

BUTLER | SNOW

April 10, 2023

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket
Room on April 10, 2023 at 4:16 p.m.

Hon. Herbert H. Hilliard, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

RE: *In Re: Application of Limestone Water Utility Operating Company, LLC for Authority to Purchase Title to the Assets, Property, and Real Estate of a Wastewater System, Chapel Woods, and for a Certificate of Public Convenience and Necessity, TPUC Docket No. 21-00060*

Dear Chairman Hilliard:

Attached for filing please find the *Report Demonstrating Compliance with Filing Requirements of Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity* in the above-captioned matter. Please note that the Exhibits 1, 3 and 5 are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 1, 3 and 5 are attached.

As required, the original plus four (4) hard copies will be mailed to your office. Should you have any questions concerning this filing, or require additional information, please do not hesitate to contact me.

Sincerely,

BUTLER SNOW LLP



Katherine Barnes

clw

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Vance L. Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division

*The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201*

MELVIN J. MALONE
615.651.6705
melvin.malone@butlersnow.com

T 615.651.6700
F 615.651.6701
www.butlersnow.com

BUTLER SNOW LLP

68548050.v1

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

IN RE:)
)
APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC FOR AUTHORITY)
TO PURCHASE TITLE TO THE)
ASSETS, PROPERTY, AND REAL)
ESTATE OF A WASTEWATER)
SYSTEM, CHAPEL WOODS, AND)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)

DOCKET NO. 21-00060

**REPORT DEMONSTRATING COMPLIANCE WITH FILING REQUIREMENTS OF
ORDER APPROVING SETTLEMENT AGREEMENT AND TRANSFER OF
SYSTEM, AND GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY**

On December 2, 2022, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity* (“Order”). In the Order, the Commission approved the *Stipulation and Settlement Agreement* entered into by Limestone Water Utility Operating Company, LLC (“Limestone”), Chapel Woods Home Owners Association (“Chapel Woods”), and the Consumer Advocate Unit in the Financial Division of the Office of the Attorney General (“Consumer Advocate”).¹ The Order requires Limestone to file certain documents with the Commission, specifically outlined in paragraphs 4 and 8 through 15.² This report is to demonstrate Limestone’s compliance with all but one of the required filings. The remaining submittal, the required maps and engineering designs, will be submitted thirty (30) days after completion.

¹ *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity*, p.11, TPUC Docket No. 21-00060 (Dec. 2, 2022).

² *Id.*, p. 5-6. See also *Stipulation and Settlement Agreement*, p. 3-6, TPUC Docket No. 21-00060 (August 19, 2022).

Although there is no guaranteed completion timeline, Limestone anticipates completion of the maps by the end of the second quarter of 2023. Each specific filing requirement has been met as follows:

Paragraph 4. A balance sheet showing Chapel Woods' ending balances of the assets acquired by Limestone as of the closing date, a balance sheet showing Limestone's beginning balances of the assets acquired from Chapel Woods as of the closing date, and a supporting general ledger **are hereby filed under seal as confidential Exhibit 1 to this report.**

Paragraph 8. A bond compliant with the Commission's financial security rules **is hereby filed as Exhibit 2 to this report.**

Paragraph 9. Copies of contracts or pricing agreements between Limestone and any affiliate and between Limestone and contractors that will provide ongoing operations and maintenance, or billing services to the Chapel Woods system or customers served by those systems **are hereby filed under seal and marked as confidential Exhibit 3 to the report.**

Paragraph 10. A copy of the recorded deed(s) for land where Chapel Woods' facilities are located and registered easements in Limestone's name for all the land and ownership rights for any and all access **is hereby filed as Exhibit 4 to the report.**

Paragraph 11. A copy of the Purchase and Sale Agreement that has been fully executed by Seller and Buyer and acknowledged by the Title Company with the recorded effective date and with all exhibits attached, complete with documentation **is hereby filed under seal as confidential Exhibit 5 to this report.**

Paragraph 12. A copy of the final executed Assignment of Rights Agreement **is hereby filed as Exhibit 6 to this report.**

Paragraph 13. A copy of the State Operating Permit “Request for Transfer” for current permits, both for water and wastewater, and the transferred National Pollutant Discharge Elimination Permit No. TN0062073, **are hereby filed as Exhibit 7 of this report.**

Paragraph 14. Copies of maps and engineering designs for the wastewater systems **will be filed within thirty (30) days of completion.**

Paragraph 15. In order to comply with all applicable TPUC rules and regulations, a new tariff substituting Limestone in place of Chapel Woods as the service provider **is hereby filed as Exhibit 8 of this report.**

Limestone has, therefore, complied with all the filing requirements listed in the Order, except for the maps and engineering designs of the wastewater facilities, the status of which are provided in this report. Limestone will provide those documents thirty (30) days upon completion.

Respectfully submitted,

BUTLER SNOW LLP



Katherine Barnes
Melvin Malone
The Pinnacle at Symphony Place
150 Third Avenue South, Suite 1600
Nashville, TN 37201
Tel: (615) 651-6700
Katherine.Barnes@butlersnow.com
Melvin.Malone@butlersnow.com

COUNSEL FOR LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC

PUBLIC VERSION

EXHIBIT 1

Balance Sheets and General Ledger

EXHIBIT 2

Bond

**TENNESSEE PUBLIC UTILITY COMMISSION
PUBLIC UTILITY SERVICE PROVIDER'S SURETY BOND
Limestone Utility Operating Company, LLC**

Bond #: RCB0036021

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 Three Hundred Thousand and 00/100 (\$300,000.00) 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 19th of January, 2022, 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 Three Hundred Thousand and 00/100 (\$300,000.00). 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:

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 ~~TENNESSEE~~ Missouri
COUNTY OF St. Louis

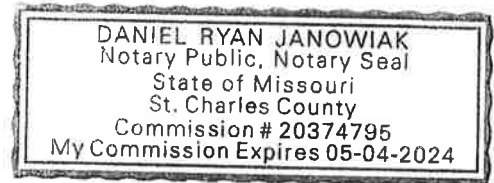
Before me, a Notary Public of the State and County aforesaid, personally appeared Josiah Cox
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed
the foregoing bond on behalf of Limestone Utility Operating Co, and he acknowledged to me that he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

WITNESS my hand and seal this 20th day of January, 2022.

My Commission Expires:

May 4th, 2024

Daniel Ryan Janowiak
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 19th day of January, 2022.

My Commission Expires:

April 9th, 2022

David Christopher James
Notary Public



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.



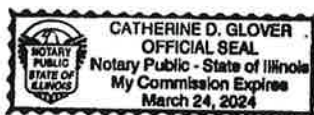
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

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.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

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 19th day of January, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

PUBLIC VERSION

EXHIBIT 3

Operation Agreement

EXHIBIT 4

Deed

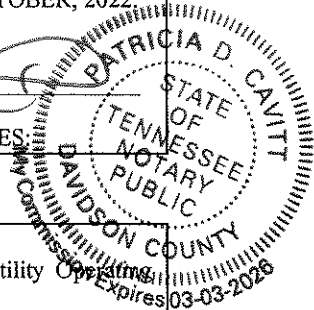
REGISTER'S USE ONLY:

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$100,000.00.


AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 12 DAY OF OCTOBER, 2022.


SEAL
NOTARY PUBLIC
COMMISSION EXPIRES



**THIS INSTRUMENT
PREPARED BY:**

Foundation Title & Escrow
Commercial Services
277 Mallory Station Rd., Suite 102
Franklin, TN 37067

SEND TAX BILLS TO:

Limestone Water Utility Operating
Company, LLC
1630 Des Peres Road, Suite 140, St.
Louis, MO 63131

NEW OWNER:

Limestone Water Utility Operating
Company, LLC
1630 Des Peres Road, Suite 140, St.
Louis, MO 63131

GENERAL WARRANTY DEED

This indenture is made and entered into this 12th day of OCTOBER, 2022 between CHAPEL WOODS HOME OWNERS ASSOCIATION a/k/a CHAPEL WOODS HOMEOWNER'S ASSOCIATION, a Tennessee mutual benefit corporation (hereinafter referred to as "GRANTOR") and LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto grantee, the following described tract or parcel of real property:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

To have and to hold the above-described tract or parcel of real property, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described tract or parcel of real property, that Grantor has the full, good and lawful right and authority to sell, transfer and convey the same, and that the above-described tract or parcel of real property is unencumbered, except for all matters, if any, of record in the Register's Office Marshall County, Tennessee.

And, Grantor does warrant, and hereby binds its successors to title, to forever defend the title to the above-described tract or parcel of real property against the lawful claims of all persons whatsoever, unto Grantee, its heirs and assigns.

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

GRANTOR:

CHAPEL WOODS HOME OWNERS ASSOCIATION
a/k/a CHAPEL WOODS HOMEOWNER'S
ASSOCIATION a Tennessee mutual benefit corporation

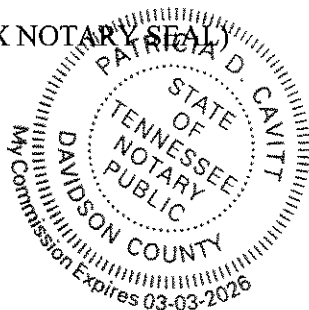
By: William L. Pegram
William L. Pegram, President & Director

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared WILLIAM L. PEGRAM, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the President & Director of CHAPEL WOODS HOME OWNERS ASSOCIATION a/k/a CHAPEL WOODS HOMEOWNER'S ASSOCIATION, a Tennessee mutual benefit corporation, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 12 day of October, 2022.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC
COMMISSION EXPIRES: _____

EXHIBIT A

Lot No. 152 in the Chapel Woods Section 3 Re-Subdivision of Lot 151, containing 1.18 acres, more or less, as shown on plat of record in Plat Cabinet F, Slide 59A, in the Register's Office for Marshall County, Tennessee, to which reference is hereby made for a more complete legal description.

Being the same property conveyed to Chapel Woods Home Owners Association, a Tennessee Non-Profit Corporation, by Warranty Deed from Connelly Group, Inc., a Florida Corporation, dated January 13, 2018 and filed January 25, 2018 in Record Book 732, Page 148, in the Register's Office of Marshall County, Tennessee.

PUBLIC VERSION

EXHIBIT 5

Purchase and Sale Agreement

EXHIBIT 6

Assignment of Rights Agreement

**PREPARED BY FOUNDATION TITLE &
ESCROW COMMERCIAL SERVICES
227 MALLORY STATION RD., SUITE 102,
FRANKLIN, TN 37067**

Maximum principal indebtedness for
Tennessee recording tax purposes is
\$0.00

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 12 day of October, 2022 by CHAPEL WOODS HOME OWNERS ASSOCIATION a/k/a CHAPEL WOODS HOMEOWNER'S ASSOCIATION, a Tennessee mutual benefit corporation ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee") (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Marshall County, Tennessee and described in a General Warranty Deed, dated on today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated July 30, 2019, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Marshall County, Tennessee (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the sewer system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or sewer service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

ASSIGNMENT

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 follows:

1. **Assignment.**

Assignor hereby assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor's right, title and interest in and to:

- A. Easements in the System;
- B. The main lines of the sewer system, appurtenances and other assets pertaining to the

provision of the sewer service in and to the System, including without limitation, the following:

- a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Marshall County, Tennessee, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Marshall County, Tennessee, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CONTAINED THEREIN:
- a. All plats located within the area described on **EXHIBIT A**, including but not limited to:
 - i. Plat of Walnut Hills recorded in **Plat Cabinet A, Slide 69** of the land records of Marshall County, Tennessee on June 17, 1987;
 - ii. Plat of Chapel Woods, Section I and II, revised, recorded in **Plat Cabinet B, Slide 41-42** of the land records of Marshall County, Tennessee on December 13, 1994;
 - iii. Plat of Chapel Woods, Section 3, recorded in **Plat Cabinet F, Slide 35A** of the land records of Marshall County, Tennessee on August 2, 2017; and

- iv. Plat of Chapel Woods, Section 3, Resubdivision of Lot 151, recorded in **Plat Cabinet F, Slide 59A** of the land records of Marshall County, Tennessee on January 19, 2018;
- b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents, including but not limited to:
 - i. Second Amended and Restated Declaration of Restrictive Covenants for Walnut Hills, recorded in **Book 149, Page 4** of the land records of Marshall County, Tennessee on May 22, 1990; and
 - ii. Amendment to Second Amended and Restated Declaration of Restrictive Covenants, recorded in **Book 180, Page 18** of the land records of Marshall County, Tennessee on June 5, 1993.
- D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of twenty (20) years prior to the date of this Assignment.

2. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Tennessee.

3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

CHAPEL WOODS HOME OWNERS
ASSOCIATION a/k/a CHAPEL WOODS
HOMEOWNER'S ASSOCIATION, a Tennessee
mutual benefit corporation

By: William L Pegram
William L. Pegram, President & Director

STATE OF TENNESSEE)
) SCT.
COUNTY OF WILLIAMSON)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared WILLIAM L. PEGRAM, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the President and Director of CHAPEL WOODS HOME OWNERS ASSOCIATION a/k/a CHAPEL WOODS HOMEOWNER'S ASSOCIATION, a Tennessee mutual benefit corporation, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 12th day of October, 2022.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: _____

ASSIGNEE:

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

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

By: [Signature]
Josiah M. Cox, President

STATE OF MISSOURI)
) SCT.
COUNTY OF ST. LOUIS)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared JOSIAH M. COX, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 10th day of October, 2022.

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC
COMMISSION EXPIRES: 1/16/2025

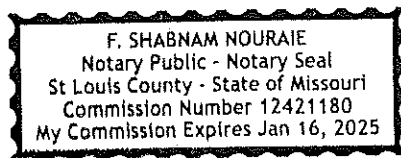


EXHIBIT A
Chapel Woods Service Area Description

A tract of land located in the 1st Civil District in the City of Chapel Hill, Marshall County, Tennessee, being more particularly described as follows: **Beginning** at a point being the Northwest corner of lot 151 as of record in plat cabinet F, page 59A, R.O.M.C. Tennessee; thence North 06°27'45" East a distance of 58.68 feet to a point; thence North 82°20'58" West a distance of 114.13 feet to a point; thence North 07°02'02" East a distance of 880.65 feet to a point; thence South 88°04'07" East a distance of 213.98 feet to a point; thence South 86°54'52" East a distance of 123.14 feet to a point; thence South 84°32'08" East a distance of 209.75 feet to a point; thence South 77°55'58" East a distance of 147.78 feet to a point; thence South 85°57'16" East a distance of 99.36 feet to a point; thence South 75°31'38" East a distance of 370.61 feet to a point; thence South 70°29'16" East a distance of 362.77 feet to a point; thence South 70°01'07" East a distance of 1494.71 feet to a point; thence South 05°46'26" West a distance of 872.72 feet to a point; thence South 05°34'43" West a distance of 786.22 feet to a point; thence North 84°39'02" West a distance of 281.45 feet to a point; thence North 84°56'22" West a distance of 280.09 feet to a point; thence North 85°05'44" West a distance of 280.86 feet to a point; thence North 81°34'42" West a distance of 202.28 feet to a point; thence North 84°10'15" West a distance of 358.92 feet to a point; thence North 84°48'18" West a distance of 280.05 feet to a point; thence North 83°55'26" West a distance of 284.30 feet to a point; thence North 83°50'33" West a distance of 616.49 feet to a point; thence North 81°59'47" West a distance of 74.79 feet to a point; thence North 81°59'35" West a distance of 232.30 feet to a point; thence North 06°49'42" East a distance of 1202.68 feet to a point; which is the **point of beginning**. Said parcel of land contains an area of 133.39 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

Being the same property conveyed to Chapel Woods Home Owners Association, a Tennessee Non-Profit Corporation, by Warranty Deed from Connelly Group, Inc., a Florida Corporation, dated January 13, 2018 and filed January 25, 2018 in Record Book 732, Page 148, in the Register's Office of Marshall County, Tennessee.

EXHIBIT 7

Operating Permit and Transfer Letter

November 4, 2022

Wade D. Murphy, Land-Based Systems Unit manager,
wade.murphy@tn.gov , water.permits@tn.gov
Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower, 11th Floor
312 Rosa L. Parks Ave, Nashville, TN 37243

Re: Chapel Woods, TN0062073, Notice of Transaction and Change of Ownership.

Dear Mr. Murphy:

I am writing to inform you that Limestone Water Utility Operating Company, LLC is now the owner of Chapel Woods. The NPDES permit number of this system is TN0062073.

The change of ownership is effective on October 12, 2022. The prior owner was Chapel Woods Homeowner's Association. On the following page are signatures from the new owner and previous owners verifying the change of ownership. The following information is updated contact information reflecting the new ownership to update TDEC records regarding Chapel Woods:

Owner Name	Limestone Water Utility Operating Company, LLC
Owner Physical Address	1630 Des Peres Rd, Suite 140, Des Peres, MO 63131
Owner Mailing Address	1630 Des Peres Rd, Suite 140, Des Peres, MO 63131
Owner Phone Number	(314) 736-4672
Administrative Contact (AC)	Arthur Faiello – (314) 464-3618
Emergency Contact (ECS)	Jo Anna McMahon 1-855-723-2450
Financial Contact (FC)	Cheryl Waites – (314) 736-4672

As of October 6, 2022, Limestone Water Utility Operating Company, LLC received approval from the Tennessee Public Utilities Commission to acquire the assets and serve the customers associated with the Chapel Woods Wastewater Plant, previously owned by Chapel Woods Homeowner's Association. On October 12, 2022, Limestone Water UOC finalized the transfer of the assets and rights to serve the customers & assume ownership/operations of the facility.

Sincerely,



Josiah M. Cox, President
Limestone Water Utility Operating Company, LLC



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

January 31, 2023

Mr. Josiah Cox

President

e-copy: jcox@cswrgroup.com

Central States Water Resources (CSWR)

1630 Des Peres Rd., Suite 140

Des Peres, MO 63131

Subject: **Minor Modified NPDES Permit No. TN0062073**
Limestone Water Utility Operating Company, LLC
Chapel Hill, Marshall County, Tennessee

Dear Mr. Cox:

In accordance with the provisions of "The Tennessee Water Quality Control Act" (Tennessee Code Annotated, Sections 69-3-101 through 69-3-120) the above referenced NPDES Permit is hereby modified by the Division of Water Resources to transfer ownership. The continuance and/or reissuance of this NPDES Permit is contingent upon your meeting the conditions and requirements as stated therein.

This minor modification transfers this NPDES permit to Limestone Water Utility Operating Company, LLC, from the Chapel Woods Homeowners Association effective February 01, 2023. Limestone Water Utility Operating Company, LLC is a privately-owned, public utility managed by Central States Water Resources based out of Des Peres, MO. This permit transfer is made in consideration of the transfer of assets that occurred on October 12, 2022, the notice of transfer letter dated November 4, 2022, that the Division received of you on November 9, 2022, and the order approving the settlement agreement, transfer of the system and granting of a certificate of convenience and necessity (CCN) by the Tennessee Public Utility Commission via Docket #2100060, on December 2, 2022. In addition to changing the permittee name on the cover page and in the signage requirements, the Division deletes Part III.F. which applied to the previous owner operating as a homeowner's association.

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 Quality, Oil and Gas 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.

TDEC has activated a new email address to accept appeals electronically. If you wish to file an appeal, you may do so by emailing the appeal and any attachments to TDEC.Appeals@tn.gov. If you file an appeal electronically, you do not have to send a paper copy. If you have questions about your electronic filing, you can call (615) 532-0131. Electronic filing is encouraged, but not required.

If you have questions, please contact the Columbia Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Wade Murphy at (615) 532-0666 or by E-mail at Wade.Murphy@tn.gov.

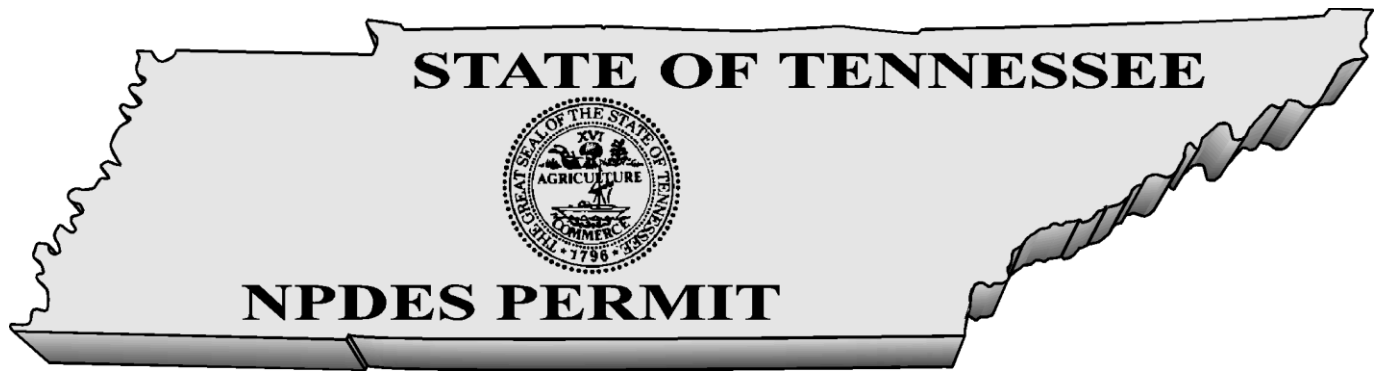
Sincerely,



Vojin Janjić
Manager, Water-Based Systems

Enclosure

cc: Ms. Mandy Sappington, Compliance Manager, CSWR, msappington@cswrgroup.com
Mr. Charles Steffen, Operator, csteffen@midwestwaterop.com
Mr. Mark Butler, Client Manager, mark.butler@clearwatersol.com
Mr. Cole McCormick, Tennessee Public Utility Commission (TPUC), cole.mccormick@tn.gov
Mr. William Pegram, Chapel Woods HOA, chapelwoodshoa@gmail.com
EFO-Columbia-DWR, sherry.glass@tn.gov, gary.horn@tn.gov
TDEC-DWR-C&E Unit, sarah.elias@tn.gov



**MINOR MODIFICATION
No. TN0062073**

Authorization to discharge under the
National Pollutant Discharge Elimination System

Issued By

**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**

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the delegation of authority from the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.)

Discharger: **Limestone Water Utility Operating Company, LLC
Chapel Woods Subdivision STP**

is authorized to discharge: treated municipal wastewater from Outfall 001

from a facility located: Highway 99, Chapel Hill, Marshall County, Tennessee

to receiving waters named: Duck River at mile 177.5

in accordance with effluent limitations, monitoring requirements and other conditions set forth herein.

This permit shall become effective on: February 01, 2023

This permit shall expire on: September 30, 2024

Issuance date: January 31, 2023

A handwritten signature in blue ink, appearing to read "J. Dodd", is written over a horizontal line.

for Jennifer Dodd
Director

Table of Contents

PART I	3
A. EFFLUENT LIMITATION AND MONITORING REQUIREMENTS	3
B. MONITORING PROCEDURES	5
1. Representative Sampling.....	5
2. Test Procedures	5
3. Sampling Frequency	6
4. Recording of Results	6
5. Records Retention	6
C. DEFINITIONS.....	7
D. REPORTING	9
1. Monitoring Results.....	9
2. Additional Monitoring by Permittee	10
3. Falsifying Reports	10
4. Reporting Less Than Detection; Reporting Significant Figures	10
E. SCHEDULE OF COMPLIANCE.....	10
PART II	11
A. GENERAL PROVISIONS	11
1. Duty to Reapply	11
2. Right of Entry	11
3. Availability of Reports.....	11
4. Proper Operation and Maintenance.....	11
5. Treatment Facility Failure (Industrial Sources)	12
6. Property Rights	12
7. Severability	12
8. Other Information	12
B. CHANGES AFFECTING THE PERMIT.....	12
1. Planned Changes	12
2. Permit Modification, Revocation, or Termination	12
3. Change of Ownership.....	13
4. Change of Mailing Address	14
C. NONCOMPLIANCE	14
1. Effect of Noncompliance	14
2. Reporting of Noncompliance	14
b. Scheduled Reporting	14
3. Overflow	14
4. Upset	15
5. Adverse Impact	16
6. Bypass	16
7. Washout	17
D. LIABILITIES	17
1. Civil and Criminal Liability	17
2. Liability Under State Law	17
PART III OTHER REQUIREMENTS	18
A. CERTIFIED OPERATOR	18
B. PLACEMENT OF SIGNS	18
C. ADDITION OF WASTE LOADS	18
D. SLUDGE MANAGEMENT PRACTICES.....	19
E. ANTIDEGRADATION	19

PART 1

A. EFFLUENT LIMITATION AND MONITORING REQUIREMENTS

Discharge 001 consists of domestic wastewater from a treatment facility with a design capacity of .05 MGD. The permittee shall monitor and report the following parameters relative to operation of the collection system and treatment system:

Monitoring : All Weather							
Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
51929	Bypass of Treatment Facility	Report	-	occur/mo	Occurrences	Continuous	Monthly Total
51929	Bypass of Treatment Facility	Report	-	gal/mo	Estimate	Continuous	Monthly Total
Monitoring : Dry Weather							
Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
51925	SSO, Dry Weather	Report	-	gal/mo	Estimate	Continuous	Monthly Total
51925	SSO, Dry Weather	Report	-	occur/12 Mo Cumulative Total *	Calculated	Continuous	Total
51925	SSO, Dry Weather	<=	0	occur/mo	Occurrences	Continuous	Monthly Total
51927	Release [Sewer], Dry Weather	Report	-	occur/mo	Occurrences	Continuous	Monthly Total
51927	Release [Sewer], Dry Weather	Report	-	gal/mo	Estimate	Continuous	Monthly Total
Monitoring : Wet Weather							
Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
51926	SSO, Wet Weather	Report	-	gal/mo	Estimate	Continuous	Monthly Total
51926	SSO, Wet Weather	Report	-	occur/12 Mo Cumulative Total *	Calculated	Continuous	Total
51926	SSO, Wet Weather	<=	0	occur/mo	Occurrences	Continuous	Monthly Total
51928	Release [Sewer], Wet Weather	Report	-	occur/mo	Occurrences	Continuous	Monthly Total
51928	Release [Sewer], Wet Weather	Report	-	gal/mo	Estimate	Continuous	Monthly Total

*Limit start date for 12 month cumulative total SSOs should begin 12 months after the permit effective date.

The permittee shall report all instances of releases, overflows and/or bypasses on the Monthly Operating Report (MOR). See Part I.C. for the definition of overflow and Part I.D.1. for reporting requirements.

Discharge 001 shall be limited and monitored by the permittee as specified below:

Description : External Outfall, Number : 001, Monitoring : Effluent Gross, Season : All Year, Limit Set Status : Active							
Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
00300	Oxygen, dissolved (DO)	>=	1.0	mg/L	Grab	Five Per Week	Instantaneous Minimum
00310	BOD, 5-day, 20 C	<=	45	mg/L	Grab	Monthly	Daily Maximum
00310	BOD, 5-day, 20 C	<=	30	mg/L	Grab	Monthly	Monthly Average
00400	pH	>=	6.0	SU	Grab	Two Per Week	Instantaneous Minimum
00400	pH	<=	9.0	SU	Grab	Two Per Week	Instantaneous Maximum
00530	Total Suspended Solids (TSS)	<=	45	mg/L	Grab	Monthly	Daily Maximum
00530	Total Suspended Solids (TSS)	<=	30	mg/L	Grab	Monthly	Monthly Average
00545	Settleable Solids	<=	1.0	mL/L	Grab	Two Per Week	Daily Maximum
50050	Flow	Report	-	MGD	Instantaneous	Five Per Week	Daily Maximum
50050	Flow	Report	-	MGD	Instantaneous	Five Per Week	Monthly Average
50060	Chlorine, Total Residual*	<=	2.0*	mg/L	Grab	Two Per Week	Daily Maximum
51040	E. coli	>=	487	MPN/100mL	Grab	Monthly	Daily Maximum
51040	E. coli	>=	126	MPN/100mL	Grab	Monthly	Monthly Average

- * The effluent is disinfected via ultraviolet radiation. A limit of 2.0 mg/l for residual chlorine will be applied only if chlorine is used for disinfection.

Unless elsewhere specified, summer months are May through October; winter months are November through April.

The acceptable methods for analysis of TRC are any methods specified in Title 40 CFR, Part 136 as amended. The method detection level (MDL) for TRC shall not exceed 0.05 mg/l unless the permittee demonstrates that its MDL is higher. The permittee shall retain the documentation that justifies the higher MDL and have it available for review upon request.

The wastewater discharge must be disinfected to the extent that viable coliform organisms are effectively eliminated. The concentration of the E. coli group after disinfection shall not exceed 126 cfu per 100 ml as the geometric mean calculated on the actual number of samples collected and tested for E. coli within the required reporting period. The permittee may collect more samples than specified as the monitoring frequency. Samples may not be collected at intervals of less than 12 hours. For the purpose of determining the geometric mean, individual samples having an E. coli group concentration of less than one (1) per 100 ml shall be considered as having a concentration of one (1) per 100 ml. In addition, the concentration of the E. coli group in any individual sample shall not exceed a specified maximum amount. A maximum daily limit of 487 colonies per 100 ml applies to lakes and exceptional Tennessee waters. A maximum daily limit of 941 colonies per 100 ml applies to all other recreational waters.

There shall be no distinctly visible solids, scum, foam, oily slick, or the formation of slimes, bottom deposits or sludge banks of such size or character as may be detrimental to fish and aquatic life.

The wastewater discharge must result in no other materials in concentrations sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream.

There shall be no total suspended solids, turbidity or color in such amounts or character that will result in any objectionable appearance to the water, considering the nature and location of the water.

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.

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):

- nearest accessible point after final treatment but prior to actual discharge to or mixing with the receiving waters.

Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated and maintained to ensure that the accuracy of the measurements is consistent with accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than plus or minus 10% from the true discharge rates throughout the range of expected discharge volumes.

2. Test Procedures

- a. Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act, as amended, under which such procedures may be required.

- b. Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136, as amended, promulgated pursuant to Section 304 (h) of the Act.
- c. If the MDLs for all methods available in accordance with 40 CFR 136 are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.
- d. Where the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the discharge monitoring report.
- e. Where necessary, the permittee may request approval of alternate methods or for alternative MDLs and PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs is not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 0400-04-03. Approval of an alternative method is not necessary if the analytical method is in accordance with 40 CFR 136.

3. Sampling Frequency

- a. Where the permit requires sampling and monitoring of a particular effluent characteristic(s) at a frequency of less than once per day or daily, the permittee is precluded from marking the “No Discharge” block on the Discharge Monitoring Report if there has been any discharge from that particular outfall during the period which coincides with the required monitoring frequency; i.e. if the required monitoring frequency is once per month or 1/month, the monitoring period is one month, and if the discharge occurs during only one day in that period then the permittee must sample on that day and report the results of analyses accordingly.

4. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The exact person(s) collecting samples;
- c. The dates and times the analyses were performed;
- d. The person(s) or laboratory who performed the analyses;
- e. The analytical techniques or methods used, and;
- f. The results of all required analyses.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Division of Water Resources.

C. DEFINITIONS

A "**bypass**" is defined as the intentional diversion of waste streams from any portion of a treatment facility.

A "**calendar day**" is defined as the 24-hour period from midnight to midnight or any other 24-hour period that reasonably approximates the midnight to midnight time period.

A "**composite sample**" is a combination of not less than 8 influent or effluent portions, of at least 100 ml, collected over a 24-hour period. Under certain circumstances a lesser time period may be allowed, but in no case, less than 8 hours.

The "**daily maximum concentration**" is a limitation on the average concentration in units of mass per volume (e.g. milligrams per liter), of the discharge during any calendar day. When a proportional-to-flow composite sampling device is used, the daily concentration is the concentration of that 24-hour composite; when other sampling means are used, the daily concentration is the arithmetic mean of the concentrations of equal volume samples collected during any calendar day or sampling period.

"**Discharge**" or "discharge of a pollutant" refers to the addition of pollutants to waters from a source.

A "**dry weather overflow**" is a type of sanitary sewer overflow and is defined as one day or any portion of a day in which unpermitted discharge of wastewater from the collection or treatment system other than through the permitted outfall occurs and is not directly related to a rainfall event. Discharges from more than one point within a 24-hour period shall be counted as separate overflows.

The "**geometric mean**" of any set of values is the n^{th} root of the product of the individual values where "n" is equal to the number of individual values. The geometric mean is equivalent to the antilog of the arithmetic mean of the logarithms of the individual values. For the purposes of calculating the geometric mean, values of zero (0) shall be considered to be one (1).

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

The "**instantaneous maximum concentration**" is a limitation on the concentration, in milligrams per liter, of any pollutant contained in the wastewater discharge determined from a grab sample taken from the discharge at any point in time.

The "**instantaneous minimum concentration**" is the minimum allowable concentration, in milligrams per liter, of a pollutant parameter contained in the wastewater discharge determined from a grab sample taken from the discharge at any point in time.

The "**monthly average amount**", is the arithmetic mean of all the measured daily discharges by weight during the calendar month when the measurements were made.

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 “**one week period**” (or “**calendar-week**”) is defined as the period from Sunday through Saturday. For reporting purposes, a calendar week that contains a change of month shall be considered part of the latter month.

“**Pollutant**” means sewage, industrial wastes, or other wastes.

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.

A “**rainfall event**” is defined as any occurrence of rain, preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more. Instances of rainfall occurring within 10 hours of each other will be considered a single rainfall event.

A “**rationale**” (or “**fact sheet**”) is a document that is prepared when drafting an NPDES permit or permit action. It provides the technical, regulatory and administrative basis for an agency’s permit decision.

A “**release**” is the flow of sewage from any portion of the collection or transmission system owned or operated by the permittee other than through permitted outfalls that does not add pollutants to waters. In addition, a “release” includes a backup into a building or private property that is caused by blockages, flow conditions, or other malfunctions originating in the collection and transmission system owned or operated by the permittee. A “release” does not include backups into a building or private property caused by blockages or other malfunctions originating in a private lateral.

A “**sanitary sewer overflow (SSO)**” is defined as an unpermitted discharge of wastewater from the collection or treatment system other than through the permitted outfall.

“**Sewage**” means water-carried waste or discharges from human beings or animals, from residences, public or private buildings, or industrial establishments, or boats, together with such other wastes and ground, surface, storm, or other water as may be present.

“**Severe property damage**” when used to consider the allowance of a bypass or SSO means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass or SSO. Severe property damage does not mean economic loss caused by delays in production.

“**Sewerage system**” means the conduits, sewers, and all devices and appurtenances by means of which sewage and other waste is collected, pumped, treated, or disposed.

“**Sludge**” or “**sewage sludge**” is solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment processes; and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works.

“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.

The term, ***“washout”*** is applicable to activated sludge plants and is defined as loss of mixed liquor suspended solids (MLSS) of 30.00% or more from the aeration basin(s).

“Waters” means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

The ***“weekly average amount”***, shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.

The ***“weekly average concentration”***, is the arithmetic mean of all the composite samples collected in a one-week period. The permittee must report the highest weekly average in the one-month period.

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded monthly and submitted monthly using Monthly Operation Report Forms (MOR) supplied by the Division of Water Resources. 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. Monthly Operation Reports and any communication regarding compliance with the conditions of this permit must be sent to:

**Attention: Division of Water Resources
Columbia Environmental Field Office
1421 Hampshire Pike
Columbia, TN 38401**

The first MOR is due on the 15th of the month following permit effectiveness.

Monthly Operation Report must be signed and certified by a responsible corporate officer, as defined at 40 CFR 122.22, or a general partner or proprietor, or a principal municipal executive officer or ranking elected officer, or a duly authorized representative. Such authorization must be submitted in writing and must explain the duties and responsibilities of the authorized representative.

A summary report of known instances of sanitary sewer overflows, releases, and bypasses shall be reported on the MOR. The report must contain the date(s), estimated duration in hours, estimated quantity of wastewater in gallons, and if applicable, the receiving stream for each instance of sanitary sewer overflow, release, or bypass. For each sanitary sewer overflow and release, the report

shall identify (using the permittee's naming conventions) the next downstream pump station. For each sanitary sewer overflow, the report shall also identify whether it was a dry weather overflow.

The report must also detail activities undertaken during the reporting period to correct the reported sanitary sewer overflows and releases.

On the MOR, the permittee must separately report: the total number of sanitary sewer overflows for the reporting month and the cumulative total for the previous 12 months; the total number of dry-weather overflows for the reporting month and the cumulative total for the previous 12 months; the total number of releases for the reporting month; and the total number of bypasses for the reporting month. On the MOR, sanitary sewer overflows are coded "SSO, Dry Weather and SSO, Wet Weather" and releases are coded "Release [Sewer], Dry Weather and Release [Sewer], Wet Weather." Estimated total monthly volume for each type of event will be reported as gallons per month. Each release due to improper operation or maintenance shall be reported as such. Each discrete location of a sanitary sewer overflow or a release shall be reported as a separate value.

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 above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Monthly Operation Report Form (MOR). Such increased frequency shall also be indicated. The Permittee is also required to perform and report influent and operation tests in accordance with the schedule listed on the Monthly Operation Report/Schedule for Analysis for Package Sewage Treatment Facilities or as developed by the design engineer.

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 309 of the Federal Water Pollution Control Act, as amended, and in Section 69-3-115 of the Tennessee Water Quality Control Act.

4. Reporting Less Than Detection; Reporting Significant Figures

A permit limit may be less than the accepted detection level. If the samples are below the detection level, then report "BDL" or "NODI =B" on the DMRs. The permittee must use the correct detection levels in all analytical testing required in the permit. The required detection levels are listed in the Rules of the Department of Environment and Conservation, Division of Water Resources, Chapter 0400-40-03-.05(8).

For example, if the limit is 0.02 mg/l with a detection level of 0.05 mg/l and detection is shown; 0.05 mg/l must be reported. In contrast, if nothing is detected reporting "BDL" or "NODI =B" is acceptable.

Reported results are to correspond to the number of significant figures (decimal places) set forth in the permit conditions. The permittee shall round values, if allowed by the method of sample analysis, using a uniform rounding convention adopted by the permittee.

E. SCHEDULE OF COMPLIANCE

Full operational level shall be attained from the effective date of this permit.

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, the Regional Administrator of the U.S. Environmental Protection Agency, or their authorized representatives, upon the 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

Except for data determined to be confidential under Section 308 of the Federal Water Pollution Control Act, as amended, 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. As required by the Federal Act, effluent data shall not be considered confidential.

4. Proper Operation and Maintenance

- a. 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.
- b. Dilution water shall not be added to comply with effluent requirements to achieve BCT, BPT, BAT and/or other technology based effluent limitations such as those in State of Tennessee Rule 0400-40-05-.03.

5. Treatment Facility Failure (Industrial Sources)

The permittee, in order to maintain compliance with this permit, shall control production, all discharges or both, upon reduction, loss, or failure of the treatment facility, until the facility is restored or an alternative method of treatment is provided. This requirement applies in such situations as the reduction, loss, or failure of the primary source of power.

6. 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.

7. 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.

8. 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. Notice is required only when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or
- b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1).

2. Permit Modification, Revocation, or Termination

- a. This permit may be modified, revoked and reissued, or terminated for cause as described in 40 CFR 122.62 and 122.64, Federal Register, Volume 49, No. 188 (Wednesday, September 26, 1984), 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.

- c. If any applicable effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established for any toxic pollutant under Section 307(a) of the Federal Water Pollution Control Act, as amended, the Director shall modify or revoke and reissue the permit to conform to the prohibition or to the effluent standard, providing that the effluent standard is more stringent than the limitation in the permit on the toxic pollutant. The permittee shall comply with these effluent standards or prohibitions within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified or revoked and reissued to incorporate the requirement.
- d. The filing of a request by the permittee for a modification, revocation, reissuance, termination, or notification of planned changes or anticipated noncompliance does not halt any permit condition.

3. Change of Ownership

This permit may be transferred to another party (provided there are neither modifications to the facility or its operations, nor any other changes which might affect the permit limits and conditions contained in the permit) 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.

Pursuant to the requirements of 40 CFR 122.61, concerning transfer of ownership, the permittee must provide the following information to the division in their formal notice of intent to transfer ownership: 1) the NPDES permit number of the subject permit; 2) the effective date of the proposed transfer; 3) the name and address of the transferor; 4) the name and address of the transferee; 5) the names of the responsible parties for both the transferor and transferee; 6) a statement that the transferee assumes responsibility for the subject NPDES permit; 7) a statement that the transferor relinquishes responsibility for the subject NPDES permit; 8) the signatures of the responsible parties for both the transferor and transferee pursuant to the requirements of 40 CFR 122.22(a), "Signatories to permit applications"; and, 9) a statement regarding any proposed modifications to the facility, its operations, or any other changes which might affect the permit limits and conditions contained in 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**

All discharges shall be consistent with the terms and conditions of this permit. Any permit noncompliance constitutes a violation of applicable State and Federal 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 Division of Water Resources in the appropriate 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 environmental response team.)

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless the Director on a case-by-case basis waives this requirement. 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 noncomplying 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 Monthly 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. Sanitary sewer overflows, including dry-weather overflows, are prohibited.

- b. The permittee shall operate the collection system so as to avoid sanitary sewer overflows and releases due to improper operation or maintenance. A “release” may be due to improper operation or maintenance of the collection system or may be due to other cause(s). Releases caused by improper operation or maintenance of the permittee’s collection and transmission system are prohibited.
- c. The permittee shall take all reasonable steps to minimize any adverse impact associated with overflows and releases.
- d. No new or additional flows shall be added upstream of any point in the collection or transmission system that experiences greater than 5 sanitary sewer overflows and/or releases per year¹ or would otherwise overload any portion of the system. 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 or release 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. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.
- e. In the event that chronic sanitary sewer overflows or releases have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium 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;

¹ This includes dry weather overflows, wet weather overflows, dry weather releases and wet weather releases.

- 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. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b. Bypasses are prohibited unless all of the following three (3) conditions are met:
 - i. The bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There are not feasible alternatives to bypass, such as the construction and use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment down-time or preventative maintenance;
 - iii. The permittee submits notice of an unanticipated bypass to the Division of Water Resources in the appropriate Environmental Field Office within 24 hours of becoming aware of the bypass (if this information is provided orally, a written submission must be provided within five days). When the need for the bypass is foreseeable, prior notification shall be submitted to the Director, if possible, at least ten (10) days before the date of the bypass.

- c. Bypasses not exceeding permit limitations are allowed **only** if the bypass is necessary for essential maintenance to assure efficient operation. All other bypasses are prohibited. Allowable bypasses not exceeding limitations are not subject to the reporting requirements of 6.b.iii, above.

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 Monthly operation report. Each day of a washout is a separate violation.

D. LIABILITIES

1. Civil and Criminal Liability

Except as provided in permit conditions or "***Bypass,***" "***Overflow,***" "***Upset,***" "***Diversion,***" and "***Treatment Facility Failures,***" 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 or the Federal Water Pollution Control Act, as amended.

PART III OTHER REQUIREMENTS

A. CERTIFIED OPERATOR

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

B. PLACEMENT OF SIGNS

Within sixty (60) days of the effective date of this permit, the permittee shall place and maintain a sign at each overflow/release point in the collection system. For the purposes of this requirement, any point that has had a total of five (5) or more overflows plus releases in the last year must be so posted. The permittee shall place and maintain a sign at each outfall. The sign(s) should be clearly visible to the public from the bank and the receiving stream. 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 and have a white background with black letters.

The sign(s) are to provide notice to the public as to the nature of the discharge and in the case of the permitted outfalls, that the discharge is regulated by the Tennessee Department of Environment and Conservation, Division of Water Resources. The following is given as an example of the minimal amount of information that must be included on the sign:

Unpermitted release/overflow point:

**UNTREATED WASTEWATER DISCHARGE POINT
Limestone Water Utility Operating Company, LLC
Chapel Woods Subdivision STP
(931) 309-3513
NPDES Permit NO. TN0062073
TENNESSEE DIVISION OF WATER RESOURCES
1-888-891-8332 ENVIRONMENTAL FIELD OFFICE - Columbia**

NPDES Permitted Sanitary Outfall:

**TREATED SANITARY WASTEWATER
Limestone Water Utility Operating Company, LLC
Chapel Woods Subdivision STP
(931) 309-3513
NPDES Permit NO. TN0062073
TENNESSEE DIVISION OF WATER RESOURCES
1-888-891-8332 ENVIRONMENTAL FIELD OFFICE - Columbia**

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.

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. SLUDGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of 40 CFR Part 503. If the sludge is transported to another POTW for disposal, the permittee shall note on the monthly operation report the amount of sludge wasted in gallons, % solids of sludge wasted and the name of the facility to which the sludge was taken.

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 ensure that the treatment plant will comply with the discharge requirements of this permit.

E. ANTIDegradation

Pursuant to the Rules of the Tennessee Department of Environment and Conservation, Chapter 0400-40-03-.06, titled "Tennessee Antidegradation Statement," which prohibits the degradation of high quality surface waters and the increased discharges of substances that cause or contribute to impairment, the permittee shall further be required, pursuant to the terms and conditions of this permit, to comply with the effluent limitations and schedules of compliance required to implement applicable water quality standards, to comply with a State Water Quality Plan or other state or federal laws or regulations, or where practicable, to comply with a standard permitting no discharge of pollutants.

RATIONALE SHEET**NPDES PERMIT No. TN0062073****Permit Writer: WDM****I. DISCHARGER**

NAME: Chapel Woods Homeowners Association
Chapel Woods STP

REPRESENTATIVE: Mr. William Pegram

LOCATION: Chapel Hill, COUNTY: Marshall, PHONE NUMBER: 931- 309-3513

WASTEWATER:

Discharge number: 001 type: Domestic

WATERSHED: Duck-Upper

HUC: 06040002

Average design flow: .05 MGD

PRESENT TREATMENT: Septic tank effluent gravity collection and a three-cell, anaerobic upflow reactor operated in parallel in conjunction with recirculation through a nitrification tower. Disinfecting is by ultraviolet radiation and chlorination with dechlorination. Solids are returned to the anaerobic reactor and periodic transfer to a POTW for disposal.

STATUS: Reissuance

CERTIFIED OPERATOR GRADES: STP: I; CS: I; Date Rated: NA. Rating Defined by Rule

II. RECEIVING WATERS

STREAM: Duck River at mile 177.5

CLASSIFICATION: Domestic and industrial water supply, fish and aquatic life, recreation, irrigation, livestock watering and wildlife uses

LOW FLOW: 1Q10= 87 CFS = 56 MGD

BASIS OF FLOW CALCULATION: See below.

Low flows on unregulated streams are estimated using guidance from the EPA document *Low Flow Statistics Tools: A How-To Handbook for NPDES Permit Writers*². When sufficient and representative USGS gage data is available, USGS SWToolbox³ is used to analyze the flow data and calculate flow values. Using these low flow values at the gage, the permit writer then determines the flow at the point of discharge using the following equation:

$$Q_{outfall} = Q_{gage} \times \frac{A_{outfall}}{A_{gage}}$$

Where:

Q_{outfall} = Low flow statistic at outfall location
Q_{gage} = Low flow statistic at gage location
A_{outfall} = Area draining to outfall
A_{gage} = Area draining to gage

In the absence of sufficient gage data, the division relies on USGS Streamstats⁴ to calculate low flows statistics.

In this permit, USGS Gage Station #03599500 at Columbia provides sufficient data to characterize the low flow of the receiving stream. Gage data was analyzed with SWToolbox and used to calculate the 1Q10 above via proportioning the drainage areas at the gage and outfall locations.

² https://www.epa.gov/sites/production/files/2018-11/documents/low_flow_stats_tools_handbook.pdf

Released October 2018 (EPA-833-B-18-001).

³ <https://www.usgs.gov/software/swtoolbox-software-information>

⁴ https://www.usgs.gov/mission-areas/water-resources/science/streamstats-streamflow-statistics-and-spatial-analysis-tools?qt-science_center_objects=0#qt-science_center_objects

WATER QUALITY STATUS: According to the division's most recent assessment of water quality, the Duck River at mile 177.5 is considered fully supportive of its designated use classifications.

WATER QUALITY DESIGNATION: Exceptional Tennessee Waters

III. PREVIOUS PERMIT

ISSUANCE: 01-JUL-13

EXPIRATION: 30-JUN-18

PARAMETERS	MONTHLY AVERAGE CONCENTRATION (MG/L)	MAXIMUM CONCENTRATION (MG/L)
BOD ₅	30	45
Total Suspended Solids	30	45
Dissolved Oxygen	1.0 (daily minimum)	
Total Chlorine Residual		2.0 (daily maximum)
<i>E. coli</i>	126. cfu/100 ml	487 cfu/100 ml
Settleable Solids (ml/l)		1.0 (daily maximum)
pH (standard units)	6.0-9.0	
Flow (MGD):		
Effluent	Report	Report

Abbreviated timeline for this activity:

- 08/17/87 TDEC (S. Fishel) approved the sewer system construction drawings as WPN 87-0972 as Walnut Hills Dev in the Caney Creek Utility District;
- 06/30/08 TDEC continued reissue of this NPDES permit under the site name of Chapel Woods STP;
- 07/01/13 TDEC issued the permit in the name of the owner, Chapel Woods Homeowner's Association;
- 10/13/13 Connelly Group, Inc., a for-profit corporation whose principal address is 481 Opossum Ln, Bunnell, FL, 32110, c/o Phillip Edward Zimmerle, purchased the lot containing the STP (Map 025, Parcel 088.00) as well as undeveloped lots in the subdivision;
- 10/24/13 TDEC issued a Notice of Violation, pursuant to a compliance evaluation inspection on 09/26/13, for submitted MORs unsigned, identified equipment that was not functioning and/or in need of repair, and cited the permittee for not complying with failing to maintain a O & M fund, a reserve fund, a financial security, a financial audit and updated association members;
- 11/16/16 The Chapel Woods HOA interred into an Agreement and Indemnity Agreement with the Marshall County Board of Public Utilities enabling discontinue of water service to HOA customers who become delinquent on charges for sewer service;
- 12/11/17 HOA returned back to active business filing status with the Tennessee Secretary of State, # 745123;
- 01/19/18 The EFO-Columbia field verified, with the permittee, that a dye trace of the outfall line did not result in dye trace measurements but nonetheless demonstrated, via a tap into the outfall line at the river, that the outfall line is connected to the effluent pump station;
- 01/25/18 Connelly Group transferred ownership of the lot with the STP to the HOA via warranty deed;
- 02/02/18 Hand-delivered a certificate of deposit in the amount of \$20,000.00 as financial security;

03/29/18 Submitted a complete application for permit renewal.

IV. PROPOSED EFFLUENT LIMITS & RATIONALE

A. NEW CONDITIONS

The conditions under which this permit was issued 01-JUL-13 have changed relative to watershed planning for nutrients and operation of the collection system.

The division is not including nutrient monitoring and reporting at this time in association with its state-wide nutrient reduction effort. Nutrients are naturally occurring and essential components of healthy aquatic systems. Excessive amounts of nutrients, however, can impact water quality. The enrichment of a waterbody with nutrients, called eutrophication, can result in dense, rapidly multiplying growths, or blooms, of algal species and other nuisance aquatic plants. These have potential for negatively impacting the habitat for fish and aquatic life and degrading the water quality for drinking water supply and recreation uses. These impacts can present both locally from an individual activity and much further downstream from the cumulative impact of multiple activities.

The division has developed and begun to implement a draft framework to accomplish long-term nutrient reduction in Tennessee waters. The framework considers impacts from both point and non-point sources of nutrients and recommends reduction goals for both point and non-point sources. This nutrient reduction framework approach is intended to utilize an adaptive management approach in consideration of the facts presenting within a watershed and reevaluation of the effectiveness of progress being made. Regular reassessments of goals and action plans will be conducted by reviewing monitoring data, modeling results and other measures of success.

For small domestic systems who may apply using Form 2E (facilities which do not discharge process wastewater), the division will generally make a conservative estimate and not require effluent monitoring and reporting. This is especially true for discharges whose users would reasonably be accounted for in watershed loading another way (e.g. municipal discharges or the septic systems inherent in nonpoint source loads from urban and agricultural lands). However, effluent characterization may be requested pursuant to T.C.A. § 69-3-107(10) by the division during the permit term or included in a permit action with site-specific rationale for its inclusion. The draft framework may be reviewed on the division's webpage at <http://www.tn.gov/environment/article/wr-ws-tennessee-nutrient-reduction-framework>.

For the purposes of demonstrating proper operation of the collection, transmission and treatment system, the permit treats releases separately from overflows and bypass. State regulations at 0400-40-05-.07(2) establish "standard conditions." These standard conditions include 0400-40-05-.07(2)(n) that sets forth specific language prohibiting sanitary sewer overflows (defined in the regulations as a "discharge") and standard conditions in 0400-40-05-.07(2)(l) and (m) pertaining to bypass. While the regulations prohibit sanitary sewer overflow (i.e., discharges that reach receiving waters) it does not prohibit "releases" that do not reach receiving waters. However, releases that do not reach receiving waters may be indicative of other problems, such as improper operation and maintenance of the sewer system. Whether another violation occurs or whether, for example, there is an unavoidable accident (see, e.g., § 69-3-114(a)), will involve case-specific evaluations. Regardless, the permit assures, without waiving rights to pursue other violations associated with a release, as applicable, that the permittee would, at a minimum be reporting and responding to releases. Any release potentially warrants permittee mitigation of human health risks via direct or indirect contact and demonstrates a hydraulic problem in the system that warrants permittee consideration as part of proper operation and maintenance of the system. When determining if a location experiences chronic sanitary sewer overflows or releases the term "event(s)" includes dry weather overflows, wet weather overflows, dry weather releases and wet weather releases.

Lastly, this permit modifies narrative requirements for the Homeowners Association in Part III of the permit to align with the way the homeowner's association does business. The modified conditions concern the waste water treatment service agreements, customer user manuals and agreement and indemnity agreement with the Marshall County Board of Public Utilities for management of delinquent sewer charges. The language also reflects the current financial security arrangement approved by TDEC.

Other than that, the permit will be reissued with existing permit conditions.

B. TEST METHOD FOR *E. COLI*

Disinfection of wastewater is required to protect the receiving stream from pathogenic microorganisms. *E. Coli* are indicator organisms used as a measure of bacteriological health of a receiving stream and the effectiveness of disinfection.

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136, as amended, promulgated pursuant to Section 304 (h) of the Act.

C. CHLORINATION

The residual chlorine limit is derived using the mass balance formula and the EPA instream protection value of 0.019 mg/l for fish and aquatic life. Applying this formula yields the following calculation:

$$\frac{0.019 (Q_d + Q_s)}{Q_d} = \text{Limit (mg/l)} = \frac{0.019 (0.05 + 56)}{0.05} = 21 \text{ mg/l}$$

where:

$$\begin{array}{rcl} 0.019 & = & \text{instream protection value (acute)} \\ .05 & = & Q_d, \text{ design flow of STP (MGD)} \\ 56 & = & Q_s, \text{ 7Q10 flow of receiving stream (MGD)} \end{array}$$

This calculation shows that the effluent limit of 2.0 mg/L that is based on good operational practices is more stringent than the calculated water-quality based effluent limit. Therefore, the 2.0 mg/L applies.

V. OTHER REQUIREMENTS & CONDITIONS**A. Certified Wastewater Treatment Operator**

The waste treatment facilities shall be operated under the supervision of a Grade I certified wastewater treatment operator in accordance with the Water Environmental Health Act of 1984. Operator grades are under jurisdiction of the Water and Wastewater Operators Certification Board. This NPDES permit is under jurisdiction of the Tennessee Board of Water Quality, Oil and Gas. Operator grades are rated and recommended by the Division of Water Resources pursuant to Rule 0400-49-01 (formerly 1200-05-03) and are included in this fact sheet for reference. The grades are intentionally not specified in the permit so that the operation certification board can authorize changes in grade without conflicting with this permit.

The collection system shall be operated under the supervision of a Grade I certified collection system operator in accordance with the Water Environmental Health Act of 1984.

B. The permittee is required to install a sign notifying the public of its permitted discharge point.

C. PERMIT TERM

This permit is being reissued for 4 years in order to coordinate its reissuance with other permits located within the Duck-Upper Watershed.

VI ANTIDegradation Statement/Water Quality Status

Tennessee's Antidegradation Statement is found in the Rules of the Tennessee Department of Environment and Conservation, Chapter 0400-40-03-.06. It is the purpose of Tennessee's standards to fully protect existing uses of all surface waters as established under the Act.

Stream determinations for this permit action are associated with the waterbody segment identified by the division as segment ID# TN06040002010_1000.

The Department has made a determination of the receiving waters associated with the subject discharge(s) and has found the (stream or river) to be an exceptional Tennessee water. The Duck River from river mile 133 to 179 is USFWS designated Critical Habitat for Cumberlandian Combshell and Purple Bean and is habitat for populations of federal endangered Tan Riffleshell, Birdwing Pearlymussel, and Cumberland Monkeyface, and state threatened Striated Darter, Ashy Darter, Saddled Madtom and Coppercheek Darter. No permanent degradation of water quality above the level of de minimis will be allowed unless the applicant demonstrates to the Department that the degradation is for necessary economic or social development and will not interfere with or become injurious to any existing uses. The specific requirements for this demonstration are described in the Rules of the Tennessee Department of Environment and Conservation, Chapter 0400-40-03-.06(4).

The Department has made a determination of the receiving waters associated with the subject discharge(s) and has found the receiving stream to be an available conditions water. Additionally, this water is fully supporting of its designated uses. The Department has maintained, and shall continue to assess, the water quality of the stream to assure that the water quality is adequate to protect the existing uses of the stream fully, and to assure that there shall be achieved the highest statutory and regulatory requirements for all new and existing point sources and all cost-effective and reasonable best management practices for nonpoint source control.

No TMDLs have been developed and approved for this waterbody segment. The *E. coli* TMDL approved 10/17/18 encompasses a different segment of the Duck River.

The Homeowners' Association does not have any alternative to discharge to the exceptional Tennessee water at this time. Prior to receipt of the permit application, the Homeowners' Association explored the possibility of transferring its waste water treatment operations, inclusive of the discharge, to a public utility or privately-owned public utility but none of those alternatives were successfully negotiated.

VII. COMPLIANCE SCHEDULE SUMMARY

<u>Section</u>	<u>Description</u>
I. D 1	DMR/MOR Reports, monthly
III. B	Placement of Sign(s), within 60 days from the effective date of this permit
III. D	Sludge management practices, monthly

EXHIBIT 8

Tariff

Limestone Water UOC

Wastewater Service Tariff

TRA #1
Rate Schedules

SCHEDULE OF RATES & CHARGES GRASSLAND SERVICE TERRITORY

Residential Monthly Wastewater Service:

1-2 Bedroom	\$42.00
2 Bedroom	\$42.00
3 Bedroom	\$46.50
4 Bedroom	\$52.00
5 Bedroom	\$55.25

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29, or \$10,000.00 whichever is greater.*

SCHEDULE OF RATES & CHARGES HARDEMAN SPRINGS SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

Limestone Water Utility
Operating Company, LLC
1630 Des Peres Rd. Suite 140
St. Louis, MO 63131

Original Sheet # 1-5

Schedule of Rates and Charges
Chapel Woods Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$29 per month

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

Limestone Water UOC

Wastewater Service Tariff

TRA #2
Rules and Regulations

RULES AND REGULATIONS

Statement of Purpose

The general purposes of these rules and regulations are to establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of Limestone Water UOC, LLC.

Definition of Terms

1. Company - The word Company shall mean the Limestone Water UOC, LLC.
2. Engineer - The word Engineer shall mean the consulting engineer of Limestone Water UOC, LLC.
3. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished sewerage services by the Company.
4. Property - The word Property shall mean all facilities owned and operated by the Company.
5. Commission - The word Commission shall mean the Tennessee Regulatory Authority.
6. Sewer – Piping, both gravity and pressure type, not on the customer's property, that collect and transport wastewater, including valves, manholes, access boxes, valve vaults, cleanouts, and other devices on the sewer.
7. Collection lines – See Sewer.
8. Lateral Sewer – The words Lateral Sewer shall mean the piping extending from the Collection lines to the Customer's property line (for customers with gravity only sewer connections) or to the Service Box (for customers with grinder pumps).
9. Service Box – For Customers with grinder pumps, a below ground valve assembly installed at each individual customer's property that connects to the Company's lateral sewer and where the customer's Service line is connected.
10. Service line – For customers with gravity sewer connections, the piping on the Customer's property extending from the Lateral Sewer to the customer's place of business or residence. For customer's with grinder pumps, the piping on the customer's property that connects the Grinder Pump to the Service Box, including the cleanout and connection to the pump.
11. Grinder Pump – The individual grinder pump installed at each residential or non-residential service location that receives and pumps sewage from the customer to the Company's sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring.
12. Residential Service - The words Residential Service shall mean the provision of wastewater service to a customer whose primary use is for the customer's personal dwelling.
13. Commercial Service – The words Commercial Service shall mean the provision of wastewater service to a customer whose primary use is for other than the customer's personal dwelling.

Authorization of Rules and Regulations

Limestone Water UOC, LLC, a corporation organized and engaged in business as a public utility in the State of Tennessee under a transferred Certificate of Convenience and Necessity approved by the Tennessee Regulatory Authority submits the following statement of its rules and regulations.

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewerage Customer of the Company.

Utility Items on Private Property

1. For Customers with gravity connections, the Customer shall own and maintain all piping within the residence or commercial building and exterior piping and Service Line.
2. For Customers with grinder pumps, the Customer shall own and maintain all piping within the residence or commercial building and external piping connecting to the grinder pump. The Company shall maintain the grinder pump and service line and the Customer shall be responsible for the cost of repair and maintenance of the grinder pump and service line. The Customer shall be responsible for furnishing and maintaining electrical power to the grinder pump.

Discontinuance of Service

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth.
2. For misrepresentation in the application.
3. For modifying or repairing any Property of the Company.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For damaging any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.

Non-payment Penalties

A penalty of five (5%) percent of the monthly charge will be due after the 15th day of each month for which a bill has been rendered. After twenty (20) days non-payment after the first day of the month in which the bill is payable, the Company may shut-off the customer's service; provided, however, the Company will give the customer an additional fifteen (15) days' notice before discontinuation. A fee of Ten and No/100 (\$10.00) Dollars will be charged for disconnection and a Fifteen and No/100 (\$15.00) Dollars fee will be charged for re-connection of service, plus the actual cost of remedying any damage to the shut-off valve or other facilities. No service shall be turned on again if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and re-connection fees.

Change in Ownership, Tenancy of Service

A new application and agreement must be made and approved by the Company on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.

Security Deposits

Each new Customer, before connection or re-connection, of the service may be required to make a refundable deposit to secure payment of sewerage bills in an amount double the monthly bill for that particular type of customer.

Engineering Materials and Construction Standards

To be provided upon written request.

Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewerage system.

Additionally, if excessive volumes or high strength of sewage are received, the Company may require the Customer to monitor flow volume in order to adjust the monthly sewer service rate.

Damages

The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. If the Customer fails to repair any such leak, the service may be discontinued until repairs are made.

Inspection

All pipes, valves and fixtures shall be subject to inspection at all reasonable hours by the Company or its duly authorized agent.

In Event of Emergency

The Company shall not be liable to the Customer for interruption of service, or for damages or inconveniences as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company.

Extension Plan

The Company may furnish sewer services to additional property owners. The sewer service charges and tap fees identified in the Company's Tariff do not include costs for constructing new sewers. Any collector and/or lateral sewers required to service such properties shall be constructed at the cost of those parties desiring same, and these sewers shall become the property of the Company, to be credited to the account for contributions in aid of construction.

Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company:

1. A sewer service contract.
2. The application and contract for sewer tap services (when applicable).

Customer Billing Forms

All customer billings shall be on a standard form whether residential, commercial or industrial.

Public Contact

Billing & Plant Operations:
1-855-723-2450

support@limestonewateruoc.com

Tennessee Regulatory Authority Regulations

The utility in its operation shall conform with all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

Returned Checks

Any Customer whose personal check is returned by the bank shall pay the Company an additional fee of \$25.00, which will be clearly indicated on the bill.

Payment Plans

The Company offers each customer the opportunity to resolve any past due balances to avoid “Non-payment Penalties”. Customer may pay a past due bill, including returned check fees and other charges, disconnection and reconnection charges in a payment plan over a three to six-month billing cycle. Customers that desire to take advantage of this plan should submit their written request to the Company’s business office.

If service has been disconnected, service will be reconnected within 2 days of receiving the first payment. The Company will offer one such payment plan within a full calendar year.

In the event that a customer on a payment plan fails to pay a monthly installment as per the terms of the plan and is more than fifteen (15) business days late on any payment, then the customer’s service is subject to disconnection and all past due charges in addition to disconnect/reconnect fees would become due and payable prior to having service restored.

Alternative Address Notification

Customers can provide an alternative address for notification for potential disconnection that will also receive the required notices of disconnection. Customers shall submit alternative notification requests to the Company in writing.

Limestone Water UOC
1630 Des Peres Road
Des Peres MO 63131

SEWER SERVICE CONTRACT

_____Number of Bedrooms _____Square Feet

Responsible Party for paying the bill:

Customer Name _____

Address of Service _____

CITY

STATE

ZIP

Mailing Address (if different) _____

CITY

STATE

ZIP

Phone: Home # _____ Work # _____

Email address: _____

(Limestone Water UOC does not sell or provide customer contact information to third parties.)

Contact Person (if different from Customer) _____

I hereby make application to Limestone Water UOC, LLC for connection with the mains of the sewer system and agree to pay for access, tap and service fees according to prevailing rates as identified in the Company's Tariff.

The Customer understands that the Company will provide a monthly bill to the Customer for sewerage services furnished. A penalty provision of five (5%) percent of the monthly charge applies to all bills after the 15th day of each month for which a bill has been rendered and will give the Company the right to collect such penalty. The failure to pay said bill the 20th day of the month following said bill will give the Company the immediate right to discontinue the furnishing of service, or to enforce a lien against the applicant's property. The Customer understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. If the Customer elects to terminate service, such termination shall be done by written notice to the Company 30 days prior to the requested termination date.

I understand that all service is subject to the rules and regulations of Limestone Water UOC, LLC tariff, which may be amended from time to time and that these rules and regulations are part of this agreement.

Date _____ Signed _____

Contract approved and issued:

Date _____ By _____

Office Use Only:

Account # _____

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Vance L. Broemel, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Vance.Broemel@ag.tn.gov

Karen H. Stachowski, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Karen.Stachowski@ag.tn.gov

This the 10th day of April 2023.



Katherine Barnes