

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE: APPLICATION OF LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, FOR AUTHORITY TO SELL OR TRANSFER TITLE TO THE ASSETS, PROPERTY, AND REAL ESTATE OF A PUBLIC UTILITY AND FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY	DOCKET NO. <u>21-00053</u>
---	-----------------------------------

**APPLICATION OF LIMESTONE WATER UTILITY OPERATING COMPANY,
LLC, FOR AUTHORITY TO SELL OR TRANSFER TITLE TO THE ASSETS,
PROPERTY, AND REAL ESTATE OF A PUBLIC UTILITY AND FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Tenn. Code Ann. §§ 65-4-104 and 65-4-113 and TPUC Rules 1220-1-1-.03, 1220-04-13-.10, and 1220-04-13-.17, Limestone Water Utility Operating Company, LLC, ("Limestone") ("Applicant") respectfully submits this Application requesting the Tennessee Public Utility Commission ("TPUC" or "Commission") to authorize Cartwright Creek, LLC, ("Cartwright Creek") to sell or transfer title to all assets, property, and real estate currently used to provide regulated wastewater service to customers in four separate service areas in Williamson County, Tennessee - Arrington Retreat, The Grasslands, The Hideaway, and Hardeman Springs ("the Transaction"). In addition, to enable Limestone to operate the wastewater systems it proposes to acquire ("Systems"), Applicant requests the Commission authorize the transfer of Cartwright Creek's Certificate of Public Convenience and Necessity ("CCN") or, alternatively, grant Limestone a new CCN pursuant to Tenn. Code Ann. § 65-4-201 and TPUC Rule 1220-4-13-.17.

Under terms of the *Agreement for Sale of Utility System* governing the sale of the Systems, all authorizations and approvals requested in the preceding paragraph, and related accounting, ratemaking, and regulatory approvals, are conditions precedent to closing the Transaction. Because they wish to close the Transaction as soon as possible and because they believe approving the Transaction and granting Limestone's request for a CCN serve the public interest and are necessary for public convenience, Applicants respectfully request the Commission consider this Application on an expedited basis.

In support of its Application, Applicant submits the following:

I. Introduction

1. The full names, addresses, and contact information for the Applicant is as follows:

Limestone Water Utility Operating Company, LLC
c/o Josiah Cox
Central States Water Resources, Inc.¹
1650 Des Peres Rd., Suite 303,
St. Louis, MO 63131
(314) 736-4672
jcox@cswrgroup.com

¹ Limestone is an "affiliate" of Central States Water Resources, Inc., as that term defined in TPUC Rule 1220-04- 13-.16(2)(a).

2. All correspondence, notices, inquiries, questions, and other communications regarding the Application should be directed to the persons or entities identified in the preceding paragraph, with copies to the following counsel for applicant:

For Limestone:

Charles B. Welch, Jr.
Farris Bobango PLC
414 Union Street
Suite 1105
Nashville, TN 37219

3. In support of this Application, the following appendix and exhibits are attached hereto:

- a. **Appendix A** - Minimum filing requirements;
- b. **Exhibit 1** - Description and area maps of the Systems;
- c. **Exhibit 2** - Limestone's Articles of Organization;
- d. **Exhibit 3** - Limestone's Operating Agreement;
- e. **Exhibit 4** - Limestone's Certificate of Existence;
- d. **Exhibit 5** - CSWR's organization chart;
- e. **Exhibit 6** - Chart of Limestone's affiliates and number of customers served;
- f. **Exhibit 7** - SEALED - *Agreement for Sale of Utility System*;
- g. **Exhibit 8** - Assignment of Rights Agreement;
- h. **Exhibit 9** - Direct testimony of Josiah Cox;
- i. **Exhibit 10** - SEALED - CSWR consolidated financial statements;
- J. **Exhibit 11** - SEALED - Limestone proforma financial statements;
- k. **Exhibit 12** - Resumes of key CSWR personnel;
- I. **Exhibit 13** - Customer notification letter draft;
- m. **Exhibit 14** - Surety bond;
- n. **Exhibit 15** - Officer/key employee organization chart;
- o. **Exhibit 16** - Cartwright Creek' state operating permit;
- p. **Exhibit 17** - Cartwright Creek' state operator's certificate;
- q. **Exhibit 18** - Proposed chart of accounts;
- r. **Exhibit 19** - List of plant-in-service accounts.
- s.

II. Description of the Transaction Parties

4. General Information

A. Cartwright Creek

Cartwright Creek is a Tennessee limited liability company. Its principal office and place of

business is at 800 Roosevelt Rd., Suite A, Building A120, Glen Ellyn, Illinois, 60137-5846. Cartwright Creek holds a CCN from the Commission, and currently provides wastewater service to customers through three separate wastewater systems located in the following communities in Williamson County, Tennessee: Arrington Retreat, The Grasslands, The Hideaway, and Hardeman Springs. As required by TPUC Rule 1220-04-13-.17(2)(a)7, a description of Cartwright Creek's service areas and service area maps of the three systems are attached to the Application as **Exhibit 1** and are incorporated by reference.

B. Limestone

Limestone is a Tennessee limited liability company. Its principal office and place of business is at 1650 Des Peres Rd., Suite 303, St. Louis, MO 63131. Limestone currently provides water and wastewater services to approximately 400 water customers and 350 wastewater customers in Hardin County, Tennessee. A certified copy of Limestone's articles of organization, operating agreement, and certificate of existence, as filed with or issued by the Tennessee Secretary of State's office, are attached to the Application as **Exhibits 2, 3, and 4** respectively, and are incorporated by reference. Limestone's sole member is Limestone Water Utility Holding Company, LLC, ("LWUHC"), a Tennessee limited liability company, whose sole officer is its president Josiah Cox.

Limestone and LWUHC are part of a group of affiliated companies that directly or indirectly own and operate water or wastewater systems in Missouri, Arkansas, Kentucky, Louisiana, Texas, and Tennessee and provide services to approximately 126,000 customers. Each company within the group is an "affiliate" of each other company, as defined by TPUC Rule 1220-04-13-.16(2)(a). An organization chart showing all affiliate relationships within the group is attached to the Application as **Exhibit 5**. Each affiliate that directly owns and operates a water or

wastewater system and the number of customers it serves is identified in **Exhibit 6**. Those exhibits are incorporated into this Application by reference.

One of Limestone's affiliates, CSWR, LLC, ("CSWR"), provides financial, technical, and managerial expertise and services to each of the group's utility operating affiliates and will manage Limestone and the four Systems at issue if the Commission approves the Transaction that is the subject of the Application. CSWR is the only company within the group that has employees and is the only affiliate that would provide services to Limestone. The technical, managerial, and financial services CSWR would provide Limestone are described elsewhere in the Application. CSWR is a Missouri limited liability company, and its principal office is located at 1650 Des Peres Rd., Suite 303, St. Louis, MO 63131. It currently does not conduct business in Tennessee and does not intend to do so in the future; therefore, CSWR is not required to have a business license or any other authorization from the Tennessee Secretary of State.

III. Description of the Transaction

Cartwright Creek has determined it is in the best interests of both the company and its customers to sell the wastewater Systems at issue in this Application to a qualified operator. In furtherance of that objective, Cartwright Creek and Central States Water Resources, Inc. entered into a binding *Agreement for Sale of Utility System* dated March 15, 2021 ("Agreement"). In accordance with TPUC Rule 1220-04-13-.10(2), a copy of the full Agreement is attached, under seal, as Proprietary and Confidential **Exhibit 7** and incorporated by reference. The Agreement specifies terms for Cartwright Creek to sell and CSWR to purchase all assets Cartwright Creek uses to provide wastewater services to its four Williamson County systems, including, but not limited to, wastewater service facilities and equipment, intangibles, franchises, inventory, contracts and contract rights, and real estate. Assets are to be transferred free of all liens,

mortgages, and similar encumbrances. No closing date is specified because closing is expressly contingent on satisfaction of various conditions precedent, including obtaining all required regulatory approvals. The closing date will be in accordance with TPUC Rule 1220-04-13-.10(2).

Limestone proposes to acquire all assets Cartwright Creek currently uses to provide wastewater services to customers in the Arrington Retreat, The Grasslands, The Hideaway, and Hardeman Springs subdivisions, each of which is located in Williamson County, Tennessee.

Section 17 of the Agreement authorizes Central States Water Resources, Inc. to assign its rights to an affiliated entity. In accordance with that provision, Central States Water Resources, Inc. has executed an *Assignment of Rights* that, at closing, would transfer to Limestone all rights, title, and interests to Cartwright Creek assets. A copy of that assignment is attached to this Application as **Exhibit 8** and incorporated by reference.

The sale of assets under terms specified in the Agreement promotes the interests of the public generally and of Cartwright Creek's customers more specifically. Numerous deficiencies exist in the wastewater systems CSWR and Limestone propose to acquire, and the current owner/operator of those systems is unwilling or unable to expend the capital necessary to remedy those deficiencies. For example, CSWR and Limestone estimate additional investment of more than \$2.3 million would be required to bring the wastewater system serving The Grasslands into compliance with operational and environmental standards. Inflow and infiltration exceed the system's 250,000 gpd capacity and the system currently fails to achieve standards established by the Tennessee Department of Environment and Conservation ("TDEC") for phosphorus. To alleviate these and other problems, existing facilities and processes must be extensively modified, and additional plant must be constructed. If authorizations sought in this Application are granted, CSWR and Limestone are willing to make those investments. And although Limestone will be

required to make substantial capital investments to bring The Grasslands system into compliance, if the Commission grants the relief requested in the Application Limestone intends to adopt rates currently in effect for all three of Cartwright Creek's systems.

The reasons Limestone wants to purchase Cartwright Creek's Systems and Limestone's plans for the Systems are discussed in the written direct testimony of Josiah Cox, which is attached to this Application as **Exhibit 9** and incorporated by reference. Mr. Cox's testimony also includes information required by TPUC Rules 1220-04-13-.12 and 1220-04-13-. 17(2)(a)8(f) and confirms Limestone's intent to fully comply with all applicable statutes, rules, and regulations.

IV. Limestone Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Utility Services

Through its affiliation with CSWR, Limestone possesses the requisite technical, financial and managerial capabilities to operate as a utility services provider. These capabilities are further explained in detail below and in Mr. Cox's direct testimony. As previously noted, in addition to the water and wastewater services Limestone already provides in Tennessee, CSWR-affiliated companies currently operate water or wastewater systems in Missouri, Arkansas, Kentucky, Louisiana, and Texas. For each of the systems an affiliate currently owns or operates, CSWR provides the technical, managerial, and financial resources necessary to acquire and operate those systems. CSWR would continue to provide similar support for the Systems Limestone proposes to acquire in this case.

A. Technical Qualifications

CSWR's technical resources and expertise have greatly improved the quality of service its utility operating affiliates are able to provide their respective customers in Missouri, Arkansas, Kentucky, Louisiana, Tennessee, and Texas. CSWR has on staff engineers and other similarly qualified personnel with experience in the design and operation of water and wastewater systems,

and supplements those resources with qualified and licensed local contract operators who are responsible for day-to-day plant operations. Access to these and other resources available through its affiliation with CSWR allow Limestone to achieve economies not generally available to similarly sized water and wastewater utilities. If the Commission grants the regulatory approvals sought in this Application, CSWR would bring the same benefits it currently provides to customers in Missouri, Arkansas, Kentucky, Louisiana, Texas, and Tennessee customers to the Cartwright Creek customers Limestone proposes to serve through this application. In his direct testimony, Mr. Cox describes and discusses the technical qualifications of Limestone and its affiliates to own and operate the Cartwright Creek systems.

B. Financial Qualifications

CSWR has access to investment capital necessary to acquire small, oftentimes distressed, water and sewer systems and make investments necessary to upgrade, improve, and maintain those systems so they can consistently provide safe and reliable water and wastewater service to customers. Equity capital used to acquire Cartwright Creek' assets, to fund initial capital upgrades and improvements, and providing necessary working capital will be provided by CSWR. After the acquisition is completed, Limestone will determine if future system improvements will be funded by equity, debt, or a combination of both, with future debt capital to be obtained from commercial sources, if available, at reasonable interest rates. Limestone and its affiliates thus have the financial capability necessary to acquire, own, and operate the Cartwright Creek Systems. CSWR's consolidated balance sheet and income statement for the most recent fiscal year are attached to the Application as **Exhibit 10**, as Limestone began operations as of March 18, 2021, and does not yet have financial statements of its own. A pro-forma income statement and balance sheet for Limestone for the first three years of its proposed operation of the Cartwright Creek Systems is

attached as **Exhibit 11**. Each of those exhibits is incorporated by reference.

C. Managerial Qualifications

Resumes of key CSWR personnel who are closely involved with Limestone's operations are attached to this Application as **Exhibit 12** and are incorporated by reference. Information presented in those resumes demonstrates the considerable managerial and technical expertise and experience available to Limestone through its affiliation with CSWR. Where additional or supplemental expertise is required (e.g., personnel holding licenses or certifications required by Tennessee law), Limestone or CSWR will engage qualified independent contractors to satisfy those needs.

V. Approval of Limestone's Application is in the Public Interest

Granting Limestone's Application is consistent with the public interest. In that regard, Applicant makes the following representations to the Commission:

- a. Limestone possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Limestone's services will meet the service standards required by the Commission;
- c. The provision of services by Limestone will not adversely impact the availability of affordable utility service; and
- d. The provision of utility services by Limestone will not adversely impact the public interest.

To minimize any adverse effects on customers, Limestone proposes to adopt Cartwright Creek's currently approved rates and tariffs, and any future changes in those rates or tariffs would be subject to the Commission's review and approval.

VIII. Conclusion

Both Cartwright Creek and Limestone believe it is in the best interests of the customers for Limestone to acquire the Systems from Cartwright Creek with the result that Limestone will be the exclusive provider of wastewater within the service areas of the Systems.

In properly maintaining and supporting a wastewater system, successful operators will inevitably be confronted with, among other things, increasing costs and mounting capital expenditures. Aging infrastructure and technological advances must be consistently and appropriately studied and addressed. Limestone has the capability and resources to ensure that the Systems are appropriately maintained and upgraded in the days ahead as conditions warrant.

The representations and warranties described in the *Agreement for Sale of Utility System* reflect the determination by the parties involved that going forward Limestone, rather than Cartwright Creek, is best suited to provide service to customers of the Systems, including making future capital improvements necessary to maintain the efficiency and quality of the Systems.

The *Agreement for Sale of Utility System* and the requested regulatory treatment and approvals are necessary and proper for the public convenience and properly conserve, promote, and protect the public interest. A copy of the customer notification letter required by TPUC Rule 1220-04-13-.10(3)(f) is attached as **Exhibit 13** and is incorporated by reference. Limestone has reviewed and is familiar with the requirements of TPUC Rules 122-04-13-.07 and .08 and 1220-04-13-.17(2)(e) regarding the need for wastewater utilities to demonstrate acceptable financial security to comply with those rules, Limestone has secured a corporate surety bond, in the form prescribed in TPUC 1220-04-13-.08, in the amount of \$20,000. A copy of that surety bond is attached to the Application as **Exhibit 14** and incorporated by reference.

This Application demonstrates that Limestone possesses the technical, financial, and

managerial resources to provide wastewater services. Therefore, the issuance of a CCN to Limestone serves the public interest.

WHEREFORE, for the reasons previously stated, Limestone requests the Commission issue an order:

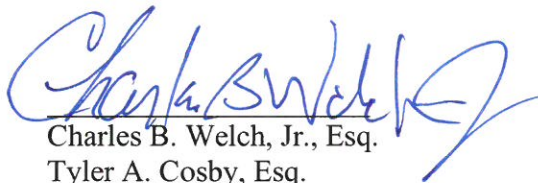
a. Authorizing Cartwright Creek to sell and transfer to CSWR and Limestone all assets used to provide wastewater utility services to customers in the Arrington Retreat, The Grasslands, The Hideaway, and Hardeman Springs subdivisions currently served by Cartwright Creek, all in Williamson County, Tennessee;

b. Authorizing the transfer of Cartwright Creek existing CCN to Limestone or, in the alternative, granting Limestone a new CCN to provide wastewater utility services in areas currently served by Cartwright Creek; and

c. Providing such other relief as the Commission believes is necessary and appropriate under the circumstances on an expedited basis.

Dated: May 6, 2021

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Charles B. Welch, Jr.", with a stylized flourish at the end.

Charles B. Welch, Jr., Esq.
Tyler A. Cosby, Esq.
Farris Bobango PLC
414 Union Street, Suite 1105
Nashville, TN 37219
(615) 726-1200 (telephone)
cwelch@farris-law.com
tcosby@farris-law.com

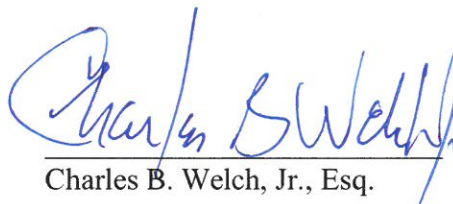
Dean L. Cooper MBE#36592
BRYDON, SWEARENGEN & ENGLAND P.C.
312 E. Capitol Avenue
P. O. Box 456
Jefferson City, MO 65102
(573) 635-7166
dcooper@brydonlaw.com

*Attorneys for Applicant Limestone Water
Utility Operating Company, LLC*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via either U.S. Mail, postage prepaid, or electronically to the following this 6th day of May, 2021.

Vance Broemel
Karen H. Stachowski
Consumer Protection and Advocate Division
Office of the Attorney General
P.O. Box 20207
Nashville, TN 37202



Charles B. Welch, Jr., Esq.

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE: APPLICATION LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, FOR AUTHORITY TO SELL OR TRANSFER TITLE TO THE ASSETS, PROPERTY, AND REAL ESTATE OF A PUBLIC UTILITY AND FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY	DOCKET NO. _____
--	-------------------------

VERIFICATION

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

I, Josiah Cox, being first duly sworn, am authorized to represent and warrant, on behalf of Limestone Water Utility Operating Company, LLC, in the above-referenced docket. To the best of my knowledge, the statements in the Application filed in this Docket are true and correct. Limestone will comply with all applicable laws, regulations, and Commission rules. I declare under the penalty of perjury that the foregoing is true and correct.



Josiah Cox

Sworn and subscribed before me this 6th day of May, 2021.



Notary Public



MERANDA K. KEUBLER
My Commission Expires
November 13, 2022
St. Louis County
Commission #14631487

My Commission Expires: 11/13/2022

APPENDIX A

I. Definitions

The term "Not Applicable" contained herein is used as a response to the Minimum Filing Requirements that pertain to the construction of a new system and not the purchase of an existing system.

II. TPUC Rule 1220-04-13-.17 Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity.

(1) See attached application and direct testimony of Josiah Cox (**Exhibit 9**).

(2)

(a) (1) The legal corporate names and addresses of the Applicants are shown in Section I, paragraph 1 of the Application.

(2) An organization chart showing each officer and other key personnel of applicant Limestone is attached as **Exhibit 15**.

(3) Limestone's sole member is Limestone Water Utility Holding Company, LLC, a Missouri limited liability company. Its sole officer is its president Josiah Cox and whose office address is 1650 Des Peres Rd., Suite 303, St. Louis, MO 63131. The company's telephone number is (314) 380-8544.

(4) An organization chart showing Limestone's affiliated companies is attached to the Application as **Exhibit 5**. One of Limestone's affiliates, CSWR, LLC, will provide technical and financial support and will assume responsibility for overseeing day-to-day operations of Limestone's systems.

(5) Copies of Limestone's Articles of Organization and Operating Agreement are attached to the Application as **Exhibits 2 and 3**, respectively.

(6) A copy of Limestone's license to engage in business in the state of Tennessee, as registered with the Secretary of State, is attached to the Application as **Exhibit 4**.

(7) Limestone proposes to acquire all assets used by Cartwright Creek to provide water and wastewater services to customers in the following Williamson County, Tennessee, subdivisions: Arrington Retreat, The Grasslands, The Hideaway, and Hardeman Springs. The TDEC permit associated with the wastewater systems is as follows: State Operating permit No. SOP-17002 and is attached to the Application as **Exhibit 16** and will be transferred prior to or at closing. Maps depicting the areas served by Cartwright Creek are on file with the Commission, and those maps are incorporated into the Application by reference.

(8) Not applicable.

(9) Not applicable.

(10) Not applicable.

(11) Not applicable.

(12) The Applicants will respond completely to information requests from the Commission staff.

(b) (1) Not applicable.

(2) None of the systems Limestone proposes to acquire or the subdivisions it proposes to serve is located in an area that requires a municipal or county franchise.

(3) Not applicable.

(c) (1) Biographies of officers and/or key water and wastewater utility staff that demonstrate their managerial ability and relevant certifications and professional licenses, are attached to the Application as **Exhibit 12**.

(2) Limestone's affiliates have purchased and currently are operating public

drinking water and/or wastewater serves in Missouri, Arkansas, Kentucky, Louisiana, Texas, and Tennessee that provide safe, and reliable service to approximately 126,000 customers. Limestone-affiliated companies currently have additional acquisition applications pending in Mississippi, North Carolina, Florida, and Texas.

(3) Not applicable.

(4) Not applicable.

(d) (1) Limestone has not filed or applied for a State Operating Permit with the TDEC for the Cartwright Creek Systems. If the Commission grants Limestone the authority to acquire the Systems currently owned and operated by Cartwright Creek, Limestone will obtain from the TDEC all permits and other operating authorizations required by law. Limestone holds State Operating Permit No. TN0000948 for water and SOP-92082 for wastewater, as to its current systems in Tennessee.

(2) A copy of Cartwright Creek' State Operator Certificate for the wastewater system operator of record is attached to the Application as **Exhibit 17**.

(3) Josiah Cox is the person responsible for and knowledgeable about Limestone's proposed operations in Tennessee. Mr. Cox's address and telephone number are provided in the Application and in this Appendix in Section 2(a)(3).

(4) Cartwright Creek and Limestone currently have no complaints or notices of violation or administrative action issued by any federal, state, or local regulatory agency.

(5) Not applicable.

(e) (1) Financial statements for CSWR, LLC for the most recent fiscal year are attached to the Application as **Exhibit 10**. Limestone began operations as of March 18, 2021 and does not yet have financial statements of its own.

(2) Proforma income statements showing the first three (3) years of Limestone's operation of the wastewater systems it proposes to acquire are attached to the Application as **Exhibit 11**.

(3) A proposed chart of accounts, which follows the NARUC Uniform System of Accounts for water and wastewater utilities, is attached to the Application as **Exhibit 18**.

(4) A list of plant-in-service account numbers and names, along with estimated account balances, is attached to the Application as **Exhibit 19**.

(5) For the systems it proposes to acquire, Limestone proposes to use depreciation rates most recently approved by the Commission for Cartwright Creek.

(6) Not applicable.

(7) If the Commission approves the Application, Limestone will be the owner of all assets acquired from Cartwright Creek.

(8) If the Commission approves the Application, Limestone proposes to adopt the tariff, including approved rates, currently in effect and on file with the Commission for Cartwright Creek. That tariff is incorporated by reference.

(9) Limestone is not currently projecting any customer growth during the first five years of operations for the Cartwright Creek Systems.

(10) Not applicable.

(11) Not applicable.

(12) Limestone plans to make the acquisitions proposed in the Application through an infusion of equity capital from CSWR, LLC.

(13) Information demonstrating compliance with the financial security requirements of Rule 1220-04-13-.07 is attached to the Application as **Exhibit 14**.

(f) (1) Not applicable.

(2) The written testimony of Josiah Cox is attached to the Application as **Exhibit 9**. That testimony includes a description of the wastewater systems Limestone proposes to acquire from Cartwright Creek.

(3) The written testimony of Josiah Cox is attached to the Application as **Exhibit 9**. That testimony includes a statement that Limestone is aware of and will abide by all applicable Tennessee statutes and Commission rules.

(4) The written testimony of Josiah Cox is attached to the Application as **Exhibit 9**. That testimony describes and discusses the technical, managerial, and financial capabilities of Limestone and its affiliates and their ability to acquire and operate the wastewater systems at issue in the Application.

(5) Not applicable.

(6) The written testimony of Josiah Cox is attached to the Application as **Exhibit 9**. That testimony includes a signed affidavit that all information submitted in the Application and in Mr. Cox's written testimony is true and correct to the best of the witness' knowledge and belief.

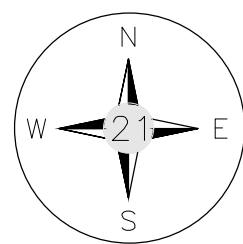
Exhibit 1 - Description and area maps of the Systems

Currently, Cartwright Creek provides wastewater services to customers in the following service areas in Williamson County, Tennessee: Grasslands, Hideaway, Arrington Retreat, and Hardeman Springs.

The maps provide a complete description of the geographic territory served by Cartwright Creek, including the names of surrounding streets and roads. The maps also include the locations of the system components.

The following are maps of the referenced service areas currently served by Cartwright Creek:

ROUGH SERVICE AREA MAP
ARRINGTON - CARTWRIGHT CREEK
(WASTEWATER)
WILLIAMSON, TN



Utility Note Disclaimer:

The utilities shown hereon are depicted based on the customer list provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

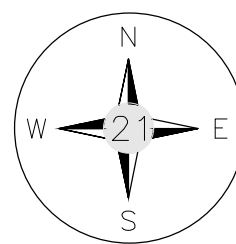
DATE:	03/01/21
PROJECT NO:	0512-18
DRAWN BY:	B.J.K.
SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090

mail@21designgroup.net
P: 636-432-5029

ROUGH SERVICE AREA MAP
GRASSLANDS - CARTWRIGHT CREEK
(WASTEWATER)
WILLIAMSON, TN

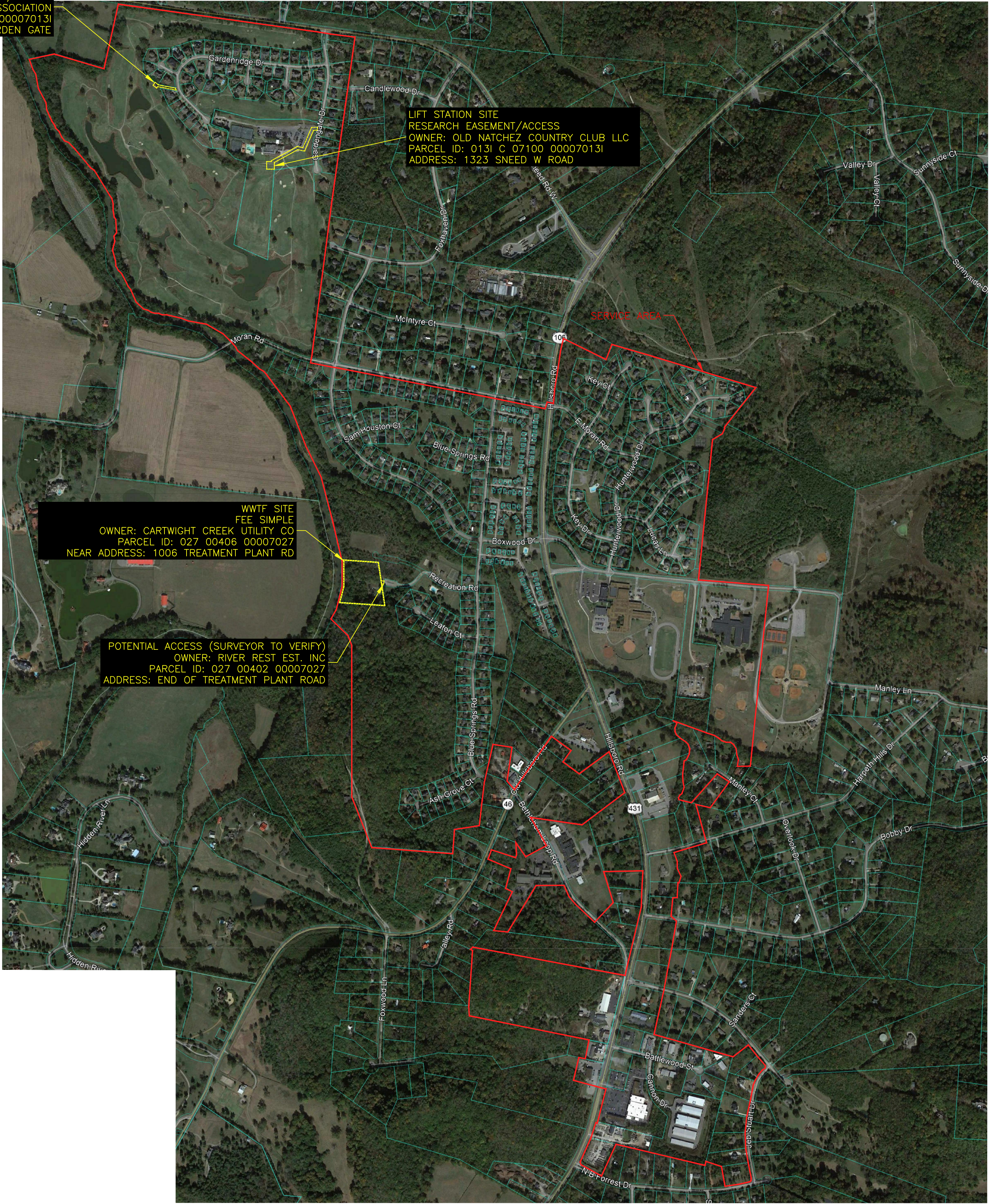


LIFT STATION SITE
RESEARCH EASEMENT/ACCESS
OWNER: GARDENS AT OLD NATCHEZ PROPERTY OWNERS ASSOCIATION
PARCEL ID: 0131 C 07200 000070131
ADDRESS: 115 GARDEN GATE

LIFT STATION SITE
RESEARCH EASEMENT/ACCESS
OWNER: OLD NATCHEZ COUNTRY CLUB LLC
PARCEL ID: 0131 C 07100 000070131
ADDRESS: 1323 SNEED W ROAD

WWTF SITE
FEE SIMPLE
OWNER: CARTWRIGHT CREEK UTILITY CO
PARCEL ID: 027 00406 00007027
NEAR ADDRESS: 1006 TREATMENT PLANT RD

POTENTIAL ACCESS (SURVEYOR TO VERIFY)
OWNER: RIVER REST EST. INC
PARCEL ID: 027 00402 00007027
ADDRESS: END OF TREATMENT PLANT ROAD



Utility Note Disclaimer:

The utilities shown hereon are depicted based on the customer list provided by the system manager. 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

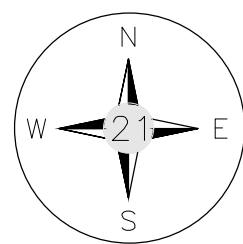
DATE:	03/01/21
PROJECT NO:	0512-18
DRAWN BY:	B.J.K.
SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090

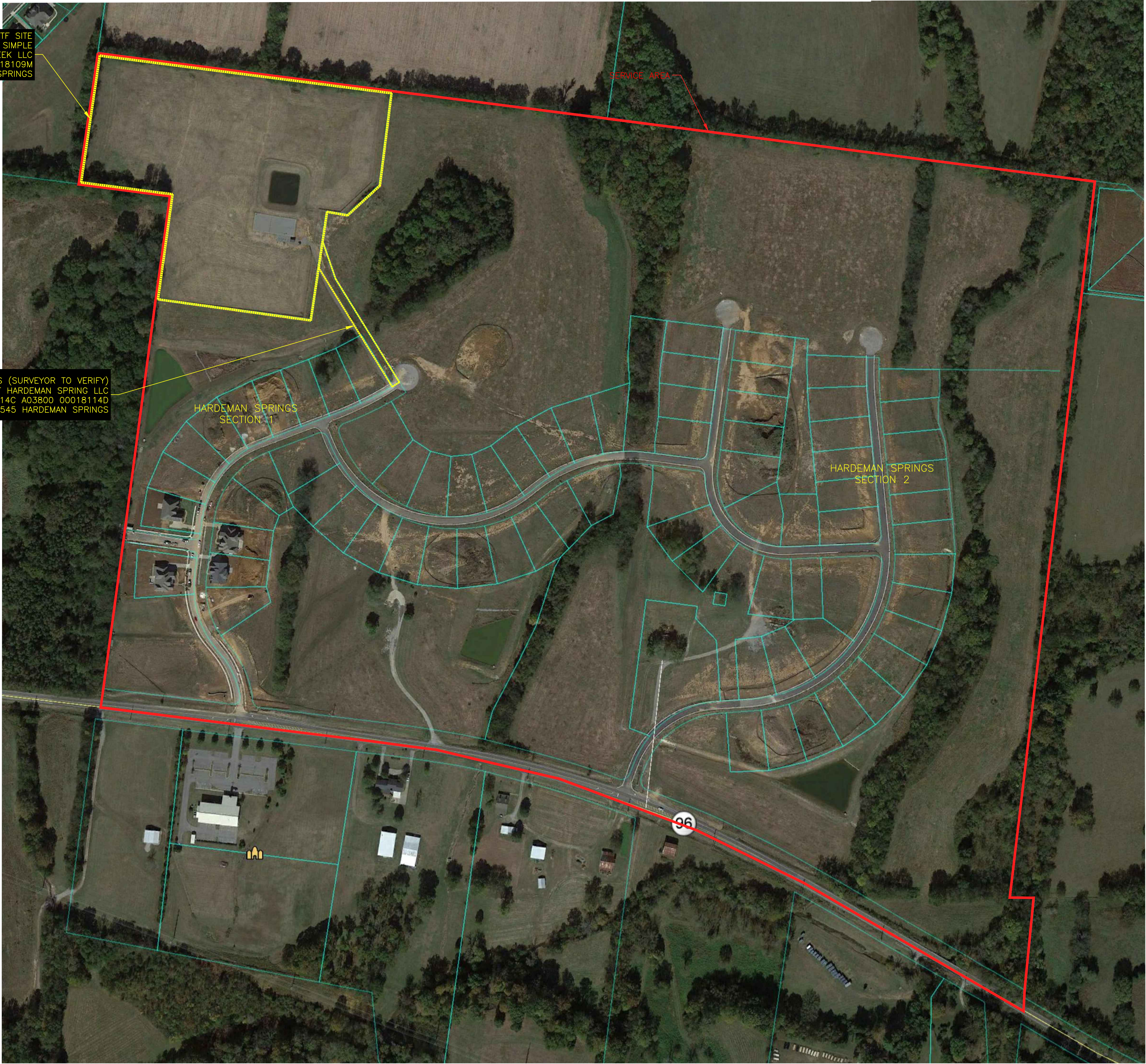
mail@21designgroup.net
P: 636-432-5029

ROUGH SERVICE AREA MAP
HARDEMAN SPRINGS - CARTWRIGHT CREEK
(WASTEWATER)
WILLIAMSON, TN



WWTF SITE
FEE SIMPLE
OWNER: CARTWRIGHT CREEK LLC
PARCEL ID: 114C A03900 00018109M
NEAR ADDRESS: 5549 HARDEMAN SPRINGS

POTENTIAL ACCESS (SURVEYOR TO VERIFY)
OWNER: PROPST HARDEMAN SPRING LLC
PARCEL ID: 114C A03800 00018114D
NEAR ADDRESS: 5545 HARDEMAN SPRINGS



Utility Note Disclaimer:

The utilities shown hereon are depicted based on the customer list provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

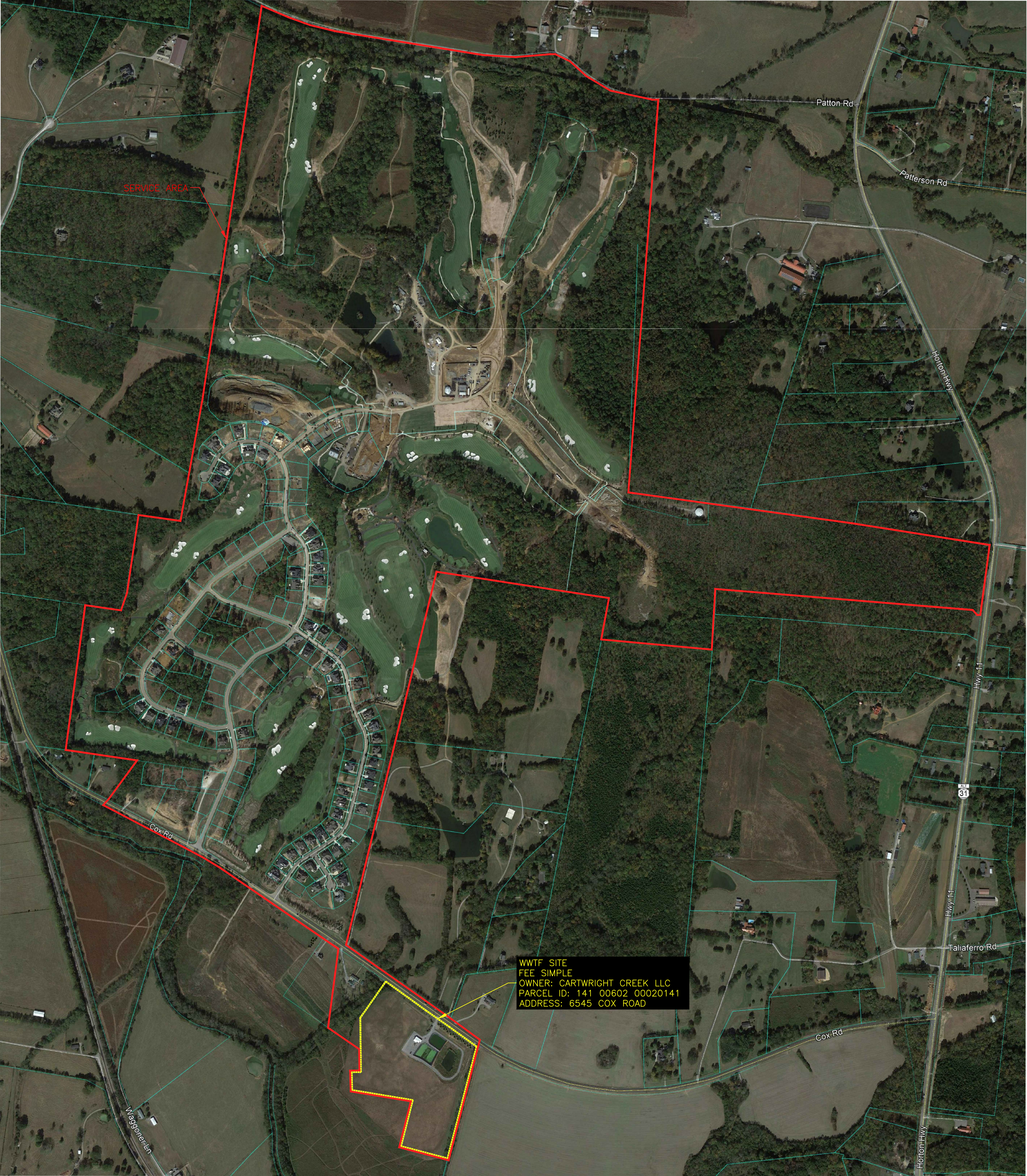
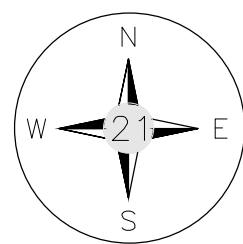
DATE:	03/02/21
PROJECT NO:	0512-18
DRAWN BY:	B.J.K.
SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090

mail@21designgroup.net
P: 636-432-5029

ROUGH SERVICE AREA MAP
HIDEAWAY - CARTWRIGHT CREEK
(WASTEWATER)
WILLIAMSON, TN



Utility Note Disclaimer:

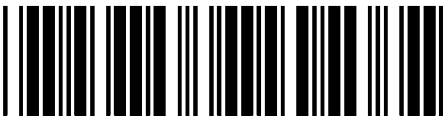
The utilities shown hereon are depicted based on the customer list provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

DATE:	03/01/21
PROJECT NO:	0512-18
DRAWN BY:	B.J.K
SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090

mail@21designgroup.net
P: 636-432-5029



000997814

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

SS-4270

**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) 741-2286Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)*For Office Use Only***-FILED-**

Control # 000997814

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.**1. The name of the Limited Liability Company is:** Limestone Water Utility Operating Company, LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

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:** None**4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:**C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY**5. Fiscal Year Close Month:** December**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 Limited Liability Company will be:☐ Member Managed ☒ Manager Managed ☐ Director Managed**8. Number of Members at the date of filing:** 1**9. Period of Duration:** Perpetual**10. The complete address of the Limited Liability Company's principal executive office is:**300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

SS-4270



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: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-

Control # 000997814

The name of the Limited Liability Company is: Limestone Water Utility Operating Company, LLC

11. The complete mailing address of the entity (if different from the principal office) is:

STE 500
500 NORTHWEST PLAZA DR
SAINT ANN, MO 63074-2220

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

- ☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

- ☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.

Licensed Profession:

14. Series LLC (optional)

- ☐ I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)

- ☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:

- ☐ This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic

Signature

Caroline M. Johnson as authorized representative for Limestone Water

Printed Name

Attorney

Title/Signer's Capacity

Dec 4, 2018 10:37AM

Date

OPERATING AGREEMENT OF LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 1st day of January, 2019 (the "Effective Date"), by Limestone Water Utility Holding Company, LLC, a Tennessee limited liability company as the sole Member of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company (the "Company").

RECITALS

WHEREAS, on December 4, 2018, the Company was organized a limited liability company under the laws of Tennessee pursuant to the Tennessee Revised Limited Liability Company Act, Title 48, Chapter 249 (the "Act") for the purpose of, among other things, of investing in and operating water and waste water utilities;

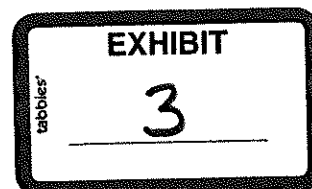
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Member hereby states as follows:

ARTICLE I. ORGANIZATION

1.1. Certain Definitions. As used herein, the following terms have the following meanings:

- (a) "Act" is defined in Section 1.2 hereof.
- (b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.
- (c) "Business Property" means all properties, assets and interests (whether real or personal, tangible or intangible) now or hereafter owned or held by the Company.
- (d) "Capital Account" means the Capital Account maintained by the Company for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time.
- (e) "Capital Contributions" means with respect to the Member, the total amount of money and the fair market value of the other property, if any, to be contributed to the Company by the Member in accordance with Article II hereof. The Member's "Paid-In Capital Contribution" means the amount of the Member's Capital Contribution actually paid in cash or other property actually contributed to or on behalf of the Company. With respect to the Company, such terms shall mean the aggregate



Capital Contributions and aggregate Paid-In Capital Contributions, respectively, of the Member.

(f) "Capital Transaction" means any of the following items or transactions: a sale, transfer or other disposition of all or substantially all of the assets of the Company, condemnation actions, net insurance recoveries (other than for temporary loss of use), the refinancing of the mortgage or other indebtedness of the Company. The payment of Capital Contributions by the Member shall not be included within the meaning of the term "Capital Transaction."

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

(h) "Company" means this limited liability company and any successors hereto.

(i) "Depreciation" means for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year. In the event the book value of an asset differs from its adjusted tax basis at the beginning of such year, then the Depreciation shall be an amount which bears the same ratio to the fair market value (as may be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g)) as the Depreciation determined for federal income tax purposes bears to the beginning adjusted tax basis.

(j) "Dissolution Proceeds" is defined in Section 10.2 hereof.

(k) "Net Profits" or "Net Losses" for the applicable period means the gross income of the Company minus (a) all net cash outlays of any kind, whether capital in nature or not, to the extent the same are not depreciable or amortizable for federal income tax purposes (or, as the context may require, to the extent the same are not depreciated or amortized for federal income tax purposes), including, without limiting the generality of the foregoing, all operating expenses payable by the Company, salaries, life insurance premiums on policies owned by the Company, and interest on any Company indebtedness; and (b) all Depreciation allowable for federal income tax purposes. In the event that such sum is a positive number, it shall be considered "Net Profits" and if the sum is a negative number, it shall be considered "Net Losses."

(l) "Person" is defined in Section 1.9 hereof.

(m) "Treasury Regulation(s)" means the Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended or supplemented from time to time.

1.2. Formation. The Member has formed the Company under and pursuant to the provisions of the Act, for the limited purposes and scope set forth in this Agreement. The Member has filed in the appropriate governmental office(s) Articles of Organization which conform to the requirements of the Act in order to constitute the

Company as a valid limited liability company under the Act. The costs and expenses associated with such filing shall be borne by the Company.

1.3. Name. The business and affairs of the Company shall be conducted solely under the name of "**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC**", and such name shall be used at all times in connection with the business and affairs of the Company; provided that the Member may operate the Company under any other name necessary or convenient to qualify it to do business in any state or jurisdiction.

1.4. Term. The Company shall continue in existence perpetually, or until dissolved by the Member under the terms of this Agreement.

1.5. Business of the Company. The business of the Company is to: (i) invest in and operate water and waste water utilities; (ii) own, finance, hold, manage, manufacture, sell, exchange or otherwise deal with and dispose of all or any part of the Business Property; and (iii) transact any and all lawful business for which a limited liability company may be organized under the Act and exercise all rights and engage in all activities related thereto (the "Business").

1.6. Principal Office. The principal office of the Company shall be at 500 Northwest Plaza Drive, Suite 500, St. Ann, MO 63074, or such other location as may be hereafter determined by the Manager.

1.7. Registered Office and Registered Agent. The name of the Company's registered agent for service of process in Tennessee and the address of the Company's registered office in Tennessee shall be as provided in the Articles of Organization. The Manager may in his sole discretion and from time to time change the address of the registered office and the registered agent by filing the documents required by law.

1.8. Articles of Organization and Other Instruments. The Member has executed or has authorized the execution of the Articles of Organization in accordance with the Act, and shall execute such other documents and instruments and take all such other actions as may be deemed by the Manager to be necessary or appropriate to effectuate and permit the continuation of the Company under the laws of the State of Tennessee or the laws of any other state in any other state which the Member deems necessary or appropriate. The Manager shall, from time to time, take appropriate action, including the preparation and filing of such other amendments to the Articles of Organization and other certificates as may be required under the laws of the State of Tennessee or any other state, to enable the Company to do business in the State of Tennessee or any other state.

1.9. Additional Definitions. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "Person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other associations and entities. The words "include," "includes," and "including" shall be deemed to be followed by the phrase

"without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.

ARTICLE II. CAPITAL CONTRIBUTIONS

2.1. Initial Capital Contributions. The Member shall make the Capital Contribution to the Company as reflected on Exhibit A attached hereto and incorporated herein by reference.

ARTICLE III. DISTRIBUTIONS

3.1. Distributions. Except as otherwise requested by the Member or required by law, cash distributions shall be made to the Member on the following bases at such time (but at least annually) and in such amounts as the Manager in his sole discretion shall determine:

(a) Distributions, other than from a Capital Contribution, shall be made in the following order of priority:

(i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;

(ii) To the Member, in an amount equal to the unpaid balance of principal and accrued interest of any loan by the Member to the Company;

(iii) The balance, if any, shall be distributed to the Member.

(b) The proceeds of any Capital Transaction and the distribution upon liquidation under Section 10.2 shall be made in the following order of priority:

(i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;

(ii) To establish such reserves as the Manager in his discretion determines to be reasonably necessary for any contingent or foreseeable liability or obligation of the Company; provided, however, that the balance of any such reserve remaining at such time as the Manager shall reasonably determine shall be distributed in accordance with subparagraphs (iii) through (v) of this Section 3.1(b);

(iii) To the payment to the Member of an amount equal to the unpaid balance of principal and accrued interest of any Loan by the Member;

(iv) To the Member, an amount equal to its Capital Contributions reduced (but not below zero) by the amount of all prior distributions to it under this Section 3.1;

(v) The balance, if any, shall be distributed to the Member.

3.2. Distributions to Be Made In Cash. Unless otherwise determined by the Member, all distributions to the Member shall be made in cash.

ARTICLE IV. ALLOCATION OF NET PROFITS AND NET LOSSES

4.1. Profits and Losses. Net Profits and Net Losses incurred and/or accrued shall be allocated to the Member.

ARTICLE V. ACCOUNTING; RECORDS

5.1. Accounting Methods. The Company books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. All Federal, state and local tax returns of the Company shall be prepared by the Company's certified public accountants, under the direction of the Manager.

5.2. Fiscal Year. The fiscal year of the Company shall be the twelve calendar month period ending December 31.

5.3. Tax Status. The Member shall elect such tax status that it deems appropriate for each tax year by notifying the Manager of such election.

ARTICLE VI. POWERS, RIGHTS AND DUTIES OF THE MEMBER AND MANAGER

6.1. Restriction of the Member's Rights to Participate in Management. Except as otherwise expressly provided herein, the Member shall have no voice in, take any part in, nor interfere with, the conduct, control, or management of the business of the Company in its capacity as the Member, nor shall the Member have any authority or power to act for, or on behalf of, the Company, or to bind the Company in any respect whatsoever.

6.2. Member Consent. (a) The affirmative vote, approval or consent of the Member shall be required to: (i) alter the primary purposes of the Company as set forth in Section 1.5; (ii) do any act in contravention of this Agreement or cause the Company to engage in any business not authorized by the Articles of Organization or the terms of this Agreement; (iii) do any act which would make it impossible to carry on the usual course of business of the Company; (iv) change or reorganize the Company into any other legal form; (v) amend this Agreement; (vi) issue an Interest in the Company to any Person and admit such Person as a Member; (vii) approve a merger or consolidation with another Person, (viii) change the status of the Company from one in which management is vested in the one or more Managers to one in which management is vested in the Member, or vice versa; (ix) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose; (x) perform any act (other than an act required by this Agreement or any act taken in good faith reliance upon counsel's opinion) which would, at the time such act occurred, subject the Member to liability as a general

partner in any jurisdiction; (xi) operate the Company in such a manner as to have the Company classified as an "investment company" for purposes of the Investment Company Act of 1940; (xii) have an order for relief entered against the Company under applicable federal bankruptcy law; OR (xiii) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding.

(b) The Member shall have the right to replace a Manager of the Company and name its successor at any time by providing written notice to the Manager being replaced of such decision in which the successor Manager is also set forth.

6.3. Manager.

(a) The Manager shall have the power to do all things necessary or convenient to carry out the business affairs of the Company. The initial Manager shall be Central States Water Resources, Inc., a Missouri corporation.

(b) The Manager shall not have any contractual right to such position and shall serve until the earliest of (i) the withdrawal of the Manager, or (ii) the removal of the Manager. The Manager may be removed and replaced in accordance with the provisions of Section 6.2(b).

(c) Except to the extent provided herein, the Member hereby agrees that only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Member shall not take any action to bind the Company without notifying the Manager of such action. If the Member takes any action to bind the Company, it shall indemnify and hold harmless the Manager against any claim, loss, expense or liability (including, without limitation, attorneys' fees and expenses, whether or not litigation is commenced) incurred by the Manager as a result of the unauthorized action of such Member.

(d) The Manager's duty of care in the discharge of the duties of the Manager to the Company and the Member is limited to discharging his duties pursuant to this Agreement in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he reasonably believes to be in the best interests of the Company. In discharging his duties, the Manager shall not be liable to the Company or to the Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or by separate written instrument executed by the Member.

(e) The Manager's compensation shall be established by the Member, and the Manager shall be entitled to reimbursement of any general overhead expenses incurred in the regular course of his duties.

6.4. Indemnification

(a) The Company, except as provided in Section 6.4(b), shall indemnify any Person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, including without limitation any action by or in the right of the Company, by reason of the fact that he/it was or is a Member or Manager of the Company or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise; against expenses, including attorneys' fees, judgments, fines, taxes and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such Person's conduct is not finally adjudged to be knowingly fraudulent, deliberately dishonest or willful misconduct. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Company expenses incurred in defending any actual or threatened civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Such right will be conditioned upon receipt of an undertaking by or on behalf of the Member or manager to repay such amount if it shall ultimately be determined that he/it is not entitled to be indemnified by the Company as authorized in this Article. Such right shall survive any amendment or repeal of this Article with respect to expenses incurred in connection with claims, regardless of when such claims are brought, arising out of acts or omissions occurring prior to such amendment or repeal. The Company may, by action of the Member, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of Member and Manager.

(b) If a claim under Section 6.4(a) is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense, including reasonable attorneys' fees and costs, of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the limited liability company law of Tennessee for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Member or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he/it has met the applicable standard of conduct set forth in the limited liability company law of Tennessee, nor an actual determination by the Company (including its Member or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The indemnification provided by this Section 6.4 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, consent of the Member or otherwise, both as to action in his/its official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Member, Manager, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his/its status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section 6.4.

(e) For the purposes of this Section 6.4, references to the Company includes the resulting or surviving entity in any merger or consolidation so that any Person who is or was a Member, Manager, employee or agent of such a constituent entity or is or was serving at the request of such constituent entity as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 6.4 with respect to the resulting or surviving entity as he/it would if he/it had served the resulting or surviving entity in the same capacity.

(f) For purposes of this Section 6.4, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a Person with respect to any employee benefit plan; and the term "serving at the request of the Company" shall include any service as a member, manager, director, officer, employee, partner, trustee or agent of, or at the request of, the Company which imposes duties on, or involves services by, such member, manager, director, officer, employee, partner, trustee or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(g) In the event any provision of this Section 6.4 shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Section 6.4 and any other provisions of this Section 6.4 shall be construed as if such invalid provision had not been contained in this Section 6.4. In any event, the Company shall indemnify any Person who is or was a Member or Manager of the Company, or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Tennessee law, as from time to time in effect.

6.5. Liability of the Member. The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or

requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or a Manager for liabilities of the Company.

ARTICLE VII. DETERMINATIONS BY THE MEMBER

7.1. Actions by the Member. The Member shall have the right to take any action set forth herein in accordance with the terms of the Agreement. In addition, if the Member determines that it wants to take an action that is not expressly granted to it within this Agreement, it shall take such action only after notifying the Manager in writing of the intended action.

ARTICLE VIII. ACTIONS OF THE MANAGER

8.1. Actions by the Manager. The Manager shall decide any question related to the operations of the Company, unless the question is one upon which, by express provision of the Act, the Articles of Organization or this Agreement, the Member is required to consent, in which case such express provision shall govern and control the decision on such question.

ARTICLE IX. TRANSFER OF MEMBER'S INTEREST

9.1. Transfer of Member's Interest. The Member shall have the right to transfer all or part of its Interest to another Person upon such terms that the Member deems acceptable. Prior to the effective date of the transfer of all or part of the Interest, the Member must notify the Manager of the transfer in writing.

9.2. Effect of Assignment; Documents. All Interests in the Company transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any Person being admitted as an additional Member or a substituted Member, such Person must execute this Agreement and agree to be bound by all of its terms and provisions as a substituted Member or additional Member.

ARTICLE X. DISSOLUTION OF THE COMPANY

10.1. Dissolution Acts.

(a) No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work as an immediate dissolution and termination of the Company:

(i) A determination by Member to dissolve and terminate the Company; and

(ii) The event of the death of the Member.

(b) Without limiting the other provisions hereof, the transfer of all or any part of a Member's Interest, in accordance with the provisions of this Agreement or the admission of a new Member, shall not work the dissolution of the Company.

10.2. Distribution of Proceeds on Dissolution; Reserves. Upon the dissolution and termination of the Company, a the Member or such other Person designated by the Member (the "Winding-Up Member") shall file a Notice of Winding Up pursuant to the Act and shall proceed with the liquidation and termination of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice, and the proceeds therefrom and any other funds and assets of the Company (the "Dissolution Proceeds"), shall be applied and distributed pursuant to the provisions of Section 3.1.b.

ARTICLE XI. GENERAL

11.1. Notices. Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) email or facsimile (provided that such email or facsimile is confirmed as received), and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the last known address, or in the case of email or facsimile, upon receipt.

11.2. Amendments. This Agreement may be amended by a written agreement of amendment executed by the Member.

11.3. Miscellaneous. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit, or extend the scope or intent of this Agreement. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby.

11.4. Remedies. If the Company or any party to this Agreement obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the court shall be included in such judgment. No remedy conferred upon the Company or the Member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver by the Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such

breach shall be deemed to be a waiver of any breach of this Agreement, whether or not such Member or the Company knows of such breach at the time it accepts such payment or performance. If the Member has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of the Member for any reason or no reason. No failure or delay on the part of the Member or the Company to exercise any right it may have shall prevent the exercise thereof by the Member or the Company at any time such other may continue to be so in default, and no such failure or delay shall operate as a waiver of any default.

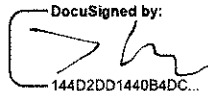
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 1933 and the securities laws of any and all states with jurisdiction over such transfer or disposition, and the rules and regulations promulgated thereunder.

11.6. Binding Effect. This Agreement and any amendment hereto made as provided herein shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Member, its heirs, executors, administrators, and legal or personal representatives.

11.7. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**Limestone Water Utility
Holding Company, LLC**

By: 
144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

Agreed and Accepted by:

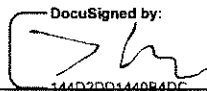

144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

EXHIBIT A
INITIAL CAPITAL CONTRIBUTIONS

<u>Member's Name and Address</u>	<u>Member's Interest</u>	<u>Capital Contribution</u>
Limestone Water Utility Holding Company, LLC	100%	Kept by Company Accountant



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

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC
KRIS WHITTEN
SUITE 303
1650 DES PERES ROAD
DES PERES, MO 63131

May 3, 2021

Request Type: Certificate of Existence/Authorization
Request #: 0415492

Issuance Date: 05/03/2021
Copies Requested: 1

Document Receipt

Receipt #: 006338914

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3806073067

\$20.00

Regarding: Limestone Water Utility Operating Company, LLC

Filing Type: Limited Liability Company - Domestic

Control #: 997814

Formation/Qualification Date: 12/04/2018

Date Formed: 12/04/2018

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: KNOX COUNTY

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

Limestone Water Utility Operating Company, LLC

* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent annual report required with this office;

* has appointed a registered agent and registered office in this State;

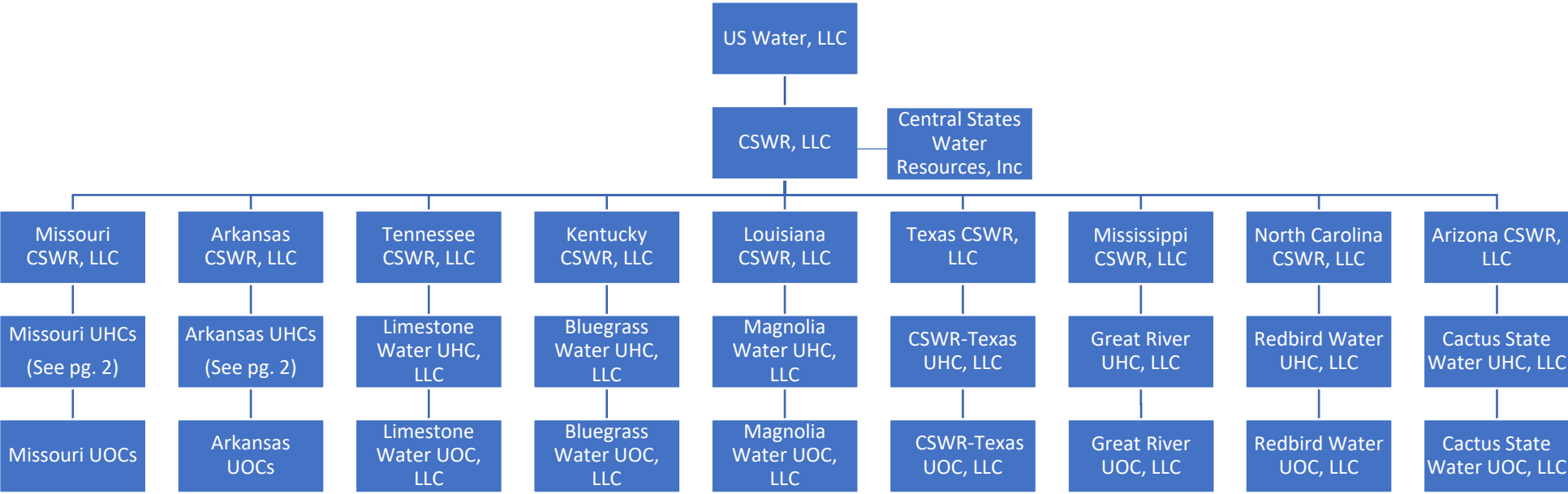
* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

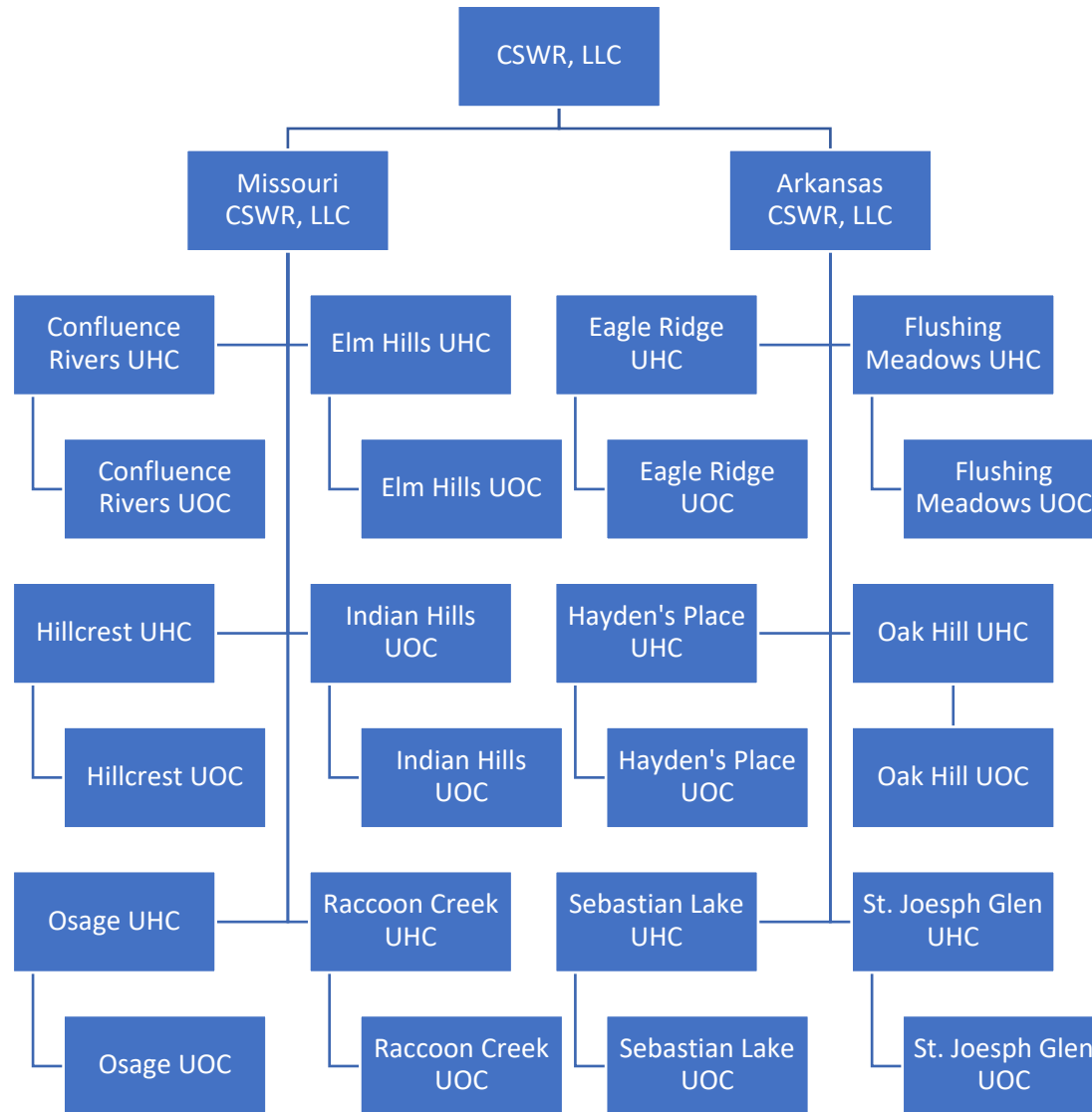
Processed By: Cert Web User

Verification #: 046029631

Central States Water Resources Corporate Entity Organizational Chart



Missouri & Arkansas CSWR Organizational Chart Detail



Operating Companies

MO CSWR

Confluence Rivers

- Connections: 1,441
- Connections: 3,458

Elm Hills

- Connections: 534
- Connections: 283

Hillcrest

- Connections: 499

Osage

- Connections: 764

Raccoon Creek

- Connections: 529

Indian Hills

- Connections: 669

AR CSWR

Eagle Ridge

- Connections: 254

Flushing Meadows

- Connections: 295

Hayden's Place

- Connections: 122

Oak Hill

- Connections: 198

Sebastian Lake

- Connections: 219

St. Joseph Glen

- Connections: 190

- Connections: 261

KY CSWR

Bluegrass

- Connections: 3,408

LA CSWR

Magnolia

- Connections: 35,994

TX CSWR

CSWR-Texas

- Connections: 2,497

TN CSWR

Limestone

- Connections: 755

ASSIGNMENT OF CONTRACT RIGHTS

This Assignment of Contract Rights ("Assignment") is executed as of the ____ day of April, 2021, by CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, on March 15, 2021, Assignor entered into an Agreement for Sale of Utility System ("Purchase Agreement"), with Cartwright Creek, LLC, a Tennessee limited liability company ("Cartwright Creek");

WHEREAS, Section 17 of the Purchase Agreement provides that Assignor may assign its rights to the Purchase Agreement to an entity affiliated with Assignor and controlled by Assignor, but without the need for Cartwright Creek's consent;

WHEREAS, Assignee is an entity affiliated with Assignor that Assignor controls;


NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree:

As of the date of this Assignment, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Purchase Agreement, and any amendments or addendums thereto.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation


By: 
By: Josiah Cox (Apr 21, 2021 15:11 CDT)

Josiah M. Cox, President

ASSIGNEE:

LIMESTONE WATER UTILITY OPERATING
COMPANY, LLC, a Tennessee limited liability
company

By: CENTRAL STATES WATER RESOURCES,
INC., its manager

By: 
By: Josiah Cox (Apr 21, 2021 15:11 CDT)

Josiah M. Cox, President

DIRECT TESTIMONY

OF JOSIAH COX

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

WITNESS INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Josiah Cox. My business address is 1650 Des Peres Road, Suite 303. St. Louis Missouri, 63131.

Q. WHAT IS YOUR POSITION WITH LIMESTONE WATER UTILITY OPERATING COMPANY, LLC (“LIMESTONE” OR “COMPANY”)?

A. I am President of Limestone. I also am President of CSWR, LLC, (“CSWR”) a Limestone affiliate. Later in my testimony I will describe CSWR's relationship to Limestone, and discuss the role CSWR would play in Limestone's future operations if the Commission approves the Joint Application.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE.

A. I received a Bachelor of Science with a major in Environmental Science from the University of Kansas. Professionally I have worked at the Kansas state biological survey, where I performed a wildlife habitat study. I then worked at a civil engineering firm where I was involved in various facets of the land development process including permitting, entitlement, civil design, project management, and construction management. I focused mainly on the water and wastewater side of the civil engineering business and participated in every part of that business from waste-load allocation studies (now known as the anti-degradation processes), design, permitting, project management, and construction management. I also ran the firm's environmental consulting division and was the second private consultant to submit a water quality impact study in the state

of Missouri in 2003. I joined the engineering firm's executive leadership team and helped run all the firm's operations.

Beginning in 2005, I raised money from a group of investors and formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. I served as the Chief Operating Officer, and finally Chief Executive Officer, I obtained extensive experience with rural communities in every facet of the water and wastewater compliance process, including environmental assessment, permitting, design, construction, operation and community administration of the actual water and wastewater (sewerage) systems. The firm performed stream sampling and built waste-load allocation models to determine receiving water-body protective permit-able effluent pollutant loads. We have done full engineering design of multiple whole community wastewater and water infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and taken these designs through federal and state administered permitting processes in Missouri. The engineering firm also administered the construction of these water and wastewater systems from green field site selection all the way through system startup and final engineering sign off.

During this time, I began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which I graduated in 2007. In addition, starting in 2008, I took over the operations of an existing rural sewer district, and I still operate a system managing the functioning, testing, and maintenance of the system. I also act as the administrator for this municipal system performing all the billing, emergency response, accounts payable/accounts receivable, collections, budgeting, customer service, and public town meetings required to service the community.

In late 2010, after working on several small, failing water and wastewater systems, I created a business plan to acquire and recapitalize failing systems as investor-owned regulated water and wastewater utility companies. In early 2011, I went to the capital markets to raise money to implement my plan. Over a period of approximately three years, I met with over fifty-two infrastructure investment groups trying to raise necessary financing. In February 2014, I achieved my goal, and I used the debt and equity capital I was able to raise to start CSWR. In 2018, I was able to attract an additional large institutional private equity investor, which allowed me to expand the scope of my business plan. This new investor is allowing CSWR to form companies for the purpose of acquiring water and wastewater systems in additional states. Since its formation, CSWR has acquired, and currently is operating through various affiliates, 292 water or wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, and Arkansas. In Missouri, those systems are regulated by the Missouri Public Service Commission; in Kentucky they are regulated by the Kentucky Public Service Commission; in Louisiana they are regulated by the Louisiana Public Service Commission; in Texas they are regulated by the Public Utility Commission of Texas; and in Arkansas, the systems are outside the Arkansas Public Service Commission's jurisdiction due to the fact each system falls below annual revenue thresholds that trigger regulation in that state.

Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS CASE?

A. The purpose of my testimony is to support the application filed in this case ("Joint Application") which seeks Commission authority for Limestone to acquire all assets currently used by Cartwright Creek, LLC, ("Cartwright Creek") to provide wastewater utility service to customers in Williamson County, Tennessee. My testimony describes the proposed transaction and explains why both Limestone and Cartwright Creek believe authorizing consummation of the transaction is

in the public interest. I also describe Limestone's relationship to CSWR, the role CSWR would play in Limestone's operation of the wastewater systems at issue in this case, and the benefits Limestone's relationship with CSWR would bring to customers served by those systems. Finally, to the extent applicable, I provide the Commission information required by TPUC Rule 122 0-04-13- .17(2) and other rules applicable to the Joint Application. In this testimony, I also adopt the Joint Application and verify that all information included there is true and correct to the best of my information and belief.

**BACKGROUND INFORMATION REGARDING
LIMESTONE AND ITS AFFILIATES**

Q. PLEASE PROVIDE SOME BACKGROUND INFORMATION ABOUT LIMESTONE AND CSWR.

A. Limestone is a limited liability company formed to acquire water and wastewater assets in Tennessee and to operate those assets as a regulated public utility. In its Docket No. 19-00062, the Commission authorized Limestone to acquire and operate water and wastewater systems previously owned by Aqua Utilities Company. Currently, Limestone serves approximately 400 water customers and 350 wastewater customers. If the Commission grant's the requests the Joint Applicants have made in this case, Limestone would acquire, own, and operate the wastewater systems currently owned by Cartwright Creek.

Limestone is an affiliate of CSWR, a Missouri limited liability company formed to provide managerial, technical, and financial support to its utility operating affiliates. A corporate organization chart illustrating that relationship was filed as **Exhibit 5** to the Joint Application.

To date, CSWR-affiliated utility operating companies have acquired and are operating water or wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, and Arkansas.

And our affiliated group has applications pending in Mississippi, North Carolina, Florida, Louisiana, Missouri, and Texas to acquire even more such systems.

Q. WHAT IS CSWR'S BUSINESS PLAN WITH REGARD TO THE ACQUISITION AND OPERATION OF SMALL AND DISTRESSED WATER AND WASTEWATER SYSTEMS?

A. CSWR's business plan is to pursue the purchase and recapitalization of small water and wastewater systems and to operate those systems as investor-owned regulated utilities. Many of those systems are not currently regulated. Of those that are regulated, many, if not most, are out of compliance with utility commission rules and with federal or state pollution and safety laws and regulations. Indeed, many systems we acquire do not even have federal or state permits required to lawfully operate those systems. We also have found that many regulated systems we acquire have not increased their rates for a decade or more and, as a result, lack the financial resources necessary to build, maintain, and replace assets used to provide service or bring their operations into compliance with rapidly changing environmental and water quality regulations. Some systems we acquire are in receivership and, therefore, lack the ability to raise capital necessary to improve their systems. However, because it has found investors willing to make investments and take risks necessary to bring small water and wastewater systems into compliance with current statutes, rules, and regulations, CSWR, through its affiliates, has been able to acquire distressed systems, invest capital necessary to upgrade or repair physical facilities, and operate those systems in a way that satisfies customers, regulators, and investors alike.

CSWR's business plan and the expertise its personnel provide to affiliates have convinced regulators in Missouri, Kentucky, Louisiana, and Texas to acquire and operate numerous small water and wastewater systems in those states, and we expect to be authorized to acquire additional

systems in those and other states in the future. If the Commission authorizes Limestone to acquire Cartwright Creek's assets, they would be added to the portfolio of systems the Company currently operates in Tennessee. We hope the Commission will give us the same opportunity in this case it gave us in the previous Aqua Utilities acquisition case so we can continue in Tennessee the record of success our affiliated group has achieved elsewhere.

Q. PLEASE DESCRIBE YOUR AFFILIATES' EXPERIENCE WITH WATER AND WASTEWATER SYSTEMS.

A. Limestone and its affiliates have the financial, technical, and managerial ability to acquire, own, and operate Cartwright Creek's wastewater systems in a manner that fully complies with applicable health, safety, and environmental protection laws and regulations and provides reliable, safe, and adequate service to customers. Limestone is part of an affiliated group that currently owns and operates wastewater systems serving approximately 78,000 customers and drinking water systems serving approximately 49,000 customers in Missouri, Arkansas, Kentucky, Louisiana, Texas, and Tennessee.

On the wastewater side of the business, our affiliate group has purchased wastewater treatment plants with associated sewer pumping stations, gravity force mains, and gravity conveyance lines. With the approval of state wastewater regulatory authorities, since March 2015, CSWR-affiliated companies have designed, permitted, and completed construction, of numerous sanitary sewer system improvements. These improvements include wastewater line repairs to remove infiltration and inflow, building sewer main extensions, the repair of multiple lift stations, the construction of lift stations, the closure of an existing regulatory impaired wastewater system, building two fully activated sludge plants, constructing moving bed bio-reactor plants ("MBBR"), converting multiple failing wastewater systems into sludge storage/flow equalization and

treatment basins, converting failed mechanical systems to I-Fast systems, and constructing various other wastewater supporting improvements.

On the water side of the business, since March 2015, affiliates have designed, permitted, and completed construction – with the approval of state regulatory authorities – upgrades and improvements to numerous drinking water systems. Those upgrades and improvements include construction of ground water storage tanks and drinking water pressurization pump assemblies, drilling water wells, erecting or rehabilitating well houses, closing failed wells, blasting/coating water storage tanks, replacing meter pits with new meters, replacing or repairing numerous water distribution lines, installing numerous isolation valve systems, installing multiple flush hydrants, repairing hundreds of leaking lines, and constructing or rehabilitating various other improvements to existing drinking water systems.

Q. DOES CSWR HAVE PERSONNEL QUALIFIED TO PERFORM THE SERVICES YOU IDENTIFIED IN YOUR PRECEDING ANSWER?

A. Yes, it does, as evidenced by the fact CSWR already is providing those and other similar services for water and wastewater systems in Missouri, Arkansas, Kentucky, Louisiana, Texas, and Tennessee. I already described my background and experience in the water and wastewater utility industry and the resumes of the other key members of CSWR's senior team who would be involved in Limestone's operations shows we are well-qualified to meet the demands of Limestone and its customers and of this Commission and other regulators charged with overseeing Limestone's operations. CSWR provides Limestone the same level of experience and expertise CSWR currently provides affiliated systems outside Tennessee. The types and quality of services CSWR provides Limestone are not usually available to small systems like those at issue in this case. However, CSWR's business model was developed to provide that expertise and experience

to affiliates and to do so while achieving economies of scale attributable to CSWR's centralized management structure. Not only would CSWR and Limestone provide current Cartwright Creek customers expertise not generally available to small water and wastewater systems, it can realize economies of scale that would not be possible if Limestone had to acquire or provide such expertise and support on a company- or system-specific basis.

Q. HAS YOUR GROUP OF AFFILIATED COMPANIES TAKEN STEPS TO IMPROVE SERVICES AT THE SYSTEMS IT NOW OPERATES?

A. Yes. In addition to the capital improvements made on systems our affiliate group has acquired, we have built from scratch customer service systems that meet or exceed regulatory commission rules and provide numerous benefits to the customers.

If the Joint Application is approved, Limestone would implement operational changes to improve and enhance service to Cartwright Creek's current customers. For example, those customers would have access to a 24-hour phone line to report any utility service issues. Those calls would then be transferred into the computerized maintenance management system and converted into work orders, which creates a historical record of all reported service issues. The work order also will ensure contracted customer service personnel can commence work required to deal quickly and efficiently with any customer service issues. Second, Limestone would ensure customers have access to customer service representatives during normal business hours to talk about any customer concerns, and would establish a utility-specific webpage and dedicated email address to keep customers informed about their utility service. Information available on the website would include dissemination of state-mandated information, up-to-date website bulletins about service issues, and procedures for service initiation or discontinuance. Mirroring relevant utility homepage information, Limestone would provide a dedicated social media page to offer

another avenue of communication with customers about utility matters. The social media account is manned by customer service representatives that can answer customer questions. Finally, Limestone offers online bill paying options to customers, including e-checks, debit card, and credit cards.

Q. WHAT EVIDENCE CAN YOU PROVIDE TO SUPPORT YOUR CLAIMS ABOUT THE ABILITY OF LIMESTONE'S AFFILIATES TO PROVIDE THESE SERVICES OUTSIDE TENNESSEE?

A. The Missouri Public Service Commission and the Missouri Department of Natural Resources have recognized the solid track record CSWR and its affiliates have established for acquiring, rehabilitating, maintaining, and operating troubled water and wastewater systems in that state. And in a recent order authorizing the group's Kentucky affiliate to acquire several troubled wastewater systems, the Kentucky Public Service Commission expressly found the group has the financial, technical, and managerial ability necessary to provide reasonable service to the public.

Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO ACQUIRE, OWN, AND OPERATE THE SYSTEMS YOU PROPOSE TO PURCHASE FROM CARTWRIGHT CREEK?

A. Yes, Limestone and CSWR have the financial capacity to finance, own, and operate the four systems we propose to acquire from Cartwright Creek. The affiliated group of which Limestone is a member has been able to secure an ongoing commitment from Sciens Capital Management, a Wall Street private equity firm, to provide capital necessary to purchase small, oftentimes distressed, water and wastewater systems and then make investments necessary to bring those systems into compliance with applicable health, safety, and environmental protection laws and regulations. This investment commitment also includes working capital necessary to operate

until an application for compensatory rates can be prepared and prosecuted. To date, CSWR, through its affiliates, has invested almost \$100 million to purchase, upgrade, and operate water and wastewater systems. Although those investments have been almost exclusively in the form of equity, Limestone plans to pursue debt financing from non-affiliated commercial sources that would allow the company to balance its capital structure. Ultimately, Limestone's objective is a capital structure consisting of 50% equity and 50% debt.

Q. IF THE AUTHORIZATIONS REQUESTED IN THE JOINT APPLICATION ARE GRANTED, WOULD LIMESTONE HIRE CURRENT EMPLOYEES TO PROVIDE SERVICE IN THE AREAS SERVED BY CARTWRIGHT CREEK?

A. No, Limestone does not plan to hire Cartwright Creek's current employees to perform any services after closing.

Q. AFTER CLOSING, HOW DOES LIMESTONE PROPOSE TO PROVIDE SERVICE TO CUSTOMERS OF THOSE SYSTEMS?

A. If the Joint Application is approved, Limestone intends to hire a local, non-affiliated third-party Operations and Maintenance (O&M) firm that has knowledgeable and experienced personnel, carries required state licenses, and has insurance coverage necessary to manage daily wastewater operations at the systems at issue in this case. This is what Limestone has done at the former Aqua Utilities systems. It also is the approach that Limestone's affiliated utility operating companies have successfully employed at the water and wastewater systems they operate outside Tennessee.

In addition to its service obligations during normal business hours, the O&M firm would be required to have a 24-hour emergency service line to deal with customers experiencing service disruptions. However, notice of all service disruption calls would be forwarded to me, as CSWR's

manager and the executive ultimately responsible for service in the areas served by each of CSWR's utility affiliates. CSWR has developed a centralized computerized maintenance management system (CCMS) that monitors the performance of our drinking water and wastewater systems and allows us to track the ongoing maintenance and testing work performed by the O&M contractors we employ at each of our facilities. In addition, CSWR uses geographic information system ("GIS") survey information to accurately map all infrastructure assets, which allows the Company to specifically target ongoing infrastructure re-investment as part of the overall managerial and technical support CSWR provides each of its utility operating affiliates.

Limestone also would use a non-affiliated third-party billing and customer service firm to send out bills and handle service-related billing questions. The billing firm, which is used by all CSWR's utility affiliates, has in place an online billing system to receive credit card and e-checks from customers. The billing firm also would establish a Limestone-specific customer service email account to field ongoing customer interactions. Customer service representatives employed by the billing firm would be available during normal business hours, would take messages twenty-four hours a day, and all customer correspondence would be recorded and logged to consumers' accounts to ensure the highest level of service.

While day-to-day operational, billing, and customer service functions would be provided by non-employee contractors, all management, financial reporting, underground utility safety and location services, Commission regulatory reporting, environmental regulatory reporting and management, operations oversight, utility asset planning, engineering planning, ongoing utility maintenance, utility record keeping, and final customer dispute management would be performed by personnel at CSWR's corporate office, with a proportional share of costs for those services passed down to Limestone. CSWR personnel also would monitor the activities of the non-

employee contractors to make sure the systems are being operated and maintained properly and customers' needs are being met. The resumes of CSWR personnel who, in addition to me, would be responsible for providing services or oversight to Limestone's operation, are attached to the Joint Application as **Exhibit 12**.

DESCRIPTION OF THE PROPOSED TRANSACTION

Q. PLEASE DESCRIBE THE WATER AND WASTEWATER SYSTEMS LIMESTONE PROPOSES TO ACQUIRE FROM CARTWRIGHT CREEK.

A. Limestone proposes to acquire the following four wastewater systems from Cartwright Creek, all of which are located in Williamson County: The Grasslands, the Hideaway, Arrington Place, and Hardeman Springs. Maps and aerial photographs showing the locations of each of these systems were filed as **Exhibit 1** to the Joint Application. The four systems serve residential communities in close proximity to one another, and in total currently serve approximately 1,200 customers.

Terms of the proposed asset sale are governed by the March 15, 2021, *Agreement for the Sale of Utility System* ("Agreement"), between Cartwright Creek and CSWR. A copy of the Agreement was filed as **Exhibit 7** to the Joint Application.

No closing date for the transaction has been set, but the Agreement identifies various conditions precedent, including obtaining all required regulatory approvals, that must be satisfied before the transaction can close. Section 17 of the Agreement also authorizes CSWR to assign all its rights to the acquired assets to an affiliated entity. In accordance with that section, at closing CSWR will transfer to Limestone all sewer system assets acquired from Cartwright Creek. A copy of the document assigning CSWR's interests in Cartwright Creek's assets to Limestone was filed as **Exhibit 8** to the Joint Application.

Q. IF THE COMMISSION APPROVES THE JOINT APPLICATION, IS LIMESTONE WILLING AND ABLE TO MAKE ANY IMPROVEMENTS NECESSARY TO BRING CARTWRIGHT CREEK'S WASTEWATER SYSTEMS UP TO STANDARD AND INTO COMPLIANCE WITH APPLICABLE REGULATIONS?

A. Yes. If the Commission grants Limestone the authority it seeks in the Joint Application, Limestone and CSWR are willing and able to invest capital necessary to bring the Cartwright Creek systems up to standard and into compliance with applicable law. As I described previously, the affiliate group of which Limestone and CSWR are part has access to capital adequate to make necessary upgrades and improvements to the Cartwright Creek systems and to continue to operate those systems in a manner that is in the public interest and complies with applicable statutes, rules, and regulations.

Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR THE CARTWRIGHT CREEK SYSTEMS AT ISSUE IN THIS CASE?

A. Initially, Limestone proposes to adopt the tariffs, rules, and rates currently in effect for the Cartwright Creek systems. However, if the revenue requirement for those systems increases in the future - as likely would be the case given the additional capital investment needed for system upgrades and improvements - Limestone may petition the Commission to increase rates or change certain operating regulations. Limestone may also seek authority to consolidate rates of the systems it proposes to acquire in this case with those of other wastewater systems it operates in Tennessee.

Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES AND REGULATIONS GOVERNING WASTEWATER UTILITIES AND DO THOSE

**COMPANIES PLEDGE TO OPERATE THE FOUR SYSTEMS AT ISSUE IN THIS CASE
IN A MANNER THAT COMPLIES WITH THOSE RULES AND REGULATIONS?**

A Yes, CSWR and Limestone are familiar with the Commission's rules and regulations and pledge to operate the four systems in a manner that complies with all Commission requirements and all applicable state statutes and regulations.

**Q. HOW DOES LIMESTONE PROPOSE TO SATISFY THE FINANCIAL SECURITY
REQUIREMENTS IMPOSED BY TPUC RULES 122-04-13-.07 AND 1220-04-13-.08?**

A. To demonstrate financial security as required by the Commission's rules, Limestone has secured a corporate surety bond in the amount of \$20,000 in a form that complies with TPUC Rule 1220-04-13-.08. A copy of that surety bond is attached to the Joint Application as **Exhibit 14**.

**Q. DO YOU BELIEVE THE PROPOSED TRANSACTIONS ARE IN THE PUBLIC
INTEREST?**

A Yes. I believe Limestone's proposed acquisition of the four wastewater systems currently owned and operated by Cartwright Creek would be consistent with and would promote the public interest. Limestone and CSWR are fully qualified, in all respects, to own and operate those systems and to otherwise provide safe and adequate service.


Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, it does.

Affidavit

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

I, Josiah M. Cox, state that I am President of Limestone Utility Operating Company, LLC,
and that the answers to the questions posted in the attached Direct Testimony are true and correct
to the best of my knowledge, information, and belief.



Josiah M. Cox

Subscribed and sworn to before me this 6th day of May 2021.



MERANDA K. KEBLER
My Commission Expires
November 13, 2022
St. Louis County
Commission #14631487



Notary Public

My Commission Expires on: 11/13/2022

Josiah Cox – President

Mr. Cox is President of Limestone Water Utility Operating Company, LLC, and also of CSWR, LLC, (“CSWR”). Both companies are part of an affiliated group that provide water or wastewater utility services to more than 40,000 customers in six states.

Mr. Cox received a Bachelor of Science with a major in Environmental Science from the University of Kansas. Professionally he has worked at the Kansas state biological survey, where he performed a wildlife habitat study. He then worked at a civil engineering firm where he was involved in various facets of the land development process including permitting, entitlement, civil design, project management, and construction management. He focused mainly on the water and wastewater side of the civil engineering business and participated in every part of that business from waste-load allocation studies (now known as the anti- degradation processes), design, permitting, project management, and construction management. He also ran the firm's environmental consulting division and was the second private consultant to submit a water quality impact study in the state of Missouri in 2003. He joined the engineering firm's executive leadership team and helped run all the firm's operations.

Beginning in 2005, he formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. He obtained extensive experience with rural communities in every facet of the water and wastewater compliance process, including environmental assessment, permitting, design, construction, operation and community administration of the actual water and wastewater (sewerage) systems. The firm performed stream sampling and built waste-load allocation models to determine receiving water-body protective permit- able effluent pollutant loads. They did full engineering design of multiple whole community wastewater and water infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and taken these designs through federal and state administered permitting processes in Missouri. The engineering firm also administered the construction of these water and wastewater systems from green field site selection all the way through system startup and final engineering sign-off. During this time, he also began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which he graduated in 2007.

In addition, starting in 2008, he took over the operations of an existing rural sewer district, and he still operates a system managing the functioning, testing, and maintenance of the system. He also acts as the administrator for this municipal system performing all the billing, emergency response, accounts payable/accounts receivable, collections, budgeting, customer service, and public town meetings required to service the community.

In late 2010, after working on several small, failing water and wastewater systems, Mr. Cox created a business plan to acquire and recapitalize failing systems as investor-owned regulated water and wastewater utility companies. In early 2011, he went to the capital markets to raise money to implement my plan, and over a period of approximately three years met with over fifty-two infrastructure investment groups trying to raise necessary financing. In February 2014, he was able to raise sufficient debt and equity capital to start CSWR. In 2018, he attracted an additional large institutional private equity investor, which allowed CSWR to expand the scope of its business plan. Since its formation, CSWR has acquired, and currently is operating more than 257 water and/or wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, and Arkansas.

Marty Moore – Chief Financial Officer

Marty Moore is the Chief Financial Officer of CSWR, LLC, and has held this position since April 2020. As CFO, Mr. Moore provides leadership, direction, and management to the finance and accounting teams, manages the process for financial forecasting, budgeting, and reporting and oversees the human resources and risk management functions.

After receiving a Bachelor of Business Administration in Accounting from Abilene Christian University, he gained a wide range of experience. Moore's extensive senior-level finance and operational experience includes serving as CFO of international automation equipment manufacturer Baldwin Technology Co., a company he helped Barry-Wehmiller/Forsyth Capital take private in 2012. Prior to that, Mr. Moore held senior leadership positions with Summit Marketing, Consolidated Terminals, Barnhill's Buffet Inc., and Global Materials Services. He began his career at Arthur Andersen. Moore most recently led finance and corporate services as CFO of Gardner Capital, a national affordable housing and renewable energy developer, investor, and tax credit syndicator. He has an extensive background in mergers and acquisitions and will work alongside Mr. Cox in accelerating the company's already rapid growth trajectory.

Todd Thomas – Vice President

Todd Thomas holds the office of Senior Vice President of CSWR, LLC. Mr. Thomas received his Bachelor of Science in Civil Engineering from The Missouri University of Science and Technology, and a Master of Business Administration from Washington University in St. Louis.

Before joining CSWR, Mr. Thomas was President of Brotcke Well and Pump, Vice President of Operations and Business Development of the Midwest for American Water Contract Operations, and General Manager of Midwest Operations for Environmental Management Corporation. Mr. Thomas currently serves on the Technical Advisory Team for the Public Water Supply District 2 of St. Charles County, MO.

Mr. Thomas's previous employment provided him extensive experienced in water and sewer utilities. He has extensive firsthand experience with how much damage can be done by lack of maintenance on a well system and how much money and effort is required to restore a well system after neglect.

In his position as Senior Vice President at CSWR, Mr. Thomas's main responsibilities include utility operations along with the acquisition, development, and rate stabilization of CSWR-affiliated utilities. Those duties include operations, maintenance, capital planning, and regulatory compliance for all affiliate-owned facilities. He is responsible for the management of all operations and maintenance service providers, customer service and billing service providers, and engineering firms.

Mike Duncan –Vice President

Mike Duncan is the Vice President of CSWR, LLC, and was promoted to that position in October 2020. As Vice President, he has played an integral role in preparing, filing, and processing acquisition applications in Missouri, Kentucky, Tennessee, Louisiana, Texas, North Carolina, and Mississippi. He also has taken a leading role in preparing and filing rate cases in Missouri, Kentucky, and Louisiana.

After receiving a Bachelor of Arts degree from Washington University in St. Louis, the first eleven years of his career were spent as an administrator and later director at a non-profit

organization in St. Louis Missouri. As Director he oversaw accounting, finance, human resources, IT, and communications for the organization. During his employment he received a master's in business administration from Olin School of Business at Washington University. Prior to his employment with CSWR, he spent two years as Director of Operation with Auto Tire & Parts Napa, a partner-owned chain of auto parts stores, overseeing projects related to distribution, logistics, IT, and general management.

Stacy Culleton – Director of Customer Experience

Stacy Culleton is the Director of Customer Experience of CSWR, LLC. She has held this position since March 2020, and previously held the position of Project Manager. As Director of Customer Experience, Stacy leads the development, implementation and evaluation of strategic, tactical, and operational customer engagement plans, programs, and initiatives. She also advises the executive team regarding customer satisfaction measures, customer experience strategies, and drives the ongoing development of a customer service culture.

After receiving her Bachelor of Business Administration degree in Management from Lindenwood University, Stacy held positions as Director of Client Services at Unit 4 Education Solutions, Senior Business System Analyst and Sales Planning and Reporting Manager at Allianz Global Corporate and Specialty, Senior Product Manager at Unit 4, and Senior Consultant at Daugherty Business Solutions. Her experience and extensive background in managing teams helps ensure an exceptional customer experience and provides the technical and managerial expertise needed to run this critical customer service function.

Jake Freeman – Director of Engineering

Jake Freeman is the Director of Engineering of CSWR, LLC, and has held this position since January 2019. As Director of Engineering, he oversees all engineering, surveying, and facility construction upgrades for all newly acquired CSWR water and sewer utilities including those in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi, Tennessee, and North Carolina. He also oversees ongoing capital upgrade projects on all CSWR affiliated and operated facilities.

After receiving a Bachelor of Science degree in Mechanical Engineering from the University of Missouri – Columbia, he spent the first two years of his career working for Corrigan Mechanical, a design-build mechanical contractor in St. Louis designing, estimating, and managing plumbing, HVAC and process piping construction projects in Missouri and southern Illinois. He then spent eleven years performing similar tasks for Brotcke Well & Pump, a well and pump service contractor servicing water wells and water treatment equipment throughout Missouri, Illinois, Kentucky, and Kansas. Prior to his employment with CSWR, he was serving as Vice President of Brotcke Well & Pump and Principal for their engineering services and managing their newly opened office in Kansas City.

Jami Favor - Environmental, Health and Safety Director

Jami Favor holds the office of Environmental, Health and Safety Director of CSWR, LLC. Mr. Favor holds several top water and wastewater certifications throughout the country. Mr. Favor also has received his Associate of Science in Ecological Controls and Associate of Applied Arts.

Before joining CSWR, Mr. Favor worked for Woodard and Curran's as an Area Manager of Contract Operations and Maintenance for Public Water Supply District 2 of St. Charles County, Missouri, and General Manager of a similar system in Quincy, Washington. Mr. Favor's responsibilities included budget and financial accountability, creating, and implementing capital

improvement plans, daily operations of wastewater and water treatment facilities, including both industrial wastewater and reuse facilities that provided highly efficient softening and reverse osmosis treatment to industrial customers, implementation and oversight of Industrial Pretreatment Programs, collection, and water distribution maintenance.

Mr. Favor's previous employment provided him extensive experience in water and sewer utilities. He has extensive firsthand experience in managing water and wastewater treatment facilities safely and in a financially and operationally sound manner.

In his position as Environmental, Health and Safety Director at CSWR, Mr. Favor's main responsibilities include budgeting/financial accountability of operations, identifying capital improvements projects, overseeing regulatory compliance, implementing Computer Maintenance Management System and Regulatory Data bases for all CSWR-affiliated facilities, development of safety programs, and overseeing third party Operations and Maintenance contractors of CSWR facilities.

Customer Notification Letter Draft

May xx, 2021

Dear Current Customer of Cartwright Creek,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and Cartwright Creek, LLC (Cartwright Creek) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for Cartwright Creek to sell to Limestone Water its sewer system assets. Cartwright Creek is currently serving approximately 858 connections in Williamson County.

If the proposal is approved by the TPUC, Limestone Water be subject to the jurisdiction of the TPUC in the following service areas:

- Grasslands
- Hideaway
- Arrington Retreat
- Hardeman Springs

Limestone Water proposes to adopt the existing rate structure for all customers.

After completing the proposed acquisition of these service areas, Limestone Water plans to construct numerous improvements to the systems to address degradation due to age and environmental compliance issues.

Those wishing to comment should contact the TN Public Utility Commission at:

502 Deaderick Street
4th Floor
Nashville, TN 37243
(800) 342-8359
675-747-2904
contact.tpuc@tn.gov

Refer to TPUC Docket Number _____ in all correspondence.

If you have questions, please contact Limestone Water at 314-736-4672 or the above public office of the Tennessee Public Utility Commission.

Sincerely,

Josiah Cox

Limestone Utility Operating Company, LLC

TENNESSEE PUBLIC UTILITY COMMISSION
PUBLIC UTILITY SERVICE PROVIDER'S SURETY BOND
___Limestone Utility Operating Company, LLC___

Bond #: RCB0005215

WHEREAS, Limestone Utility Operating Company, LLC ("Principal"), holds a Certificate of Public Convenience and Necessity ("CCN") with amendments to operate public wastewater utilities in each extended territory approved by the Tennessee Public Utility Commission, subject to the laws of the State of Tennessee and rules and regulations of the Tennessee Public Utility Commission ("Commission") relating to the operation of a public wastewater utility; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 201 (e) of the Tennessee Code Annotated, a public utility providing wastewater service is required to post a bond in order to maintain such authority and to ensure the proper operation and maintenance of the public utility, conditioned as prescribed in Tenn. Comp. R. & Regs. Chapter 1220-4-13; and

WHEREAS RLI Insurance Company ("Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 201 of the Tennessee Code Annotated and Tenn. Comp. R. & Regs. Chapter 1220-4-13.

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 201 and Tenn. Comp. R. & Regs. Chapter 1220-4-13 in the full amount of Twenty Thousand and 00/100 (\$20,000.00) lawful money of the United States of America to be used to enable the continued operation of the public wastewater utility for the full and prompt payment of any monetary obligation imposed against the Principal, its representatives, successors or assigns, in any contested case proceeding brought under Title 65 of Tennessee Code Annotated or by Tenn. Comp. R. & Regs. Chapter 1220-4-13 on behalf of the TPUC, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 26th of April, 2021, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00). The Surety may cancel this bond by giving sixty (60) days written notice of such cancellation to the Commission and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Limestone Utility Operating Company, LLC
Name of Company authorized by the TPUC

1650 Des Peres Rd., Suite 303, St. Louis, MO 63131
Address of Principal

SIGNATURE OF PRINCIPAL

Name:
Title:



MERANDA K. KEUBLER
My Commission Expires
November 13, 2022
St. Louis County
Commission #14631487

SURETY

RLI Insurance Company
Name of Surety

9025 N. Lindbergh Drive, Peoria, IL 61615
Address of Surety

SIGNATURE OF SURETY AGENT

Name: Trudy Whitrock
Title: Attorney-in-Fact



Address of Surety Agent:
Charles L. Crane Agency
100 N. Broadway, Suite 900
St. Louis, MO 63102

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 201, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AND TENN. COMP. R. & REGS. CHAPTER 1220-4-13. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF MISSOURI

COUNTY OF St. Louis

Before me, a Notary Public of the State and County aforesaid, personally appeared Josiah Cox with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Limestone Utility Operating Company, LLC, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 29 day of April, 2021.

My Commission Expires:

November 13, 2022

Imanuel K. Kumbler
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF MISSOURI

COUNTY OF St. Louis

Before me, a Notary Public of the State and County aforesaid, personally appeared Trudy Whitrock with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of RLI Insurance Company, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 26th day of April, 2021.

My Commission Expires:

August 17, 2021

Lisa K. Jundt
Lisa K. Jundt, Notary Public

LISA K JUNDT
Notary Public – Notary Seal
State of Missouri, Jefferson County
Commission # 13402531
My Commission Expires August 17, 2021

APPROVAL AND ENDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Public Utility Commission, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Theresa A. Hunziker, Gregory L. Stanley, Michael T. Reedy, Linda McCarthy, Gerald M. Rogers, Harold F. James, Stephen J. Alabach,
Joel Karsten, Karen Speckhals, Cindy Rohr, Terri Hunziker, Christopher J. O Hagan, Brandi L. Bullock, Don K. Ardolino, Kimberly
Ann Connell, Trudy Whitrock, Michelle Wilson, jointly or severally

in the City of Saint Louis, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of February, 2021.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 19th day of February, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 26th day of April, 2021.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

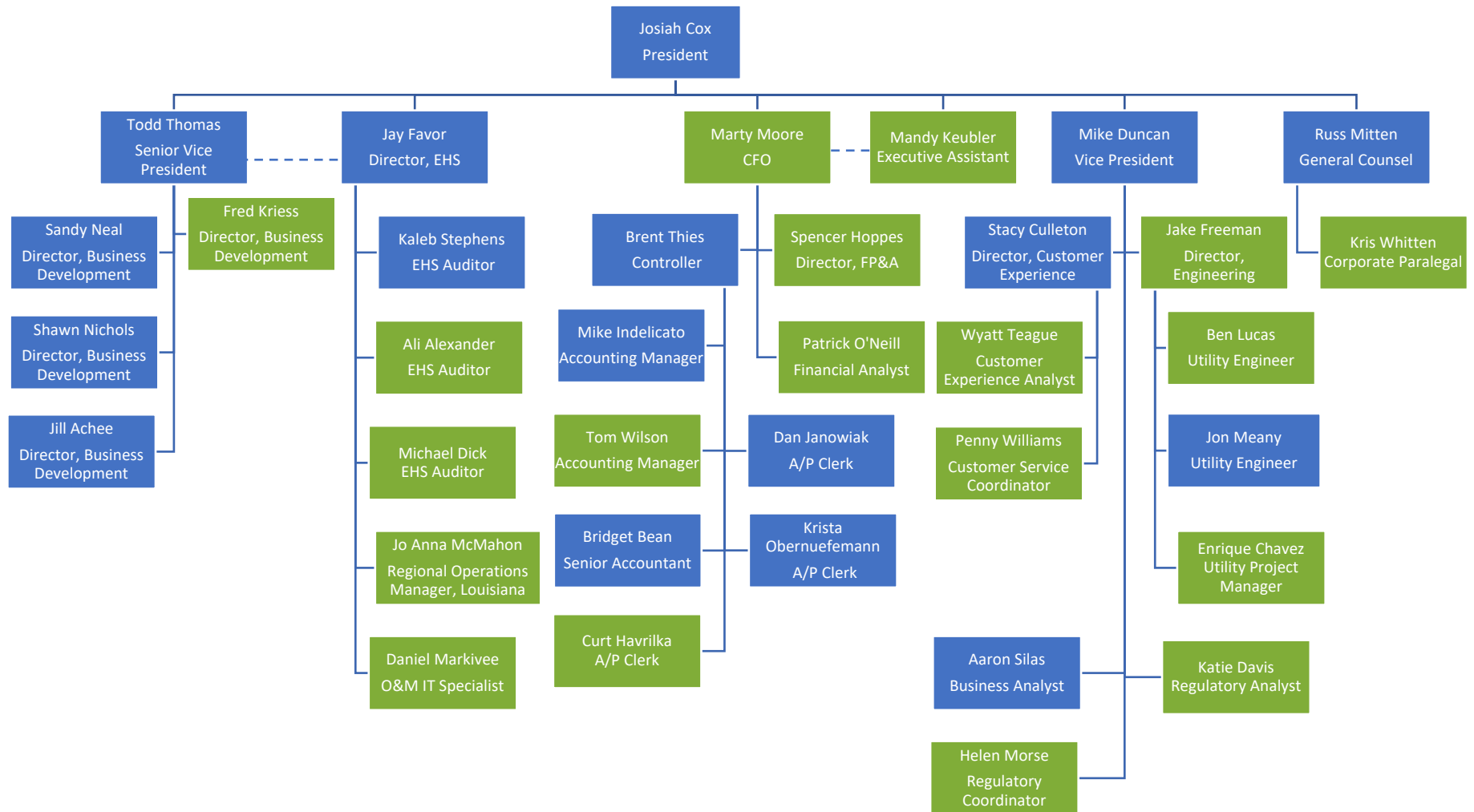
By: Catherine D. Glover

Catherine D. Glover

Notary Public



CSWR Org Chart - Updated March 3rd 2021





STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

June 26, 2017

Mr. Bruce Meyer, Operations Manager
Cartwright Creek, LLC
e-copy: bmeyer@sheafferwws.com
1551 Thompson's Station Rd W.
Thompsons Station, TN 37179

**Re: State Operating Permit No. SOP-17002
Cartwright Creek LLC d/b/a Hardeman Springs Subdivision
Hardeman Springs Subdivision
Arrington, Williamson County, Tennessee**

Dear Mr. Meyer:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed State Operating Permit. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application. Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment. Any petition for permit appeal under this subsection (i) shall be filed with the technical secretary of the Water Resources Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

If you have questions, please contact the Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Allen Rather at (615) 532-5819 or by E-mail at Allen.Rather@tn.gov.

Sincerely,

Brad Harris, P.E.
Manager, Land-based Systems

Enclosure

cc/ec: Water-based Systems File
Nashville Environmental Field Office
Ms. Michelle Ramsey, Utilities Division, Tennessee Regulatory Authority, michelle.ramsey@tn.gov
Ms. Patsy Fulton, Utility Rate Specialist, Tennessee Regulatory Authority, Patsy.Fulton@tn.gov
Mr. Jamie F. Reed, P.E., R.L.S., President, S.E.C., Inc., jreed@sec-civil.com

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Permit No. SOP-17002

PERMIT
For the operation of Wastewater Treatment Facilities

In accordance with the provision of Tennessee Code Annotated section 69-3-108 and Regulations promulgated pursuant thereto:

PERMISSION IS HEREBY GRANTED TO

Cartwright Creek LLC d/b/a Hardeman Springs Subdivision
Hardeman Springs Subdivision
Arrington, Williamson County, Tennessee

FOR THE OPERATION OF

Septic tanks, effluent collection system, recirculating media filter, fenced drip irrigation system located at latitude 35.860833 and longitude -86.669444 in Williamson County, Tennessee to serve 120 homes in the Hardeman Springs Subdivision. The design capacity of the system is .036 MGD.

This permit is issued as a result of the application filed on March 23, 2017, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit is issued as a result of the application filed on March 23, 2017, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

This permit shall become effective on: May 31, 2017

This permit shall expire on: May 31, 2022

Issuance date: May 15, 2017



for Tisha Calabrese Benton
Director

A. GENERAL REQUIREMENTS

The treatment system shall be monitored by the permittee as specified below:

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter

* Report average daily flow for each calendar month.

Sampling requirements in the table above apply to effluent being discharged to the drip irrigation plots.

This permit allows the operation of a wastewater collection, treatment, and storage system with disposal of treated wastewater through approved land application areas. Complete hydraulic infiltration within the soil profile is an expectation of the land application component. As such, the soil profile of the land application area is a permitted component of the system.

System compliance is reliant on the utilization and performance of the soil profile. Failure of the soil profile to allow for adequate transmission of the effluent away from the point of application or the presence/development of features allowing the effluent to bypass the soil profile constitutes permit violations. Indications of the soil profile's failure to allow for adequate transmission of effluent away from the point of application includes, but is not limited to, ponding or pooling on the ground surface, and surface flow or flow paths originating from points of application. Indications that effluent is bypassing the soil profile includes, but is not limited to, the appearance of conduits or flow channels extending from the ground surface into the soil profile and locations where discrete flow channels are discharging to the surface in association with system operation. Biomat development, soil profile saturation, point-specific or area-specific over application, altered or damaged soil structure, and mapping error are among the factors that may result in permit noncompliance.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are not authorized by this permit. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office.

All drip fields shall be fenced sufficiently to prevent or impede unauthorized entry. Fencing shall be a minimum of four feet in height. Fencing shall be constructed of durable materials. Gates shall be

designed and constructed in a manner to prevent or impede unauthorized entry. All designs are subject to division approval. Fence shall be installed prior to beginning of operation.

The site shall be inspected by the certified operator or his/her designee, at a minimum, once per fourteen days (default) OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. The default inspection frequency will apply if an operating and maintenance inspection schedule is not submitted to be a part of the permit administrative file record. The operating and maintenance inspection schedule shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the land application area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

Submission of the schedule, or revisions to the schedule, may be submitted to the division electronically. The schedule shall be submitted on or before the effective date of the permit. The permittee is responsible for maintaining evidence that the schedule, or revisions, have been submitted to the division.

B. MONITORING PROCEDURES

1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s):

Effluent to drip irrigation plots.

2. Test Procedures

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136.

C. DEFINITIONS

The "daily maximum concentration" is a limitation on the average concentration, in milligrams per liter, of the discharge during any calendar day.

The "***monthly average concentration***", other than for *E. coli* bacteria, is the arithmetic mean of all the composite or grab samples collected in a one-calendar month period.

A "grab sample" is a single influent or effluent sample collected at a particular time.

For the purpose of this permit, "*continuous monitoring*" means collection of samples using a probe and a recorder with at least one data point per dosing cycle.

A "quarter" is defined as any one of the following three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, and/or October 1 through December 31.

"Wastewater" for the purpose of this permit means "sewage" as defined in TCA 69-3-103

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly.

Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Monitoring results shall be reported in a format approved by the division. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Resources
Nashville Environmental Field Office
711 R.S. Gass Boulevard
Nashville, TN 37216

The first operation report is due on the 15th of the month following the quarter containing the permit effective date. Until the construction of the treatment system is complete and the treatment system is placed into operation, operational reports shall report "monitoring not required".

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in 0400-40-05-.07(2)(h)2, the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Section 69-3-115 of the Tennessee Water Quality Control Act.

4. Signatory Requirement

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-05-.05(6)(a-c).

E. SCHEDULE OF COMPLIANCE

Full operational level shall be attained after the construction of the treatment system is complete and the treatment system is placed into operation.

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

The permittee is not authorized to discharge after the expiration date of this permit. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information and forms as are required to the Director of Water Resources (the "Director") no later than 180 days prior to the expiration date.

2. Right of Entry

The permittee shall allow the Director, or authorized representatives, upon the notification of permittee and presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and

c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

All reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division of Water Resources.

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

Dilution water shall not be added to comply with effluent requirements.

5. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

6. Severability

The provisions of this permit are severable. If any provision of this permit due to any circumstance, is held invalid, then the application of such provision to other circumstances and to the remainder of this permit shall not be affected thereby.

7. Other Information

If the permittee becomes aware that he failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, then he shall promptly submit such facts or information.

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility.

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in section 69-3-108 (h) The Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

3. Change of Ownership

This permit may be transferred to another person by the permittee if:

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

4. Change of Mailing Address

The permittee shall promptly provide to the Director written notice of any change of mailing address. In the absence of such notice the original address of the permittee will be assumed to be correct.

C. NONCOMPLIANCE

1. Effect of Noncompliance

Any permit noncompliance constitutes a violation of applicable State laws and is grounds for enforcement action, permit termination, permit modification, or denial of permit reissuance.

2. Reporting of Noncompliance

a. 24-Hour Reporting

In the case of any noncompliance which could cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the required notice of non-compliance shall be provided to the appropriate Division environmental field office within 24 hours from the time the permittee becomes aware of the circumstances. (The environmental field office should be contacted for names and phone numbers of emergency response personnel.)

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless this requirement is waived by the Director on a case-by-case basis. The permittee shall provide the Director with the following information:

- i. A description of the discharge and cause of noncompliance;
- ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- iii. The steps being taken to reduce, eliminate, and prevent recurrence of the non complying discharge.

b. Scheduled Reporting

For instances of noncompliance which are not reported under subparagraph 2.a. above, the permittee shall report the noncompliance on the Quarterly Operation Report. The report shall contain all information concerning the steps taken, or planned, to reduce, eliminate, and prevent recurrence of the violation and the anticipated time the violation is expected to continue.

3. Overflow

a. **"Overflow"** means the unintended discharge to land or waters of Tennessee of wastes from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system.

d. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

e. In the event that more than 5 overflows have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium or completion of the actions identified in this paragraph, the permittee may request a meeting with the Division of Water Resources EFO staff to petition for a waiver based on mitigating evidence.

4. Upset

a. **"Upset"** means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:

i. An upset occurred and that the permittee can identify the cause(s) of the upset;

ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;

iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and

iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

a. **"Bypass"** is the intentional diversion of wastewater away from any portion of a treatment facility.

b. Bypasses are prohibited.

7. Washout

a. For domestic wastewater plants only, a "washout" shall be defined as loss of Mixed Liquor Suspended Solids (MLSS) of 30.00% or more. This refers to the MLSS in the aeration basin(s) only. This does not include MLSS decrease due to solids wasting to the sludge disposal system. A washout can be caused by improper operation or from peak flows due to infiltration and inflow.

b. A washout is prohibited. If a washout occurs the permittee must report the incident to the Division of Water Resources in the appropriate Environmental Field Office within 24 hours by telephone. A written submission must be provided within five days. The washout must be noted on the discharge monitoring report. Each day of a washout is a separate violation.

D. LIABILITIES

1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or

subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law.

PART III OTHER REQUIREMENTS

A. CERTIFIED OPERATOR

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator and collection system shall be operated under the supervision of a the grade I certified collection system operator in accordance with the Water Environmental Health Act of 1984.

B. PLACEMENT OF SIGNS

The permittee shall place a sign at the entrance to the land application area if fenced or all reasonsable approaches to the land application area. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material

<p style="text-align: center;"> RECLAIMED WASTEWATER (DRIP IRRIGATION OR SPRAY IRRIGATION) (PERMITTEE'S NAME) (PERMITTEE'S PHONE NUMBER) TENNESSEE DIVISION OF WATER RESOURCES Nashville Environmental Field Office PHONE NUMBER: 1-888-891-8332 </p>
--

No later than sixty (60) days from the effective date of the permit, the permittee shall have the above sign(s) on display in the location specified. New facilities must have the signs installed upon commencing operation.

C. ADDITION OF WASTE LOADS

The permittee may not add wasteloads to the existing treatment system without the knowledge and approval of the division.

D. SEPTIC (STEP) TANK OPERATION

The proper operation of this treatment system depends, largely, on the efficient use of the septic tank. The solids that accumulate in the tank shall be removed at a frequency that is sufficient to insure that the treatment plant will comply with the discharge requirements of this permit.

E. SEPTAGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of Rule 0400-48-01-.22. If the septage is transported to another POTW for disposal, the permittee shall note the amount of septage wasted in gallons and name of the facility the hauler intends to use for disposal of the septage on the monthly operation report. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

F. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and treatment system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Final SOP's will not be issued without establishing ownership/access rights.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Regulatory Authority), or another public agency.

Attachment 1
STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES-LAND BASED SYSTEMS UNIT
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

MEMORANDUM

TO: Brad Harris, P.E. Land Based Systems Unit

FROM: Allen Rather, DWR- Land Based Systems Unit

DATE: 3/24/2017

SUBJECT: LCSS/SFDS (Class V Injection) Approval
Cartwright Creek, LLC d/b/a/ Hardeman Springs Subdivision
Arrington, Williamson County, Tennessee
UIC File WIL 0000189 SOP-17002

The Division of Water Resources has reviewed the submittal of an Application for Authorization to Operate a Class V Underground Injection Well (Large Capacity Septic System/Subsurface Fluid Disposal System) utilizing drip dispersal for the waste water at the Hardeman Springs Subdivision located at Arrington, Williamson County, Tennessee. This Division approves the application dated 3/23/2017.

If at any time the Division learns that a ground water discharge system may be in violation of The Tennessee Water Quality Control Act, the Division shall:

- a. require the injector to apply for an individual permit;
- b. order the injector to take such actions including, where required, closure of the injection well as may be necessary to prevent the violation; or
- c. take enforcement action.

All groundwater discharge activities must operate in such a manner that they do not present a hazard to groundwater.

In accordance with Underground Injection Control (UIC) Rule 0400-45-06-.14 (3) "The owner of a Class V well shall be responsible for notifying the Department of change in ownership." This notification must be made to this Division within thirty (30) days of the change in ownership.

Also note that according to Underground Injection Control (UIC) Rule 0400-45-6-.14 (8)(d) "Upon completion of the well, the owner or operator must certify to the Department that the well has been completed in accordance with the approved construction plan, and must submit any

other additional information required”. The certification must be submitted to the UIC Program within thirty (30) days upon the completion/closure of the Class V well.

This Division will require a minimum of seven (7) working days advance notice before the construction on the drip system is to begin to allow for a witness from this Division to be present.

No drip emitters are to discharge directly into an open throat or crevice in the subsurface. All drip lines are to be installed on contour.

Our concurrence with your approach does not imply that this procedure is exempt from future changes or restrictions in the Underground Injection Control (UIC) Regulations, or any additional requirements set forth by the Division in order to protect the groundwater of Tennessee.

A copy of this authorization must be kept on site until the development has been completed and must be made available to inspection personnel.

Should you have any questions or comments please feel free to contact me at (615) 532-5819 or allen.rather@tn.gov.

c: file

**WATER AND WASTEWATER
OPERATOR CERTIFICATION BOARD**

NAME AND MAILING ADDRESS

**Charles R. Steffen
4640 Highway 64 E
P.O. Box 84
Wartrace Tennessee 37183**

STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION WATER AND WASTEWATER OPERATOR CERTIFICATION BOARD	
I.D. NO. 3220	EXPIRATION DATE 12/31/2021
THIS IS TO CERTIFY THAT: Charles R. Steffen	
IS IN GOOD STANDING WITH THE BOARD FOR THE CLASSIFICATIONS LISTED: CS2, WW4	

WHEN CORRESPONDING ALWAYS REFER TO YOUR I.D. NUMBER
AND SEND NOTIFICATION OF ADDRESS CHANGE

**WATER AND WASTEWATER
OPERATOR CERTIFICATION BOARD**

NAME AND MAILING ADDRESS

**Bruce E. Meyer
2706 Tollie Road
Thompsons Station Tennessee 37179**

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
WATER AND WASTEWATER OPERATOR CERTIFICATION BOARD

I.D. NO.
3500

EXPIRATION DATE
12/31/2021

THIS IS TO CERTIFY THAT:

Bruce E. Meyer

IS IN GOOD STANDING WITH THE BOARD FOR THE CLASSIFICATIONS
LISTED:

BNS, CS2

WHEN CORRESPONDING ALWAYS REFER TO YOUR I.D. NUMBER
AND SEND NOTIFICATION OF ADDRESS CHANGE

CSWR, LLC - Limestone UOC

Chart of Accounts

Account Name

106.000-05-013 - Utility Plant Purchased/Sold (TN, Limestone)
107.001-05-013 - CIP (Plant) (TN, Limestone)
107.002-05-013 - CIP (Engineering) (TN, Limestone)
107.003-05-013 - CIP (Legal) (TN, Limestone)
107.004-05-013 - CIP (Startup) (TN, Limestone)
107.005-05-013 - CIP (Debt Carry) (TN, Limestone)
108.000-05-013 - AccumDepre Plant in Service (TN, Limestone)
108.100-05-013 - Accum Deprec Salvage Reserve (TN, Limestone)
108.300-05-013 - Accum Amort Plant in Service (TN, Limestone)
114.000-05-013 - Utility Plant Acq Adj (TN, Limestone)
123.000-05-013 - Investment in Associated Companies (TN, Limestone)
131.100-05-013 - Cash Operating (TN, Limestone)
131.200-05-013 - Cash Receipts (TN, Limestone)
141.000-05-013 - Customer AR (TN, Limestone)
143.000-05-013 - AR Other (TN, Limestone)
144.000-05-013 - Accum Prov for Uncoll Accts (TN, Limestone)
145.000-05-013 - N/R from Assoc Companies (TN, Limestone)
146.000-05-013 - A/R from Assoc Companies (TN, Limestone)
166.000-05-013 - Prepayments (TN, Limestone)
181.000-05-013 - Unamortized Debt Disc/Exp (TN, Limestone)
183.000-05-013 - Preliminary Survey and Investigation Charges (TN, Limestone)
183.001-05-013 - PSI - Engineering (TN, Limestone)
183.002-05-013 - PSI - Legal (TN, Limestone)
186.000-05-013 - Misc Deferred Debits (TN, Limestone)
201.000-05-013 - Common Stock Issued (TN, Limestone)
204.000-05-013 - Preferred Stock Issued (TN, Limestone)
211.000-05-013 - APIC (TN, Limestone)
215.000-05-013 - Retained Earnings (TN, Limestone)
216.000-05-013 - Unappropriated Retained Earnings (TN, Limestone)
218.000-05-013 - Capital (TN, Limestone)
221.000-05-013 - Bonds (TN, Limestone)
224.000-05-013 - LT Debt (Other) (TN, Limestone)
231.000-05-013 - Notes Payable (TN, Limestone)
232.000-05-013 - Accounts Payable (TN, Limestone)
233.000-05-013 - Notes Payable Associated Companies (TN, Limestone)
235.000-05-013 -Customer Deposits (TN, Limestone)
236.000-05-013 - Taxes Payable (TN, Limestone)
242.000-05-013 - Misc Current & Accrued Liab (TN, Limestone)
242.001-05-013 - LT Debt (Current Portion) (TN, Limestone)
265.000-05-013 - Misc Operating Reserves (TN, Limestone)
271.000-05-013 - CIAC (TN, Limestone)
272.000-05-013 - CIAC Accum Amort (TN, Limestone)
283.000-05-013 - Accumulated Deferred Income Taxes (TN, Limestone)



304.000-05-013 - Structures & Improvements (TN, Limestone)
305.000-05-013 - Collecting & Impound Reservoirs (TN, Limestone)
306.000-05-013 - Lake, River & Other Intakes (TN, Limestone)
307.000-05-013 - Wells and Springs (TN, Limestone)
308.000-05-013 - Infiltration Galleries & Tunnels (TN, Limestone)
309.000-05-013 - Supply Mains (TN, Limestone)
310.000-05-013 - Power Generating Equipment (TN, Limestone)
311.000-05-013 - Pumping Equipment (TN, Limestone)
320.000-05-013 - Water Treatment Equipment (TN, Limestone)
330.000-05-013 - Distb'n Reservoirs & Standpipes (TN, Limestone)
331.000-05-013 - Transmission & Distbution Mains (TN, Limestone)
333.000-05-013 - Services (TN, Limestone)
334.000-05-013 - Meter & Meter Installations (TN, Limestone)
335.000-05-013 - Hydrants (TN, Limestone)
339.000-05-013 - Other Plant & Misc. Equipment (TN, Limestone)
340.000-05-013 - Office Furniture & Equipment (TN, Limestone)
341.000-05-013 - Transportation Equipment (TN, Limestone)
342.000-05-013 - Stores Equipment (TN, Limestone)
343.000-05-013 - Tools, Shop & Garage Equipment (TN, Limestone)
344.000-05-013 - Laboratory Equipment (TN, Limestone)
345.000-05-013 - Power Operated Equipment (TN, Limestone)
346.000-05-013 - Communication Equipment (TN, Limestone)
347.000-05-013 - Miscellaneous Equipment (TN, Limestone)
348.000-05-013 - Other Tangible Plant (TN, Limestone)
351.000-05-013 -Organization (TN, Limestone)
352.000-05-013 - Franchises (TN, Limestone)
353.000-05-013 - Land & Land Rights (TN, Limestone)
354.000-05-013 - Structures & Improvements (TN, Limestone)
360.000-05-013 - Collection Sewers-Force (TN, Limestone)
361.000-05-013 -Collection Sewers-Gravity (TN, Limestone)
362.000-05-013 -Special Collection Structures (TN, Limestone)
363.000-05-013 -Services to Customers (TN, Limestone)
364.000-05-013 - Flow Measuring Devices (TN, Limestone)
365.000-05-013 - Flow Measuring Installations (TN, Limestone)
370.000-05-013 - Receiving Wells (TN, Limestone)
371.000-05-013 - Puming Equipment (TN, Limestone)
380.000-05-013 - Treatment & Disposal Equipment (TN, Limestone)
381.000-05-013 - Plant Sewers (TN, Limestone)
382.000-05-013 - Outfall Sewer Lines (TN, Limestone)
389.000-05-013 - Other Plant & Miscellaneous Equipment (TN, Limestone)
390.000-05-013 -Office Furniture & Equipment (TN, Limestone)
391.000-05-013 - Transportation Equipment (TN, Limestone)
392.000-05-013 - Stores Equipment (TN, Limestone)
393.000-05-013 - Tools, Shop & Garage Equipment (TN, Limestone)
394.000-05-013 - Laboratory Equipment (TN, Limestone)
395.000-05-013 - Power Operated Equipment (TN, Limestone)
396.000-05-013 - Communication Equipment (TN, Limestone)

397.000-05-013 - Miscellaneous Equipment (TN, Limestone)
398.000-05-013 - Other Tangible Plant (TN, Limestone)
403.000-05-013 - Depreciation Expense (TN, Limestone)
403.100-05-013 - Depreciation Expense CIAC (TN, Limestone)
403.200-05-013 - Depreciation Expense Salvage Reserve (TN, Limestone)
405.000-05-013 - Amortization Expense (TN, Limestone)
408.100-05-013 - Taxes (Other) (TN, Limestone)
408.120-05-013 - Taxes SS & Med (TN, Limestone)
408.140-05-013 - Taxes Unemployment (TN, Limestone)
408.160-05-013 - Taxes Property (TN, Limestone)
409.000-05-013 - Taxes Income (TN, Limestone)
410.000-05-013 - Provision for Deferred Income Tax (TN, Limestone)
414.000-05-013 - Gains(Losses) on Disposal of Utility Property (TN, Limestone)
420.000-05-013 - AFUDC (TN, Limestone)
426.000-05-013 - Miscellaneous Income Deductions (TN, Limestone)
427.000-05-013 - Interest Long (TN, Limestone)
428.000-05-013 - Amortization of Debt Discount & Expense (TN, Limestone)
433.000-05-013 - Extraordinary Income (TN, Limestone)
434.000-05-013 - Extraordinary Expense (TN, Limestone)
461.100-05-013 - Water Revenue Residential (TN, Limestone)
461.200-05-013 - Water Revenue Commercial (TN, Limestone)
461.300-05-013 - Water Revenue Industrial (TN, Limestone)
461.400-05-013 - Water Revenue Multi-Family (TN, Limestone)
470.000-05-013 - Late Fees Water (TN, Limestone)
471.000-05-013 - Miscellaneous Service Revenues (TN, Limestone)
471.100-05-013 - Tap Fees (TN, Limestone)
521.100-05-013 - Sewer Revenue Residential (TN, Limestone)
521.200-05-013 - Sewer Revenue Commercial (TN, Limestone)
521.300-05-013 - Sewer Revenue Industrial (TN, Limestone)
521.400-05-013 - Sewer Revenue Multi-Family (TN, Limestone)
532.000-05-013 - Late Fees Sewer (TN, Limestone)
536.000-05-013 - Miscellaneous Service Revenues (TN, Limestone)
536.100-05-013 - Tap Fees (TN, Limestone)
600.000-05-013 - Operation Supervision and Engineering (TN, Limestone)
601.000-05-013 - Salaries & Wagers - Employees (TN, Limestone)
603.000-05-013 - Miscellaneous (TN, Limestone)
603.000-05-013 - Salaries & Wagers - Officers, Directors & Stockholders (TN, Limestone)
604.000-05-013 - Employee Pension & Benefits (TN, Limestone)
610.000-05-013 - Purchased Water (TN, Limestone)
611.000-05-013 - Maintenance S&I (TN, Limestone)
612.000-05-013 - Maintenance Collecting and Impounding Reservoirs (TN, Limestone)
613.000-05-013 - Maintenance Lake, River and Other Intakes (TN, Limestone)
614.000-05-013 - Maintenance Wells and Springs (TN, Limestone)
615.000-05-013 - Purchased Power (TN, Limestone)
616.000-05-013 - Fuel for Power PRoduction (TN, Limestone)
618.000-05-013 - Chemicals (TN, Limestone)
620.000-05-013 - Materials & Supplies (TN, Limestone)

621.000-05-013 - Fuel for Power Production (TN, Limestone)
622.000-05-013 - Power Production Labor and Expense (TN, Limestone)
623.000-05-013 - Fuel/Power Purchased for Pump (TN, Limestone)
624.000-05-013 - Pumping Labor and Expense (TN, Limestone)
626.000-05-013 - Miscellaneous Expenses Water Pumping (TN, Limestone)
630.000-05-013 - Contractual Services (TN, Limestone)
631.000-05-013 - Maintenance S&I (TN, Limestone)
632.000-05-013 - Maintenance Power Production Equipment (TN, Limestone)
633.000-05-013 - Maintenance Pumping Equipment (TN, Limestone)
640.000-05-013 - Rents (TN, Limestone)
641.000-05-013 - Chemicals (TN, Limestone)
642.000-05-013 - Operation Labor and Expense (TN, Limestone)
643.000-05-013 - Miscellaneous Expenses Wtr Trtm (TN, Limestone)
650.000-05-013 - Transportation Expense (TN, Limestone)
652.000-05-013 - Maintenance Equipment (TN, Limestone)
655.000-05-013 - Insurance Expense (TN, Limestone)
660.000-05-013 - Operation Supervision and Engineering (TN, Limestone)
661.000-05-013 - Storage Facilities Expense (TN, Limestone)
662.000-05-013 - Transm and Distr Lines Expenses (TN, Limestone)
663.000-05-013 - Meter Expenses (TN, Limestone)
664.000-05-013 - Customer Installations Expenses (TN, Limestone)
665.000-05-013 - Regulatory Commission Expense (TN, Limestone)
670.000-05-013 - Bad Debt Expense (TN, Limestone)
671.000-05-013 - Maintenance Structures and Improvements (TN, Limestone)
672.000-05-013 - Miscellaneous Expense (TN, Limestone)
673.000-05-013 - Maintenance Transmission & Distribution Mains (TN, Limestone)
674.000-05-013 - Maintenance Fire Mains (TN, Limestone)
675.000-05-013 - Maintenance Services (TN, Limestone)
676.000-05-013 - Maintenance Meters (TN, Limestone)
677.000-05-013 - Maintenance Hydrants (TN, Limestone)
678.000-05-013 - Maintenance Miscellaneous Plant (TN, Limestone)
700.000-05-013 - Collection Supervision and Engineering (TN, Limestone)
701.000-05-013 - Salaries & Wages - Employees (TN, Limestone)
702.000-05-013 - Services to Customers (TN, Limestone)
703.000-05-013 - Salaries & Wages - Officers, Directors & Stockholders (TN, Limestone)
704.000-05-013 - Employee Pensions & Benefits (TN, Limestone)
710.000-05-013 - Sludge Removal Expense (TN, Limestone)
711.000-05-013 - Maintenance Collection Structures and Improvements (TN, Limestone)
712.000-05-013 - Maintenance Collection Sewers (TN, Limestone)
713.000-05-013 - Maintenance Services to Cust (TN, Limestone)
714.000-05-013 - Maintenance Flow Measuring Devices (TN, Limestone)
715.000-05-013 - Purchased Power (TN, Limestone)
716.000-05-013 - Fuel for Power Production (TN, Limestone)
720.000-05-013 - Materials & Supplies (TN, Limestone)
721.000-05-013 - Fuel and Power Purchased for Pumping (TN, Limestone)
722.000-05-013 - Pumping Labor & Expenses (TN, Limestone)
724.000-05-013 - Miscellaneous Expenses (TN, Limestone)

730.000-05-013 - Contractual Services (TN, Limestone)
731.000-05-013 - Maintenance Pumping Structures and Improvements (TN, Limestone)
732.000-05-013 - Maintenance Sewer Pump Equip (TN, Limestone)
740.000-05-013 - Rents (TN, Limestone)
741.000-05-013 - Sewer Treatment Chemicals (TN, Limestone)
742.000-05-013 - Treatment Labor & Expense (TN, Limestone)
743.000-05-013 - Fuel & Power Sewage T&P (TN, Limestone)
744.000-05-013 - Miscellaneous Expense (TN, Limestone)
750.000-05-013 - Transportation Expense (TN, Limestone)
751.000-05-013 - Maintenance T&D Structures & Improvements (TN, Limestone)
752.000-05-013 - Maintenance T&D Plant (TN, Limestone)
753.000-05-013 - Maintenance T&D Other (TN, Limestone)
755.000-05-013 - Insurance Expense (TN, Limestone)
765.000-05-013 - Regulatory Commission Expense (TN, Limestone)
770.000-05-013 - Bad Debt Expense (TN, Limestone)
775.000-05-013 - Miscellaneous Expense (TN, Limestone)
903.100-05-013 - Cust Record Collect (Billing) (TN, Limestone)
903.200-05-013 - Cust Record Collect (Postage) (TN, Limestone)
903.280-05-013 - Cust Record Collect (Bank Fees) (TN, Limestone)
904.000-05-013 - Uncollectible Accounts (TN, Limestone)
905.000-05-013 - Miscellaneous Customer Accounts Expense (TN, Limestone)
907.000-05-013 - Cust Service & Inform Ex (TN, Limestone)
920.000-05-013 - Salaries Admin & General (TN, Limestone)
921.000-05-013 - Office Supp Exp (TN, Limestone)
921.110-05-013 - Office Supp Exp (Meals, Travel) (TN, Limestone)
921.500-05-013 - Office Supp Exp (Communication) (TN, Limestone)
921.800-05-013 - Office Supplies Expense (TN, Limestone)
922.000-05-013 - Administrative Expenses Transferred (TN, Limestone)
923.100-05-013 - Outside Services (Bank Fees) (TN, Limestone)
923.300-05-013 - OutsideService (Eng Consult) (TN, Limestone)
923.400-05-013 - OutsideService (Legal Fees) (TN, Limestone)
923.500-05-013 - OutsideService (Audit/Accounting) (TN, Limestone)
923.600-05-013 - OutsideService (Manage Consult) (TN, Limestone)
923.800-05-013 - Outside Services (Payroll Fees) (TN, Limestone)
923.900-05-013 - Outside Services (IT) (TN, Limestone)
924.000-05-013 - Property Insurance (TN, Limestone)
924.200-05-013 - Property Insurance Environmental (TN, Limestone)
924.300-05-013 - Property Insurance Worker's Comp (TN, Limestone)
924.400-05-013 - Property Insurance Commercial (TN, Limestone)
926.100-05-013 - EE Benefits Keyman (TN, Limestone)
926.200-05-013 - EE Benefits Healthcare (TN, Limestone)
926.300-05-013 - EE Benefits Retirement (TN, Limestone)
926.400-05-013 - EE Benefits Life/STD/LTD/ADD (TN, Limestone)
928.100-05-013 - Regulatory Expense DNR (TN, Limestone)
928.200-05-013 - Regulatory Expense PSC (TN, Limestone)
928.400-05-013 - Regulatory Expense Business License (TN, Limestone)
930.200-05-013 - Misc General Expense (TN, Limestone)

931.000-05-013 - Rents Admin & General (TN, Limestone)

Limestone Water Utility Operating Company
Cartwright Creek, LLC

GL Account	Account Name	Balance
351	Organization	\$ -
352	Franchises	\$ -
353	Land & Land Rights	\$ 363,269.00
354	Structures & Improvements	\$ 535,925.00
360	Collection Sewers - Force	\$ 343,443.00
361	Collection Sewers - Gravity	\$ 853,905.00
362	Special Collecting Structures	\$ -
363	Services to Customers	\$ -
364	Flow Measuring Devices	\$ 16,538.00
365	Flow Measuring Installations	\$ 12,236.00
370	Receiving Wells	\$ 217,903.00
371	Pumping Equipment	\$ 562,802.00
380	Treatment and Disposal Equipment	\$1,717,821.00
381	Plant Sewers	\$ 11,158.00
382	Outfall Sewer Lines	\$ 21,758.00
389	Other Plant & Miscellaneous Equipment	\$ 36,908.00
390	Office Furniture & Equipment	\$ 3,155.00
391	Transportation Equipment	\$ 74,098.00
392	Stores Equipment	\$ -
393	Tools, Shop, & Garage Equipment	\$ 15,541.00
394	Laboratory Equipment	\$ -
395	Power Operated Equipment	\$ -
396	Communication Equipment	\$ -
397	Miscellaneous Equipment	\$ -
398	Other Tangible Plant	\$ 636,406.00