1st of each year to adjust customer counts. Account reconciliations will be performed on a monthly basis to ensure clearing accounts are zeroed out and allocated to the correct expense accounts.

EXHIBIT FOR DATA REQUEST 10

April 10, 2014

Ms. Shanda Torbert
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Water Division-Municipal Section
Permits and Compliance
1400 Coliseum Boulevard
Montgomery, Alabama 36110

RE: CORRECTIVE ACTION PLAN
CONSENT ORDER NO. 14-038-CWP
NPDES PERMIT AL0064955
INTEGRA WATER LEE COUNTY, LLC
CONWAY ACRES TRAILER PARK
AUBURN, ALABAMA

Dear Ms. Torbert:

On behalf of Integra Water Lee County, LLC, we submit the enclosed Corrective Action Plan in response to the Consent Order dated February 5, 2014. The report includes a required compliance schedule recommended for Conway Acres Wastewater Treatment Facility.

Should you have any questions, please do not hesitate to contact me at wheeler.crook@gmcnetwork.com or (334) 271-3200.

Kind Regards,

Wheeler Crook, P.E.

Enclosure

xc: Mr. John McDonald, President, Integra Water, LLC

T:\Montgomery\CMGM Proj\Integra Water\General 2014\Conway Acres\Consent Order\Report\Consent Order Response transmittal ltr.4 10 14

GOODWYN, MILLS AND CAWOOD, INC.
2660 EastChase Lane, Suite 200
Montgomery, AL 36117
Tel 334.271.3200 Fax 334.272.1566
GMCNETWORK.COM

ARCHITECTURE ENGINEERING ENVIRONMENTAL GEOTECHNICAL INTERIOR DESIGN LANDSCAPE PLANNING SURVEYING TRANSPORTATION

CONSENT ORDER RESPONSE REPORT

CORRECTIVE ACTION PLAN

INTEGRA WATER LEE COUNTY, LLC
AUBURN, AL

April 10, 2014

Prepared By:

Goodwyn, Mills and Cawood, Inc.
Engineers◆Architects◆Planners◆Surveyors
2660 EastChase Lane, Suite 200
Montgomery, Alabama 36117

1. OBJECTIVE

The objective of the engineer's report is to provide an engineering analysis of the Consent Order received by Integra Water Lee County, LLC (IWLC) from the Alabama Department of Environmental Management (ADEM) on February 5, 2014.

2. GENERAL

Conway Acres Trailer Park (Conway Acres) is located in east central Alabama and southwest Lee County. It is approximately 3 miles south west of the center of Auburn University's main campus. Conway Acres is home to approximately 485 mobile home units.

The Conway Acres' Lagoon Treatment System (Treatment System) receives wastewater from all mobile homes located within the park. This flow equates to an average of 28,000 gallons of residential wastewater daily, while it is permitted for an average discharge of up to 37,000 gallons per day. The Treatment System is comprised of a 1.2 acre aerated lagoon, a 1.4 acre stabilization lagoon, a duplex lift station, an attached growth biological system, an extended aeration package treatment plant, chorine disinfection, a 1,500 gallon post aeration tank, and dechlorination. After flowing through the post aeration and dechlorination tank, effluent is discharged into a tributary of Choctafaula Creek.

3. CONSENT ORDER

ADEM transferred NPDES permit number AL0064955 to IWLC on May 11, 2010.

The permit establishes limitations on the discharge of pollutants from the Treatment System's outfall into an unnamed tributary to Choctafaula Creek. The permit requires that IWLC submit monthly Discharge Monitoring Reports (DMR's) to ADEM with the results of monitoring. The permit requires IWLC to properly operate and maintain facilities and systems of treatment and control, which are utilized to achieve compliance.

On February 20, 2014, IWLC received a Consent Order (CO) from ADEM after the Treatment System exceeded its permitted wastewater effluent limits for multiple constituents, with the most recent violations being primarily ammonia. As a stipulation of the Consent Order agreement, IWLC must enroll in ADEM's Electronic Environmental Discharge Monitoring Reports (eDMR) Reporting System Program. IWLC must also prepare and submit an engineering report that addresses the necessity for changes in maintenance and operating procedures, the need for modification of existing treatment works, and the need for new or additional treatment works. The report herein includes a schedule of implementation of the corrective actions necessary to fully comply with the permit limitations for total ammonia nitrogen, total suspended solids, carbonaceous biochemical oxygen demand (CBOD), total suspended solids percent removal, and CBOD percent removal by February 20, 2015. Detailed quarterly progress reports must also be submitted to ADEM describing the progress of achieving compliance.

4. ENGINEERING EVALUATION & DISCUSSION

IWLC has submitted an application to ADEM to land-apply effluent from the Treatment System via a Class V Sprayfield. Per ADEM's response to the Hydrogeological Evaluation of Proposed Class V Sprayfield issued on February

25, 2014, IWLC will be required to comply with the following:

- A healthy crop shall be established during land application.
- Best management practices erosion control measures shall be implemented.
- Wastewater shall not be applied during periods of rain, wind, ground saturation, frozen or any time when percolation will not readily occur.
- Wastewater shall not be applied to a field with a slope greater than 30% nor applied within 100 feet of any creeks, drainage ways, sinkholes and springs.
- All spray equipment and monitoring provisions shall be properly operated and maintained at all times to prevent leaks and spills.
- The Permittee shall not apply wastewater to areas where the depth to groundwater is less 5 feet or where sites are located within the 100 year floodplain.
- Excessive rainwater run-on must be diverted from the land application area.
- Buffer zones along ditches, gulleys, swales, and other storm water features must be properly maintained.
- Wastewater shall be applied in such a manner that surface runoff does not occur.

To comply with the requirements above, the Treatment System shall be operated so that the lagoons have excess storage during dry weather so there will be ample available storage for wet weather flow when it is unlawful to land-apply effluent.

Consequently, discharges to the Choctafaula Creek should be rare and may only occur during periods of extremely high rainfall and/or saturated soil conditions. Therefore, IWLC shall maintain the Treatment System's point source discharge permit, so, in the event land application is unlawful or unfeasible and storage in both lagoons has been filled, effluent may be discharged to the creek. During such periods, the Treatment System's effluent concentrations of pollutants shall comply with the NPDES permit, thus avoiding permit violations.

The capital cost of the sprayfield designed by Goodwyn, Mills, and Cawood has been quoted at $75,000 per IWLC.

5. RECOMMENDATIONS & SCHEDULE OF COMPLIANCE

The suggested measures and schedule in the below table shall be implemented to achieve and maintain compliance by February 2015.

RECOMMENDATIONS & SCHEDULE OF COMPLIANCE		
DESCRIPTION	DATE	STATUS
Enroll in ADEM's eDMR reporting system	March 2014	Complete
Select Contractor capable of constructing the proposed sprayfield	April 2014	
Install monitoring wells and analyze ground water to achieve baseline prior to land application	June 2014	
Begin construction of proposed sprayfield	June 2014	
Complete construction of the Sprayfield	November 2014	
Utilize monitoring wells and analyze groundwater to ensure compliance of the spray field permit	January 2015	
Enroll in ADEM's eSSO reporting system	January 2015	

6. CONCLUSION

IWLC acknowledges the violations cited in ADEM's Consent Order dated February 20, 2014. The permit violations for total ammonia nitrogen, total suspended solids, CBOD, total suspended solids percent removal, and CBOD percent removal may be addressed with implementation of the proposed Sprayfield.

The Consent Order serves as a reminder of the importance of continual communication, maintenance, monitoring, and optimization of the operations. All possible and necessary measures should be taken to comply with the requirements of IWLC's permit for both their future sprayfield and their point source discharges.

Respectfully,

GOODWYN, MILLS AND CAWOOD, INC.

Wheeler Crook, P.E.

LANCE R. LEFLEUR
DIRECTOR

ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

FEB -5 2014

CERTIFIED MAIL 91 7199 9991 7032 3109 9910
RETURN RECEIPT REQUESTED

Mr. John McDonald, President
Integra Water Lee County, LLC
Conway Acres Trailer Park
Post Office Box 10127
Birmingham, Alabama 35202

RE: Consent Order No. 14-038-CWP
NPDES Permit AL0064955
Conway Acres Trailer Park
Auburn, Alabama
Lee County (081)

Dear Mr. McDonald:

Please find the enclosed ADEM Consent Order No. 14-038-CWP which requires you to take certain actions at the Conway Acres Trailer Park in Auburn, AL in regard to alleged violations of the Alabama Water Pollution Control Act. This Consent Order has been issued with the consent of Integra Water Lee County, LLC/Conway Acres Trailer Park.

Sincerely,

Glenda L. Dean

Glenda L. Dean, Chief
Water Division

GLD/kbj

File: ECO /14-038-CWP

Enclosure

cc: Tom Johnston/ADEM, Office of General Counsel
Schuyler Espy/ADEM, Office of General Counsel
Daphne Smart/ADEM, Industrial Municipal Branch/Water Division
Emily Anderson/ ADEM, Industrial Municipal Branch/Water Division
Shanda Torbert/ADEM, Industrial Municipal Branch/Water Division

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S. W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF:	
Integra Water Lee County, LLC	
Conway Acres Trailer Park	Consent Order No. 14-038-CWP
Auburn, Lee County, Alabama	
NPDES PERMIT NO. AL0064955	

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter "the Department") and Integra Water Lee County, LLC (hereinafter the "Permittee") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-16 (2006 Rplc. Vol.), the Alabama Water Pollution Control Act (hereinafter "AWPCA"), Ala. Code §§ 22-22-1 to 22-22-14 (2006 Rplc. Vol.), and the regulations promulgated pursuant thereto, and § 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342.

STIPULATIONS

1. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-16 (2006 Rplc. Vol.).

2. Pursuant to Ala. Code § 22-22A-4(n) (2006 Rplc. Vol.), the Department is the state agency responsible for the promulgation and enforcement of water pollution control regulations in accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 to 1387. In addition, the Department is authorized to administer and enforce the provisions of the AWPCA, Ala. Code §§ 22-22-1 through 22-22-14 (2006 Rplc. Vol.).

3. The Permittee operates a wastewater treatment plant (hereinafter "WWTP"), known as the Conway Acres Trailer Park lagoon, located at 2038 Lee County Road 137, in Auburn, Lee County, Alabama.

4. The Department transferred National Pollutant Discharge Elimination System (hereinafter "NPDES") Permit Number AL0064955 (hereinafter the "Permit") to the Permittee on May 11, 2010. The Permit establishes limitations on the discharge of pollutants from such point source, designated therein as outfall number 0011, into an unnamed tributary to Choctafaula Creek, a water of the State. The Permit requires that the Permittee monitor its discharges and submit periodic Discharge Monitoring Reports (hereinafter "DMRs") to the Department describing the results of the monitoring. The Permit also requires that the Permittee properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of the permit.

5. Permit Condiditon I.A of the Permit requires that discharges be limited and monitored as specfied in the permit. The DMRs submitted to the Department by the Permittee indicate that the Permittee has discharged pollutants from such point source into the aforementioned unnamed tributary to Choctafaula Creek in violation of the limitations established in Permit Condition I.A. of the Permit. The months the violations occurred along with the parameters violated are listed in Attachment 1.

6. The Department issued a Notice of Violation (hereinafter "NOV") to the Permittee on December 14, 2011 for effluent violations. On January 6, 2012 the Department received the Permittee's NOV response dated January 5, 2012. The response provided explanations and details of corrective actions being completed to return to compliance, such as better operation and maintenance. The Permittee indicated that it had initiated purchasing and installing additional aerators, controls, and piping/valve maintenance between the lagoons. The Permittee also indicated it increased the depth of the lagoon and restored the disinfection system to perform properly. The Permittee also stated it had plans to utilize an additional fifteen horsepower aerator in the future to treat total nitrogen ammonia and carbonaceous biochemical oxygen demand when necessary.

7. The Permittee submitted an email to the Department on June 21, 2012, addressing

the corrective actions it was taking to come into compliance with the Permit. The Permittee stated it would be running a series of tests at different influent and effluent locations throughout the system and conducting weekly testing for ammonia, nitrate, alkalinity/pH, $CBOD_5$, Soluable $CBOD_5$, TSS, and flow. The data would be used to determine what level of nitrification was occuring throughout the system to determine necessary changes in equipment or the process to reduce ammonia levels.

8. The Permittee submitted an email to the Department on September 20, 2012, addressing the corrective actions it was taking to come into compliance with the Permit. The Permittee stated that it would be receiving an Engineering Report on the existing trickling filter, which would include corrective actions needed for the trickling filter to be functional and the level of nitrogen that could be removed. The Permittee indicated that once the required work was performed and proper operation ensued, the ammonia problem should be resolved. The estimated date for the filter to be in service was prior to the end of September 2012.

9. The Permittee submitted an email to the Department on October 1, 2012, stating that the trickling filter was in service and that it anticipated reductions in ammonia.

10. The Permittee consents to abide by the terms of this Consent Order and pay the civil penalty assessed herein.

11. The Department has agreed to the terms of this Consent Order in an effort to resolve the violations cited herein without the unwarranted expenditure of State resources in further prosecuting the alleged violations. The Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

CONTENTIONS

Pursuant to Ala. Code § 22-22A-5(18)(c) (2006 Rplc. Vol.), in determining the amount of any penalty, the Department must give consideration to the seriousness of the violation, including any irreparable harm to the environment and any threat to the health or safety of the public; the standard of care manifested by such person; the economic benefit that delayed compliance may have conferred upon such person; the nature, extent and degree of success of

such person's efforts to minimize or mitigate the effects of such violation upon the environment; such person's history of previous violations; and the ability of such person to pay such penalty. Any civil penalty assessed pursuant to this authority shall not exceed $25,000.00 for each violation, provided however, that the total penalty assessed in an order issued by the Department shall not exceed $250,000.00. Each day that such violation continues shall constitute a separate violation. In arriving at this civil penalty (summarized in Attachment 2), the Department has considered the following:

A. SERIOUSNESS OF THE VIOLATION AND BASE PENALTY: Based on the information available to the Department, violations of the Permit, ADEM Admin. Code r. 335-6, and the AWPCA were noted. Considering the general nature of each violation, the magnitude and duration of each non-compliant discharge, the characteristics of each pollutant discharged, their effects, if any, on impaired waters, and any available evidence of irreparable harm to the environment or threat to public, the Department determined the base penalty to be $33,200.00

B. THE STANDARD OF CARE: In consideration of the standard of care provided by the Permittee, the Department believes the civil penalty sought in this matter is sufficient.

C. ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: Based on the information provided to the Department, the Department has estimated an economic benefit of approximately $5,300.00 associated with the violations cited above.

D. EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATION UPON THE ENVIRONMENT: Other than the corrective actions noted above, the Department is unaware of any efforts by the Permittee to minimize or mitigate the effects of the violations upon the environment.

E. HISTORY OF PREVIOUS VIOLATIONS: Violations of a similar nature and degree have been reported in the period prior to the two year period addressed by this Consent Order. In consideration of this history of previous violations the Department enhanced the penalty by an additional $7,200.00.

F. THE ABILITY TO PAY: The Permittee completed the EPA's ABEL Model regarding their ability to pay a civil penalty. Per the ABEL Model results, the Department has determined that the Permittee has an inability to pay the civil penalty. In consideration of the Permittee's inability to pay, the Department has decreased the penalty by $45,700.00.

G. OTHER FACTORS: This Special Order by Consent is a negotiated settlement and, therefore, the Department has compromised the amount of the penalty the Department believes is warranted in this matter in the spirit of cooperation and desire to resolve this matter amicably, without incurring the unwarranted expense of litigation.

H. The civil penalty is summarized in Attachment 2.

ORDER

THEREFORE, the Permittee, along with the Department, desires to resolve and settle the compliance issues cited above. The Department has carefully considered the facts available to it and has considered the six penalty factors enumerated in Ala. Code § 22-22A-5(18)c (2006 Rplc. Vol.), as well as the need for timely and effective enforcement, and the Department believes that the penalty assessed below and the following conditions are appropriate to address the violations alleged herein. Therefore, the Department and the Permittee agree to enter into this CONSENT ORDER with the following terms and conditions:

A. That, if not already enrolled in the Department's Electronic Environmental Discharge Monitoring Reports (hereinafter "eDMR") Reporting System Program (hereinafter "E2 Program"), the Permittee agrees to prepare and submit to the Department a complete application for enrollment for all of its permitted facilities, so that it is received by the Department not later than thirty days after the effective date of this Consent Order. If the Department determines through its review of the submitted application that the submittal is not sufficient for the Permittee to participate in the E2 Program, the Permittee must modify the application so that it is sufficient. The Permittee shall submit modifications to the application, if required, so that they are received by the Department no later than fourteen days after receipt of the Department's comments. Upon acceptance by the Department into the E2 Program, the

Permittee agrees to begin the electronic submittals of DMRs through the E2 Program no later than the 28th day of the month following the first complete monitoring period. The Permittee agrees to fully implement all aspects of the E2 Program including the cessation of federal paper DMR submittals, if applicable, no later than 180 days after acceptance into the E2 Program, unless an extension is granted in writing by the Department. The Permittee further agrees to abide by all terms, conditions, and limitations of the E2 Program immediately upon acceptance into the E2 Program.

B. That the Permittee shall prepare and submit to the Department, an Engineering Report that addresses the need for changes in maintenance and operating procedures, the need for modification of existing treatment works, and the need for new or additional treatment works or collection system works. The Engineering Report must include a schedule for implementation (i.e., a Compliance Plan) and cost of equipment and/or repairs needed to achieve compliance, if known. The Engineering Report must be prepared by a professional engineer licensed to practice in the State of Alabama. The Permittee agrees to submit the Engineering Report to the Department no later than ninety days after the effective date of this Consent Order. If the Department determines through its review of the submitted Engineering Report that the submittal is not sufficient, then the Permittee must modify the Engineering Report. The Department must receive modifications to the Engineering Report, if required, no later than thirty days after receipt of the Department's comments. The Permittee agrees to complete implementation of the recommendations provided in the Engineering Report not later than 365 days after the effective date of this Consent Order.

C. That the Permittee shall prepare and submit detailed Quarterly Progress Reports to the Department describing the Permittee's progress towards achieving compliance with the items presented in the Compliance Plan, including the cost of equipment and/or repairs needed to achieve compliance. The Department must receive the Progress Reports no later than ninety days after the effective date of this Consent Order and continuing every ninety days thereafter that the Permittee's performance obligations under this Consent Order remain

incomplete. In addition, the Permittee shall submit a written notice of noncompliance with each applicable imposed requirement, if applicable. The Permittee shall submit the notice to the Department no later than fourteen days following each applicable due date contained in this Consent Order. Notices of noncompliance shall state the cause of noncompliance and the corrective action taken and shall also describe the Permittee's ability to comply with any remaining requirements of this Consent Order.

D. That the Permittee shall fully comply with the Permit limitations for Total Ammonia Nitrogen, Total Suspended Solids, Carbonaceous Biochemical Oxygen Demand, Total Suspended Solids Percent Removal, and Carbonaceous Biochemical Oxygen Demand Percent Removal within 365 days from the effective date of this Consent Order.

E. That the Permittee shall comply will all other terms, conditions, and limitations of the Permit immediately upon the effective date of this Consent Order.

F. That the Permittee shall submit a certification to the Department, signed by a professional engineer licensed to practice in the State of Alabama, indicating whether or not the Permittee is in compliance with all requirements of this Consent Order. The Permittee shall submit the certification to the Department no later than 395 days after the effective date of this Consent Order.

G. That, after the effective date of this Consent Order, the Permittee shall pay stipulated penalties for each day it fails to meet any of the milestone dates or satisfy any of the requirements set forth in or established by Paragraphs A, B, C, and F contained herein. The stipulated civil penalties for failure to meet each milestone or any requirement date, except for *Force Majeure* acts as hereinafter defined, shall be as follows:

Period of Noncompliance	Penalty per Day per Violation
1st to 30th day	$ 100.00
31st to 60th day	$ 200.00
After 60 days	$ 300.00

If the Permittee fails to meet any milestone or any assigned date ninety days after the required dates found in Paragraphs A, B, C, and F, the Department reserves the right to file a new action against the Defendant.

H. The cumulative stipulated penalties described in Paragraph G above shall under no circumstances exceed $18,000.00. Once stipulated penalties of $18,000.00 are due to the Department and violations continue to occur, or, should violations continue to occur after the final compliance date specified in the approved Compliance Plan, then the Department may issue additional orders or file suit against the Permittee in the Circuit Court of Montgomery County or other court of competent jurisdiction to enforce compliance with this Consent Order.

I. That payment of stipulated penalties due for violations of milestone dates under this Consent Order shall be due not later than the 28th day of the month following the milestone date and each and every month thereafter until the milestone is completed or until the final compliance date of this Consent Order. The Department is not required to notify the Permittee of the assessment of any stipulated penalty.

J. That this Consent Order shall apply to and be binding upon both parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the party represented, and to legally bind such party.

K. That, subject to the terms of these presents and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the violations cited in this Consent Order.

L. That the Permittee agrees that it is not relieved from any liability if it fails to comply with any provision of this Consent Order.

M. For purposes of this Consent Order only, that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County. The Permittee also agrees that in any action brought by the

Department to compel compliance with the terms of this Agreement, the Permittee shall be limited to the defenses of *Force Majeure*, compliance with this Agreement and physical impossibility. A *Force Majeure* is defined as any event arising from causes that are not foreseeable and are beyond the reasonable control of the Permittee, including its contractors and consultants, which could not be overcome by due diligence (i.e., causes which could have been overcome or avoided by the exercise of due diligence will not be considered to have been beyond the reasonable control of the Permittee) and which delays or prevents performance by a date required by the Consent Order. Events such as unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to obtain federal, state, or local permits shall not constitute *Force Majeure*. Any request for a modification of a deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to the Department a minimum of ten working days prior to the original anticipated completion date. If the Department, after review of the extension request, finds the work was delayed because of conditions beyond the control and without the fault of the Permittee, the Department may extend the time as justified by the circumstances. The Department may also grant any other additional time extension as justified by the circumstances, but it is not obligated to do so.

N. That the sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future concerning the WWTP which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in other Orders as may be issued by the Director, by litigation initiated by the Department, or by such other enforcement action as may be appropriate, and the Permittee shall not object to such future orders, litigation or enforcement action based on the issuance of this Consent Order if future orders, litigation or other enforcement action address new matters not raised in this Consent Order.

O. That this Consent Order shall be considered final and effective immediately upon signature of all parties. This Consent Order shall not be appealable, and the Permittee does hereby waive any hearing on the terms and conditions of same.

P. That this Consent Order shall not affect the Permittee's obligation to comply with any Federal, State, or local laws or regulations.

Q. That, should any provision of this Consent Order be declared by a court of competent jurisdiction or the Environmental Management Commission to be inconsistent with Federal or State law and therefore unenforceable, the remaining provisions hereof shall remain in full force and effect.

R. That any modifications of this Consent Order must be agreed to in writing signed by both parties.

S. That, except as otherwise set forth herein, this Consent Order is not and shall not be interpreted to be a permit or modification of an existing permit under Federal, State or local law, and shall not be construed to waive or relieve the Permittee of its obligations to comply in the future with any permit.

Executed in duplicate, with each part being an original.

INTEGRA WATER LEE COUNTY, LLC	**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**
By: Integra Water, LLC Manager	**By:** Mandy Elliott
Its: Manager	**Its:** Deputy Director
Date: 1/31/14	**Date:** FEB -5 2014

Attachment 1: *Violations*

Facility: Conway Acres Trailer Park (AL0064955)

Monitoring Period	Parameter Code	Parameter	Permit Value	Unit	Sample Value	Unit	Limit Basis (i.e. Average, Max., Min.)
March 2011	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	4.37	lbs/day	Monthly Average
March 2011	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	4.94	lbs/day	Weekly Average
March 2011	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	8.3	mg/l	Monthly Average
March 2011	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	8.6	mg/l	Weekly Average
March 2011	80091	$CBOD_5$ Percent Removal	85	Percent	84	Percent	Monthly Average Min.
April 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.9	lbs/day	Monthly Average
April 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	3.4	lbs/day	Weekly Average
April 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	7	mg/l	Monthly Average
April 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	10.1	mg/l	Weekly Average
April 2011	80091	$CBOD_5$ Percent Removal	85	Percent	71	Percent	Monthly Average Min.
April 2011	81011	TSS Percent Removal	65	Percent	55	Percent	Monthly Average Min.
May 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	6.36	lbs/day	Monthly Average
May 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	6.73	lbs/day	Weekly Average
May 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	20.1	mg/l	Monthly Average
May 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	21.8	mg/l	Weekly Average
May 2011	80082	BOD, Carbonaceous 5 Day 20 °C	4.01	lbs/day	6.68	lbs/day	Monthly Average
May 2011	80082	BOD, Carbonaceous 5 Day 20 °C	6.02	lbs/day	7.28	lbs/day	Weekly Average
May 2011	80082	BOD, Carbonaceous 5 Day 20 °C	13.0	mg/l	21.15	mg/l	Monthly Average
May 2011	80082	BOD, Carbonaceous 5 Day 20 °C	19.5	mg/l	23.6	mg/l	Weekly Average
May 2011	80091	$CBOD_5$ Percent Removal	85.0	Percent	-12	Percent	Monthly Average Min.
June 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.57	lbs/day	Monthly Average
June 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.80	lbs/day	Weekly Average
June 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	14.50	mg/l	Monthly Average
June 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	16.60	mg/l	Weekly Average
July 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	0.53	lbs/day	Monthly Average
July 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.03	lbs/day	Weekly Average
July 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	2.15	mg/l	Monthly Average
July 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	4.20	mg/l	Weekly Average
July 2011	80091	$CBOD_5$ Percent Removal	85	Percent	33	Percent	Monthly Average Min.
August 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	7.0	lbs/day	Monthly Average
August 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	7.22	lbs/day	Weekly Average
August 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	18.95	mg/l	Monthly Average
August 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	20.60	mg/l	Weekly Average
August 2011	50060	Chlorine, Total Residual	0.01	mg/l	3.25	mg/l	Maximum Daily
August 2011	80082	BOD, Carbonaceous 5 Day 20 °C	4.01	lbs/day	8.01	lbs/day	Monthly Average

Monitoring Period	Parameter Code	Parameter	Permit Value	Unit	Sample Value	Unit	Limit Basis (i.e. Average, Max., Min.)
August 2011	80082	BOD, Carbonaceous 5 Day 20 °C	6.02	lbs/day	11.25	lbs/day	Weekly Average
August 2011	80082	BOD, Carbonaceous 5 Day 20 °C	13.0	mg/l	21.15	mg/l	Monthly Average
August 2011	80082	BOD, Carbonaceous 5 Day 20 °C	19.5	mg/l	28.7	mg/l	Weekly Average
August 2011	80091	$CBOD_5$ Percent Removal	85.0	Percent	80	Percent	Monthly Average Min.
September 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	7.52	lbs/day	Monthly Average
September 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	9.76	lbs/day	Weekly Average
September 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	21.8	mg/l	Monthly Average
September 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	24.7	mg/l	Weekly Average
September 2011	74055	Coliform, Fecal General	200	col/100mL	2,823	col/100mL	Monthly Average
September 2011	74055	Coliform, Fecal General	2000	col/100mL	3,725	col/100mL	Maximum Daily
September 2011	80082	BOD, Carbonaceous 5 Day 20 °C	4.01	lbs/day	18.9	lbs/day	Monthly Average
September 2011	80082	BOD, Carbonaceous 5 Day 20 °C	6.02	lbs/day	19.8	lbs/day	Weekly Average
September 2011	80082	BOD, Carbonaceous 5 Day 20 °C	13.0	mg/l	58.3	mg/l	Monthly Average
September 2011	80082	BOD, Carbonaceous 5 Day 20 °C	19.5	mg/l	70.8	mg/l	Weekly Average
September 2011	80091	$CBOD_5$ Percent Removal	85.0	Percent	65	Percent	Monthly Average Min.
September 2011	81011	TSS Percent Removal	65.0	Percent	42	Percent	Monthly Average Min.
October 2011	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	5.99	lbs/day	Monthly Average
October 2011	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	7.22	lbs/day	Weekly Average
October 2011	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	23.7	mg/l	Monthly Average
October 2011	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	26.4	mg/l	Weekly Average
October 2011	80082	BOD, Carbonaceous 5 Day 20 °C	4.01	lbs/day	12.15	lbs/day	Monthly Average
October 2011	80082	BOD, Carbonaceous 5 Day 20 °C	6.02	lbs/day	21.2	lbs/day	Weekly Average
October 2011	80082	BOD, Carbonaceous 5 Day 20 °C	13.0	mg/l	45.6	mg/l	Monthly Average
October 2011	80082	BOD, Carbonaceous 5 Day 20 °C	19.5	mg/l	77.5	mg/l	Weekly Average
October 2011	80091	$CBOD_5$ Percent Removal	85.0	Percent	26	Percent	Monthly Average Min.
November 2011	00530	Solids, Total Suspended	27.7	lbs/day	31.9	lbs/day	Monthly Average
November 2011	00530	Solids, Total Suspended	41.6	lbs/day	61.5	lbs/day	Weekly Average
November 2011	00530	Solids, Total Suspended	90.0	mg/l	225.4	mg/l	Monthly Average
November 2011	00530	Solids, Total Suspended	135.0	mg/l	431.6	mg/l	Weekly Average
November 2011	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	2.20	lbs/day	Monthly Average
November 2011	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	2.2	lbs/day	Weekly Average
November 2011	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	16.45	mg/l	Monthly Average
November 2011	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	17.5	mg/l	Weekly Average
November 2011	81011	TSS Percent Removal	65.0	Percent	32.2	Percent	Monthly Average Min.
December 2011	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	4.55	lbs/day	Monthly Average
December 2011	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	6.63	lbs/day	Weekly Average
December 2011	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	16.1	mg/l	Monthly Average
December 2011	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	27.9	mg/l	Weekly Average
December 2011	80082	BOD, Carbonaceous 5 Day 20 °C	25.0	mg/l	33.6	mg/l	Monthly Average
December 2011	80082	BOD, Carbonaceous 5 Day 20 °C	37.5	mg/l	44.9	mg/l	Weekly Average

Monitoring Period	Parameter Code	Parameter	Permit Value	Unit	Sample Value	Unit	Limit Basis (i.e. Average, Max., Min.)
January 2012	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	4.8	lbs/day	Monthly Average
January 2012	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	6.2	lbs/day	Weekly Average
January 2012	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	13.7	mg/l	Monthly Average
January 2012	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	16.9	mg/l	Weekly Average
January 2012	80082	BOD, Carbonaceous 5 Day 20 °C	7.7	lbs/day	15.2	lbs/day	Monthly Average
January 2012	80082	BOD, Carbonaceous 5 Day 20 °C	11.5	lbs/day	15.2	lbs/day	Weekly Average
January 2012	80082	BOD, Carbonaceous 5 Day 20 °C	25.0	mg/l	41.2	mg/l	Monthly Average
January 2012	80082	BOD, Carbonaceous 5 Day 20 °C	37.5	mg/l	41.2	mg/l	Weekly Average
January 2012	80091	$CBOD_5$ Percent Removal	85.0	Percent	77.4	Percent	Monthly Average Min.
February 2012	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	3.0	lbs/day	Monthly Average
February 2012	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	5.1	lbs/day	Weekly Average
February 2012	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	11.0	mg/l	Monthly Average
February 2012	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	14.3	mg/l	Weekly Average
February 2012	74055	Coliform, Fecal General	2000	col/100mL	2,829	col/100mL	Maximum Daily
February 2012	80082	BOD, Carbonaceous 5 Day 20 °C	7.7	lbs/day	11.8	lbs/day	Monthly Average
February 2012	80082	BOD, Carbonaceous 5 Day 20 °C	11.5	lbs/day	27.1	lbs/day	Weekly Average
February 2012	80082	BOD, Carbonaceous 5 Day 20 °C	25.0	mg/l	44.6	mg/l	Monthly Average
February 2012	80082	BOD, Carbonaceous 5 Day 20 °C	37.5	mg/l	83.6	mg/l	Weekly Average
February 2012	80091	$CBOD_5$ Percent Removal	85.0	Percent	84	Percent	Monthly Average Min.
March 2012	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	2.5	lbs/day	Monthly Average
March 2012	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	3.11	lbs/day	Weekly Average
March 2012	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	8.33	mg/l	Monthly Average
March 2012	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	8.6	mg/l	Weekly Average
March 2012	80082	BOD, Carbonaceous 5 Day 20 °C	7.7	lbs/day	10.35	lbs/day	Monthly Average
March 2012	80082	BOD, Carbonaceous 5 Day 20 °C	11.5	lbs/day	15.04	lbs/day	Weekly Average
March 2012	80082	BOD, Carbonaceous 5 Day 20 °C	25.0	mg/l	30.3	mg/l	Monthly Average
March 2012	80082	BOD, Carbonaceous 5 Day 20 °C	37.5	mg/l	38.7	mg/l	Weekly Average
April 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	3.7	lbs/day	Monthly Average
April 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	3.7	lbs/day	Weekly Average
April 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	22.2	mg/l	Monthly Average
April 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	22.2	mg/l	Weekly Average
April 2012	80082	BOD, Carbonaceous 5 Day 20 °C	4.01	lbs/day	7.07	lbs/day	Monthly Average
April 2012	80082	BOD, Carbonaceous 5 Day 20 °C	6.02	lbs/day	9.09	lbs/day	Weekly Average
April 2012	80082	BOD, Carbonaceous 5 Day 20 °C	13.0	mg/l	29.15	mg/l	Monthly Average
April 2012	80082	BOD, Carbonaceous 5 Day 20 °C	19.5	mg/l	30.20	mg/l	Weekly Average
April 2012	80091	$CBOD_5$ Percent Removal	85.0	Percent	38	Percent	Monthly Average Min.
May 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	2.41	lbs/day	Monthly Average
May 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	3.52	lbs/day	Weekly Average
May 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	10.58	mg/l	Monthly Average
May 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	14.00	mg/l	Weekly Average

Monitoring Period	Parameter Code	Parameter	Permit Value	Unit	Sample Value	Unit	Limit Basis (i.e. Average, Max., Min.)
May 2012	80082	BOD, Carbonaceous 5 Day 20 °C	4.01	lbs/day	9.44	lbs/day	Monthly Average
May 2012	80082	BOD, Carbonaceous 5 Day 20 °C	6.02	lbs/day	13.63	lbs/day	Weekly Average
May 2012	80082	BOD, Carbonaceous 5 Day 20 °C	13.0	mg/l	34.58	mg/l	Monthly Average
May 2012	80082	BOD, Carbonaceous 5 Day 20 °C	19.5	mg/l	43.00	mg/l	Weekly Average
May 2012	80091	$CBOD_5$ Percent Removal	85.0	Percent	70	Percent	Monthly Average Min.
June 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	0.58	lbs/day	Monthly Average
June 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	0.66	lbs/day	Weekly Average
June 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	10.4	mg/l	Monthly Average
June 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	10.6	mg/l	Weekly Average
July 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	0.85	lbs/day	Monthly Average
July 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.44	lbs/day	Weekly Average
July 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	8.22	mg/l	Monthly Average
July 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	9.59	mg/l	Weekly Average
August 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.29	lbs/day	Monthly Average
August 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.74	lbs/day	Weekly Average
August 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	5.93	mg/l	Monthly Average
August 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	6.20	mg/l	Weekly Average
September 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.96	lbs/day	Monthly Average
September 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	2.06	lbs/day	Weekly Average
September 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	7.04	mg/l	Monthly Average
September 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	7.19	mg/l	Weekly Average
October 2012	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.18	lbs/day	Monthly Average
October 2012	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.83	lbs/day	Weekly Average
October 2012	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	4.28	mg/l	Monthly Average
October 2012	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	6.27	mg/l	Weekly Average
November 2012	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	1.32	lbs/day	Monthly Average
November 2012	00610	Nitrogen, Ammonia Total (As N)	1.9	lbs/day	1.99	lbs/day	Weekly Average
November 2012	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	4.70	mg/l	Monthly Average
November 2012	00610	Nitrogen, Ammonia Total (As N)	6.3	mg/l	6.44	mg/l	Weekly Average
December 2012	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	5.45	mg/l	Monthly Average
December 2012	80091	$CBOD_5$ Percent Removal	85.0	Percent	80.3	Percent	Monthly Average Min.
January 2013	00610	Nitrogen, Ammonia Total (As N)	1.3	lbs/day	1.65	lbs/day	Monthly Average
January 2013	00610	Nitrogen, Ammonia Total (As N)	4.2	mg/l	5.21	mg/l	Monthly Average
April 2013	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	0.71	lbs/day	Monthly Average
April 2013	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.42	lbs/day	Weekly Average
April 2013	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	2.36	mg/l	Monthly Average
April 2013	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	4.72	mg/l	Weekly Average
May 2013	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.62	lbs/day	Monthly Average
May 2013	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	2.15	lbs/day	Weekly Average
May 2013	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	6.5	mg/l	Monthly Average

Monitoring Period	Parameter Code	Parameter	Permit Value	Unit	Sample Value	Unit	Limit Basis (i.e. Average, Max., Min.)
May 2013	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	7.9	mg/l	Weekly Average
June 2013	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	0.464	lbs/day	Monthly Average
June 2013	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	0.731	lbs/day	Weekly Average
June 2013	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	2.89	mg/l	Monthly Average
June 2013	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	4.90	mg/l	Weekly Average
July 2013	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	2.43	lbs/day	Monthly Average
July 2013	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	4.34	lbs/day	Weekly Average
July 2013	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	5.64	mg/l	Monthly Average
July 2013	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	9.47	mg/l	Weekly Average
August 2013	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	1.07	lbs/day	Monthly Average
August 2013	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	2.00	lbs/day	Weekly Average
August 2013	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	5.31	mg/l	Monthly Average
August 2013	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	9.99	mg/l	Weekly Average
September 2013	00610	Nitrogen, Ammonia Total (As N)	0.37	lbs/day	0.78	lbs/day	Monthly Average
September 2013	00610	Nitrogen, Ammonia Total (As N)	0.55	lbs/day	1.30	lbs/day	Weekly Average
September 2013	00610	Nitrogen, Ammonia Total (As N)	1.20	mg/l	3.23	mg/l	Monthly Average
September 2013	00610	Nitrogen, Ammonia Total (As N)	1.80	mg/l	5.21	mg/l	Weekly Average

Conway Acres Trailer Park AL0064955
Attachment 2
Penalty Synopsis Worksheet

Violation	Number of Violations	Seriousness of Violation & Base Penalty*	Standard of Care*	History of Previous Violations*
Effluent Violations	144	$33,200.00	$0.00	$7,200.00
Totals:	144	$33,200.00	$0.00	$7,200.00

Economic Benefit*:	**$5,300.00**
Mitigating Factors:	**$0.00**
Ability to Pay*:	**($45,700.00)**
Other Factors*:	**$0.00**
Final Penalty:	**$0.00**

* Refer to the "Findings" of the Order for a description of each penalty factor

LANCE R. LEFLEUR
DIRECTOR

ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

FEB 2 6 2016

Mr. John McDonald, President
Integra Water Lee County, LLC
Post Office Box 10127
Birmingham, AL 35202

RE: Closure/Resolution of Consent Order
Conway Acres Trailer Park
NPDES Permit Number AL0064955
Consent Order No. 14-038-CWP
Lee County (081)

Dear Mr. McDonald:

The Department has received a letter dated November 5, 2015 from Integra Water Lee County, LLC on November 9, 2015. The letter certified that the Permittee is in compliance with the requirements of Consent Order No. 14-038-CWP and request for the Consent Order be closed.

This letter acknowledges compliance by the Integra Water Lee County, LLC Conway Acres Trailer Park with the following provisions of the referenced Consent Order:

- Submittal of Engineering Report
- Submittal of Progress Reports
- Compliance with Total Ammonia Nitrogen, Total Suspended Solids, Carbonaceous Biochemical Oxygen Demand, Total Suspended Solids Percent Removal, and Carbonaceous Biochemical Oxygen Demand Percent Removal permit limitations
- Submittal of compliance certification

Based on information submitted by the Permittee, information submitted on behalf of the Permittee, and/or information gathered by ADEM, this is to advise the Permittee that the Department considers the specific actionable items required by the above-referenced Order to be adequately addressed/resolved.

Your efforts to ensure compliance with applicable regulatory requirements for the protection of water quality are appreciated. If you have questions regarding this matter, please contact the area engineer Ms. Shanda Torbert, either by email at storbert@adem.state.al.us or by phone at (334) 271-7800.

Sincerely,

Emily D. Anderson, Chief
Municipal Section
Industrial/Municipal Branch
Water Division

Pc: Ms. Schuyler Espy/ADEM
Ms. Shanda Torbert/ADEM

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)