

BUTLER | SNOW

February 22, 2024

Electronically Filed in TPUC Docket Room
on February 22, 2024 at 2:22 p.m.

VIA ELECTRONIC FILING

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: Expedited Joint Application of Limestone Water Utility Operating Company, LLC, and DSH & Associates, LLC, for Approval of the Acquisition of and to Operate the Wastewater System of DSH & Associates, LLC, and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00016

Dear Chairman Hilliard:

Attached for filing please find Limestone Water Utility Operating Company, LLC's *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 Exhibits 1, 2 and 6 are being submitted **UNDER SEAL** as **CONFIDENTIAL** and **PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 1, 2 and 6 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: Doug Hodge, DSH & Associates
Russ Mitten, Limestone Water Utility Operating Company
Karen H. Stachowski, Consumer Advocate Division
Shilina B. Brown, Consumer Advocate Division

*The Pinnacle at Symphony Place
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BUTLER SNOW LLP

86096616.v1

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

IN RE:)
)
EXPEDITED JOINT APPLICATION)
OF LIMESTONE WATER UTILITY)
OPERATING COMPANY, LLC, AND)
DSH & ASSOCIATES, LLC, FOR)
APPROVAL OF THE ACQUISITION)
OF AND TO OPERATE THE)
WASTEWATER SYSTEM OF DSH &)
ASSOCIATES, LLC, AND TO)
TRANSFER OR ISSUE A)
CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)

DOCKET NO. 23-00016

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

On December 26, 2023, 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”), DSH & Associates, LLC (“DSH”), and the Consumer Advocate 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 3, 8, 10, and 13 through 20.² This report is to demonstrate Limestone’s compliance with the Order’s

¹ *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity*, p.14, TPUC Docket No. 23-00016 (Dec. 26, 2023).

² *Id.*, p. 5-8. See also *Stipulation and Settlement Agreement*, p. 3-7, TPUC Docket No. 23-00016 (Sept. 25, 2023).

requirements for all documents that must be filed within 30 days of closing, which occurred on January 23, 2024. Each specific filing requirement has been met as follows:

Paragraph 3. The amount of legal costs, separated by represented party, incurred for this matter **are hereby filed under seal as confidential Exhibit 1 to this report.**

Paragraph 8. A balance sheet and supporting general ledger showing the DSH ending balances and Limestone beginning balances of the assets acquired by Limestone as of the closing date **are hereby filed under seal as confidential Exhibit 2 to this report.**

Paragraph 10. DSH's accounting entries **are hereby filed as Exhibit 3 to this report.**

Paragraph 13. A new tariff substituting Limestone in place of DSH as the service provider **is hereby filed as Exhibit 4 to this report.**

Paragraph 14. A bond compliant with the Commission's financial security rules **is hereby filed as Exhibit 5 to this report.**

Paragraph 15. 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 DSH system or customers served by that system **are hereby filed under seal and marked as confidential Exhibit 6 to the report.**

Paragraph 16. A copy of the recorded deed(s) for land where DSH's facilities are located and recorded easements in Limestone's name for all the land and ownership rights for any and all access **is hereby filed as Exhibit 7 to the report.**

Paragraph 17. 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 as Exhibit 8 to this report.**

Paragraph 18. A copy of the final executed Assignment of Rights Agreement **is hereby filed as Exhibit 9 to this report.**

Paragraph 19. The State Operating Permit “Request for Transfer” letter for the current permit **is hereby filed as Exhibit 10 to the report.** The Order required this document to be filed within 30 days of issuance, which occurred on January 23, 2024.

Paragraph 20. Copies of maps and engineering designs for the wastewater systems **will be filed within thirty (30) days of completion,** as required by the Order.

Therefore, Limestone has complied with the requirement in the Order that certain documents be filed within 30 days of closing and/or issuance.

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

Legal Costs

PUBLIC VERSION

EXHIBIT 2

Balance Sheet

EXHIBIT 3

DSH's Accounting Entries

TENNESSEE PUBLIC UTILITY COMMISSION
STATEMENT OF GROSS EARNINGS AND COMPUTATION OF INSPECTION FEE
DUE DATE: April 1, 2022

COMPANY ID #: 129107
COMPANY NAME: DSH & Associates, L.L.C.

State the gross receipts from all sources of the utility for the calendar year per T.C.A. § 65-4-303:

Energy & Water Gross Receipts IN TENNESSEE:

Gas Revenues	\$ -
Electric Revenues	\$ -
Water Revenues	\$ -
Wastewater Revenues	\$ 52,482.00
Miscellaneous	\$ -

TOTAL TENNESSEE INTRASTATE GROSS RECEIPTS \$ 52,482.00

COMPUTATION OF FEE

1. Tennessee Intrastate Gross Receipts	\$ 52,482.00
2. Less Exemption	\$ (5,000)
3. Net Tennessee Gross Receipts (Line 1 minus Line 2)	\$ 47,482
4. Computed Fee (Line 3 x 0.425%)	\$ 201.80
5. <u>TOTAL INSPECTION FEE</u> (THE GREATER OF LINE 4 OR \$100)	\$ 201.80

NOTE: A PENALTY OF 10% PER MONTH OR FRACTION THEREOF, PURSUANT TO T.C.A. § 65-4-308, WILL BE ASSESSED FOR LATE PAYMENT IF NOT PAID ON OR BEFORE APRIL 1st.

I attest that I have the authority to submit this form on behalf of the regulated entity and that the figures above accurately state the gross receipts from all sources of the utility in Tennessee for the Calendar Year 2021.

NAME: David Hodge
(Please Print)

SIGNATURE: [Signature]

TITLE: President

TELEPHONE: 865-755-8066

DATE: 3/22/22

EMAIL: dhodge@dshassociates.com

2021

AREA FOR INTERNAL USE ONLY

Please remit form to:
Tennessee Public Utility Commission
502 Deaderick St. 4th Floor
Nashville, TN 37243

Post Marked ___/___/___

unknown printer (check your Control Pa

DSH & Associates, LLC
2099 Thunderhead Road, Suite 204
Knoxville, TN 37922
865-755-8066

Branch Banking and Trust Company
7709 S. Northshore Drive
Knoxville, TN 37919
87-816/642

1332

3/22/22

PAY TO THE
ORDER OF

TN Public Utility Commission

\$ 201.⁵²

DOLLARS

10 PROTECTED AGAINST FRAUD 10



MEMO

Walden Estate Fee

W. J. B. H. M.

⑈001332⑈ ⑆064208165⑆0000118546180⑈

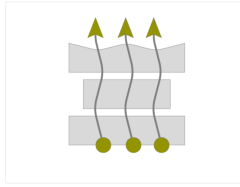
DSH & Associates, LLC

1332

DSH & Associates, LLC

1332

PAYMENT
RECORD



DSH & Associates, LLC
Engineering/Construction/Utility Services

March 22, 2022

Lisa Foust
Tennessee Regulatory Authority
Utilities Division
502 Deaderick Street
4th Floor
Nashville, TN 37243
Lisa.Foust@tn.gov

**SUBJECT: 2021 DSH & Associates, LLC Annual Report
Waste Water**

COMPANY ID: 129107

Dear Ms. Foust,

Please find enclosed:

- DSH 2021 Annual Report (Appendix I)
- Status of Escrow Account for 2021 (Appendix II)
- Proof of Financial Security (Appendix III)

DSH 2021 Annual Report:

Attached in appendix I is DSH's Annual report for 2021 that follows TRA's template found on your Web Page.

Status of Escrow Account for 2021:

DSH collected both residential and commercial escrow funds totaling \$9,347.56. As noted in the Annual report, DSH spent \$2,338.98 on replacement equipment and repair work. As of March 31, 2019, the escrow account balance is \$24,778.76 as noted in the below listed table and in the escrow bank account statement in Appendix II.

**Escrow Equipment Account Transaction
Summary**

Date	Description		Acct Balance
1/1/2022	Begin year balance	\$ -	\$ 34,858.79
3/22/2022	2021 Collected Escrow Deposit - Residential	\$ 983.22	\$ 35,842.01
3/22/2022	2021 Collected Escrow Deposit - Commercial	\$ 10,562.25	\$ 46,404.26
3/22/2022	Payment to DSH for repair work in 2021	\$ (-3,679)	\$ 42,725.26

Proof of Financial Security for 2022:

Appendix II contains the sign surety.

Let me know if you require additional information.

Sincerely,



***Douglas S. Hodge, Ph.D., PMP
Manager***

DSH & Associates, LLC
2099 Thunderhead Road, suite 204
Knoxville, TN 37910
Operations Manager
P: 865-755-8066/F: 866-480-5943
dhodge@dshassociates.com

Appendix I

DSH 2021 Annual Report

STATE OF TENNESSEE

COUNTY OF Knoxville

We the undersigned
and
of

Doug Halge

DSH & Associates, LLC

on our oath do severally say that the foregoing return has been prepared,
under our direction, from the original books, papers and records of said
utility; that we have carefully examined the same, and declare the same to be
a correct statement of the business and affairs of said utility for the period
covered by the return in respect to each and every matter and thing therein
set forth, to the best of our knowledge, information and belief.

D. S. Halge

(Chief Officer)

D. S. Halge

(Officer in charge of accounts)

Subscribed and sworn to before me this 22nd
day of March, 2022.

Notary Public, Kelly D. Buckner County, Knox
My commission will expire 4/4/2022.

(Seal)



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Name of Respondent	This Report is:		Date of Report	Year of Report	
DSH & Associates, LLC	(1) <input checked="" type="checkbox"/> An Original		(Mo, Da, Yr)		
	(2) <input type="checkbox"/> A Resubmission		3/25/22	2021	
INCOME STATEMENT					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential		-	4,164	-	4,164
Commercial		-	48,318	-	48,318
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Late Fees		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Gross Revenue		-	52,482	-	52,482
Operation & Maint. Expense	W3/S3	-	32,010	-	32,010
Depreciation Expense	F-5	-	-	-	-
Amortization Expense		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Taxes Other Than Income	F-7	-	5,127	-	5,127
Income Taxes	F-7	-	-	-	-
Total Operating Expenses		-	37,137	-	37,137
Net Operating Income		-	15,345	-	15,345
Other Income:					
Nonutility Income		-	33,638,988	-	33,638,988
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Income		-	33,638,988	-	33,638,988
Other Deductions:					
Misc. Nonutility Expenses		-	33,266,729	-	33,266,729
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Deductions		-	33,266,729	-	33,266,729
Net Income		-	387,604	-	387,604

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
COMPARATIVE BALANCE SHEET			
Account Name (a)	Ref Page (b)	Current Year (c)	Previous Year (d)
ASSETS			
Utility Plant in Service (101-105)	F5/W1/S1	137,557	137,557
Accum. Depreciation and Amortization (108)	F5/W2/S2	0	0
Net Utility Plant		137,557	137,557
Cash		550,344	355,603
Customer Accounts Receivable (141)		1,111,009	72,667
Office Furniture & Equipment		304,308	16,934
Construction in Progress		0	244,147
Other Plant and Misc Equipment		11,343	11,343
Other Assets (Please Specify)		0	0
Total Assets		2,114,561	838,251
LIABILITIES AND CAPITAL			
Common Stock Issued (201)	F-6	0	0
Preferred Stock Issued (204)	F-6	0	0
Other Paid-In Capital (211)		0	0
Retained Earnings (215)	F-6	0	58,010
Capital (Proprietary & Partnership-218)	F-6	870,816	150,535
Total Capital		870,816	208,545
Long-Term Debt (224)	F-6	0	0
Accounts Payable (231)		0	0
Notes Payable (232)		0	0
Customer Deposits (235)		0	0
Accrued Taxes (236)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Advances for Construction		0	0
Contributions In Aid Of Const.-Net (271-2)	F-8	137,557	137,557
Total Liabilities		137,557	137,557
Total Liabilities & Capital		1,008,373	346,102

Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
NET UTILITY PLANT				
Plant Accounts (101-107) Inclusive (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Utility Plant in Service (101)	0	137,557	0	137,557
Construction Work in Progress (105)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Total Utility Plant	0	137,557	0	137,557
ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT				
Account 108 (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Balance First of Year	0	0	0	0
Credits During Year:				
Accruals charged to Depreciation Account	0	0	0	0
Salvage	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Total Credits	0	0	0	0
Debits During Year:				
Book/Historical Cost of Plant Retired	0	0	0	0
Cost of Removal	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Total Debits	0	0	0	0
Balance End of Year	0	0	0	0

Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
CAPITAL STOCK (201 - 204)			
(a)	Common Stock (b)	Preferred Stock (c)	
Par or stated value per share	-	-	
Shares Authorized	-	-	
Shares issued and outstanding	-	-	
Total par value of stock issued	-	-	
Dividends declared per share for year	0	0	
RETAINED EARNINGS (215)			
(a)	Appropriated (b)	Unappropriated (c)	
Balance first of year	-	-	
Changes during year NET INCOME/ (NET LOSS)	-	387,604	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	387,604	
PROPRIETARY CAPITAL (218)			
(a)	Proprietor (b)	Partner (c)	
Balance first of year	-	-	
Changes during year (Please Specify)	-	194,741	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	194,741	
LONG-TERM DEBT (224)			
Obligation including Issue & Maturity Dates (a)	NONE	Interest Rate (b)	Year End Balance (c)
Debt #1		0.00%	-
Debt #2		0.00%	-
Debt #3		0.00%	-
Debt #4		0.00%	-
Debt #5		0.00%	-
Debt #6		0.00%	-
Debt #7		0.00%	-
Debt #8		0.00%	-
Debt #9		0.00%	-
Debt #10		0.00%	-
Debt #11		0.00%	-
Debt #12		0.00%	-
Total Long-Term Debt			0

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Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
CONTRIBUTIONS IN AID OF CONSTRUCTION (271)			
Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year	-	-	-
Add Credits During Year	-	137,557	137,557
Less Charges During Year	-	-	-
Balance End of Year	0	137,557	137,557
Less Accumulated Amortization	-	-	-
Net Contributions in Aid of Construction	0	137,557	137,557
ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)			
Report below all developers or contractors agreements from which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Contractor or Developer #1		-	-
Contractor or Developer #2		-	-
Contractor or Developer #3		-	-
Contractor or Developer #4		-	-
Contractor or Developer #5		-	-
Contractor or Developer #6		-	-
Contractor or Developer #7		-	-
Contractor or Developer #8		-	-
Contractor or Developer #9		-	-
Contractor or Developer #10		-	-
Contractor or Developer #11		-	-
Contractor or Developer #12		-	-
Contractor or Developer #13		-	-
Contractor or Developer #14		-	-
Contractor or Developer #15		-	-
Contractor or Developer #16		-	-
Contractor or Developer #17		-	-
Contractor or Developer #18		-	-
Contractor or Developer #19		-	-
Contractor or Developer #20		-	-
Contractor or Developer #21		-	-
Contractor or Developer #22		-	-
Contractor or Developer #23		-	-
Contractor or Developer #24		-	-
Contractor or Developer #25		-	-
Contractor or Developer #26		-	-
Contractor or Developer #27		-	-
Contractor or Developer #28		-	-
Contractor or Developer #29		-	-
Contractor or Developer #30		-	-
Total Credits During Year		0	0

Name of Respondent DSH & Associates, LLC		This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 3/25/22
SEWER UTILITY PLANT ACCOUNTS					
Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	-	-	-	-
352	Franchises	-	-	-	-
353	Land & Land Rights	-	-	-	-
354	Structures & Improvements	-	-	-	-
360	Collection Sewers - Force	-	-	-	-
361	Collection Sewers - Gravity	-	-	-	-
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	-	-	-	-
364	Flow Measuring Devices	-	-	-	-
365	Flow Measuring Installations	-	-	-	-
370	Receiving Wells	-	-	-	-
371	Pumping Equipment	-	-	-	-
380	Treatment & Disposal Equipment	-	-	-	-
381	Plant Sewers	-	-	-	-
382	Outfall Sewer Lines	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	-	-	-
390	Office Furniture & Equipment	-	-	-	-
391	Transportation Equipment	-	-	-	-
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	-	-	-	-
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	-	-	-
396	Communication Equipment	-	-	-	-
397	Miscellaneous Equipment	-	-	-	-
398	Other Tangible Plant	-	-	-	-
	Total Sewer Plant	-	-	-	-

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Name of Respondent DSH & Associates, LLC					This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - SEWER								
Account Number (a)	Account (b)	Average Service Life in Years (c)	Average Salvage Value in Percent (d)	Depreciation Rate Applied* (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accumulated Depreciation Balance End of Year (i)
354	Structures & Improvements	-	0.00%	0.00%	-	-	-	-
360	Collection Sewers - Force	-	0.00%	0.00%	-	-	-	-
361	Collection Sewers - Gravity	-	0.00%	0.00%	-	-	-	-
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	-	0.00%	0.00%	-	-	-	-
364	Flow Measuring Devices	-	0.00%	0.00%	-	-	-	-
365	Flow Measuring Installations	-	0.00%	0.00%	-	-	-	-
370	Receiving Wells	-	0.00%	0.00%	-	-	-	-
371	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
380	Treatment & Disposal Equipment	-	0.00%	0.00%	-	-	-	-
381	Plant Sewers	-	0.00%	0.00%	-	-	-	-
382	Outfall Sewer Lines	-	0.00%	0.00%	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
390	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
391	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
394	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
395	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
396	Communication Equipment	-	0.00%	0.00%	-	-	-	-
397	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
398	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
Totals					0	0	0	0
*State basis used for percentages used in schedule.								

S-2

Name of Respondent	This Report is:	Date of Report	Year of Report	
DSH & Associates, LLC	(1) <u>X</u> An Original (2) <u> </u> A Resubmission	(Mo, Da, Yr) 3/25/22	2021	
SEWER OPERATION & MAINTENANCE EXPENSE			N/A	
Acct No.	Description (a)	Amount (b)		
701	Salaries & Wages - Employees	8,400		
703	Salaries & Wages - Officers, Directors & Stockholders	-		
704	Employee Pensions & Benefits	-		
710	Purchased Sewage Treatment	-		
711	Sludge Removal Expense	-		
715	Purchased Power	4,474		
716	Fuel for Power Production	-		
718	Chemicals	-		
720	Materials & Supplies	5,414		
730	Contractual Services	8,875		
740	Rents	-		
750	Transportation Expense	-		
755	Insurance Expense	4,204		
765	Regulatory Commission Expense	162		
770	Bad Debt Expense	-		
775	Miscellaneous Expenses	-		
Total Sewer Operation & Maintenance Expense		31,529		
SEWER CUSTOMERS				
Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	-	-	-	-
3/4 Inch	-	-	-	-
1.0 Inch	49	3	-	52
1.5 Inch	-	-	-	-
2.0 Inch	-	-	-	-
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Access Fee only	3	-	-	3
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	-	-	-	-
Total Customers	52	3	0	55

S-4

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u> X </u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
PUMPING EQUIPMENT			
Description*** (a)	Lift Station #1 (b)	Lift Station #2 (c)	Lift Station #3 (d)
Make, Model, or Type of Pump	Orenco x 2	Orenco x 2	
Year Installed	2007	2021	
Rated Capacity (GPM)	40	40	
Size (HP)	3	3	
Power (Electric/Mechanical)	3 PH	3 PH	
Make, Model or Type of Motor	PF3030-3HP	PF3030-3HP	
SERVICE CONNECTIONS			
Description*** (a)	Service Connection #1 (b)	Service Connection #2 (c)	Service Connection #3 (d)
Size (Inches)	1		
Type (PVC, VCP, etc)	PVC		
Average Length (Feet)	50		
Connections-Beginning of Year	49	-	-
Connections-Added during Year	3	-	-
Connection-Retired during Year	-	-	-
Connections-End of Year	52	0	0
Number of Inactive Connections	-	-	-
COLLECTING MAINS, FORCE MAINS, & MANHOLES			
Description (a)	Collecting Mains (b)	Force Mains (c)	Manholes (d)
Size (Inches)	1	4	3-ft-dia
Type	PVC	PVC	Fiberglass
Length/Number-Beginning of Year	1,350	5,170	1
Length/Number-Added During Year	-	-	-
Length/Number-Retired During Year	-	-	-
Length/Number-End of Year	1350	5170	1

***If more space is needed to list equipment please attach additional sheets as necessary.

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
TREATMENT PLANT				
Description*** (a)	Treatment Facility #1 (b)	Treatment Facility #2 (c)	Treatment Facility #3 (d)	Treatment Facility #4 (e)
Manufacturer	Orengo			
Type	Textile			
Steel or Concrete	Fiberglass			
Total Capacity	16,000 gpd			
Average Daily Flow	10680 gpd			
Effluent Disposal	Drip Field			
Total Gallons of Sewage Treated	3,627,661 gals			
MASTER LIFT STATION PUMPS				
Description*** (a)	Master Pump #1 (b)	Master Pump #2 (c)	Master Pump #3 (d)	Master Pump #4 (e)
Manufacturer	Orengo	Orengo	Orengo	Orengo
Capacity (GPM)	40	40	40	40
Size (HP)	3	3	3	3
Power (Electric/Mechanical)	3-PH	3-PH	3-PH	3-PH
Make, Model, or Type of Motor	PF3030-3HP	PF3030-3HP	PF3030-3HP	PF3030-3HP
OTHER SEWER SYSTEM INFORMATION				
Present Number of Equivalent Residential Customer's * being served				45.7179477
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve				62
Estimated Annual Increase in Equivalent Residential Customers *				8.13
* Equivalent Residential Customers = (Total Gallons Treated / 365 Days) / 275 Gallons Per Day Total Gallons Treated includes both sewage treated and purchased sewage treatment.				
State any plans and estimated completion dates for any enlargements of this system: <u>No current plans.</u>				
If the present systems do not meet environmental requirements, please submit the following: A. An evaluation of the present plant or plants in regard to meeting the requirements. B. Plans for funding and construction of the required upgrading. C. The date construction will begin.				
What is the percent of the certificated area that have service connections installed? 50.00%				

***If more space is needed to list equipment please attach additional sheets as necessary.

W-1

Name of Respondent DSH & Associates, LLC		This Report is: (1) <u> X </u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
WATER UTILITY PLANT ACCOUNTS					
Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	-	-	-	0
302	Franchises	-	-	-	0
303	Land & Land Rights	-	-	-	0
304	Structures & Improvements	-	-	-	0
305	Collecting & Impounding Reservoirs	-	-	-	0
306	Lake, River & Other Intakes	-	-	-	0
307	Wells & Springs	-	-	-	0
308	Infiltration Galleries & Tunnels	-	-	-	0
309	Supply Mains	-	-	-	0
310	Power Generation Equipment	-	-	-	0
311	Pumping Equipment	-	-	-	0
320	Water Treatment Equipment	-	-	-	0
330	Distribution Reservoirs & Standpipes	-	-	-	0
331	Transmission & Distribution Mains	-	-	-	0
333	Services	-	-	-	0
334	Meters & Meter Installations	-	-	-	0
335	Hydrants	-	-	-	0
339	Other Plant & Miscellaneous Equipment	-	-	-	0
340	Office Furniture & Equipment	-	-	-	0
341	Transportation Equipment	-	-	-	0
342	Stores Equipment	-	-	-	0
343	Tools, Shop & Garage Equipment	-	-	-	0
344	Laboratory Equipment	-	-	-	0
345	Power Operated Equipment	-	-	-	0
346	Communication Equipment	-	-	-	0
347	Miscellaneous Equipment	-	-	-	0
348	Other Tangible Plant	-	-	-	0
	Total Water Plant	0	0	0	0

Name of Respondent DSH & Associates, LLC					This Report is: (1) _X_ An Original (2) A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER								
Account Number (a)	Account (b)	Average Service Life in Years (c)	Average Salvage Value in Percent (d)	Depreciation Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accumulated Depreciation Balance End of Year (i)
304	Structures & Improvements	-	0.00%	0.00%	-	-	-	-
305	Collecting & Impounding Reservoirs	-	0.00%	0.00%	-	-	-	-
306	Lake, River & Other Intakes	-	0.00%	0.00%	-	-	-	-
307	Wells & Springs	-	0.00%	0.00%	-	-	-	-
308	Infiltration Galleries & Tunnels	-	0.00%	0.00%	-	-	-	-
309	Supply Mains	-	0.00%	0.00%	-	-	-	-
310	Power Generating Equipment	-	0.00%	0.00%	-	-	-	-
311	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
320	Water Treatment Equipment	-	0.00%	0.00%	-	-	-	-
330	Distribution Reservoirs & Standpipes	-	0.00%	0.00%	-	-	-	-
331	Transmission & Distribution Mains	-	0.00%	0.00%	-	-	-	-
333	Services	-	0.00%	0.00%	-	-	-	-
334	Meter & Meter Installations	-	0.00%	0.00%	-	-	-	-
335	Hydrants	-	0.00%	0.00%	-	-	-	-
339	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
340	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
341	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
342	Stores Equipment	-	0.00%	0.00%	-	-	-	-
343	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
344	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
345	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
346	Communication Equipment	-	0.00%	0.00%	-	-	-	-
347	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
Totals					-	-	-	-
*State basis used for percatages used in schedule.								

Name of Respondent DSH & Associates, LLC		This Report is: (1) <u> X </u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
WATER OPERATION & MAINTENANCE EXPENSE					
Acct No.	Description (a)	Amount (b)			
601	Salaries & Wages - Employees	-			
603	Salaries & Wages - Officers, Directors & Stockholders	-			
604	Employee Pensions & Benefits	-			
610	Purchased Water	-			
615	Purchased Power	-			
616	Fuel for Power Production	-			
618	Chemicals	-			
620	Materials & Supplies	-			
630	Contractual Services	-			
640	Rents	-			
650	Transportation Expense	-			
655	Insurance Expense	-			
665	Regulatory Commission Expense	-			
670	Bad Debt Expense	-			
672	Miscellaneous Expenses	-			
Total Water Operation & Maintenance Expense		0			
WATER CUSTOMERS					
Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)	
Metered Customers:					
5/8 Inch	-	-	-	-	
3/4 Inch	-	-	-	-	
1.0 Inch	-	-	-	-	
1.5 Inch	-	-	-	-	
2.0 Inch	-	-	-	-	
2.5 Inch	-	-	-	-	
3.0 Inch	-	-	-	-	
4.0 Inch	-	-	-	-	
6.0 Inch	-	-	-	-	
8.0 Inch	-	-	-	-	
Other (Please Specify)	-	-	-	-	
Other (Please Specify)	-	-	-	-	
Other (Please Specify)	-	-	-	-	
Unmetered Customers	-	-	-	-	
Total Customers	0	0	0	0	

W-4

[illegible]

(1) Please state measurement of units sold (i. e. gallons).

Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021	
WELLS AND WELL PUMPS				
Description*** (a)	Well #1 (b)	Well #2 (c)	Well #3 (d)	Well #4 (e)
Year Constructed				
Type of Well Construction				
Type of Well Casing				
Depth of Well (Feet)				
Diameter of Well (Feet)				
Pumping Capacity (GPM)				
Motor Size (HP)				
Yields of Well (GPD)				
Auxiliary Power				
RESERVOIRS				
Description*** (a)	Reservoir #1 (b)	Reservoir #2 (c)	Reservoir #3 (d)	Reservoir #4 (e)
Construction (Steel, Concrete, Pneumatic)				
Capacity (Gallons)				
Ground or Elevated				
HIGH SERVICE PUMPING				
Motor Description*** (a)	Motor #1 (b)	Motor #2 (c)	Motor #3 (d)	Motor #4 (e)
Manufacturer				
Type				
Rated Horsepower				
Pump Description*** (a)	Pump #1 (b)	Pump #2 (c)	Pump #3 (d)	Pump #4 (e)
Manufacturer				
Type				
Capacity in Gallons per Minute				
Average Number of Hours Operated Per Day				
Auxiliary Power				

***If more space is needed to list equipment please attach additional sheets as necessary.

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 3/25/22	Year of Report 2021
--	--	--	-------------------------------

SOURCE OF SUPPLY

List for each source of supply:

Description	Source #1	Source #2	Source #3	Source #4
Gallons per day of source				
Type of Source				

WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type				
Make				
Gallons per day capacity				
Method of Measurement				

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility.

Present Equivalent Residential Customer's * now being served	
Maximum Equivalent Residential Customer's * that the system can efficiently serve	
Estimated annual increase in Equivalent Residential Customers *	
* Equivalent Residential Customer= (Total Gallons Sold / 365 days) / 350 Gallons Per Day	

List fire fighting facilities and capacities:

List percent of certificated area where service connections are installed

What are the current needs and plans for system upgrading and/or expansion

State the name and address of any engineers that plans for system upgrading and/or expansion have been discussed with

Name of Respondent	This Report is:	Date of Report	Year of Report
DSH & Associates, LLC	(1) <u>X</u> An Original (2) <u> </u> A Resubmission	(Mo, Da, Yr) <u>3/25/22</u>	2021
SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT			
Rate Base			
Additions:			
Plant In Service			
Construction Work in Progress			
Property Held For Future Use			
Materials & Supplies			
Working Capital Allowance			
Other Additions - Common Plant Alloc from Parent Company			
Other Additions (Please Specify)			
Total Additions to Rate Base		0	
Deductions:			
Accumulated Depreciation			
Accumulated Deferred Income Taxes			
Pre 1971 Unamortized Investment Tax Credit			
Customer Deposits			
Contributions in Aid of Construction			
Other Deductions (Please Specify)			
Other Deductions (Please Specify)			
Total Deductions to Rate Base		0	
Rate Base		0	
Adjusted Net Operating Income			
Operating Revenues:			
Residential		4,164	
Commercial		48,318	
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other		0	
Total Operating Revenues		52,482	
Operating Expenses:			
Operation		37,137	
Depreciation			
Amortization			
Taxes Other Than Income Taxes			
Income Taxes			
Total Operating Expense		37,137	
Net Operating Income		15,345	
Other (Please Specify)			
Other (Please Specify)			
Adjusted Net Operating Income		15,345	
Rate of Return (Line 49 / Line 25)		0.00%	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.			

Company Name:	DSH & Associates, LLC
Report Period:	2021
Report Date:	3/25/22

BALANCE SHEET:	Amount for 1st Reference	Amount for 2nd Reference	Difference
1. Line 10 on F4, col. "C" agrees w/line 16 on F5, col. "F".	137,557	137,557	0
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	137,557	-	137,557
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	-	-	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. I & 30, S2, col. I	-	-	0
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	-	-	0
6. Line 28 on F4, col. "C" agrees w/line 10 on F6, col. "C".	-	-	0
7. Line 30 on F4, col. "C" agrees w/line 24 on F6, cols. "B" & "C".	-	387,604	(387,604)
8. Line 31 on F4, col. "C" agrees w/line 37 on F6, cols. "B" & "C".	870,816	194,741	676,074
9. Line 37 on F4, col. "C" agrees w/line 55 on F6, col. "C".	-	-	0
10. Line 41 on F4, col. "C" agrees w/line 32 on F7, col. "E"	-	-	0
11. Line 48 on F4, col. "C" agrees w/line 13 on F8, col. "D"	137,557	137,557	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	137,557	-	137,557

Appendix II




Status of Escrow Account for 2021

Lakeside Equipment Escrow 1921

\$36,383.68

Available Balance as of 03/22/22

Recent

Date	Status	Description	Check/Serial #	Credits	Debits
Pending					
03/22/22	 Pending	BUSINESS ONLINE TRANSFER - TRANSFER FROM CHECKING- 0000116954265 03-22-22		\$983.22	
03/22/22	 Pending	BUSINESS ONLINE TRANSFER - TRANSFER FROM CHECKING- 0000116954265 03-22-22		\$10,562.25	
03/22/22	 Pending	BUSINESS ONLINE TRANSFER - TRANSFER TO CHECKING- 0000116954265 03-22-22			-\$3,679.00
Apr 08, 2021				Posted Balance: \$28,517.21	
04/08/2021		TRANSFER TO CHECKING *****4265 04-08-21 BB&T BUSINESS ONLINE TRANSFER			-\$6,341.58
Apr 06, 2021				Posted Balance: \$34,858.79	
04/06/2021		TRANSFER FROM CHECKING *****4265 04-06-21 BB&T BUSINESS ONLINE TRANSFER		\$9,037.36	
		TRANSFER FROM CHECKING *****4265			

04/06/2021

04-06-21 BB&T BUSINESS ONLINE
TRANSFER

\$1,044.67

[View statements](#) for transactions made before 04/06/21

Daily Posted Balance: The posted balance after nightly processing is completed. Please note that transactions are paid from your Available Balance according to our posting order, and that the Available Balance may be different than your Daily Posted Balance. **Important:** The Daily Posted Balance does not reflect all pending transactions and fees and should not be used to determine how overdraft fees were assessed.

Appendix III

Proof of Financial Security

THE
CINCINNATI
INSURANCE COMPANY

BILLING NOTICE

CINCINNATI FINANCIAL CENTER® P.O. BOX 145496® CINCINNATI, OHIO 45250

BOND NUMBER	ST. TERR. AGENCY	RENEWAL PERIOD	DESCRIPTION	RENEWAL PREMIUM
1213887	41 3 068	01/31/2021 THRU 01/31/2022	FINANCIAL GUARANTEE	\$1,300.00

ATHENS INSURANCE
P O BOX 809
ATHENS TN 37371

PRINCIPAL OR INSURED

DSH & ASSOCIATES
2099 THUNDERHEAD RD STE 204
KNOXVILLE TN 37922

RENEWAL INSTRUCTIONS

BOND IS CONTINUOUS UNTIL A FULLY COMPLETED, SIGNED AND DATED RELEASE FROM THE OBLIGEE IS RECEIVED IN THE HOME OFFICE.

REMARKS

RECEIVED

DEC 23 2020

ATHENS INSURANCE

NOTE: FOR CANCELLATION, PLEASE HAVE APPLICABLE RELEASE COMPLETED, SIGNED AND RETURNED TO HOME OFFICE BOND DEPT.

COURT BOND RELEASE

To the Cincinnati Insurance Company

The case of _____

vs. _____ was settled on _____

_____, and the cost have been paid.

Date _____ By _____

Judge/Clerk

Clerk of _____

Court of _____

PUBLIC OFFICIAL BOND RELEASE

To the Cincinnati Insurance Company

_____, whose official bond

was signed by your Company, ceased serving on _____

_____ in the capacity for which he was bonded,

and his successor has duly qualified for said office.

Date _____ BY _____

Title _____

(MUST BE SIGNED BY A DULY AUTHORIZED OFFICIAL)

BOND RELEASE (MISCELLANEOUS)

The Cincinnati Insurance Company Cincinnati, Ohio

Gentlemen:

You are informed that your Bond No. _____, on

behalf of _____

in favor of _____

covering _____

may be cancelled as of _____,

because _____.

Date _____ Obligor _____

Title _____

FIDELITY BOND RELEASE

The Cincinnati Insurance Company

Please discontinue, from and after _____,

your fidelity bond on behalf of _____

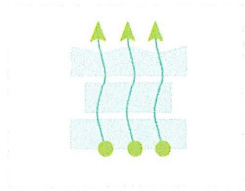
_____, in favor of the undersigned.

Date _____ By _____

Title _____

To be signed by employer. If a corporation,

must be signed by duly authorized officer.



DSH & Associates, LLC
Engineering/Construction/Utility Services

June 6, 2023

Lisa Foust
Tennessee Regulatory Authority
Utilities Division
502 Deaderick Street
4th Floor
Nashville, TN 37243
Lisa.Foust@tn.gov

**SUBJECT: 2022 DSH & Associates, LLC Annual Report
Waste Water**

COMPANY ID: 129107

Dear Ms. Foust,

We received comments from Patsy Fulton on our annual report dated, March 22, 2022. Based on those comments, we have revised our annual report. All revised pages are attached and include:

- DSH 2022 Annual Report (Appendix I)
- Status of Escrow Account for 2022 (Appendix II)
- Proof of Financial Security (Appendix III)

DSH 2021 Annual Report:

Attached in appendix I is DSH's Annual report for 2022 that follows TRA's template found on your Web Page.

Status of Escrow Account for 2022:

DSH collected both residential and commercial escrow funds totaling \$9,930.78. As noted in the Annual report, DSH spent \$35,684.41 on replacement equipment and repair work. As of June 7, 2023, the escrow account balance is \$10,629.67 as noted in the below listed table and in the escrow bank account statement in Appendix II.

**Escrow Equipment Account Transaction
Summary**

Date	Description		Acct Balance
1/1/23	Begin year balance	\$ -	\$36,383.68
3/2/23	Payment to DSH for repair work in 2022	(\$34,250)	\$2,133.68
3/22/22	2022 Collected Escrow Deposit - Commercial	\$9,315.89	\$11,449.57
3/22/22	2022 Collected Escrow Deposit - Residential	\$614.51	\$12,064.08
6/7/23	Correction to repair work for 2022	(\$1,434)	\$10,629.67

Proof of Financial Security for 2023:

Appendix II contains the sign surety.

Let me know if you require additional information.

Sincerely,



**Douglas S. Hodge, Ph.D., PMP
Manager**

DSH & Associates, LLC
2099 Thunderhead Road, suite 204
Knoxville, TN 37910
Operations Manager
P: 865-755-8066/F: 866-480-5943
dhodge@dshassociates.com

Appendix I

DSH 2022 Annual Report

TENNESSEE PUBLIC UTILITY COMMISSION
STATEMENT OF GROSS EARNINGS AND COMPUTATION OF INSPECTION FEE
DUE DATE: April 1, 2023

COMPANY ID #: 129107
 COMPANY NAME: DSH & Associates, L.L.C.

State the gross receipts from all sources of the utility for the calendar year per T.C.A. § 65-4-303:

Energy & Water Gross Receipts IN TENNESSEE:

Gas Revenues	\$ -
Electric Revenues	\$ -
Water Revenues	\$ -
Wastewater Revenues	\$ 45,236.00
Miscellaneous	\$ -

TOTAL TENNESSEE INTRASTATE GROSS RECEIPTS **\$ 45,236.00**

COMPUTATION OF FEE

1. Tennessee Intrastate Gross Receipts	\$ 45,236.00
2. Less Exemption	\$ (5,000)
3. Net Tennessee Gross Receipts (Line 1 minus Line 2)	\$ 40,236
4. Computed Fee (Line 3 x 0.425%)	\$ 171.00
5. <u>TOTAL INSPECTION FEE</u> (THE GREATER OF LINE 4 OR \$100)	\$ 171.00

NOTE: A PENALTY OF 10% PER MONTH OR FRACTION THEREOF, PURSUANT TO T.C.A. § 65-4-308, WILL BE ASSESSED FOR LATE PAYMENT IF NOT PAID ON OR BEFORE APRIL 1st.

I attest that I have the authority to submit this form on behalf of the regulated entity and that the figures above accurately state the gross receipts from all sources of the utility in Tennessee for the Calendar Year 2022.

NAME: _____ (Please Print)	SIGNATURE: _____
TITLE: _____	TELEPHONE: _____
DATE: _____	EMAIL: _____

AREA FOR INTERNAL USE ONLY

2022

Please remit form to:
 Tennessee Public Utility Commission
 502 Deaderick St. 4th Floor
 Nashville, TN 37243

Post Marked ____/____/____

STATE OF TENNESSEE

COUNTY OF Knoxville

We the undersigned _____
and _____
of _____

[Signature]
[Signature]
DDA & Associates, LLC

on our oath do severally say that the foregoing return has been prepared,
under our direction, from the original books, papers and records of said
utility; that we have carefully examined the same, and declare the same to be
a correct statement of the business and affairs of said utility for the period
covered by the return in respect to each and every matter and thing therein
set forth, to the best of our knowledge, information and belief.

[Signature]
.....
(Chief Officer)
[Signature]
.....
(Officer in charge of accounts)

Subscribed and sworn to before me this 7th
day of June, 2023
Notary Public, Kelly D. Buckner County, Knox
My commission will expire April 7, 2026
.....
(Seal)

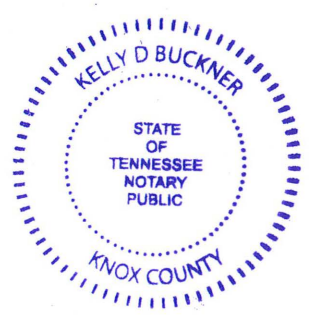


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Name of Respondent		This Report is:		Date of Report	Year of Report
DSH & Associates, LLC		(1) <input checked="" type="checkbox"/> An Original		(Mo, Da, Yr)	
		(2) <input type="checkbox"/> A Resubmission		6/7/23	2022
INCOME STATEMENT					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential		-	3,354	-	3,354
Commercial		-	41,882	-	41,882
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Late Fees		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Gross Revenue		-	45,236	-	45,236
Operation & Maint. Expense	W3/S3	-	28,009	-	28,009
Depreciation Expense	F-5	-	-	-	-
Amortization Expense		-	-	-	-
Other Expense (Repair)		-	30,000	-	30,000
Other Expense (Equipment)		-	5,684	-	5,684
Taxes Other Than Income	F-7	-	828	-	828
Income Taxes	F-7	-	-	-	-
Total Operating Expenses		-	64,521	-	64,521
Net Operating Income		-	(19,285)	-	(19,285)
Other Income:					
Nonutility Income		-	4,857,968	-	4,857,968
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Income		-	4,857,968	-	4,857,968
Other Deductions:					
Misc. Nonutility Expenses		-	4,614,141	-	4,614,141
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Deductions		-	4,614,141	-	4,614,141
Net Income		-	224,542	-	224,542

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Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
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COMPARATIVE BALANCE SHEET

Account Name (a)	Ref Page (b)	Current Year (c)	Previous Year (d)
ASSETS			
Utility Plant in Service (101-105)	F5/W1/S1	90,606	137,557
Accum. Depreciation and Amortization (108)	F5/W2/S2	0	0
Net Utility Plant		90,606	137,557
Cash		142,369	550,344
Customer Accounts Receivable (141)		0	1,111,009
Office Furniture & Equipment		0	304,308
Construction in Progress		0	0
Other Plant and Misc Equipment		0	11,343
Other Assets (Please Specify)		0	0
Total Assets		232,975	2,114,561
LIABILITIES AND CAPITAL			
Common Stock Issued (201)	F-6	0	0
Preferred Stock Issued (204)	F-6	0	0
Other Paid-In Capital (211)		0	0
Retained Earnings (215)	F-6	0	0
Capital (Proprietary & Partnership-218)	F-6	0	870,816
Total Capital		0	870,816
Long-Term Debt (224)	F-6	0	0
Accounts Payable (231)		0	0
Notes Payable (232)		0	0
Customer Deposits (235)		0	0
Accrued Taxes (236)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Advances for Construction		0	0
Contributions In Aid Of Const.-Net (271-2)	F-8	0	137,557
Total Liabilities		0	137,557
Total Liabilities & Capital		0	1,008,373

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
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1	NET UTILITY PLANT				1
2					2
3					3
4	Plant Accounts (101-107) Inclusive	Water	Sewer	Other	Total
5	(a)	(c)	(d)	(e)	(f)
6					
7					
8	Utility Plant in Service (101)	0	90,606	0	90,606
9	Construction Work in Progress (105)	0	0	0	0
10	Other (Please Specify)	0	0	0	0
11	Other (Please Specify)	0	0	0	0
12	Other (Please Specify)	0	0	0	0
13	Other (Please Specify)	0	0	0	0
14	Other (Please Specify)	0	0	0	0
15	Other (Please Specify)	0	0	0	0
16	Total Utility Plant	0	90,606	0	90,606
17					
18					
19					
20					
21					
22	ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT				22
23					23
24					24
25	Account 105	Water	Sewer	Other	Total
26	(a)	(c)	(d)	(e)	(f)
27					
28					
29					
30	Balance First of Year	0	0	0	0
31					
32	Credits During Year:				
33	Accruals charged to Depreciation Account	0	0	0	0
34	Salvage	0	0	0	0
35	Other Credits (Please Specify):	0	0	0	0
36	Other Credits (Please Specify):	0	0	0	0
37	Other Credits (Please Specify):	0	0	0	0
38	Other Credits (Please Specify):	0	0	0	0
39	Total Credits	0	0	0	0
40					
41					
42	Debits During Year:				
43	Book/Historical Cost of Plant Retired	0	0	0	0
44	Cost of Removal	0	0	0	0
45	Other Debits (Please Specify):	0	0	0	0
46	Other Debits (Please Specify):	0	0	0	0
47	Other Debits (Please Specify):	0	0	0	0
48	Other Debits (Please Specify):	0	0	0	0
49	Total Debits	0	0	0	0
50					
51					
52	Balance End of Year	0	0	0	0
53					
54					
55					

Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
CAPITAL STOCK (201 - 204)			
(a)	Common Stock (b)	Preferred Stock (c)	
Par or stated value per share	-	-	
Shares Authorized	-	-	
Shares issued and outstanding	-	-	
Total par value of stock issued	-	-	
Dividends declared per share for year	0	0	
RETAINED EARNINGS (215)			
(a)	Appropriated (b)	Unappropriated (c)	
Balance first of year	-	-	
Changes during year NET INCOME/(NET LOSS)	-	224,542	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	224,542	
PROPRIETARY CAPITAL (218)			
NONE (a)	Proprietor (b)	Partner (c)	
Balance first of year	-	-	
Changes during year (Please Specify)	-	(407,975)	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	(407,975)	
LONG-TERM DEBT (224)			
Obligation including Issue & Maturity Dates (a)	NONE	Interest Rate (b)	Year End Balance (c)
Debt #1		0.00%	-
Debt #2		0.00%	-
Debt #3		0.00%	-
Debt #4		0.00%	-
Debt #5		0.00%	-
Debt #6		0.00%	-
Debt #7		0.00%	-
Debt #8		0.00%	-
Debt #9		0.00%	-
Debt #10		0.00%	-
Debt #11		0.00%	-
Debt #12		0.00%	-
Total Long-Term Debt			0

6	
7	Report all info concerning rate, management, construction, advertising, labor relations, or other professional services rendered to the

Name of Recipient	Amount	Description of Service
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Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
CONTRIBUTIONS IN AID OF CONSTRUCTION (271)			
Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year	-	-	-
Add Credits During Year	-	-	-
Less Charges During Year	-	-	-
Balance End of Year	0	0	0
Less Accumulated Amortization	-	-	-
Net Contributions in Aid of Construction	0	0	0
ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)			
Report below all developers or contractors agreements from which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Contractor or Developer #1		-	-
Contractor or Developer #2		-	-
Contractor or Developer #3		-	-
Contractor or Developer #4		-	-
Contractor or Developer #5		-	-
Contractor or Developer #6		-	-
Contractor or Developer #7		-	-
Contractor or Developer #8		-	-
Contractor or Developer #9		-	-
Contractor or Developer #10		-	-
Contractor or Developer #11		-	-
Contractor or Developer #12		-	-
Contractor or Developer #13		-	-
Contractor or Developer #14		-	-
Contractor or Developer #15		-	-
Contractor or Developer #16		-	-
Contractor or Developer #17		-	-
Contractor or Developer #18		-	-
Contractor or Developer #19		-	-
Contractor or Developer #20		-	-
Contractor or Developer #21		-	-
Contractor or Developer #22		-	-
Contractor or Developer #23		-	-
Contractor or Developer #24		-	-
Contractor or Developer #25		-	-
Contractor or Developer #26		-	-
Contractor or Developer #27		-	-
Contractor or Developer #28		-	-
Contractor or Developer #29		-	-
Contractor or Developer #30		-	-
Total Credits During Year		0	0

Name of Respondent DSH & Associates, LLC		This Report is: (1) <u> X </u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 6/7/23
SEWER UTILITY PLANT ACCOUNTS					
Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	-	-	-	-
352	Franchises	-	-	-	-
353	Land & Land Rights	-	-	-	-
354	Structures & Improvements	-	-	-	-
360	Collection Sewers - Force	-	-	-	-
361	Collection Sewers - Gravity	-	-	-	-
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	-	-	-	-
364	Flow Measuring Devices	-	-	-	-
365	Flow Measuring Installations	-	-	-	-
370	Receiving Wells	-	-	-	-
371	Pumping Equipment	-	-	-	-
380	Treatment & Disposal Equipment	-	-	-	-
381	Plant Sewers	-	-	-	-
382	Outfall Sewer Lines	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	-	-	-
390	Office Furniture & Equipment	-	-	-	-
391	Transportation Equipment	-	-	-	-
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	-	-	-	-
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	-	-	-
396	Communication Equipment	-	-	-	-
397	Miscellaneous Equipment	-	-	-	-
398	Other Tangible Plant	-	-	-	-
	Total Sewer Plant	-	-	-	-

Name of Respondent DSH & Associates, LLC					This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - SEWER								
Account Number (a)	Account (b)	Average Service Life in Years (c)	Average Salvage Value in Percent (d)	Depreciation Rate Applied* (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accumulated Depreciation Balance End of Year (i)
354	Structures & Improvements	-	0.00%	0.00%	-	-	-	-
360	Collection Sewers - Force	-	0.00%	0.00%	-	-	-	-
361	Collection Sewers - Gravity	-	0.00%	0.00%	-	-	-	-
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	-	0.00%	0.00%	-	-	-	-
364	Flow Measuring Devices	-	0.00%	0.00%	-	-	-	-
365	Flow Measuring Installations	-	0.00%	0.00%	-	-	-	-
370	Receiving Wells	-	0.00%	0.00%	-	-	-	-
371	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
380	Treatment & Disposal Equipment	-	0.00%	0.00%	-	-	-	-
381	Plant Sewers	-	0.00%	0.00%	-	-	-	-
382	Outfall Sewer Lines	-	0.00%	0.00%	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
390	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
391	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
394	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
395	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
396	Communication Equipment	-	0.00%	0.00%	-	-	-	-
397	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
398	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
Totals					0	0	0	0
*State basis used for percentages used in schedule.								

Name of Respondent		This Report is:	Date of Report	Year of Report
DSH & Associates, LLC		(1) <u>X</u> An Original (2) <u> </u> A Resubmission	(Mo, Da, Yr) 6/7/23	2022
SEWER OPERATION & MAINTENANCE EXPENSE				N/A
Acct No.	Description (a)	Amount (b)		
701	Salaries & Wages - Employees	11,299		
703	Salaries & Wages - Officers, Directors & Stockholders	-		
704	Employee Pensions & Benefits	-		
710	Purchased Sewage Treatment	-		
711	Sludge Removal Expense	-		
715	Purchased Power	3,226		
716	Fuel for Power Production	-		
718	Chemicals	-		
720	Materials & Supplies	-		
730	Contractual Services	29,010		
740	Rents	-		
750	Transportation Expense	-		
755	Insurance Expense	2,767		
765	Regulatory Commission Expense	-		
770	Bad Debt Expense	-		
775	Miscellaneous Expenses	29,518.22		
Total Sewer Operation & Maintenance Expense		75,820		

SEWER CUSTOMERS				
Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	-	-	-	-
3/4 Inch	-	-	-	-
1.0 Inch	52	4	-	56
1.5 Inch	-	-	-	-
2.0 Inch	-	-	-	-
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Access Fee only	3	-	-	3
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	-	-	-	-
Total Customers	55	4	0	59

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Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
PUMPING EQUIPMENT				
Description*** (a)	Lift Station #1 (b)	Lift Station #2 (c)	Lift Station #3 (d)	Lift Station #4 (e)
Make, Model, or Type of Pump	Oreco x 2	Oreco x 2		
Year Installed	2007	2021		
Rated Capacity (GPM)	40	40		
Size (HP)	5	3		
Power (Electric/Mechanical)	5PH	3 PH		
Make, Model or Type of Motor	PF5030-3HP	PF3030-3HP		
SERVICE CONNECTIONS				
Description*** (a)	Service Connection #1 (b)	Service Connection #2 (c)	Service Connection #3 (d)	Service Connection #4 (e)
Size (Inches)	1			
Type (PVC, VCP, etc)	PVC			
Average Length (Feet)	50			
Connections-Beginning of Year	52	-	-	-
Connections-Added during Year	4	-	-	-
Connection-Retired during Year	-	-	-	-
Connections-End of Year	56	0	0	0
Number of Inactive Connections	-	-	-	-
COLLECTING MAINS, FORCE MAINS, & MANHOLES				
Description (a)	Collecting Mains (b)	Force Mains (c)	Manholes (d)	
Size (Inches)	1	4	3-ft-dia	
Type	PVC	PVC	Fiberglass	
Length/Number-Beginning of Year	1,350	5,170	1	
Length/Number-Added During Year	-	-	-	
Length/Number-Retired During Year	-	-	-	
Length/Number-End of Year	1350	5170	1	

***If more space is needed to list equipment please attach additional sheets as necessary.

Name of Respondent DSH & Associates, LLC		This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
TREATMENT PLANT					
Description*** (a)		Treatment Facility #1 (b)	Treatment Facility #2 (c)	Treatment Facility #3 (d)	Treatment Facility #4 (e)
Manufacturer		Oreco			
Type		Textile			
Steel or Concrete		Fiberglass			
Total Capacity		25,000 gpd			
Average Daily Flow		13094 gpd			
Effluent Disposal		Drip Field			
Total Gallons of Sewage Treated		4,871,103 gals			
MASTER LIFT STATION PUMPS					
Description*** (a)		Master Pump #1 (b)	Master Pump #2 (c)	Master Pump #3 (d)	Master Pump #4 (e)
Manufacturer		Oreco	Oreco	Oreco	Oreco
Capacity (GPM)		40	40	40	40
Size (HP)		5	5	3	3
Power (Electric/Mechanical)		5-PH	5-PH	3-PH	3-PH
Make, Model, or Type of Motor		PF5030-3HP	PF5030-3HP	PF3030-3HP	PF3030-3HP
OTHER SEWER SYSTEM INFORMATION					
Present Number of Equivalent Residential Customer's * being served					48.52904608
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve					90.90909091
Estimated Annual Increase in Equivalent Residential Customers *					2.82
* Equivalent Residential Customers = (Total Gallons Treated / 365 Days) / 275 Gallons Per Day					
Total Gallons Treated includes both sewage treated and purchased sewage treatment.					
State any plans and estimated completion dates for any enlargements of this system:					
<u>Added 4 new drip fields in 2022.</u>					
If the present systems do not meet environmental requirements, please submit the following:					
<u>A. An evaluation of the present plant or plants in regard to meeting the requirements.</u>					
<u>B. Plans for funding and construction of the required upgrading.</u>					
<u>C. The date construction will begin.</u>					
What is the percent of the certificated area that have service connections installed?					
<u>60.00%</u>					

***If more space is needed to list equipment please attach additional sheets as necessary.

W-1

Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
--	--	---	-------------------------------

1	WATER UTILITY PLANT ACCOUNTS					1
2						2
3	Acct.					3
4	No.	Account Name	Previous Year	Additions	Retirements	Current Year
5	(a)	(b)	(c)	(d)	(e)	(f)
6						
7	301	Organization	-	-	-	0
8	302	Franchises	-	-	-	0
9	303	Land & Land Rights	-	-	-	0
10	304	Structures & Improvements	-	-	-	0
11	305	Collecting & Impounding Reservoirs	-	-	-	0
12	306	Lake, River & Other Intakes	-	-	-	0
13	307	Wells & Springs	-	-	-	0
14	308	Infiltration Galleries & Tunnels	-	-	-	0
15	309	Supply Mains	-	-	-	0
16	310	Power Generation Equipment	-	-	-	0
17	311	Pumping Equipment	-	-	-	0
18	320	Water Treatment Equipment	-	-	-	0
19	330	Distribution Reservoirs & Standpipes	-	-	-	0
20	331	Transmission & Distribution Mains	-	-	-	0
21	333	Services	-	-	-	0
22	334	Meters & Meter Installations	-	-	-	0
23	335	Hydrants	-	-	-	0
24	339	Other Plant & Miscellaneous Equipment	-	-	-	0
25	340	Office Furniture & Equipment	-	-	-	0
26	341	Transportation Equipment	-	-	-	0
27	342	Stores Equipment	-	-	-	0
28	343	Tools, Shop & Garage Equipment	-	-	-	0
29	344	Laboratory Equipment	-	-	-	0
30	345	Power Operated Equipment	-	-	-	0
31	346	Communication Equipment	-	-	-	0
32	347	Miscellaneous Equipment	-	-	-	0
33	348	Other Tangible Plant	-	-	-	0
34		Total Water Plant	0	0	0	0
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						

Name of Respondent DSH & Associates, LLC		This Report is: (1) X. An Original (2) A Resubmission		Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022			
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER								
Account Number (a)	Account (b)	Average Service Life in Years (c)	Average Salvage Value in Percent (d)	Depreciation Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accumulated Depreciation Balance End of Year (i)
304	Structures & Improvements	-	0.00%	0.00%	-	-	-	-
305	Collecting & Impounding Reservoirs	-	0.00%	0.00%	-	-	-	-
306	Lake, River & Other Intakes	-	0.00%	0.00%	-	-	-	-
307	Wells & Springs	-	0.00%	0.00%	-	-	-	-
308	Infiltration Galleries & Tunnels	-	0.00%	0.00%	-	-	-	-
309	Supply Mains	-	0.00%	0.00%	-	-	-	-
310	Power Generating Equipment	-	0.00%	0.00%	-	-	-	-
311	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
320	Water Treatment Equipment	-	0.00%	0.00%	-	-	-	-
330	Distribution Reservoirs & Standpipes	-	0.00%	0.00%	-	-	-	-
331	Transmission & Distribution Mains	-	0.00%	0.00%	-	-	-	-
333	Services	-	0.00%	0.00%	-	-	-	-
334	Meter & Meter Installations	-	0.00%	0.00%	-	-	-	-
335	Hydrants	-	0.00%	0.00%	-	-	-	-
339	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
340	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
341	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
342	Stores Equipment	-	0.00%	0.00%	-	-	-	-
343	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
344	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
345	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
346	Communication Equipment	-	0.00%	0.00%	-	-	-	-
347	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
Totals					-	-	-	-
*State basis used for percentages used in schedule.								

Name of Respondent	This Report is:	Date of Report	Year of Report
DSH & Associates, LLC	(1) <u>X</u> An Original (2) <u> </u> A Resubmission	(Mo, Da, Yr) 6/7/23	2022

WATER OPERATION & MAINTENANCE EXPENSE

Acct No.	Description (a)	Amount (b)
601	Salaries & Wages - Employees	-
603	Salaries & Wages - Officers, Directors & Stockholders	-
604	Employee Pensions & Benefits	-
610	Purchased Water	-
615	Purchased Power	-
616	Fuel for Power Production	-
618	Chemicals	-
620	Materials & Supplies	-
630	Contractual Services	-
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	-
672	Miscellaneous Expenses	-
	Total Water Operation & Maintenance Expense	0

WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	-	-	-	-
3/4 Inch	-	-	-	-
1.0 Inch	-	-	-	-
1.5 Inch	-	-	-	-
2.0 Inch	-	-	-	-
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	-	-	-	-
Total Customers	0	0	0	0

W-4

Name of Respondent DSH & Associates, LLC	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
--	--	---	-------------------------------

1	PUMPING AND PURCHASED WATER STATISTICS				1
2					2
3		Water	Water	Total Water	3
4		Purchased for	Pumped from	Pumped and	4
5		Resale	Wells	Purchased	5
6	Description (1)				6
7	(a)	(b)	(c)	(d)	7
8		in thousands	in thousands	in millions	8
9	January	-	-	-	9
10	February	-	-	-	10
11	March	-	-	-	11
12	April	-	-	-	12
13	May	-	-	-	13
14	June	-	-	-	14
15	July	-	-	-	15
16	August	-	-	-	16
17	September	-	-	-	17
18	October	-	-	-	18
19	November	-	-	-	19
20	December	-	-	-	20
21	Total for the Year	-	-	-	21
22					22
23	SALES FOR RESALE				23
24	Indicate below the identity of any utilities or vendors purchasing water for resale.				24
25					25
26					26
27					27
28					28
29					29
30					30
31					31
32					32
33					33
34					34
35					35
36					36
37					37
38					38
39					39
40					40
41					41
42					42
43					43
44					44
45					45
46					46
47					47
48					48
49					49
50					50
51					51
52					52
53					53
54					54
55					55

(1) Please state measurement of units sold (i. e. gallons).

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission		Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
WELLS AND WELL PUMPS				
Description*** (a)	Well #1 (b)	Well #2 (c)	Well #3 (d)	Well #4 (e)
Year Constructed				
Type of Well Construction				
Type of Well Casing				
Depth of Well (Feet)				
Diameter of Well (Feet)				
Pumping Capacity (GPM)				
Motor Size (HP)				
Yields of Well (GPD)				
Auxiliary Power				
RESERVOIRS				
Description*** (a)	Reservoir #1 (b)	Reservoir #2 (c)	Reservoir #3 (d)	Reservoir #4 (e)
Construction (Steel, Concrete, Pneumatic)				
Capacity (Gallons)				
Ground or Elevated				
HIGH SERVICE PUMPING				
Motor Description*** (a)	Motor #1 (b)	Motor #2 (c)	Motor #3 (d)	Motor #4 (e)
Manufacturer				
Type				
Rated Horsepower				
Pump Description*** (a)	Pump #1 (b)	Pump #2 (c)	Pump #3 (d)	Pump #4 (e)
Manufacturer				
Type				
Capacity in Gallons per Minute				
Average Number of Hours Operated Per Day				
Auxiliary Power				

***If more space is needed to list equipment please attach additional sheets as necessary.

Name of Respondent DSH & Associates, LLC	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
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SOURCE OF SUPPLY

List for each source of supply:

Description	Source #1	Source #2	Source #3	Source #4
Gallons per day of source				
Type of Source				

WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type				
Make				
Gallons per day capacity				
Method of Measurement				

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility.

Present Equivalent Residential Customer's * now being served	
Maximum Equivalent Residential Customer's * that the system can efficiently serve	
Estimated annual increase in Equivalent Residential Customers *	
* Equivalent Residential Customer= (Total Gallons Sold / 365 days) / 350 Gallons Per Day	

List fire fighting facilities and capacities:

List percent of certificated area where service connections are installed

What are the current needs and plans for system upgrading and/or expansion

State the name and address of any engineers that plans for system upgrading and/or expansion have been discussed with

Name of Respondent DSH & Associates, LLC		This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 6/7/23	Year of Report 2022
SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT				
Rate Base				
Additions:				
Plant In Service				
Construction Work in Progress				
Property Held For Future Use				
Materials & Supplies				
Working Capital Allowance				
Other Additions - Common Plant Alloc from Parent Company				
Other Additions (Please Specify)				
Total Additions to Rate Base			0	
Deductions:				
Accumulated Depreciation				
Accumulated Deferred Income Taxes				
Pre 1971 Unamortized Investment Tax Credit				
Customer Deposits				
Contributions in Aid of Construction				
Other Deductions (Please Specify)				
Other Deductions (Please Specify)				
Total Deductions to Rate Base			0	
Rate Base			0	
Adjusted Net Operating Income				
Operating Revenues:				
Residential			3,354	
Commercial			41,882	
Industrial				
Public Authorities				
Multiple Family				
Fire Protection				
All Other			0	
Total Operating Revenues			45,236	
Operating Expenses:				
Operation			64,521	
Depreciation				
Amortization				
Taxes Other Than Income Taxes				
Income Taxes				
Total Operating Expense			64,521	
Net Operating Income			(19,285)	
Other (Please Specify)				
Other (Please Specify)				
Adjusted Net Operating Income			(19,285)	
Rate of Return (Line 49 / Line 25)			0.00%	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.				

Company Name:	DSH & Associates, LLC
Report Period:	2022
Report Date:	6/7/23

BALANCE SHEET:

	Amount for 1st Reference	Amount for 2nd Reference	Difference
1. Line 10 on F4, col. "C" agrees w/line 16 on F5, col. "F".	90,606	90,606	0
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	90,606	-	90,606
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	-	-	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. 1 & 30, S2, col. 1	-	-	0
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	-	-	0
6. Line 28 on F4, col. "C" agrees w/line 10 on F6, col. "C".	-	-	0
7. Line 30 on F4, col. "C" agrees w/line 24 on F6, cols. "B" & "C".	-	224,542	(224,542)
8. Line 31 on F4, col. "C" agrees w/line 37 on F6, cols. "B" & "C".	-	(407,975)	407,975
9. Line 37 on F4, col. "C" agrees w/line 55 on F6, col. "C".	-	-	0
10. Line 41 on F4, col. "C" agrees w/line 32 on F7, col. "E"	-	-	0
11. Line 48 on F4, col. "C" agrees w/line 13 on F8, col. "D"	-	-	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	-	-	0

Appendix II

Status of Escrow Account for 2022

Lakeside Equipment Escrow 1921

\$10,629.67

Available Balance as of 06/07/23

Recent		Upcoming			
Date	Status	Description	Check/Serial #	Credits	Debits
Pending					
06/07/23	Pending	TRUIST ONLINE TRANSFER - DEPOSIT TRANSFER			-\$1,434.41
Apr 17, 2023				Posted Balance: \$12,064.08	
04/17/2023	Deposited	ONLINE FROM ***4265 - TRUIST ONLINE TRANSFER		\$9,315.89	
04/17/2023	Deposited	ONLINE FROM ***4265 - TRUIST ONLINE TRANSFER		\$614.51	
Mar 02, 2023				Posted Balance: \$2,133.68	
03/02/2023		ONLINE TO ***6180 - TRUIST ONLINE TRANSFER			-\$34,250.00
Mar 22, 2022				Posted Balance: \$36,383.68	
03/22/2022		TRANSFER TO CHECKING *****4265 03-22-22 BUSINESS ONLINE			-\$3,679.00

TRANSFER			
TRANSFER			
FROM			
CHECKING			
*****426\$			
03/22/2022	Deposited		\$10,562.25
03-22-22			
BUSINESS			
ONLINE			
TRANSFER			
TRANSFER			
FROM			
CHECKING			
*****426\$			
03/22/2022	Deposited		\$983.22
03-22-22			
BUSINESS			
ONLINE			
TRANSFER			
View statements for transactions made before 03/22/22			

Daily Posted Balance: The posted balance after nightly processing is completed. Please note that transactions are paid from your Available Balance according to our posting order, and that the Available Balance may be different than your Daily Posted Balance. Important: The Daily Posted Balance does not reflect all pending transactions and fees and should not be used to determine how overdraft fees were assessed.

Appendix III

Proof of Financial Security

THE
CINCINNATI
INSURANCE COMPANY

BILLING NOTICE

CINCINNATI FINANCIAL CENTER® P.O. BOX 145496 CINCINNATI, OHIO 45250

BOND NUMBER	ST. TERM. AGENCY	RENEWAL PERIOD	DESCRIPTION	RENEWAL PREMIUM
1213887	41 3 068	01/31/2021 THRU 01/31/2022	FINANCIAL GUARANTEE	\$1,300.00

ATHENS INSURANCE
P O BOX 809
ATHENS TN 37371

PRINCIPAL OR INSURED

DSH & ASSOCIATES
2099 THUNDERHEAD RD STE 204
KNOXVILLE TN 37922

RENEWAL INSTRUCTIONS

BOND IS CONTINUOUS UNTIL A FULLY COMPLETED, SIGNED AND DATED RELEASE FROM THE OBLIGEE IS RECEIVED IN THE HOME OFFICE.

REMARKS:

RECEIVED
DEC 23 2020
ATHENS INSURANCE

NOTE: FOR CANCELLATION, PLEASE HAVE APPLICABLE RELEASE COMPLETED, SIGNED AND RETURNED TO HOME OFFICE BOND DEPT.

COURT BOND RELEASE

To the Cincinnati Insurance Company

The case of _____
vs. _____ was settled on
_____, and the cost have been paid.
Date _____ By _____
Judge/Clerk

Clerk of _____
Court of _____

PUBLIC OFFICIAL BOND RELEASE

To the Cincinnati Insurance Company

_____, whose official bond
was signed by your Company, ceased serving on _____
in the capacity for which he was bonded,
and his successor has duly qualified for said office.
Date _____ By _____
Title _____

(MUST BE SIGNED BY A DULY AUTHORIZED OFFICIAL)

BOND RELEASE (MISCELLANEOUS)

The Cincinnati Insurance Company Cincinnati, Ohio
Gentlemen:

You are informed that your Bond No. _____, on
behalf of _____
in favor of _____
covering _____
may be cancelled as of _____,
because _____.
Date _____ Obligor _____
Title _____

FIDELITY BOND RELEASE

The Cincinnati Insurance Company

Please discontinue, from and after _____,
your fidelity bond on behalf of _____
_____, in favor of the undersigned.
Date _____ By _____
Title _____

To be signed by employer. If a corporation,
must be signed by duly authorized officer.

EXHIBIT 4

Tariff

TITLE PAGE

REGULATION AND SCHEDULE OF CHARGES GOVERNING THE PROVISION OF WASTEWATER UTILITY SERVICE TO RESIDENCES AND BUSINESSES WITHIN THE STATE OF TENNESSEE

This tariff contains the descriptions, regulation and rates applicable to the furnishing of wastewater utility service provided by Limestone Water Utility Operating Company, LLC within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority. Copies may be inspected during normal business hours at the Company's principal place of business at **1630 Des Peres Rd, Suite 140, Des Peres, MO 63131**



T.R.A. No. 1

Section 1

Rev. Page 2

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as the date on the bottom of this sheet.

SECTION	SHEET	REVISION	SECTION	SHEET	REVISION
1	1	Original			
1	2	1 st Revised			
1	3	Original			
1	4	Original			
1	5	Original			
1	6	Original			
2	1	Original			
2	2	1 st Revised			
2	3	Original			
2	4	Original			
3	1	Original			
3	2	1 st Revised			
4	1	Original			
4	2	1 st Revised			
4	3	Original			

TABLE OF CONTENTS

Section 1:	Title Page	1
	Check Sheet	2
	Table of Contents	3
	Symbols	4
	Tariff Format	5
	Definitions	6
Section 2:	Rules and Regulations	1
	Standard Contract	4
Section 3:	Residential Sewer Service Territories	1
	Residential Rates/Explanation	2
Section 4:	Commercial Sewer Service Territories	1
	Commercial Rates/Explanation	2

T.R.A. No. 1
Section 1
Orig. Page 4

T.R.A. No. 1
Section 1
Orig. Page 4

SYMBOLS

The following symbols are used for the purposes indicated below:

C	Changed regulations or rate structure
D	Discontinued material
I	An increased rate
M	A move in the location of text
N	A new rate or regulation
R	A reduced rate
S	Reissued material
T	Change in text but no change in rate or regulation

TARIFF FORMAT

A. Sheet numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 12 and 13 would be 12.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the TRA. For example, the 4th revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc., that the TRA follows in its tariff approval process, the most current sheet number on file with the TRA is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i).(1)

D. Check Sheets - When a tariff filing is made with the TRA, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be now other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the TRA.

DEFINITIONS

Certain terms used generally throughout this tariff for the Utility Service of this Company are defined below:

1. Company — Limestone Water Utility Operating Company, LLC
2. Engineer—the consulting engineer of Limestone Water Utility Operating Company, LLC
3. Customer — any person, firm, corporation, association or government unit furnished sewage by the Company.
4. Residential Property — property that is an established residence for a single family that is intended solely for the family's use.
5. Commercial Property — property that is used for commercial, overnight rental or institutional purposes.
6. Facilities — all equipment owned and operated by the Company.
7. TRA — the Tennessee Regulatory Authority.
8. Septic Pump Tank — the tank located near a customer's building which accepts waste and contains a pump vault.
9. Septic Gravity Tank — the septic tank located near a customer's building which accepts waste and contains an effluent filter.
10. Service Line — the line from the Septic Pump/Septic Gravity Tank to a Collector Line.
11. Collector Line —the line from the Service Line to the Main Line.
12. Main Line —the line from the Collector Line to the treatment facility.
13. Building Outfall Line — the customer owned line that carries waste from the building to the Septic Pump Tanks/Septic Gravity Tank.
14. Pumping Station — a tank that contains pumps and receives effluent from Septic Gravity Tanks and/or Collector Lines.
15. Premises — shall mean customer's private property.
16. Service Connection — the point at which the service line to the wastewater system components at the customer's building is connected to the main wastewater collection system.

SECTION 2 RULES AND REGULATIONS

Governing the sewage collection and treatment systems of Limestone Water Utility Operating Company, LLC & Associates (Limestone)

Statement of Purpose

The general purpose of these rules and regulations is:

1. To establish procedures for furnishing sewage collection and treatment services on a uniform basis to customers within the Company's service area.
2. To provide standards and procedures for:
3. Acceptable sewage characteristics
4. Protection of the integrity of the water tight system
5. Engineering design standards
6. Construction standards and inspection requirements
7. Quality of materials

Authorization of Rules and Regulations

Limestone Water Utility Operating Company, LLC is a corporation organized and engaged in business as a public utility in the State of Tennessee. The Company is regulated Under a Certificate of Convenience and Necessity issued the Tennessee Public Service Commission (PSC) July 1, 2011, under Docket No. 11-00020 and subsequent certificates issued by the PSC and the TRA.

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewage system customer of the Company

Utility Facilities on Private Property

The Company shall maintain all septic pump and septic gravity tanks, control systems and service lines required to provide sewer services on the Customer's premises. The Customer must execute an agreement that acknowledges the Company to have a perpetual easement in, over, under and upon the specified land of Customer as shown on the property plat, with the right to operate and repair all components of the sewer system on the Customer's property, including but not limited to the septic tank and septic pump tank systems. The Customer must grant the Company permission to enter upon Customer's property for any reason connected with the provision or removal of sewer service or collection therefore. The Customer must agree to allow the Company to install an approved cut off valve between the house and water supply and grant the Company exclusive rights to use such valve to cut off water in order to safely stop wastewater flow. The Customer's Building and Plumbing outfall line shall be maintained by the Customer.

Discontinuance of Service

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

1. Non-payment of bill as hereinafter set forth below
2. For misrepresentation of application
3. For adding to the property without notice of the Company
4. For tampering any service pipe, tank, control system, filter or any other facilities of the Company in any way whatsoever.
5. For violation of any rules of the Company.
6. For disconnecting or reconnecting service by any party, other than a duly authorized agent of the Company without the consent of the Company.

Non-Payment Penalties

The Customer agrees to promptly pay for service at the then current schedule or rates and fees and agrees to abide by and be subject to the Company's billing and cutoff procedures. Should the Customer not pay in accordance with the Company's rules, the Customer agrees to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.

The non-payment penalty will be \$25 per billing cycle. If payment is not received within fifteen days after the due date, a 2nd

notice will be sent to the customer. If payment is not received within 30 days, service will be turned off from the customer's property as per the Sewer Service Contract Agreement (Attachment 14) executed by the customer with no additional notice being sent. No service shall be reconnected if disconnected for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection fee is \$40. The reconnection fee is \$50 plus all back payments.

Returned Checks

A check returned by the bank will incur a fee of \$25.

Changes in Ownership, Tenancy of Service

A new application and contract must be made and approved by the Company on any change in ownership of property, or tenancy, or in the service as described in the application. In the event of a 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.

Sewer System Access Fee

The owner of each property parcel, which is provided a service connection when the sewer system is built, will be required to pay a sewer access fee of \$120.00 per year. This fee will be payable each July 1st. As each Customer attaches to the Service Connection and signs up for service, they will pay a pro-rated access fee for that year and thereafter the fee will not be charged.

Engineering, Material and Construction Standards

General: This specification covers the type of sewer system required for various design conditions of sewers constructed by developers.

1. The requirements called for are a minimum in all cases. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the design engineer and must be approved by the Company Engineer.
2. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment. Any conflicts between company and state requirements shall be resolved so that the more restrictive shall govern.
3. All sewage collection system components are to be watertight. This includes Building Outfall lines, all tanks, Collector Lines, Service Lines and Main Lines.
4. Collector Lines and Main Lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be watertight.
5. Septic Pump and Septic Gravity Tanks are to be installed near the customer's building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
6. STEP septic tanks must meet the specifications outlined in this document. Size of STEP tanks must be approved by Limestone and will be based on the number of bedrooms in the home and the intended use of the home.
7. All pipe is to be PVC. Classes and sizes will be per Engineer's design and in all cases Schedule 40 will be the minimum allowable.
8. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines and swimming pools shall be connected to the sewer system.

Special Pretreatment Sewage Requirements

For all sewage connections the Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged 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 sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding capacity at the Customer's expense. All customers will be required to follow the Owners User Manual for an effluent collection system supplied to them by the Company (Attachment 1). These requirements prohibit the dumping of any toxic chemicals that kill tank bacteria and disposal of an excessive amount of grease, among other things. All requirements (and notification of repair costs associated with the system abuse) are established in the Customer's Sewer Subscription Contract with the Company.

Damages

The Company shall in no event be responsible for maintaining any Building Outfall Line owned by the Customer, nor for damages created by sewage escaping there from, nor for defects in Customer's building lines or fixtures. The customer shall at all times comply with all regulations of the TRA and of the Company.

All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made. Any customer found introducing prohibited substances into the waste water system is liable to pay the full cost of cleanup and the repair of any damage caused.

Inspection

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

In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company. In case of emergency, call 865-622-2452.

Service Area

The Company will provide service within its current service area. Additions to the service area must be approved by TRA.

Extension Plan

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing sewer systems. The sewer service charges listed in the sewer billing monthly rates do not include costs for constructing extensions to the sewer system. Any sewer system facilities required to service such abutting properties shall be constructed at the cost of those parties desiring same, and these facilities shall become the property of the Company to be credited to the account for Contributions in Aid of Construction. In addition, treatment system facility costs will be paid by the Customer desiring to connect onto the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

Contributions in Aid of Construction

Sewer system facilities furnished by developers and property owners to the Company will be recognized as Contributions in Aid of Construction in the amount of the actual cost of construction. Capital contributions from developers will be treated in like manner.

Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company, a Sewer Subscription Contract.

Customer Billing Forms

Customer billings will be sent monthly or annually to Customers for payment of a flat fee.

Individual Septic Tank and Pump Tank Requirements

Only the configurations listed on the Individual Septic Tank and Pump Tank requirements list may be used. This list may be added to or taken from as needed.

Public Contact

Josiah Cox
1630 Des Peres Rd., Suite 140, Des Peres, MO 63131
314-736-4672

Tennessee Regulatory Authority Regulations

The Company, in its operation, shall conform to all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority. The TRA can be reached by phone at 1-800-342-8359 or 615-741-2904.

SEWER SERVICE CONTRACT**DATE:** _____**PRINTED NAME:** _____**ADDRESS OF PROPERTY:** _____**MAILING ADDRESS:** _____**TELEPHONE NUMBER:** _____**EMAIL ADDRESS:** _____

I hereby make application to Limestone Water Utility Company, LLC (Limestone) for sewer service at the address of property stated above. In consideration of the undertaking on the part of Limestone to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by Limestone. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of Limestone. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the Owners User Manual. Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of Limestone.
2. I acknowledge Limestone, its successors and assigns, have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank and septic pump tank systems. I further grant Limestone permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I agree to promptly pay for service at the then current schedule or rates and fees and agree to abide by and be subject to Limestone's billing and cutoff procedures. Should I not pay in accordance with Limestone's rules, I agree to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.
5. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules as approved by the Tennessee Regulatory Authority.
6. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to Limestone at least thirty (30) days in advance of my vacating the property.
7. I agree to allow Limestone to install an approved cut off valve between the house and water supply and grant Limestone exclusive rights to use such valve to cut off water in order to safely stop wastewater flow.

SUBSCRIBERS SIGNATURE: _____

Limestone Water Utility Operating Company, LLC

Issued: 2/21/2024

Issued by: Josiah Cox, President

Effective Date: January 23, 2024

T.R.A. No. 1

Section 3

Orig. Page 1

SECTION 3

RESIDENTIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TRA Docket #</u>	<u>Rate Class</u>
Lakeside Estates on Norris Lake	Campbell	11-00020	Rate Class 1

RESIDENTIAL RATE SHEET/EXPLANATION

The monthly sewer charge per customer is **\$ 43.37**

<u>FEES:</u>	<u>TOTAL</u>
Non-Payment	5%
STEP System Installation	\$6,000
Tap Fee	3,750/lot
Disconnection	\$ 40.00
Reconnection	\$ 50.00
Returned Check	\$ 25.00
Access Fee	\$120/yr

*Escrow amount is included in total **\$10.24**

** Tap fee is for homes with 3 bedrooms or less

Explanation

FFR.D:	Rate Class I: Standard Base RSF/Fixed Film Reactor Treatment Rate	\$ 30.73
E1:	RSF Escrow Rate	\$ 10.24
B1:	Standard bonding charge of	\$ 2.40
	Total	\$ 43.37

Estimate Tap Fees

Tap Fees for each new unit will be derived based on the number of Bedrooms as listed in the table below:

Daily Flowrate	Number of Bedrooms	Estimated Tap Fee
300	3	\$ 3,750
400	4	\$ 5,000
500	5	\$ 6,250
600	6	\$ 7,500
700	7	\$ 8,750
800	8	\$ 10,000
900	9	\$ 11,250
1000	10	\$ 12,500

STEP System Installation:

- For a 3 bedroom unit/300 gallons per day, STEP systems will be installed for

Limestone Water Utility Operating Company, LLC

Issued: 2/21/2024

Issued by: Josiah Cox, President

Effective Date: January 23, 2024

T.R.A. No. 1

Section 4

Orig. Page 1

SECTION 4

COMMERCIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TRA Docket #</u>
Lakeside Estates on Norris Lake	Campbell	11-00020

COMMERCIAL RATE SHEET Overnight Rental Units

The monthly sewer charge per customer is based on the monthly average daily flow monitored from the unit being served. A minimum of \$68.37 per month will be charged for up to the first 300 gallons per day of average daily flow. (I) For each additional 100 gallons per day of average daily flow, up to a total of 1,000 gallons per day, an additional charge of \$15.00 per month per 100 gallons will be levied. For average daily flows over 1,000 gallons per day, an additional monthly charge of \$156.79 per 1,000 gallons of average daily flow will apply.

COMMERCIAL W/O FOOD	FLOWRATE BETWEEN		TOTAL**	
	(GPD)		(8/1/13)	ESCROW***
Tier 1	0	300	\$ 68.37	\$ 15.95
Tier 2.1	301	400	\$ 83.37	\$ 19.49
Tier 2.2	401	500	\$ 98.37	\$ 23.02
Tier 2.3	501	600	\$ 113.37	\$ 26.56
Tier 2.4	601	700	\$ 128.37	\$ 30.10
Tier 2.5	701	800	\$ 143.37	\$ 33.63
Tier 2.6	801	900	\$ 158.37	\$ 37.17
Tier 2.7	901	1000	\$ 173.37	\$ 40.71
Tier 3.1	1001	2000	\$ 331.32	\$ 77.95
Tier 3.2	2001	3000	\$ 489.27	\$ 115.19
Tier 3.3	3001	4000	\$ 647.22	\$ 152.43
Each additional tier			\$ 156.79	\$ 37.24

Each customer will be billed the minimum monthly charge unless Limestone determines that the customer's measured usage exceeds an average of 300 gallons per day over a thirty day period. Unless otherwise stated in this tariff, measured usage will be based on a customer's actual or estimated usage, averaged over a thirty-day period.

Actual usage may be measured in any of the following ways:

- Effluent flow meter.
- STEP pump. Usage will be measured by multiplying the period of elapsed pumping time shown on the pump times the capacity of the pump.
- In the absence of an effluent flow meter or a STEP pump, usage will be assumed to be equal to the customer's usage of potable water as shown on the customer's potable water meter.

If a customer is charged in excess of the minimum monthly fee, Limestone will measure the customer's actual usage at least once every ninety days using one of the methods described above and display on the customer's statement the usage and measurement method used. In any month in which Limestone does not measure the company's actual usage, the customer's monthly bill will be based on the customer's estimated monthly usage. No less than once every ninety days Limestone will bill (or credit) the customer for any differences between an estimated bill and actual measured usage.

If a customer's usage exceeds the average daily design flow for three consecutive months, the customer may be required to pay any capital costs associated with increasing the capacity of that portion of the system designed and dedicated to serve that customer. For purposes of this section,

T.R.A. No. 1

Section 4

Orig. Page 3

cost to the customer. The notice will also state that if the customer believes that his usage does not meet the criteria described above or that the charge to the customer is unjust and unreasonable, the customer may file a written complaint with the Tennessee Regulatory Authority, located at 460 James Robertson Parkway, Nashville, TN, 37243. Unless the TRA orders otherwise, the filing of a complaint will not delay the proposed construction work but may initiate a proceeding in which the TRA will determine whether, under the terms of this tariff, the customer is responsible for the cost of the construction work.

** Bonding amount of \$2.40 included

*** Escrow amount is included

STEP System Installation:

- For a 3 bedroom unit/300 gallons per day, STEP systems will be installed for \$6,000. If larger STEP systems are required, they will be quoted on an individual basis. The installation of the STEP systems includes a 15% markup by the utility.

Estimate Tap Fees:

Daily Flowrate	Number of Bedrooms	Estimate Tap Fee
300	3	\$3,750.00
400	4	\$5,000.00
500	5	\$6,250.00
600	6	\$7,500.00
700	7	\$8,750.00
800	8	\$10,000.00
900	9	\$11,250.00
1000	10	\$12,500.00

EXHIBIT 5

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.



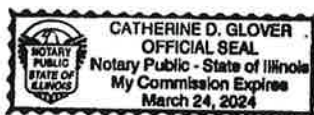
RLI Insurance Company
Contractors Bonding and Insurance Company

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 6

Contracts or Pricing Agreements

EXHIBIT 7

Deed(s)

R BK/PG: W563/265-271
24000285

7 PGS : WARRANTY DEED
 CASSIDY FRANKLIN 130009 - 24000285
 01/26/2024 - 10:15 AM

VALUE	82000.00
MORTGAGE TAX	0.00
TRANSFER TAX	303.40
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	341.40

STATE of TENNESSEE, CAMPBELL COUNTY
BRITTANY FOUST

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 \$82,000.00.

[Signature]
 AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE
 UNDERSIGNED THIS 23 DAY OF JANUARY, 2024

[Signature]
 NOTARY PUBLIC
 COMMISSION EXPIRES 03-03-2026

SEAL

**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
 300 Montvue Road
 Knoxville, TN 37919

NEW OWNER:
 Limestone Water Utility Operating
 Company, LLC
 300 Montvue Road
 Knoxville, TN 37919

GENERAL WARRANTY DEED

This indenture is made and entered into this 23 day of January, 2024 between DSH & ASSOCIATES, LLC, a Tennessee Limited Liability Company (hereinafter referred to as "GRANTOR") and LIMESTONE WATER UTILITY OPERATING COMPANY, LLC (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 for Campbell 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.

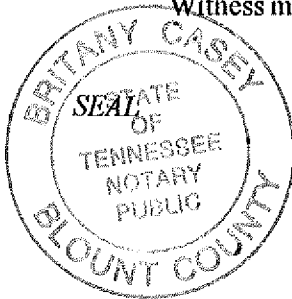
DSH & Associates, LLC, a Tennessee Limited Liability Company

By: 
Douglas S. Hodge, Manager

STATE OF TENNESSEE)
)
COUNTY OF Knox)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Douglas S. Hodge, 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 Manager of DSH & Associates, 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 or herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 22nd day of January, 2024.




NOTARY PUBLIC
COMMISSION EXPIRES: 12-22-2027

EXHIBIT A

The Land is described as follows:

Land in the First (1st) Civil District of Campbell County, Tennessee and being more particularly described as follows:

TRACT ONE:

A Parcel of land being situated in District Number 1, Campbell County, Tennessee, being a part of that DSH & Associates property being described in Warranty Deed Book 470, Page 252, and having bearings based upon Grid North derived from GPS observations and referenced to Tennessee State Plane Coordinate System (NAD 83), with a convergence angle of 01° 08' 30.38" and using grid distances with a combined factor of 0.99999233 (determined at the Point of Beginning) and being more particularly described as follows:

BEGIN at a concrete monument found described as TVA Monument 130-8 located on the south right-of-way of Waterfront Trails said point having grid coordinates of N = 747707.86, E = 2542655.54, marking the common corner with property now formally owned by Minnie Goins (Warranty Deed Book 482, Page 238); thence South 66°48'25" West along said Minnie Goins property line for 788.83 feet to a concrete monument described as TVA Monument 130-7; thence North 32°14'57" West for 237.13 feet to a 1/2" iron pin found; thence South 60°01'31" West for 167.63 feet to a 12" fence post; thence South 38°54'37" West for 950.94 feet to a 1/2" iron pin set at a T-post; thence North 53°56'01" West for 366.90 feet to a 1/2" iron pin found; thence North 68°39'11" West for 492.27 feet to a 1/2" iron pin set; thence North 35°25'41" East for 189.14 feet to a 1/2" iron pin set on the south right-of-way of Waterfront Trails; thence run along said right-of-way for the following calls: North 79°00'26" East for 196.66 feet to a 1/2" iron pin set; thence 142.26 feet along a curve to the right to a 1/2" iron pin set, said curve having a radius of 275.00 feet, a chord bearing of South 86°10'21" East and a chord length of 140.68 feet; thence South 71°21'08" East for 88.11 feet to a 1/2" iron pin set; thence 149.93 feet along a curve to the left to a 1/2" iron pin set, said curve having a radius of 185.00 feet, a chord bearing of North 85°08'37" East and a chord length of 145.86 feet; thence 135.76 feet along a curve to the left to a 1/2" iron pin set, said curve having a radius of 730.50 feet, a chord bearing of North 55°57'13" East and a chord length of 135.57 feet; thence 456.57 feet along a curve to the right to a 1/2" iron pin set, said curve having a radius of 3,475.00 feet, a chord bearing of North 53°32'42" East and a chord length of 456.24 feet; thence 150.48 feet along a curve to the right to a 1/2" iron pin set, said curve having a radius of 425.00 feet, a chord bearing of North 67°27'10" East and chord length of 149.70 feet; thence 201.76 feet along a curve to the left to a 1/2" iron pin set, said curve having a radius of 885.89 feet, a chord bearing of North 71°04'19" East and a chord length of 201.32 feet; thence 197.71 feet along a curve to the right to a 1/2" iron pin set, said curve having a radius of 689.78 feet, a chord bearing of North 71°46'02" East and a chord length of 197.03 feet; thence North 81°18'52" East for 93.10 feet to a 1/2" iron pin set; thence 319.90 feet along a curve to the right, said curve to a 1/2" iron pin set, said curve having a radius of 525.00 feet, a chord bearing of South 81°13'46" East and a chord length of 314.97 feet; thence South 62°45'13" East for 98.13 feet to a 1/2" iron pin set; thence South 67°16'47" East for 207.72 feet back to the Point of Beginning.

Containing 18.38 acres, more or less according to survey by Ronald T. Blackwell, Tennessee RLS #03270, on August 9, 2023.

TRACT TWO:

A Parcel of land being situated in District Number 1, Campbell County, Tennessee, being a part of that DSH & Associates property being described in Warranty Deed Book 470, Page 252, and having bearings based upon Grid North derived from GPS observations and referenced to Tennessee State Plane Coordinate

System (NAD 83), with a convergence angle of 01° 08' 22.13" and using grid distances with a combined factor of 0.99999251 (determined at the Point of Beginning) and being more particularly described as follows:

BEGIN at a concrete monument found described as TVA Monument 130-5, said monument marking the common corner with the property now formally owned by Harvey Miller (Warranty Deed Book 408, Page 786) and the property now formally owned by Tony Sanders (Warranty Deed Book 424, Page 285), said point having grid coordinates of N = 748080.00, E = 2541494.88; thence North 47°37'57" East along the south line of the Sanders property for 144.56 feet to a 1/2" iron pin set at the common corner of the remaining Trimbach Development, LLC property (Warranty Deed Book 443, Page 218); thence along said Trimbach property lines the following calls: South 32°46'28" East for 147.70 feet to a 1/2" iron pin set; thence North 65°59'39" East for 604.25 feet to a 1/2" iron pin set; thence South 28°57'31" East for 538.39 feet to a 1/2" iron pin set on the north right-of-way of Waterfront Trails; thence run along said right-of-way the following calls: North 62°45'13" West for 107.73 feet to a 1/2" iron pin set; thence 350.31 feet along a curve to the left to a 1/2" iron pin set, said curve having a radius of 568.27 feet, a chord bearing of North 81°07'47" West and a chord length of 344.79 feet; thence South 81°18'52" West for 93.67 feet to a 1/2" iron pin set; thence 212.19 feet along a curve to the left to a 1/2" iron pin set, said curve having a radius of 739.78 feet, a chord bearing of South 71°48'27" West and a chord length of 211.46 feet; thence 34.05 feet along a curve to the right to a 1/2" iron pin found (TWC 1788) at the SE corner of Lot C, Plat Cabinet B, Slide 560, said curve having a radius of 835.89 feet, a chord bearing of South 65°44'35" West and a chord length of 34.04 feet; thence leaving said right-of-way run along the east side of said Lot C, also being the east side of that property now formally belonging to Skibum, LLC (Warranty Deed Book 511, Page 595), for the following calls: North 37°53'37" West for 41.73 feet to a 1/2" iron pin set; thence along a curve to the left for 212.92 feet to a 1/2" iron pin set, said curve having a radius of 316.96 feet, a chord bearing of North 55°33'18" West and a chord length of 208.94 feet; thence run North 84°36'08" West for 2.97 feet to a 1/2" iron pin set; thence departing from said Skibum property, thence North 54°20'58" West for 53.49 feet to a 1/2" iron pin set; thence North 82°52'33" West for 37.73 feet to a 1/2" iron pin set; thence South 74°22'18" West for 28.98 feet to a 1/2" iron pin set; thence South 61°06'16" West for 47.45 feet to a 1/2" iron pin set; thence South 46°02'39" West for 79.29 feet to a 1/2" iron pin set; thence South 43°27'15" West for 110.34 feet to a 1/2" iron pin set on the property line now formally belonging to Skibum (Warranty Deed Book 521, Page 429); thence along said Skibum property line North 47°33'21" West for 23.83 feet to a 1/2" iron pin found (Crutchfield); thence continue along said Skibum property line South 65°11'50" West for 74.10 feet to a 1/2" iron pin found (Crutchfield) at the northernmost corner of Lot B, Plat Cabinet B, Slide 560; thence run along the NW line of said Lot B, being the line common to Skibum, LLC (Warranty Deed Book 511, Page 595) South 45°12'01" West for 69.71 feet to a 1/2" iron pin set; thence North 24°58'44" West along said Skibum property line for 131.28 feet to a 1/2" iron pin set on the southern right-of-way of Goins Lake Lane; thence run along said right-of-way for the following calls: Thence North 73°33'46" East for 25.60 feet to a 1/2" iron pin set; thence North 58°56'54" East for 71.92 feet to a 1/2" iron pin set; thence North 47°26'25" East for 71.28 feet to a 1/2" iron pin set; thence North 25°36'50" East for 37.14 feet to a 1/2" iron pin set at the SW corner of that property now formally owned by Harley Miller (Warranty Deed Book 408, Page 786); thence leaving said right-of-way, run North 81°36'56" East along the south line of said Harley Miller property for 283.82 feet back to the Point of Beginning.

Said parcel contains 6.26 acres, more or less according to survey by Ronald T. Blackwell, Tennessee RLS #03270, on August 9, 2023.

Tracts 1 and 2 being a part of the same property conveyed to DSH & Associates, LLC by Warranty Deed from Trimbach Development, LLC dated November 1, 2011 and filed January 23, 2012 in Book W470, Page 252, in the Register's Office of Campbell County, Tennessee.

FOR REFERENCE ONLY: Map & Parcel 095.02

AND:

TRACT THREE (DEED GAP AREA):

A parcel of land being located in the First (1st) Civil District of Campbell County, Tennessee, being a part of Lakeside Estates Phase I as recorded in Cabinet A Slides 541-543, and being more particularly described as follows:

Commencing at a concrete TVA monument 130-5 (TN State Plane Coords. N=748080.01, E=2541494.88), thence run S 22°08'36" E for 99.64 feet to a point on the north line of the SKIBUM, LLC property described in Deed Book W511 Page 595, to and for the Point of Beginning; thence run along the north line of said SKIBUM, LLC property the following calls: run N 84°36'08" W along for 87.71 feet; thence run on a curve to the left for 55.17 feet, said curve having a radius of 88.98 feet and a chord of S 65°46'29" W for 54.29 feet; thence run S 43°57'11" W for 68.48 feet to the SE corner of the SKIBUM, LLC property described in Deed Book 521 Page 429; thence run along the north and east lines of said SKIBUM, LLC property the following calls: run N 30°11'38" W for 9.81 feet; thence run S 47°49'04" W for 119.46 feet; thence run N 47°33'21" W for 7.47 feet to the south line of the DSH & Associates property described in Deed Book W470 Page 252; thence run along the south line of said DSH property the following calls: run N 43°27'15" E for 110.34 feet; thence run N 46°02'39" E for 79.29 feet; thence run N 61°06'16" E for 47.45 feet; thence run N 74°22'18" E for 28.98 feet; thence run S 82°52'33" E for 37.73 feet; thence run S 54°20'58" E for 53.49 feet back to the Point of Beginning.

Said parcel contains 0.14 acres, more or less.

Being the same property conveyed to DSH & Associates, LLC by QuitClaim Deed from Trimbach Development, LLC, dated January 22, 2024 and filed of record in Book 563, Page 229-233, Register's Office for Campbell County, Tennessee.

Certificate of Authenticity

I, Tonya Loftin, do hereby make oath that I am a
licensed attorney and/or the custodian of the original version of the electronic document
tendered for registration herewith and that this electronic document is a true and exact copy
of the original document executed and authenticated according to law on
1/22/2024.

Date

Tonya Loftin

Affiant Signature

January 25, 2024

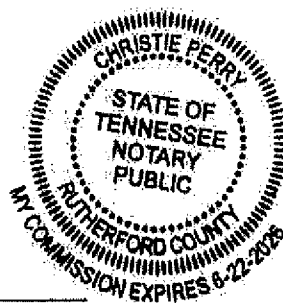
Date

State of Tennessee

County of Rutherford

Sworn to and subscribed before me this 25th day of January, 20 24.

[Signature]
Notary's Signature



My Commission Expires: _____

Date

Notary's Seal (if on paper)

EXHIBIT 8

Purchase and Sale Agreement

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("Agreement"), is made and entered into this 2nd day of January, 2019, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its affiliate ("Buyer"), and DSH & ASSOCIATES, LLC, a Tennessee limited liability company ("Seller"), collectively ("Parties").

WITNESSETH:

WHEREAS, Seller has developed and operates sewer facilities in the area more particularly described and depicted in the documents attached hereto as *Exhibit "A"*, situated in Campbell County, Tennessee (hereinafter the "System"); and

WHEREAS, Buyer is a corporation, organized and existing under the constitution and the laws of the State of Missouri, with all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller is a limited liability company, organized and existing under the constitution and the laws of the State of Tennessee, with all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all the assets, property and real estate connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area (defined further below as "Assets"); and

WHEREAS, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Assets (as hereinafter defined) of the System.

NOW, THEREFORE, it is mutually agreed that:

1. SALE OF ASSETS.

For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, Seller agrees that on the date of the Closing (as hereinafter defined), Seller shall sell, transfer, assign and deliver to Buyer, or Buyer's designated affiliate, all of Seller's then existing assets pertaining to the provision of sewer service in the System located in Campbell County, in the State of Tennessee, and related properties, including, without limitation, the following:

A. The land, improvements thereon, easements, rights of way, permits and leases

related to the System area depicted in *Exhibit "A"* and/or generally described in *Exhibit "B"*, attached hereto;

B. All of Seller's sewer service facilities, equipment, lines, plant, pipes, manholes and appurtenances;

C. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items, if any, located in Campbell County, Tennessee, and used or held for use in connection with the System as generally described in *Exhibit "C"*, attached hereto;

D. All of Seller's rights, title and interest in and to any franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, bonds or other financial assurances or guaranties, and customer deposits, if any, pertaining to, allocable to or arising out of the provision of sewer service in Campbell County, Tennessee as generally described in *Exhibit "D"*, attached hereto;

E. All of Seller's inventory, merchandise, contract rights, supplies, goodwill, and general intangibles including accounts receivable pertaining to the sewer service, except accounts receivable accrued prior to the Closing; and

F. All assets not described which are located in Campbell County, Tennessee, and used or useful to operate the System, excepting therefrom, and from any other assets described in the paragraphs above of this Section 1, any and all cash, cash equivalents and banking deposits in existence prior to the Closing.

The assets to be sold and delivered, as above described, are hereinafter collectively described as the "Assets."

2. **CONVEYANCES OF REAL ESTATE.**

The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer and other utility easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to the Closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of

the Purchase Price issued by a company authorized to issue title insurance in the State of Tennessee, which policy shall insure the owner's title to be marketable as the same is described and defined in the American Land Title Association ("ALTA") title examination standards ("Title Standards"). After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes affidavits or other papers as described in such standards in order for the title company to delete the same). If there shall be no such notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller shall have five (5) business days to correct the title and the Closing shall be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY APPROVAL.**

Buyer and Seller shall act diligently and cooperate with each other to obtain any regulatory approvals required from the Tennessee Public Utility Commission ("TPUC"), Tennessee Regulatory Authority ("TRA"), or any other regulatory agency in the State of Tennessee, as determined by Buyer in its sole discretion, and to obtain transfer of Seller's permits, if any.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing **Eighty-Two Thousand and 00/100 Dollars (\$82,000.00)** for purchase of the Assets ("Purchase Price").

5. **CLOSING.**

The Closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree (the "Closing"). At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient

instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Assets to be sold as provided in this Agreement and as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Assets to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Assets. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Assets shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

On the date of the Closing, Buyer shall accept and assume ownership and title to the Assets to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Assets going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Assets that existed prior to the date of the Closing.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.**

Seller is a limited liability company, organized and existing under the constitution and laws of the State of Tennessee, in good standing with the Tennessee Secretary of State

B. **Liabilities.**

All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Assets are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. **Absence of Certain Changes.**

After Buyer's inspection and acceptance of the Assets, there shall not be:

- i. Any material change in the use of the Assets in connection with the business or operations of the System;
- ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Assets.

D. **Title to Properties.**

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Assets. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Assets to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Assets to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor during the asset transfer process to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the System and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Campbell County Recorder's Office where such easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

Buyer shall have until twenty (20) calendar days prior to the Closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

E. **Authority to Operate.**

The Assets, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is being conducted, and as of the date of the Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes.

F. **Litigation.**

There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Assets, or the System, except as otherwise disclosed to Buyer.

G. **No Violation or Breach.**

The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor

is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.**

Buyer is a corporation, organized and existing under the constitution and laws of the State of Missouri, in good standing, and has the requisite power to purchase the Assets which are to be sold pursuant to the terms of this Agreement.

B. **Authority.**

The execution and delivery of this Agreement by Buyer and the purchase of the Assets as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.**

All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Regulatory Approval.**

Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

B. **Representations and Warranties True at Closing.**

Seller's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

C. **Performance.**

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing; including the payment of all taxes and assessments, or portions thereof,

attributable to periods prior to or ending on the day of the Closing, to include TPUC or TRA assessments, if any.

D. **Inspections.**

Completion of Buyer's examination, testing and inspection of the Assets and the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Assets, the results thereof to be satisfactory to Buyer, in its sole discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "Inspection Period." During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Assets; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Assets as intended by Buyer.

E. **No Casualty.**

The Assets shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to the Closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE**

All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Representations and Warranties True at Closing.**

Buyer's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such

time.

B. Performance.

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

10. INDEMNIFICATION.

Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly, the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

11. FEES AND COMMISSIONS.

Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS.**

Seller shall maintain current hazard insurance in force on the Assets until the Closing. The risk of loss to the Assets shall pass to Buyer upon delivery of possession of the Assets to Buyer. If an event of casualty occurs to the Assets prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Assets or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **BENEFIT.**

All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer.

14. **GOVERNING LAW.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

15. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

16. **NO THIRD PARTY BENEFICIARIES.**

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

17. **ENTIRE AGREEMENT.**

This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. **SUCCESSION AND ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the

Seller by providing written notice to the Seller of such assignment. Other than the foregoing permitted assignment, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

19. **HEADINGS.**

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **NOTICES.**

All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section 19, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m. on a business day to the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

Josiah Cox, President
Central States Water Resources, Inc.
500 Northwest Plaza Drive #500
St. Ann, MO 63074
Facsimile: (314) 238-7201
Email: jcox@cswrgroup.com

With a Copy to:

James A. Beckemeier
The Beckemeier Law Firm, LC
13421 Manchester Road, Suite 103
St. Louis, MO 63131
Facsimile: (314) 965-0127
Email: jim@beckemeierlaw.com

If to Seller:

Douglas S. Hodge, President
DSH & Associates, LLC
2099 Thunderhead Road, Ste. 204
Knoxville, TN 37922
Phone (cell): 865-755-8066
Phone (office): 865-622-2452
Email: dhodge@dhsassociates.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. **AMENDMENTS AND WAIVERS.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **SEVERABILITY.**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. **EXPENSES.**

Buyer and Seller shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for the Closing.

24. **CONSTRUCTION.**

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

25. **INCORPORATION OF EXHIBITS.**

The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

26. **DEFAULT; ATTORNEY'S FEES.**

If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.

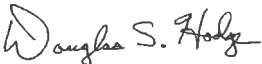
27. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

SELLER:

DSH & ASSOCIATES, LLC

By: 
Douglas S. Hodge, President

BUYER:

CENTRAL STATES WATER
RESOURCES, INC.

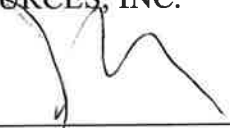
By: 
Josiah Cox, President

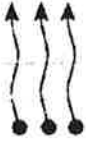
EXHIBIT "A"

Service Area Description

Lakeside Estates on Norris Lake, Campbell County, TRA # 11-00020, rate class 1

EXHIBIT "B"

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by
survey and title commitments, which shall be inserted prior to the Closing).



DSH & Associates, LLC
Engineering/Construction/Utility Services

5/28/14

Sharla Dillon
Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
Sharla.Dillon@tn.gov
615-741-2904 ext 136

**SUBJECT: FILING OF ORIGINAL DEEDED PROPERTY ASSOCIATED WITH
LAKESIDE ESTATES TREATMENT SYSTEM**

Docket Number 11-00020

Dear Ms. Dillon,

Please find attached:

- A copy of the deed to property transferred to DSH & Associates.

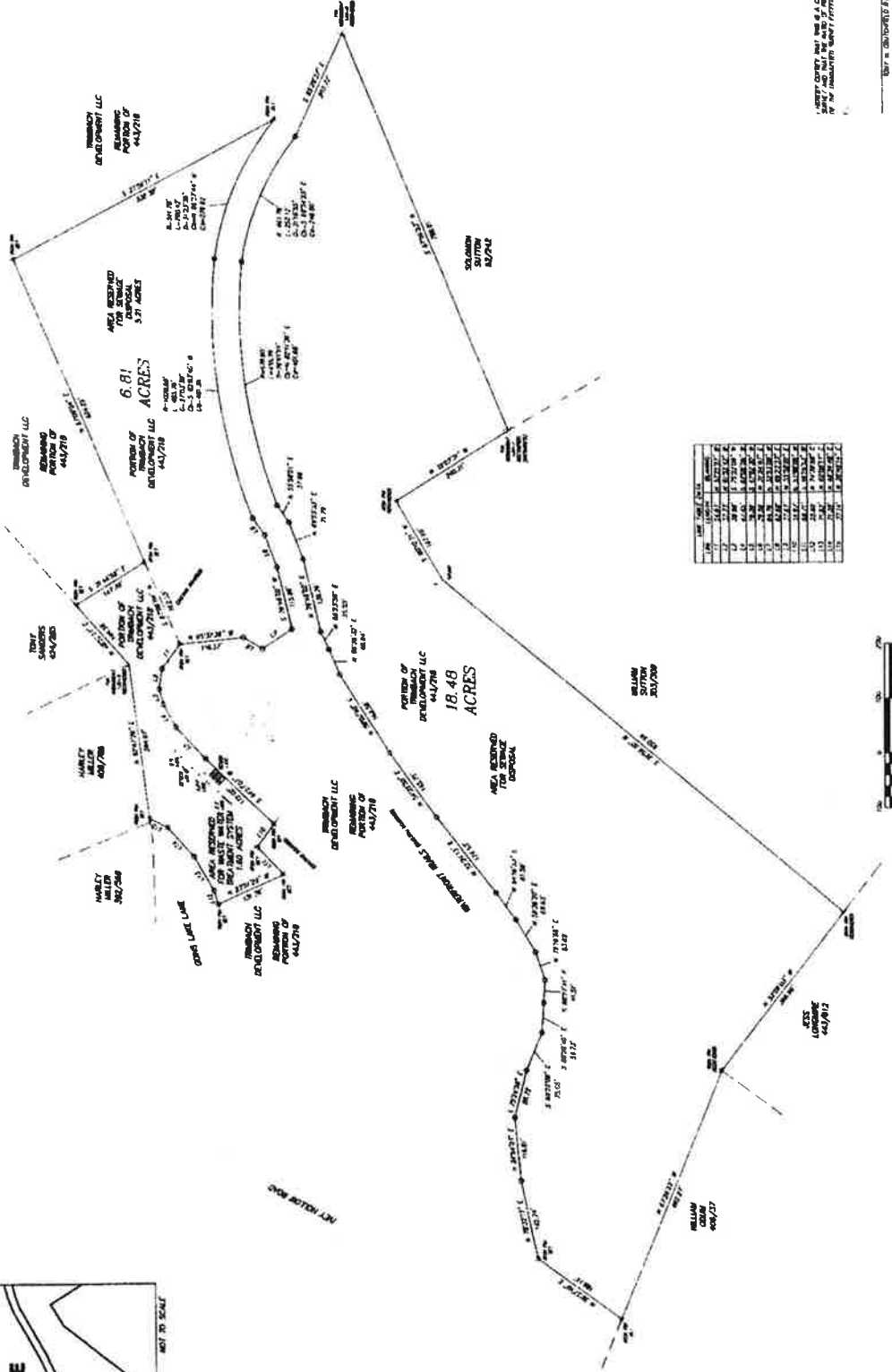
Let me know if you require additional information.

Sincerely,

A handwritten signature in black ink that reads "Douglas S. Hodge".

**Douglas S. Hodge, Ph.D., PMP
Manager**

DSH & Associates, LLC
2099 Thunderhead Road
Knoxville, TN 37910
Operations Manager
P: 865-755-8066/F: 866-480-5943
dhodge@dshassociates.com



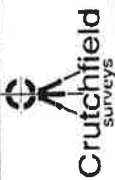
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THESE DATA WERE OBTAINED FROM A SURVEY OF THE PROPERTY BY THE SURVEYOR AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.



DATE	11-1-11
BY	CRUTCHFIELD
SCALE	1" = 100'
FILE NAME	LOT-SEVEN
PAGE	218
TAX MAP	000
PARCEL	082.00
INVENTORY	1
VARIATION	443
DATE BY	DC
APPROVED BY	CRUTCHFIELD
DATE	11-1-11
BY	ADVISED
SCALE	1" = 100'
FILE NAME	LOT-SEVEN

SURVEY FOR
DOUG HODGES
IVEY HOLLOW COMMUNITY CAMPBELL COUNTY



THESE DATA WERE OBTAINED FROM A SURVEY OF THE PROPERTY BY THE SURVEYOR AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

CRUTCHFIELD SURVEYS
443 E. CRUTCHFIELD AVE. S.W.
TAMPA, FL 33609
(813) 888-8888
(813) 888-8888
(813) 888-8888

This Instrument Prepared By:
C. Mark Troutman
TROUTMAN & TROUTMAN
P.O. BOX 757
LaFollette, TN 37766

Responsible Taxpayer/Owner:
DSH & Associates, LLC
4028 Taliluna Ave.
Knoxville, Tenn. 37919

Recording Information

BK/PG: W470/252-254
12000376

3 PGS. AL - QUIT CLAIM DEED	
JUNE BATCH 50063	01/23/2012 12:20 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00
STATE OF TENNESSEE, CAMPBELL COUNTY	
DORNAS MILLER	
REGISTER OF DEEDS	

QUIT CLAIM DEED

THIS INDENTURE made this 15 day of November, 2011, between, TRIMBACH DEVELOPMENT, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, First Party, and DSH & ASSOCIATES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, Second Party:

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Ten Dollars (\$10.00) to them in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, do hereby QUIT CLAIM all of their right, title and interest unto the said parties of the second part in the following described premises, to wit:

TRACT ONE:

Situated in District No.: One (1) of Campbell County, Tennessee, and being more particularly described as follows:

BEGINNING at TVA Monument 130-8 located in the right of way line of Waterfront Trails and marking the common corner of the property described herein. The property now formerly owned by Sutton (Warranty Deed Book 92, page 242); thence South 67 deg. 56' 53" West 788.91 ft. to a TVA Monument 130-7; thence North 32 deg. 3' 31" W. 240.31 ft. to an iron pin; thence South 60deg. 10' 31" West 167.69 ft. to a stump; thence South 39 deg. 59' 30" W. 950.94 ft. to an iron pin; thence North 52 deg. 9' 3" West 366.90 ft. to an iron pin; thence North 67 deg. 29' 22" West 492.27 ft. to an iron pin; thence N. 36 deg. 37' 49" East 189.14 ft. to an iron pin in the right of way line of Waterfront Trails; thence continuing with the right of way line of Waterfront Trails the following calls and distances: N. 78 deg. 32' 17" East 145.74 ft. to an iron pin; thence N. 84 deg. 54' 3" E. 116.81 ft. to an iron pin; thence S. 75 deg. 24' 28" East 88.72 ft. to an iron pin; thence S. 68 deg. 22' 8" E. 75.05 ft. to an iron pin; thence S. 86 deg. 26' 40" E. 54.73 ft. to an iron pin; thence S. 86 deg. 27' 41" E. 41.51 ft. to an iron pin; thence N. 72 deg. 16' 58" E. 53.69 ft. to an iron pin; thence N. 59 deg. 36' 20" E. 68.93 ft.; thence 54 deg. 76' 33" E. 61.59 ft. to an iron pin; thence N. 52 deg. 24' 13" E. 174.53 ft. to an iron pin; thence N. 54 deg. 35' 50" E. 145.75 ft. to an iron pin; thence N. 58 deg. 2' 40" E. 169.59 ft. to an iron pin; thence N. 66 deg. 35' 32" E. 49.84 ft. to an iron pin; thence N. 66 deg. 23' 55" E. 35.55 ft. to an iron pin; thence N. 76 deg. 46' 2" E. 136.26 ft. to an iron pin; thence N. 69 deg. 23' 33" E. 71.79 ft. to an iron pin; thence N. 55 deg. 58' 1" E. 37.98 ft. to an iron pin; thence along a curve to the right with a radius of 978.60 ft. a length of 455.79 ft. a cord bearing of N. 82 deg. 11' 36" E. 451.68 ft. to an iron pin; thence continuing along a curve to the right with a radius of 461.78 ft. a length 252.12 ft. a cord bearing of S. 66 deg. 34' 23" E. 249.00 ft. to an iron pin; thence S. 65 deg. 28' 37" E. 207.72 ft. to the point of Beginning, and containing 18.48 acres, more or less, as shown on the survey of Tony W. Crutchfield, RLS#1788 and being shown as the "Area Reserve for Sewage Deposal" on said map.

Being a portion of the property conveyed to Trimbach Development, LLC, by deed of

record in Warranty Deed Book 443, page 218, in the Register's Office for Campbell County, Tennessee.

TRACT TWO:

Situate in District No.: One (1) of Campbell County, Tennessee and being more particularly described as follows:

BEGINNING at TVA Monument 130-5, said monument marking the common corner of the property described herein. The property now is formally belonging to Harvey Miller (Warranty Deed book 408, page 786) and the property now formally belonging to Tony Sanders (Warranty Deed Book 424, page 285) thence with the Sanders line N. 48 deg. 32' 17" E. 144.56 ft. to an iron pin; thence leaving the Sanders line S. 31 deg. 44' 58" E. 147.70 ft. to an iron pin; thence N. 67 deg. 9' 4" E. 604.25 ft. to an iron pin; thence S. 27 deg. 59' 11" E. 538.39 ft. to an iron pin located in the right of way line of Waterfront Trails; thence with said right of way line and curve to the left with a radius of 511.78 ft. a length of 280.42 ft., a cord bearing of N. 66 deg. 37' 44" W. 276.92 ft. to an iron pin; thence continuing with said right of way and a curve to the left with a radius of 1,028.60' a length of 485.76 ft. a cord bearing of S. 82 deg. 3' 40" W. 481.26 ft. to an iron pin; thence S. 55 deg. 58' 1" W. 37.67 ft. to an iron pin; thence S. 69 deg. 23' 33" W. 62.68 ft. to an iron pin; thence S. 76 deg. 46' 2" W. 115.96 ft. to an iron pin; thence N. 32 deg. 53' 8" W. 64.76 ft. to an iron pin; thence N. 31 deg. 54' 47" E. 39.58 ft. to an iron pin; thence N. 5 deg. 37' 26" W. 116.57 ft. to an iron pin; thence N. 53 deg. 21' 7" W. 54.87 ft. to an iron pin; thence N. 81 deg. 52' 42" W. 37.73 ft. to an iron pin; thence S. 75 deg. 22' 9" W. 28.98 ft. to an iron pin; thence S. 62 deg. 6' 8" W. 47.45 ft. to an iron pin; thence S. 47 deg. 2' 30" W. 79.29 ft. to an iron pin; thence S. 44 deg. 27' 7" W. 172' to an iron pin; thence N. 53 deg. 48' 6" W. 51.97 ft. to an iron pin; thence N. 23 deg. 51' 29" W. 131.36 ft.; thence S. 46 deg. 16' 53" W. 69.71 ft. to an iron pin in the right of way line of Goins Lake Lane; thence with said right of way line N. 74 deg. 39' 58" E. 25.60 ft. to an iron pin; thence N. 60 deg. 5' 17" E. 71.92 ft. to an iron pin; thence N. 48 deg. 34' 48" E. 71.28 ft. to an iron pin; thence N. 26 deg. 45' 14" E. 37.14 ft. to an iron pin; thence leaving said road right of way N. 82 deg. 47' 26" E. 284.07 ft. to the point of beginning and containing 6.81 acres more or less as shown by survey of Tony W. Crutchfield, RLS #1788 and being the "Area Reserved for Sewage Deposal" as shown on said map.

Being a portion of the property conveyed to Trimbach Development, LLC by Deed recorded in Warranty Deed Book 443, page 218, in the Register's Office for Campbell County, Tennessee.

The parties that the above described tracts shall be permanently restricted for use as the areas for the waste water treatment system and for sewage disposal for the Lakeside Estates Subdivision including the Lakeside Estates Condominiums and Villas.

PROPERTY ASSESSORS ID NO.:

Map 095 Group N/A
Control Map 095 Parcel 062.00

THIS CONVEYANCE IS SUBJECT to all restrictions, easements, set-back lines, and other conditions shown of record in the Office of the Register of Deeds for Campbell County, Tennessee.

And all the estate, title and interest of the parties of the First part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set hands and seals the day and year first above written.

TRIMBACH DEVELOPMENT, LLC.
A Tennessee Limited Liability Company

BY: [Signature]

ITS: Man Jay Meber

State of Tennessee)
County of Campbell)

Before me, Mark Troutman of the State and county mentioned, personally appeared Don Trimbach, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Managing Member of Trimbach Development, LLC, the within named bargainer, a Tennessee Limited Liability Company, and that such officer, as such Managing Member (office), executed the foregoing instrument for the purposes therein contained, by personally signing the name of the Limited Liability Company as such Managing Member (office).

Witness my hand and seal, at office in LaFollette, TN
of Nov., 2011.

[Signature]
Notary Public
My Commission Expires 12-31-2014



I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 0.00

[Signature]
Affiant

Sworn to and subscribed before me this
23 day of January, ~~2011~~ 2012
Dennis Miller
Notary Public
My Commission Expires: Register

EXHIBIT "C"

Personal Property and Equipment

(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

Description	Balance of Associated Debt & Lender Information

EXHIBIT "D"

Rights Via Agreements, Contracts, Misc.

(franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, bonds and/or other financial assurances and customer deposits)



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
401 CHURCH STREET
L & C ANNEX 6TH FLOOR
NASHVILLE TN 37243**

March 2, 2013

Mr. Douglas S. Hodge, PhD, PMP Manager
DSH & Associates, LLC
e-copy: Hodge.dsh@gmail.com
4028 Taliluna Avenue
Knoxville, TN 37919

11-00020

**Re: State Operating Permit No. SOP-07073
DSH & Associates
LaFollette, Campbell County, Tennessee**

Dear Mr. Hodge:

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

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

If you have questions, please contact the Knoxville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Hari Akunuri at (615) 532-0650 or by E-mail at Hari.Akunuri@tn.gov.

Sincerely,

Vojin Janjic
Manager, Permit Section

Enclosure

cc/ec: Permit Section File
Knoxville Environmental Field Office (Woody.Smith@tn.gov)
Ms. Michelle Ramsey, Utilities Division, Tennessee Regulatory Authority, michelle.ramsey@tn.gov

**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
6th Floor, L & C Annex
401 Church Street
Nashville, TN 37243**

Permit No. SOP-07073

**PERMIT
For the operation of Wastewater Treatment Facilities**

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

PERMISSION IS HEREBY GRANTED TO

**DSH & Associates formerly LaFollette Utilities Board - Lakeside Estates WWTP
LaFollette, Campbell County, Tennessee**

FOR THE OPERATION OF

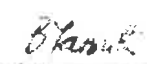
Septic tanks, effluent collection system, advantex AX-100 textile-media recirculating filters, advanced anoxic nitrogen removal system, UV disinfection and 17.2 acre drip irrigation area system located at latitude 36.3695 and longitude -84.052333 in Campbell County, Tennessee to serve approximately 185 homes in the Lakeside Estates. The design capacity of the system is 0.074 MGD.

This permit is issued as a result of the application filed on August 27, 2012, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit. together with the following named conditions and requirements.

This permit shall become effective on: April 1, 2013

This permit shall expire on: February 28, 2018

Issuance date: March 1, 2013



**for Sandra K. Dudley, Ph.D., P.E.
Director**

A. GENERAL REQUIREMENTS

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

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter
<i>E. Coli</i>	Grab	941 colonies/100 ml	N/A	Once /Quarter

* Report average daily flow for each calendar month.

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

This permit allows the operation of a wastewater drip irrigation system. There shall be no discharge of wastewater to any surface stream or any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

Instances of ponding or pools under dry weather conditions shall be promptly investigated and remedied. Instances of ponding or pools, or any wastewater runoff shall be noted on the monthly operation report. The report shall include details regarding the location(s), determined cause(s), the actions taken to eliminate the ponding or pools, or any wastewater runoff, and the dates the corrective actions were made. Any wastewater runoff due to improper operation must be reported in writing to the Division of Water Resources, Knoxville Environmental Field Office within 5 days of discovery by the permittee.

All drip fields shall be fenced sufficiently to prevent or impede unauthorized entry as well as to protect the facility from vandalism. Fencing shall be a minimum of four feet in height. Fencing shall be constructed of durable materials. Gates shall be designed and constructed in a manner to prevent or impede unauthorized entry. All designs are subject to division approval. Fence shall be installed prior to beginning of operation.

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

administrative file record. The operating and maintenance inspection schedule shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)

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

B. MONITORING PROCEDURES

1. Representative Sampling

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

Effluent to drip irrigation plots.

2. Test Procedures

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

C. DEFINITIONS

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

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

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

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

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

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded monthly OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly. The quarterly report shall detail the following:

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. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Resources
Knoxville Environmental Field Office
3711 Middlebrook Pike
Knoxville, TN 37921

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

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in 1200-4-5-.07(4)(h)2, the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

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

4. Signatory Requirement

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 1200-4-5-.05(6)(a-c).

E. SCHEDULE OF COMPLIANCE

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

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

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

2. Right of Entry

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

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

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

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

3. Availability of Reports

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

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to

WASTEWATER SERVICE AGREEMENT

This Agreement is entered into this 2nd day of May, 2011, by and between DSH & Associates, LLC ("DSH") and Trimbach Development, LLC & Lakeside Estates HOA ("Developer/HOA"). Services outlined in this agreement will commence on the 1st of August, 2011.

WITNESSETH:

Whereas, DSH is a utility company that provide wastewater services. Whereas, the Developer/HOA has requested DSH to make a commitment to provide wastewater services to Lakeside Estates (at Lakeside Estates Subdivision); and Whereas, the DSH is willing and able to provide wastewater services to Lakeside Estates upon the terms, provisions and conditions hereinafter set out, all of which are acceptable to the Developer/HOA.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Developer/HOA has a subdivision in Campbell County, Tennessee, which development will be known as Lakeside Estates ("Development"). The Development consists of two hundred (200) residential units. DSH hereby agrees to and will provide wastewater services to the Development.
2. DSH will provide wastewater services to the Development using a wastewater disposal system ("System") commonly referred to as an "onsite wastewater treatment system." The System consists of two fundamental sections: (a) the collection lines, and (b) the treatment plant. The treatment plant as defined for this Agreement includes the drip fields. Each of the 200 separate commercial and residential units will have a Septic Tank Efficient Pumping

("STEP") unit and pump. From the STEP units, the wastewater will be pumped to the treatment plant.

3. Developer/HOA agrees to engage the services of a DSH & Associates, LLC to design any future modifications to the System for the Development. DSH & Associated, LLC costs will be limited to 10% of estimated total cost of installation (equipment, labor, material) of the modified system for the detailed engineering component of services. The design modifications shall be approved by DSH and its consulting engineers. The System will be designed in accordance with sound engineering practices and will be licensed, permitted and approved by all necessary and prudent governmental authorities. The Developer/HOA will further engage the services of DSH to build the System in accordance with the plans and specifications created by Developer/HOA's licensed engineer as approved by DSH and its consulting engineers. Developer/HOA will place in the HOA for Lakeside Estates that all Septic Tank Efficient Pumping ("STEP") unit and pumps shall be installed by DSH. DSH will provide a lump sum price for these systems based on volume of required STEP tank.
4. Developer/HOA will cause to be provided to DSH a 6 month warranty on the design and construction of the current system in such that any failure or defect in design, material, workmanship, functionality, or operation which occurs within 6 months of the Commencement Date (as defined in section 8) will be rectified, repaired or replaced at no charge to DSH. Developer/HOA warrants to DSH that the materials, equipment, functionality, and workmanship of the System will be good quality, that the work will be free from defects and that the work will conform to the requirements of the design plans and specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized by DSH, may at DSH's option be considered defective.

5. On or before the execution of this Agreement, Developer/HOA will provide the following to DSH for DSH to obtain the necessary permit and approvals to construct the modifications and operate the System for the Development:
 - a. Developer/HOA shall submit three (3) sets of complete Tennessee Department of Environment and Conservation (TDEC) approved, stamped plans and specifications, together with all calculations, engineering reports, approval letters, and discharge permits; and
 - b. Developer/HOA shall submit two complete sets of all other surveying and engineering documents for the Development including, without limitation, road profiles, storm water drainage and utility drawings, and survey plats.
 - c. Developer/HOA will provide all legal support required to transfer existing CCN and State Operating Permit (SOP-07073) currently held by LaFollette Utility Board to DSH.
6. Upon the completion of the construction modifications of the System and its acceptance for use by DSH, DSH will own, operate and maintain the System beginning on the Commencement Date as set forth in section 7.
7. The Commencement Date shall be the date when DSH assumes formal responsibility for the operation of the System. DSH will execute a Memorandum of Commencement establishing the Commencement Date for purposes of this Agreement. This memo will be directed to both Trimbach Development and Lakeside Estates HOA. Effective with the Commencement Date, ownership of any and all components, parts and equipment of the System will immediately become the property of DSH.
8. Developer/HOA shall support the transfer of documents which are a current representation of the utility easement areas which are to be DSH easements. Such easements shall also

reflect all current as-built conditions and any possible future areas. These as-built easements shall be indicated on the final subdivision plat with metes and bounds before DSH will approve the final plat. Developer/HOA will support the transfer of a ten (10) foot easement for all collection lines, and these easements shall be shown on the final plat. The easements may be included in the easements dedicated for other utility easements as specified in the County Zoning and Subdivision Regulations. Developer/HOA will support the transfer of property and easements from owned currently by LaFollette Utility and Trimbach Development to DSH within 2 months of commencement of this agreement. Currently, Trimbach Development owns the land that the waste water treatment system is installed on and LaFollette owns a permanent easement for the force mains. DSH will be provided an additional easement for the force main and the deed to the waste water treatment land. This will require legal transfer and recording of PLAT information with the County. The area transferred will be adequate for the final extent of the treatment system required to treat effluent from 200 home units (treatment system, pipelines, drip field areas).

9. Developer/HOA shall provide as-built drawings of all components of the System. As-built drawings shall be presented in AutoCAD format or similarly compatible format.
10. Developer/HOA shall provide all finalized construction documents including approved shop drawings, operation and maintenance manuals, vendor information, warranty information, instructional manuals, and other relevant materials regarding the design, construction, and operation of the System.
11. Developer/HOA's design engineer of record shall certify the inspection and construction of the System based upon the design engineer's observation of the construction. The engineer shall also certify that the System has been designed in accordance with sound engineering practices and in compliance with all laws, regulations, rules, ordinances, and engineering

practices applicable to such systems, that the System is fully operational and that the System is ready to be used as designed and intended. Developer/HOA shall provide documents stating that all components of the treatment plant and drip field area shall have a permanent ingress/egress easement. Said ingress/egress shall be, at a minimum, a roadbed which is drivable during wet weather conditions in order to provide access for repair and maintenance purposes. Developer/HOA's engineer shall provide a document stating that all federal, state, and local permits have been obtained.

12. Developer/HOA agrees that DSH may require additional equipment and appurtenances to be constructed and to be paid for by HOA tap fees listed in this contract, although such additional equipment and appurtenances may not be included on the plans. The Developer/HOA certifies that the phase I system has been installed and is currently operating. The design flowrate of the Phase I system is 12,000 gallons per day. The phase II System is currently being designed and will increase the design flowrate to 16,000 gallons per day and improve the overall performance. The Phase I and II systems should support 35 homes at an average flowrate of 450 gallons per day (current average flowrate per unit at Lakeside Estates, based on historical information provide by LaFollette Untility). Prior to the 36th home being tied into the system and or the total system measured flowrate exceeding the design flowrate into the sewer force main and treatment facility, additional capacity will be required, such equipment and appurtenances may include, but are not limited to, treatment Pods, tanks, maintenance/equipment building for the plant, fencing with lockable gates around the plant and maintenance building, signage, and gravel surface within the boundaries of the plant fencing. All future design and construction costs will be the responsibility of the Developer/HOA . To support future expansion costs of the system DSH has agreed to establish an escrow fund. Funds derived from tap fees from future

homes that tie into the system will be placed into the escrow fund and will be used to support expansion of the system. If escrowed funds are not sufficient to support required treatment system expansion, it is the Developer/HOA responsibility to support the additional cost. Tap fees for each new unit will be derived based on the number of bedrooms as listed in the table below:

Daily Flowrate	Number of Bedrooms	Estimate Tap Fee
300	3	\$3,750.00
400	4	\$5,000.00
500	5	\$6,250.00
600	6	\$7,500.00
700	7	\$8,750.00
800	8	\$10,000.00
900	9	\$11,250.00
1000	10	\$12,500.00

- a.
- b. The tap fees may change base on inflation, cost of goods/materials, etc., and do not include the cost to expand the existing sewer force main. Force main extensions will have to be cover by the Developer/HOA.

13. DSH will operate and maintain the System and provide wastewater service

("service") to the Development in accordance with the following:

- a. All applicable building structures in the Development will be required to install the wastewater service line and connectors as specified by DSH.
- b. Each residential unit will be charged the published wastewater rates and charges of DSH. The furnishing of service will be governed by DSH rules, regulations and policies. As of the date of this Agreement, DSH's monthly service rate for wastewater service is \$54.48.
- c. If a home is rented out at anytime or daily flowrate exceed 300 gallons per day at anytime during a 12 month period, DSH's monthly rate for wastewater service will

be a minimum of \$54.48.

- d. Each residential unit (lot) that does not contain a structure will be charged and annual service rate – same as LaFollette Utility. Access fees will only be charged for lots based on the total existing capacity of the treatment system which after Phase II expansion will be 35 homes (based on 450 gallons per day usage). As outlined in section 16, there are 26 lots with homes which leaves 9 lots that will be charged access fees (3 non-resident property owners and 6 lots owned by the developer).
 - e. The maintenance, repair or replacement of the wastewater service lines from each of the STEP units and the maintenance, repair or replacement of the STEP unit and pump for each unit to the sewer main shall be the responsibility of the owner of the residential/commercial unit. DSH will install the STEP system for owners for a fix price of \$6,000 per unit (based on a 3 bedroom unit) if system is not pre-existing. This price includes a 15% markup of equipment and services.
 - f. The maintenance, repair or replacement of the wastewater service lines from the future community STEP units shall be the responsibility of the Developer/HOA.
14. Upon the execution of this Agreement, Developer/HOA agrees to pay DSH \$8,000 to cover DSH's legal, permitting, engineering and administrative expenses related to this submittal of the CCN package to Tennessee Regulatory Authority. This application package will require substantial information from the Developer/HOA and includes but is not limited to:
- Owners User Manual
 - Lakeside Letter Requesting DSH System Takeover
 - LaFollette Utility Board Letter Releasing SOP
 - Sworn Pre-filed Testimony
 - SOP – Lakeside Estates
 - DSH Articles of Incorporation
 - DSH State of TN Business License
 - Degrees & Certificates of DSH Staff
 - Lakeside Estates Decentralized System Engineering Drawings

- Build-out Cost Analysis (5-yr)
- Lakeside Estates Subdivision Plans
- Chart of Accounts
- Performance Bond
- Pro Forma Income Statement (2-yr)
- Operation and Maintenance Contract (DSH and Trimbach Development, LLC)
- TDEC Letter of Acceptance of Transfer of WWTS
- LaFollette Letter stating no service line in area of subdivision

15. When Developer/HOA closes on a residential unit in the development, Developer/HOA will

collect at the closing the required tap fees and access fees. These fees will be promptly tendered to DSH by the agent conducting the closing. Developer/HOA will include DSH's Wastewater Service Agreement with the closing documents for each residential unit and will be responsible for causing the residential unit owner to execute such Agreement at or prior to closing. Developer/HOA shall deliver the fully executed Wastewater Service Agreement and fees to DSH within ten (10) business days of the residential unit closing. Developer/HOA agrees that failure on the part of Developer/HOA or the closing agent to collect such fees from residential unit purchasers shall not absolve Developer/HOA of the responsibility of tendering such fees to DSH within the ten (10) business day time period specified herein.

16. No connection will be provided to the force main sewer collection system until tap fees are provided. Developer/HOA certifies that as of the date of this contract, 34 units have been sold. Units 23 and 24 have been sold and tap fees collected prior to this agreement will be used by the Developer/HOA to fund the construction of the Phase II system expansion. Units 23 and 24 cannot be connected to force main/treatment system until Phase II construction is complete.

a. Lot Summary:

- i. Non-resident property owners (requires access fee) = 3
- ii. Developer owned lots requiring access fee = 6
- iii. Resident property owners = 3
- iv. Commercial overnight rental property owners = 23

v. Number of property owners not attached to system = 5

17. Developer/HOA agrees to provide to each Residential/Commercial Unit Purchaser DSH's STEP System Policy as shown in Attachment 1.
18. Developer/HOA will cause to be installed in the water supply line serving each residential unit or units, on the owner's side of the water meter, prior to any branch in the water supply line, a lockable valve to which DSH will have access. DSH will provide in its Wastewater Service Agreement (referred to in section 13) that DSH shall have the authority to turn off the water supply to the home in the event the monthly wastewater bill is not paid for a period of sixty (60) days. Additionally, Developer/HOA will incorporate into the disposal line, prior to the STEP unit, a locked valve box which valve will be closed and locked as of completion of the construction. The valve will be opened by DSH personnel upon receipt by DSH of the account balance plus all late fees and reconnection fees.
19. Performance pursuant to the terms and conditions of this Agreement is contingent on the receipt of a letter or other written acknowledgement from each necessary governmental authority, utility district, or other public utility to the effect that no such entity plans or intends to extend sewer service to the Development within the next twelve (12) months. The letters should be in substantially the form attached hereto as collective Exhibit 3. Developer/HOA shall bear the responsibility for procuring these letters which shall be addressed directly to DSH.
20. Developer/HOA will further cause the following language, or similar language as agreed in advance between DSH and Developer/HOA, to be incorporated into all restrictions and protective covenants for Lakeside Estates and, to the extent restrictions or protective covenants are already of record, Developer/HOA will cause such recorded restrictions or protective covenants to be amended, in order to include such language as a lien on all real

property within the Development:

- a. Developer/HOA has contracted with a utility ("Utility") to operate and maintain the wastewater system ("System") serving the Development. There is hereby created and shall be a lien in favor of the Utility against any individual residential/commercial units or building structures for default in the payment of any fee or charge imposed by the Utility in the operation of the System which lien shall also secure fees and costs (including attorney fees) incurred by the Utility incident to the collection of such fees or charges or enforcement of such lien, regardless of whether legal action is commenced. Each such fee or charge, together with interest, costs, and attorney fees, shall also be the personal obligation of the person or persons who were the Owner or Owners of the residential unit or building structure at the time when the fees or charges were incurred. In the event of the occurrence of a catastrophic event, an act of God, or any other event beyond the control of the Utility that renders the System inoperable or substantially impairs the operation of the System, the Utility shall have the authority to impose a special assessment on the owners of all building structures or residential units in order to repair and remediate the System. There shall also be a lien in favor of the Utility against each individual residential unit or building structure to secure the payment of such special assessment, including collection costs and fees (including attorney fees) incurred by the utility. Notwithstanding any other provision of these covenants this lien shall be subordinate to only a first priority purchase money mortgage or first priority purchase money deed of trust.

- b. The maintenance, repair or replacement of the Septic Tank Efficient Pumping ("STEP") units shall be the obligation of the homeowners for individual STEP systems and the HOA association for community owned STEP systems.

21. Developer/HOA may terminate the Agreement prior to the Commencement Date at Developer/HOA's discretion following written notice to DSH of its intent to so terminate subject to the conditions set forth in this section. This Agreement shall not terminate unless and until such time as DSH has received, in a form satisfactory to DSH, its engineers and its counsel, written authorization from the Tennessee Department of Environment and Conservation and the Campbell County Planning Commission acknowledging that DSH has no obligation to provide wastewater service to the Development and releasing DSH from any liability arising as a result of the termination. Developer/HOA shall execute a written release releasing DSH from any liability arising as a result of the termination of this Agreement. Developer/HOA will forfeit all monies paid to DSH if the Agreement is terminated.
22. Notwithstanding any other provision of this Agreement and notwithstanding the payment by Developer/HOA of the amounts set forth in this Agreement, DSH shall not be obligated to accept the System or commence operations unless and until all of the obligations of Developer/HOA and the criteria set forth in this Agreement have met to the sole satisfaction of DSH, DSH's engineers and DSH's consultants. In the event DSH, for whatever reason, fails or refuses to accept the System and commence operations, DSH shall refund the tap fees and wastewater disposal deposits tendered by the Developer/HOA, but shall have no other or further liability to Developer/HOA or to the owners or units within the Development.

23. Failure to perform any obligation of this Agreement after fourteen (14) calendar days' notice of the failure to perform or within any time period set forth in this Agreement shall constitute an Event of Default by Developer/HOA, and DSH may at that time, terminate the Agreement. Such termination will release DSH from any liability to Developer/HOA and from any obligation to provide wastewater service to the Development.

24. Any notice or communication required or permitted hereunder shall be in writing and be sent either by: (i) personal delivery service with charges therefore billed to shipper; (ii) overnight delivery service with charges therefore billed to shipper; or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Utility or Developer/HOA at the respective addresses set forth below:

Utility:

DSH & Associates, LLC
Douglas S. Hodge, Ph.D., PMP
Operations Manager
4028 Taliluna Ave
Knoxville, TN 37725
865-755-8066

Developer/HOA

Jon Trimbach
President
Trimbach Development, LLC/Lakeside Estate HOA
320 Echo Valley Drive
Vandalia, OH 45377
937-238-6843

Any notice or communication sent as provided herein shall be deemed given or delivered: (i) upon receipt if personally delivered; (ii) upon delivery by an overnight delivery service; or (iii) if sent by the U.S. Postal Service Registered or Certified Mail, on the date appearing on the return receipt, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return

receipt. If delivery is refused or cannot be made, the notice date shall be the date of attempted delivery as evidenced by the appropriate notations made by the Postal Service. Either party may change its address by notice to the other party in the manner set forth above at least ten (10) days prior to such change.

This Agreement contains the entire agreement of the parties, and any and all other prior agreements, discussions, or understandings are merged herein. This Agreement may not be modified except in writing signed by all parties hereto. This provision may not be orally waived.

IN WITNESS THEREOF, the parties have hereunto set their hands, effective the year and date first above written.

Trimbach Development, LLC

By: 

Title: Managing Member

Date: 6/10/11

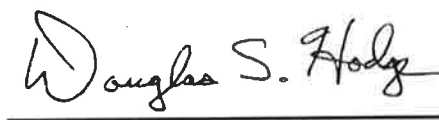
Lakeside Estates HOA, LLC

By: 

Title: Managing Member

Date: 6/10/11

DSH & ASSOCIATES, LLC

By: 

Title: Managing Member

Date: 5/2/11

Attachment #1

**Governing the sewage collection
and treatment systems of DSH & Associates (DSH)**

Statement of Purpose

The general purpose of these rules and regulations is:

1. To establish procedures for furnishing sewage collection and treatment services on a uniform basis to customers within the Company's service area.
2. To provide standards and procedures for:
3. Acceptable sewage characteristics
4. Protection of the integrity of the water tight system
5. Engineering design standards
6. Construction standards and inspection requirements
7. Quality of materials

Authorization of Rules and Regulations

DSH & Associates, LLC is a corporation organized and engaged in business as a public utility in the State of Tennessee. The Company is regulated Under a Certificate of Convenience and Necessity issued the Tennessee Public Service Commission (PSC) July 1, 2011, under Docket No. 11-00020 and subsequent certificates issued by the PSC and the TRA.

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewage system customer of the Company

Utility Facilities on Private Property

The Company shall maintain all septic pump and septic gravity tanks, control systems and service lines required to provide sewer services on the Customer's premises. The Customer must execute an agreement that acknowledges the Company to have a perpetual easement in, over, under and upon the specified land of Customer as shown on the property plat, with the right to operate and repair all components of the sewer system on the Customer's property, including but not limited to the septic tank and septic pump tank systems. The Customer must grant the Company permission to enter upon Customer's property for any reason connected with the provision or removal of sewer service or collection therefore. The Customer must agree to allow the Company to install an approved cut off valve between the house and water supply and grant the Company exclusive rights to use such valve to cut off water in order to safely stop wastewater flow. The Customer's Building and Plumbing outfall line shall be maintained by the Customer.

Discontinuance of Service

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

1. Non-payment of bill as hereinafter set forth below
2. For misrepresentation of application
3. For adding to the property without notice of the Company
4. For tampering any service pipe, tank, control system, filter or any other facilities of the Company in any way whatsoever.
5. For violation of any rules of the Company.
6. For disconnecting or reconnecting service by any party, other than a duly authorized agent of the Company without the consent of the Company.

Non-Payment Penalties

The Customer agrees to promptly pay for service at the then current schedule or rates and fees and agrees to abide by and be subject to the Company's billing and cutoff procedures. Should the Customer not pay in accordance with the Company's rules, the Customer agrees to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.

The non-payment penalty will be the same as LaFollette Utility. If payment is not received within fifteen days after the due date, a 2nd notice will be sent to the customer. If payment is not received within 30 days, service will be turned off from the customer's property as per the Sewer Service Contract Agreement (Attachment 14) executed by the customer with no additional notice being sent. No service shall be reconnected if disconnected for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection and reconnection fees will be the same as LaFollette Utility

Returned Checks

A check returned by the bank will incur a fee the same as LaFollette Utility.

Changes in Ownership, Tenancy of Service

A new application and contract must be made and approved by the Company on any change in ownership of property, or tenancy, or in the service as described in the application. In the event of a 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 an approved.

Sewer System Access Fee

The owner of each property parcel, which is provided a service connection when the sewer system is built, will be required to pay a sewer access (fee same as LaFollette Utility). This fee will be payable each August 1st. As each Customer attaches to the Service Connection and signs up for service, they will pay a pro-rated access fee for that year and thereafter the fee will not be charged.

Engineering, Material and Construction Standards

General: This specification covers the type of sewer system required for various design conditions of sewers constructed by developers.

1. The requirements called for are a minimum in all cases. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the design engineer and must be approved by the Company Engineer.
2. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment. Any conflicts between company and state requirements shall be resolved so that the more restrictive shall govern.
3. All sewage collection system components are to be watertight. This includes Building Outfall lines, all tanks, Collector Lines, Service Lines and Main Lines.
4. Collector Lines and Main Lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be watertight.
5. Septic Pump and Septic Gravity Tanks are to be installed near the customer's building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
6. STEP septic tanks must meet the specifications outlined in this document. Size of STEP tanks must be approved by DSH and will be based on the number of bedrooms in the home and the intended use of the home.
7. All pipe is to be PVC. Classes and sizes will be per Engineer's design and in all cases Schedule 40 will be the minimum allowable.
8. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines and swimming pools shall be connected to the sewer system.

Special Pretreatment Sewage Requirements

For all sewage connections the Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged 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 sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding capacity at the Customer's expense. All customers will be required to follow the Owners User Manual for an effluent collection system supplied to them by the Company (Attachment 1). These requirements prohibit the dumping of any toxic chemicals that kill tank bacteria and disposal of an excessive amount of grease, among other things. All requirements (and notification of repair costs associated with the system abuse) are established in the Customer's Sewer Subscription Contract with the Company.

Damages

The Company shall in no event be responsible for maintaining any Building Outfall Line owned by the Customer, nor for damages created by sewage escaping there from, nor for defects in Customer's building lines or fixtures. The customer shall at all times comply with all regulations of the TRA and of the Company.

All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made. Any customer found introducing prohibited substances into the waste water system is liable to pay the full cost of cleanup and the repair of any damage caused.

Inspection

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

In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company. In case of emergency, call 865-622-2452.

Service Area

The Company will provide service within its current service area. Additions to the service area must be approved by TRA.

Extension Plan

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing sewer systems. The sewer service charges listed in the sewer billing monthly rates do not include costs for constructing extensions to the sewer system. Any sewer system facilities required to service such abutting properties shall be constructed at the cost of those parties desiring same, and these facilities shall become the property of the Company to be credited to the account for Contributions in Aid of Construction. In addition, treatment system facility costs will be paid by the Customer desiring to connect onto the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

Contributions in Aid of Construction

Sewer system facilities furnished by developers and property owners to the Company will be recognized as Contributions in Aid of Construction in the amount of the actual cost of construction. Capital contributions from developers will be treated in like manner.

Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company, a Sewer Subscription Contract.

Customer Billing Forms

Customer billings will be sent monthly or annually to Customers for payment of a flat fee.

Individual Septic Tank and Pump Tank Requirements

Only the configurations listed on the Individual Septic Tank and Pump Tank requirements list may be used. This list may be added to or taken from as needed.

Public Contact

Doug Hodge
4028 Taliluna Ave
Knoxville, TN 37919
865-622-2452

Tennessee Regulatory Authority Regulations

The Company, in its operation, shall conform to all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority. The TRA can be reached by phone at 1-800-342-8359 or 615-741-2904.

SECTION 4

I: RESIDENTIAL RATE SHEET/EXPLANATION

The monthly sewer charge per customer is \$54.48.

Explanation

FFR.D:	Standard Base RSF/Fixed Film Reactor Treatment Rate	\$	54.48
	Total	\$	54.48

Estimate Tap Fees

Tap Fees for each new unit will be derived based on the number of Bedrooms as listed in the table below:

Daily Flowrate	Number of Bedrooms	Estimated Tap Fee
300	3	\$ 3,750
400	4	\$ 5,000
500	5	\$ 6,250
600	6	\$ 7,500
700	7	\$ 8,750
800	8	\$ 10,000
900	9	\$ 11,250
1000	10	\$ 12,500

STEP System Installation:

- For a 3 bedroom unit/300 gallons per day, STEP systems will be installed for \$6,000. If larger STEP systems are required, they will be quoted on an individual basis. The installation of the STEP systems includes a 15% markup by the utility.

II: COMMERICAL RATE SHEET Overnight Rental Units

The monthly sewer charge per customer is \$54.48.

Estimate Tap Fees:

Daily Flowrate	Number of Bedrooms	Estimate Tap Fee
300	3	\$3,750.00
400	4	\$5,000.00
500	5	\$6,250.00
600	6	\$7,500.00
700	7	\$8,750.00
800	8	\$10,000.00
900	9	\$11,250.00
1000	10	\$12,500.00

Other fees include the following:

STEP System Installation:

- For a 3 bedroom unit/300 gallons per day, STEP systems will be installed for \$6,000. If larger STEP systems are required, they will be quoted on an individual basis. The installation of the STEP systems includes a 15% markup by the utility.

SEWER SERVICE CONTRACT

DATE: _____.

PRINTED NAME: _____.

ADDRESS OF PROPERTY: _____.

MAILING ADDRESS: _____.

TELEPHONE NUMBER: _____.

EMAIL ADDRESS: _____.

I hereby make application to DSH & Associates, LLC (DSH) for sewer service at the address of property stated above. In consideration of the undertaking on the part of DSH to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by DSH. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of DSH. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the Owners User Manual. Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of DSH.
2. I acknowledge DSH, its successors and assigns, have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank and septic pump tank systems. I further grant DSH permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I agree to promptly pay for service at the then current schedule or rates and fees and agree to abide by and be subject to DSH's billing and cutoff procedures. Should I not pay in accordance with DSH's rules, I agree to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.
5. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules as approved by the Tennessee Regulatory Authority.
6. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to DSH at least thirty (30) days in advance of my vacating the property.
7. I agree to allow DSH to install an approved cut off valve between the house and water supply and grant DSH exclusive rights to use such valve to cut off water in order to safely stop wastewater flow.

SUBSCRIBERS SIGNATURE: _____

OWNERS USER MANUAL

Welcome! You are hooked up to a state of the art fixed film wastewater treatment system. This environmentally friendly system does an excellent job of treating wastewater and returning it to the soil. It will do best if you follow the guidelines listed below:

Proper Use:

Direct all wastewater from the home into the septic tank. Any wastewater can contain disease causing organisms and pollutants.

Practice water conservation to avoid overloading the onsite sewage system. Repair dripping faucets and leaking toilets. Run dishwashers when full. Do not do all your laundry in one day. Space out the washing machine use over the week. Replace old fixtures with water saving fixtures.

Do not direct water from gutter downspouts, sump pumps or subsurface drains into the septic tank. The sewage management system is designed based on an estimated daily water use. Excess water directed into the septic tank will cause a hydraulic failure.

Use commercial bathroom cleaners and anti-bacterial soaps in moderation. Treatment in the wastewater system depends on natural bacteria. The Utility does not recommend the use of septic tank additives. These products are not necessary for proper system operation.

Do not plant trees or bushes on top of the septic or pump tank. Root intrusion may damage and block the line.

Do not dig without knowing the location of your septic and pump tank. Landscape the site to allow surface water to drain off of these tanks. Divert roof drains from these tanks. Standing water over these tanks will cause increased load saturations and potential pump failure.

Do not park or drive over the septic and pump tank. This can damage or compromise the tanks.

Do not pour grease, oil, paint or other chemical products down the drain. Do not put not-biodegradable items such as cigarette butts, feminine hygiene products, condoms, disposable diapers or other similar solid waste into the septic tank. Remember living microbes clean the wastewater.

Do not enter your septic or pump tank. Gases from inside the tank can be fatal. Keep the lids secure and screwed down.

Do not turn off the main circuit breaker to the wastewater pumps when going on vacation. The pumps will need to handle any infiltration into the system.

If there is a power failure, your alarm might go off when the power comes back on. Wait at least 2 hours; if the alarm is still going off please call the customer service number. If you have had no power failure and the alarm goes off, call customer service without delay.

Customer Service: 865-622-2452

Jon Trimbach

320 Echo Valley Drive
Vandalia, OH 45377
877-204-0785

► **Lakeside Estate HOA**

Attn: Lakeside Estate Property Owners

(Address Stamp Here)

Trimbach Development, LLC has engaged DSH & Associates (DSH), LLC (a waste water utility company) to replace LaFollette Utility District for waste water utility services. Their rate sheets and other pertinent information are attached. This transition will be effective August 1st, 2011.

Please contact me by phone if you have any transitional questions. The DSH point of contact is Doug Hodge who can be reached at 865-622-2452 or hodge.dsh@gmail.com.



Jon Trimbach

Managing Member

Trimbach Development, LLC

11/1/10

DSH & Associates, LLC

Individual STEP septic tank requirements.

Only configurations and equipment approved by DSH may be used. Not following these configurations shall be cause for disconnect until the specifications are met.

All connections to the septic and dosing will be:

- 4" schedule 40 PVC at not less than 1/8" fall per 1'
- Have an Inspection port relief valve between the septic tank and pump tank. The Inspection port relief valve will be on an elevation of not less than 6" below the elevation where the building outfall line leaves the home. (see approved products)
- Foam core pipe is approved if it meets local code requirements

The line from the pump tank to the main line will be:

- Pressure rated Schedule 40 PVC minimum 1.25 inch
- Have a piece of single strand insulated copper wire included in the ditch turned up in the utility box at the road and alarm post for future locating needs.
- Pumped line from pump tank to service connection should be buried at least 18" deep.

The STEP septic must meet the Utility's design requirements:

- All tanks must be on the Utility's approved list. Other tanks may be added to approved list if they meet all requirements. Contact the Utility for details on adding additional equipment to approved list.
- Shall be of a watertight design and all joints must be sealed to stop ground water intrusion and sewage leaks. Concrete/Fiberglass tanks must be 1 piece tanks with sealed lid.
- The STEP septic tank will be a two chamber design at least 1500 gallon capacity.
- The septic tank will have PVC tees in each end at least 1/3 the water depth.
- The outlet tee will include a septic tank filter.
- The top of the tanks shall not be buried deeper than 24" from the surface.
- The septic tank will include two approved risers to the surface.
- The dosing tank will include one approved riser to the surface.
- The risers will have two forms of entry security. Safety screws in outer lid and a riser pan with cement lid or a safety screen.
- The dosing tank will have a 1.5 inch metal pipe entering at least 46" on center from the bottom of the tank at the riser end. The total length of the installed pump and piping shall be 46" from center of the line entering the tank to the bottom of the pump.
- The pipe in the tank will have a 1/16 hole pointed downward in the tank to relieve air after pump cycle.
- The pump tanks will have an EZ pull adapter for quick pump service.
- All pipes in the dosing tank will be galvanized water pipe, aluminum or stainless steel
- Metal pipe must extend at least 3' from tank toward Utility connection before converting to using PVC.

- The metal elbow shall have a 1/16 hole at a 30 degree downward angle drilled into it'
- A non spring check valve shall be connected to the Utility service just inside the Utility service box. This will make a total of two check valves at the service box.

Electrical Connections

- All connections shall meet the national electrical code.
- All connections shall be located outside of the tank.
- An approved alarm post with a high level alarm shall be located at the pump tank riser.
- No electrical connections are allowed inside the pump tank or riser.
- Two 110 volt electrical circuits are required from the house to the alarm post. One 12 gauge dedicated for the pump and one 14 gauge for the alarm, so the alarm will work even if the pump throws a circuit breaker. Wire in PVC conduit or direct burial wire is required.
- The conduit connecting the riser to the alarm post must be sealed so as to keep corrosive gasses from entering the alarm post.

Approved Materials: (contact the Utility in advance to recommend an addition to this list)

Risers: Can use either Orenco System or Polylok System risers as outlined below:

- Orenco: Jeff Brownfield at 423-331-2036
 - 2.000 FL24G-4BU Fiberglass Lid, 24" W/ Urethane Gasket, Angled Core; 4 bolts, Inlet & outlet
 - 2.000 RR2436 Pvc Access Riser, 24" Dia.
 - 2.000 MA320 200 G Epoxy Kit
 - 1.000 SB4 Pvc Splice Box W/4 Cord Grips
 - 1.000 PV55-1817 Simplex Biotube Pump Vault for 24" Riser, 18" Cartridge
- Polylok: www.polylok.com 877-POLYLOK
 - Polylok 3008 HD Heavy Cover or
 - Polylok 3008 RC Light Duty Cover
 - Polylok 3008-RP 24" Riser Pan or
 - Polylok 3008-SS 24" Safety Screen
 - Polylok 3008 24" Riser 6" tall
 - Polylok 3008-R12 24" Riser 1,2" tall
 - Polylok PL-68 Filter Cartridge (septic tank filter)
 - Polylok 3009-AR (adapter ring for plastic tanks)

Alarm Post:

- SJE Rhombus model PSPL20V6HL7 A www.sierhombus.com 1-888-DIALSJE
- Septic Products Inc. - Observer 100 www.septicproducts.com 419-282-5933

EZ pull adapter -EZ-Puller 1.5 inch www.webtrol.com 800-769-7867

Inspection Port Relief Valve 562-304 www.Plum.com 800-462-6991

STEP Septic Tank: 1 piece 2 chamber

- Orenco Step Tank: Jeff Brownfield 423-331-2036
- Norwesco 1050 Septic tanks part number 42250,42248,42283, 42293 www.norwesco.com
- Ashley Cement Tanks: Must be L piece 2 chamber poured tanks with two Polylok 24" risers and sealant between lid and tank.
- Watson Septic, Madisonville, TN
- Dixie Concrete, LaFollette, TN
- Tays Septic, Crossville, TN
- Morrison Tank & Vault, Morrison, TN

Approved Pumps:

- Myers 2NFLs1-8E www.femvers.com 419-289-1144
- Orenco: Jeff Brownfield at 423-331-2036
 - 1.000 PF100511 Effluent Pump; 1/2Hp, 10gpm, 115V, 60Hz, 10' Lead
 - 1.000 HV100BCFCPRX Hose & Valve Assembly, 1" Pressure, w/B,C,FC,X
 - 1.000 MF3A-Y,B,R-27V Fl. Assem.:(Y,B,R);27" step pump vault
 - 1.000 S1ETM Simplex Panel, 115V W/Etm

Some local Installers: (if an installer does poor work, the Utility reserves the right to not allow him/her to do further work) To add your installer, please call the Utility first:
Doug Hodge at 865-851-8351.

For additional technical assistance call DSH & Associates, LLC. 865-622-2452.

achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

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

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

The drip dispersal area shall not be used for vehicular traffic or vehicular parking. Dozers, trucks, tractors, and other heavy vehicles shall not be allowed to run over the drip dispersal area lines or other parts of the system.

5. Property Rights

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

6. Severability

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

7. Other Information

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

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

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

2. Permit Modification, Revocation, or Termination

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

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

3. Change of Ownership

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

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

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

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

4. Change of Mailing Address

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

C. NONCOMPLIANCE

1. Effect of Noncompliance

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

2. Reporting of Noncompliance

a. 24-Hour Reporting

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

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

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

b. Scheduled Reporting

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

3. Overflow

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

b. Overflows are prohibited.

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

d. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the

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

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

4. Upset

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

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

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

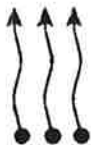
ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;

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

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

5. Adverse Impact

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



RECEIVED

FEB 18 2011

TN REGULATORY AUTHORITY
UTILITIES DIVISION

DSH & Associates, LLC
Engineering/Construction/Utility Services

11-00020

February 11, 2010

Patsy Fulton
Utility Rate Specialist
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505
615-741-2904 ext 193
Patsy.fulton@state.tn.us

SUBJECT: CCN Submittal Package
PROJECT: Lakeside Estates Waste Water Treatment System

Dear Patsy,

Attached please find the sign performance bond (attachment 12) and our signed contract with Robert Young (attachment 16), the identified certified operator for this facility.

We look forward to working with you and the rest of the team in moving this approval forward. Let me know if you require additional information.

Sincerely,

Douglas S. Hodge, Ph.D., PMP
Manager

DSH & Associates, LLC
4028 Taliluna Avenue
Knoxville, TN 37919
Operations Manager
P: 865-755-8066/F: 865-851-8351
Hodge.DSH@gmail.com

CORPORATE SURETY BOND

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

REFERENCE: DSH & Associates, LLC

Company ID: _____
Corporate Surety Bond #: 0010226
Effective Date: 1/31/11
Expiration Date: 1/31/12

DSH & Associates, LLC, as Principal, and Companion Property and Casualty Insurance Company, a corporation created and existing under the laws of _____, as Surety, (Hereinafter called "Surety") are bound to the State of Tennessee in the sum of exactly Twenty Thousand and 00/100 Dollars (\$20,000), and Principal and Surety hereby bind themselves, their successors and assigns, to pay in accordance with the following terms:

THE CONDITION OF THIS BOND IS:

The Principal is or intends to become a public wastewater utility subject to the laws of the State of Tennessee and the rules and regulations of the Tennessee Regulatory Authority ("Authority"), relating to the operation of a public wastewater utility: (describe utility and location)

Lakeside Estates Wastewater Collection and Treatment System, LaFollette TN

Tennessee Code Annotated § 65-4-201 requires the holder of a franchise for wastewater service to furnish a bond with sufficient surety, as approved by the Authority, conditioned as prescribed in Tenn. Comp. R. & Regs. Chapter 1220-4-13.

The Principal and Surety have delivered to the Authority a Surety Bond with an endorsement as required by the Authority.

After notice to the Principal and Surety and a contested case hearing that results in the suspension or revocation of the Principal's Certificate of Public Convenience and Necessity (CCN), the replacement of an operator by the Authority, or the appointment of a receiver by a court, the Authority may assess a sum sufficient of this bond, up to its maximum sum, to enable the continued operation of the public wastewater utility.

The Principal and the Surety are held and firmly bound to the State of Tennessee, in accordance with the provisions of Tenn. Comp. R. & Regs. Chapter 1220-4-13, in the amount of Twenty Thousand Dollars (\$ 20,000) lawful money of the United States of America to be used 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 Chapter 1220-4-13, by or on behalf of the Authority, for which obligation the Principal and the Surety bind themselves, their representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

Upon entry of an Order that finds a monetary obligation pursuant to Chapter 1220-4-13, and delivery to the Surety of a Bond Notice, substantially in the form set forth below ("Notice"), the Surety promises to pay, by wire transfer of immediately available funds, the amount of the monetary obligation as stated in the Order and Notice.

If for any reason, the Surety Bond is not to be renewed upon its expiration, the Surety shall, at least sixty (60) days prior to the expiration date of the Surety Bond, provide written notification by means of certified mail, return receipt requested, to the Tennessee Regulatory Authority, that the Surety Bond will not be renewed beyond the then current maturity date for an additional period. Before the date of expiration, the public wastewater utility shall provide the Tennessee Regulatory Authority with a replacement Surety Bond or petition consistent with Rule 1220-4-13-.07(5). Failure to have approved financial security in effect will subject the public wastewater utility to daily penalties pursuant to Tenn. Code Ann. § 65-4-120.

The bond shall become effective after execution by the Principal and Surety and upon filing with the Authority, and shall continue from year to year unless the obligations of the Principal under this bond are expressly released by the Authority in writing.

The Principal and Surety consent to the conditions of this Bond and agree to be bound by them.

This 31st day of January 2011.

Wendy S. Anlye
(Principal)

Companion Property and Casualty Insurance Co.
(Surety)

By: David R. Brett
David R. Brett, Attorney-in-Fact

June, 2006

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)

51 Clemson Road

Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Donald H. Gibbs of Atlanta, Georgia; Diane L. McLain of Fitchburg, Wisconsin; Julie Deupree of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 19th day of May, 2008.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 16th day of AUGUST, 2010.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By:

Charles M. Potok, President

Curtis C. Stewart, Vice President & CFO

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

On this 16th day of August, 2010, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CFO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.

Notary Public, State of SC, qualified in Richland County

Commission Expires: 7/14/14

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned, an officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 31st day of January, 2011

Bond No. 0010226

Curtis C. Stewart, Vice President & CFO

Number 28876

EXHIBIT 9

Assignment of Rights Agreement

ASSIGNMENT OF CONTRACT RIGHTS

This Assignment of Contract Rights ("Assignment") is executed as of the 17th day of January, 2024, by CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, on January 2, 2019, Assignor entered into an Agreement for Sale of Utility System ("Purchase Agreement"), with DSH & Associates, LLC, a Tennessee limited liability company ("DSH");

WHEREAS, Section 18 of the Purchase Agreement provides that Assignor may assign its rights to the Purchase Agreement to an entity affiliated with Assignor and controlled by Assignor, but without the need for DSH's consent;

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

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

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

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

ASSIGNOR:

CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation

By: _____
Josiah M. Cox, President

ASSIGNEE:

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

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

By: _____
Josiah M. Cox, President

EXHIBIT 10

State Operating Permit



LIMESTONE WATER

Utility Operating Company

A CSWR Managed Utility

January 23, 2023

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

RE: Lakeside Estates WWTP, SOP-07073 Transfer of Ownership

Permitting Staff:

Limestone Water Utility Operating Company is writing to inform you that Limestone Water Utility Operating Company, LLC is now the owner of Lakeside Estates WWTP. The State Operating Permit Number associated with this facility is SOP-07073. The change of ownership is effective on January 23, 2024. The previous owners of the facility are DSH & Associate, LLC.

We thank you for your attention to this matter. Please do not hesitate to contact us at msappington@cswrgroup.com or (314) 464-3976 or Amberly Schulz at aschulz@trccompanies.com or (573) 214-1075.

Sincerely,

Central States Water Resources
EHS Compliance Manger

CC: Amberly Schulz, TRC
Avery Gray, TRC

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:

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

Shilina B. Brown, Esq.
Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Shilina.Brown@ag.tn.gov

This the 22nd day of February 2024.



Katherine Barnes