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May 22, 2023

Electronically Filed in TPUC Docket Room on May 22, 2023 at 4:41 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: ***Limestone Water Utility Operating Company, LLC's Application to Expand its Certificate of Convenience and Necessity to Serve the Nash Ridge Subdivision*, TPUC Docket No. 23-00036**

Dear Chairman Hilliard:

Attached for filing please find *Limestone Water Utility Operating Company, LLC's Application to Expand its Certificate of Convenience and Necessity to Serve the Nash Ridge Subdivision*, including exhibits and pre-filed testimony[1].

As required, the original plus four (4) hard copies of the Application and supporting documentation will follow. We have also enclosed a check in the amount of $25.00 for the required filing fee. Please note that Exhibits 8 and 23 to the Application are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 8 and 23 are attached.

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

Katherine Barnes

Attachments
cc: Russ Mitten, Central States Water Resources
Vance Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division

[1] For administrative convenience, two USB drives of the *Application*, and supporting documentation, are enclosed.

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BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:	)	
	)	
LIMESTONE WATER UTILITY	)	
OPERATING COMPANY, LLC'S	)	
APPLICATION TO EXPAND ITS	)	**DOCKET NO. 23- 00036**
CERTIFICATE OF CONVENIENCE	)	
AND NECESSITY TO SERVE THE	)	
NASH RIDGE SUBDIVISION	)	
	)	

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC'S APPLICATION TO EXPAND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY TO SERVE THE NASH RIDGE SUBDIVISION

Pursuant to Tennessee Code Annotated sections 65-4-104 and 65-4-201, and all applicable Tennessee Public Utility Commission ("Commission" or "TPUC") Rules, Limestone Water Utility Operating Company, LLC ("Limestone") respectfully submits this Application to Expand its Certificate of Convenience and Necessity to serve the Nash Ridge Subdivision ("Application") in Williamson County, Tennessee. The Commission previously approved Limestone's acquisition of the wastewater system formerly owned and operated by Cartwright Creek, LLC, known as the Grasslands Sewer Treatment Plant ("Grasslands System"), and granted Limestone a Certificate of Public Convenience and Necessity ("CCN") to serve the customers previously served by Cartwright Creek, LLC.[1] The Nash Ridge Subdivision ("Nash Ridge") property is adjacent to Limestone's service area as authorized by the CCN.

[1] *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (Jan. 24, 2022).

ln support of its Application, Limestone submits the following:

I. Introduction

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

Limestone Water Utility Operating Company, LLC
c/o Josiah Cox
1630 Des Peres Rd., Suite 140
St. Louis, MO 63131
(314) 380-8544
regulatory@cswrgroup.com

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

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

3. In support of the Application, the following appendix and exhibits are attached hereto, and hereby incorporated by reference:

Appendix A - Minimum Filing Requirements for CCN and Acquisition Applications
Exhibit 1 - Description and Area Map of the Grasslands System
Exhibit 2 - Limestone Articles of Organization
Exhibit 3 - Limestone Operating Agreement
Exhibit 4 - Limestone Certificate of Existence
Exhibit 5 - CSWR Organization Chart
Exhibit 6 - Chart of Limestone's Affiliates and Number of Customers Served
Exhibit 7 - Pre-filed Direct Testimony of Limestone Witness Todd Thomas

Exhibit 8 - **SUBMITTED UNDER SEAL AS PROPRIETARY AND CONFIDENTIAL** - CSWR Consolidated Financial Statements
Exhibit 9 - Limestone Pro Forma Financial Statements
Exhibit 10 - Resumes of Key CSWR Personnel
Exhibit 11 - Surety Bond
Exhibit 12 - Developer Bond
Exhibit 13 - Officer/Key Employee Organization Chart
Exhibit 14 - Limestone State Operating Permit
Exhibit 15 - State Operator's Certificate
Exhibit 16 - Proposed Chart of Accounts
Exhibit 17 - List of Plant-In-Service Accounts
Exhibit 18 - Limestone's 2021 Annual Report
Exhibit 19 - Limestone's Proposed Tariff
Exhibit 20 - Confirmation of Contractor Letter
Exhibit 21 - Tennessee Department of Environment & Conservation Consent Order & Assessment
Exhibit 22 - Depreciation Rates
Exhibit 23 - **SUBMITTED UNDER SEAL AS PROPRIETARY AND CONFIDENTIAL** - Estimated Cost of Construction
Exhibit 24 - Harpeth Valley Utility District Letter - Providing No Service

II. Description of Limestone

Limestone is a Tennessee limited liability company. Its principal office and place of business is 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131. Limestone currently provides water and wastewater services to approximately 455 water connections and 1,900 wastewater connections in Hardin County and Williamson County, Tennessee.[2] A copy of Limestone's articles of organization, operating agreement, and certificate of existence, as filed with or issued by the Tennessee Secretary of State's office, are attached to the Application as

[2] The Commission previously granted Limestone CCNs to provide services in Tennessee. *See Order Approving Sale of Assets, Property, and Real Estate and Certificate of Public Convenience of Aqua Utilities Company, LLC Subject to Conditions and Requirements of the Tennessee Public Utility Commission*, TPUC Docket No. 19-00062 (Dec. 7, 2020); *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (Jan. 24, 2022) (acquisition of wastewater system previously owned by Cartwright Creek, LLC); *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00055 (Dec. 2, 2022) (acquisition of water and wastewater system previously owned by Shiloh Falls Utilities, Inc.); and *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00060 (Dec. 2, 2022) (acquisition of wastewater system previously owned by Chapel Woods Home Owners Association).

Exhibits 2, 3, and **4,** respectively. Limestone's sole member is Limestone Water Utility Holding Company, LLC ("LWUHC") a Tennessee limited liability company, whose sole officer is its President, Josiah Cox.

Limestone and LWUHC are part of a group of affiliated companies that directly or indirectly own and operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas, and provide services to approximately 133,300 connections. Each company within the group is an "affiliate" of each other company, as defined by TPUC Rule 1220-04-13-.16(2)(a). An organization chart showing all affiliate relationships within the group is attached to the Application as **Exhibit 5.** Each affiliate that directly owns and operates a water or wastewater system and the number of customers it serves is identified in **Exhibit 6.**

One of Limestone's affiliates, CSWR, LLC ("CSWR") provides financial, technical, and managerial expertise and services to each of the group's utility operating affiliates and will manage Limestone and the Grasslands System if the Commission approves the expansion. CSWR is the only company within the group that has employees and is the only affiliate that would provide services to Limestone. The technical, managerial, and financial services CSWR would provide Limestone are described later in the Application. CSWR is a Missouri limited liability company, and its principal office is located at 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131. It currently does not conduct business in Tennessee and does not intend to do so in the future; therefore, CSWR is not required to have a business license or any other authorization from the Tennessee Secretary of State.

III. Description of the Nash Ridge Subdivision

Nash Ridge is a subdivision containing 39 lots located on 206.12 acres in Williamson County. It is platted for one home per lot. Nash Ridge is immediately adjacent to Limestone's current service area served by the Grasslands System and authorized by its existing CCN. A map depicting Limestone's current service area and the adjacent Nash Ridge residential community is attached as **Exhibit 1**.

Wastewater services will be provided through a to-be constructed wastewater system and an existing wastewater system. The to-be constructed system will utilize precast concrete septic tanks for each home with E1 Grinder pumps and controls and PVC pipe collection force mains. The wastewater will be transported to an existing manhole in the existing Grasslands WWTP collection system and ultimately make its way to the Grasslands WWTP, which is an extended aeration treatment facility followed by clarification and chlorination and owned and operated by Limestone under its current CCN. Limestone is in the process of applying for and obtaining a modification to its existing Grasslands WWTP permit with TDEC to modify and expand the existing system. The Pre-filed Direct Testimony of Limestone Witness Todd Thomas describing this project is attached to the Application as **Exhibit 7**. A signed affidavit that all information submitted in the Application and in Mr. Todd's testimony is true and correct to the best of the witness' knowledge and belief will be filed as soon as it is available.

Finally, no other utility provides wastewater service to Nash Ridge and Nash Ridge is not located within the designated service territory of another utility providing similar service. A letter from Harpeth Valley Utilities District confirming that it does not provide nor has the ability to provide service to Nash Ridge is attached as **Exhibit 24**. Therefore, Limestone respectfully requests that, for the reasons set forth herein, just cause shown, and to serve the public interest,

the Commission find that this Notice satisfies the requirements of Commission Rule 1220-04-01-.13 and qualifies as an expansion of the CCN to serve Nash Ridge. `

IV. Limestone Possesses the Managerial, Financial, and Technical Expertise Necessary to Provide the Expanded Wastewater Services and Limestone's Proposed Expansion Serves the Public Interest

Through its affiliation with CSWR, Limestone possesses the requisite managerial, financial, and technical capabilities to serve as a wastewater services provider to Nash Ridge.[3] These capabilities are further explained in detail below and in Mr. Todd's Pre-filed Direct Testimony, and supported in Appendix A. The Commission has also previously found that granting a CCN to Limestone to serve the Grasslands System was in the public interest.[4] In addition to the water and wastewater services Limestone already provides in Tennessee, CSWR-affiliated companies currently operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. For each of the systems an affiliate currently owns or operates, CSWR provides the managerial, financial, and technical resources necessary to acquire and operate those systems. CSWR would continue to provide similar support for the expanded wastewater services that Limestone proposes in this case.

1. Managerial Qualifications

Resumes of key CSWR personnel who are closely involved with Limestone's operations are attached to this Application as **Exhibit 10**. Information presented in those resumes demonstrates the considerable managerial and technical expertise and experience available to Limestone through its affiliation with CSWR. Where additional or supplemental expertise is

[3] As noted in footnote 2, the Commission has previously reviewed and approved Limestone's managerial, financial, and technical capabilities, and Limestone incorporates such Commission orders by reference.
[4] As noted in footnote 1, the Commission granted Limestone a CCN to serve the Grasslands System previously owned and operated by Cartwright Creek, LLC.

required (e.g., personnel holding licenses or certifications required by Tennessee law), Limestone or CSWR will efficiently engage qualified independent contractors to satisfy those needs.

2. Technical Qualifications

CSWR' s technical resources and expertise have greatly improved the quality of service its utility-operating affiliates are able to provide their respective customers in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. CSWR has staff engineers and other similarly qualified personnel with experience in the design and operation of water and wastewater systems and supplements those resources with qualified and licensed local contract operators who are responsible for day-to-day plant operations. Access to these and other resources available through its affiliation with CSWR allows Limestone to achieve economies of scale and efficiencies not generally available to other similarly situated water and wastewater utilities. If the Commission grants the regulatory approval sought in this Application, CSWR would bring the same benefits it currently provides to its Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas customers to the Nash Ridge customers Limestone proposes to serve. In his Pre-filed Direct Testimony, Mr. Todd further describes and discusses the technical qualifications of Limestone and its affiliates to own and operate the Grasslands System.

3. Financial Qualifications

Through CSWR, Limestone has access to investment capital necessary to acquire small, oftentimes distressed, water and sewer systems and make investments necessary to upgrade, improve, and maintain those systems so they can provide safe and reliable water and wastewater service to customers. The developer will fund all necessary construction and has provided assurance in the form of the bond attached as **Exhibit 13**. After the acquisition is completed,

Limestone will own and operate the system. As needed, future improvements of the Grasslands System will be funded by equity, debt, or a combination of both, with future debt capital to be obtained from commercial sources, if available, at reasonable interest rates. Limestone and its affiliates thus have the financial capability necessary to acquire, own, and operate the System. CSWR's consolidated balance sheet and income statement for the last three (3) years are attached to the Application **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 8.** Limestone began operations as of March 18, 2021. A pro-forma income statement and balance sheet for Limestone for the first three years of its proposed operation of the Grasslands System is attached as **Exhibit 9.** Further, attached as **Exhibit 19** is Limestone's 2021 Annual Report, which includes an income statement and balance sheet. Limestone will provide its 2022 financial statements as soon as they are available.

4. <u>Limestone's Proposed Expansion Serves the Public Interest</u>

Limestone's acquisition of the Grasslands System served the public interest and, accordingly, the Commission granted Limestone its existing CCN. The Nash Ridge subdivision is immediately adjacent to the current area served by Limestone. No other utility provides wastewater service to Nash Ridge, and Nash Ridge is not located within the designated service territory of another utility providing similar service. A letter from Harpeth Valley Utilities District confirming that it does not provide nor does it have the ability to provide service to Nash Ridge is attached as **Exhibit 24**. Finally, Limestone proposes to charge the rates currently being charged in the area served by Limestone its existing CCN, which are the same rates customers were charged under Cartwright Creek's ownership of the Grasslands System. Therefore, an expansion of Limestone's current CCN to serve the Nash Ridge subdivision is in the public interest.

V. Conclusion

Limestone believes it is in the best interests of the future customers, in the requested service area, for Limestone to expand its certificated area. Limestone has the capability and resources to ensure that the system is appropriately constructed and operated. As an experienced utility provider in Tennessee, Limestone is familiar with the requirements of TPUC Rules 1220-04-13-.07, 1220-04-13-.08, and 1220-04-13-.17(2)(e) regarding the need for wastewater utilities to demonstrate acceptable financial security to comply with those rules, and has previously secured a corporate surety bond, in the form prescribed in TPUC 1220-04-13-.08. Therefore, the issuance of the expanded CCN to Limestone serves the public interest.

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

a. Approving the Application of Limestone for authority to expand its CCN to include the Nash Ridge Subdivision;

b. Authorizing Limestone to expand its certificated service area to include the area described herein.

c. Granting and providing such other relief as the Commission believes is necessary and appropriate.

Dated: May 22, 2023

Respectfully submitted,

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Attorneys for Applicant Limestone Water Utility Operating Company, LLC

APPENDIX A

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

(1) Please see accompanying Application and Pre-filed Direct Testimony of Limestone Witness Todd Thomas, attached as **Exhibit 7**.

(2)

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

2. An organizational chart showing each officer and any other key personnel is attached as **Exhibit 14**.

3. Limestone's sole member is Limestone Water Utility Holding Company, LLC, a Tennessee limited liability company. Its sole officer is its president Josiah Cox, whose office address is 1630 Des Peres Road, Suite 140, St. Louis, MO 63131. The company' s telephone number is (314) 380-8544.

4. An organization chart showing Limestone's affiliated companies is attached as **Exhibit 6**. One of Limestone's affiliates, CSWR, LLC, will provide managerial, technical, and financial support and will assume responsibility for overseeing day-to-day operations of Limestone's systems. CSWR is the only company within the group that has employees and is the only affiliate that would provide services to Limestone.

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

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

7. Nash Ridge is a 206.12-acre subdivision in Williamson County, Tennessee, and is the geographic area to be served by Limestone. A map of the proposed service area is attached as **Exhibit 1**.

8. Wastewater services to Nash Ridge will be provided through a to-be constructed wastewater system and an existing wastewater system. The to-be constructed system will utilize precast concrete septic tanks for each home with E1 Grinder pumps and controls and PVC pipe collection force mains. The wastewater will be transported to an existing manhole in the existing Grasslands WWTP collection system and ultimately make its way to the Grasslands WWTP, which is an extended aeration treatment facility followed by clarification and chlorination and owned and operated by Limestone under its current CCN.

9. The wastewater system will be completed in three (3) phases with Phase 1 being completed one (1) year post-CCN approval, Phase 2 being completed eighteen (18) months post-CCN approval, and Phase 3 being completed thirty (30) months post-CCN approval.

10. The wastewater system will be built in three (3) phases. Phase 1 will serve eighteen (18) lots, Phase 2 will serve sixteen (16) lots, and Phase 3 will serve five (5) lots.

11. The developer that has requested Limestone to provide wastewater service is Serenity Trust. The primary contact is Joshua Daniels. His email address is

josh@charitynetwork.com, mailing address is 10701 Vivaldi Court, Unit 701, Fort Myers, Florida 33913, and phone number is 239-398-0816.

12. Limestone will respond completely to all information requests by Commission staff.

(b) 1. A letter from the Harpeth Valley Utility District stating that it does not provide, nor does it have the ability to provide, wastewater service to the Nash Ridge subdivision is attached as **Exhibit 24**.

2. Not applicable.

3. A letter of confirmation of the contractor for the proposed wastewater installation is attached as **Exhibit 20**. Additionally, Limestone will file the developer agreement once the agreement is finalized.

(c) 1. Biographies of officers and key wastewater utility staff that demonstrate Limestone's managerial ability are attached as **Exhibit 10**. Included are a list of certifications and/or professional licenses held by officers and/or wastewater utility staff with documentation.

2. Limestone's affiliates have purchased and currently are operating public drinking water and/or wastewater services in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas that provide safe and reliable service to approximately 133,300 customers. Limestone-affiliated companies also currently have acquisition applications pending in Arizona, California, Louisiana, Mississippi, Missouri, North Carolina, Florida, Tennessee, and Texas.

3. The pending Tennessee mergers or acquisitions are as follows: (1) TPUC Docket No. 21-00059 (Candlewood Lakes Property Owners Association, Inc.), which has been approved by the Commission; and (2) TPUC Docket No. 23-00016 (DSH).[5]

4. A letter of confirmation of the contractor for the proposed wastewater installation and proof of a valid and current contractor's license is attached as **Exhibit 20**.

[5] Regarding pending Tennessee acquisitions involving Limestone, copies of required agreements can be found in the Commission's files for Docket No. 21-00059 (Candlewood Lakes Property Owners Association, Inc.) and Docket No. 23-00016 (DSH). In the unlikely event the rule seeks the submission of documents related to mergers or acquisition transactions *outside* the State of Tennessee involving Limestone's affiliates, Limestone submits that such a requirement to produce copies of all pending acquisitions is unduly burdensome, administratively inefficient and unlikely to produce information relevant to the issues the Commission must decide in this case – i.e., whether Limestone has the managerial, technical, and financial resources necessary to operate a wastewater utility in the area that is the subject of this Joint Application and whether the Joint Application serves the public interest.

Limestone is part of a CSWR affiliate group providing water and/or wastewater services in 11 states. At any particular time, Limestone's affiliates may have dozens of acquisition applications pending in those states, as well as dozens of others under contract that have not yet been submitted for regulatory approval. And because the CSWR affiliates continue to proactively evaluate potential additional acquisition opportunities, still more such contracts are likely. Therefore, a broader reading of Commission Rule 1220-04-13-.17(2)(c)(3)(c), rather than a narrower one, would require Limestone to provide a copy of the purchase agreement in each of those transactions and may require repeated supplemental filings, as similar agreements are signed during the pendency of this case.

Although purchase agreements used for each of the aforementioned transactions are substantially similar to one another, final terms are based on arms-length negotiations between CSWR (on behalf of its utility affiliates) and the sellers of each water and/or wastewater system the affiliate group seeks to acquire. Differences in terms from contract to contract are primarily attributable to the subjective circumstances and objectives of each individual seller, the totality of circumstances surrounding the proposed acquisition (e.g., the age and condition of plant assets, its location, debt or other obligations of the seller, and regulatory and environmental concerns). Therefore, because final contract terms are transaction-specific, it is a virtual certainty a contract for an unrelated acquisition transaction in another state would provide no information useful to the Commission in evaluating Limestone's request to expand its service area to include the Nash Ridge subdivision.

The general purpose of the Commission's *Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity* is to "demonstrate to the Commission that [an applicant] possesses sufficient managerial, financial, and technical capabilities, to provide the wastewater services for which it has applied," and the specific purpose of Commission Rule 1220-.04-13.17(2)(c)(3) is to provide "[e]vidence that the applicant possesses sufficient managerial ability." As noted in footnote 2 of this Joint Application, the Commission has previously reviewed and approved Limestone's managerial, financial and technical capabilities.

(d) 1. Limestone currently holds discharge permit TN0027278 for the Grasslands system that will serve Nash Ridge. Limestone is in the process of requesting a modification of that permit from TDEC to expand their system to serve the Nash Ridge subdivision.

2. A copy of the State Operator Certificate for the wastewater system operator of record is attached as **Exhibit 16**.

3. The name, address, and telephone number of the technical contact person responsible for and knowledgeable about Limestone's proposed operations in Tennessee is Aaron Silas, 1630 Des Peres Road, Suite 140, St. Louis, MO 63131, (314) 380-8510.

4. Limestone entered into a Consent Order and Assessment ("Consent Order") with TDEC on February 13, 2023. The Consent Order resolved violations that had occurred at the Grasslands facility and set forth a corrective action plan. A copy of the Consent Order is attached as **Exhibit 21**. No complaints or notices of violation are pending with TDEC.

5. Limestone will file certification from a design engineer that the wastewater system was constructed in accordance with the TDEC-approved construction plans and specifications once construction of the wastewater system has commenced, and prior to providing service.

(e) 1. Financial statements for CSWR for the last three (3) years are attached UNDER SEAL as PROPRIETARY AND CONFIDENTIAL **Exhibit 8**. Attached as **Exhibit 19** is Limestone's 2021 Annual Report. Limestone will provide its 2022 financial statements as soon as they are available.

2. Pro forma statements for the wastewater utility are attached as **Exhibit 9**.

3. A proposed chart of accounts is attached as **Exhibit 17** .

4. Plant-in service account numbers are attached as **Exhibit 18**.

5. The depreciation rates for Limestone are attached as **Exhibit 23**.

6. The estimated cost of construction for the expansion of the wastewater system to serve Nash Ridge is attached UNDER SEAL as PROPRIETARY AND CONFIDENTIAL **Exhibit 23**.

7. If the Commission approves the expansion, Limestone will own the wastewater system after construction is complete. Limestone will provide, as soon as it is available, a detailed breakdown of the estimated amount of contributed capital that will be recorded on Limestone's financial books.

8. The tariff is attached **Exhibit 20**.

9. Limestone will provide, as soon as they are available, estimates of costs and customers added by month for the first five (5) years based upon the construction build-out schedule for developers in the service area of the proposed wastewater system.

10. Not applicable.

11. Documentation that Limestone has acquired a performance bond from the developer of the wastewater system is attached as **Exhibit 13**.

12. The proposed wastewater system will be constructed by the developer. Limestone has access to funding from CSWR, if needed.

13. A bond demonstrating compliance with the financial security requirement of Rule 1220-04-13-.07 is attached as **Exhibit 12**.

(f) Pre-filed direct testimony is attached as **Exhibit 7.**

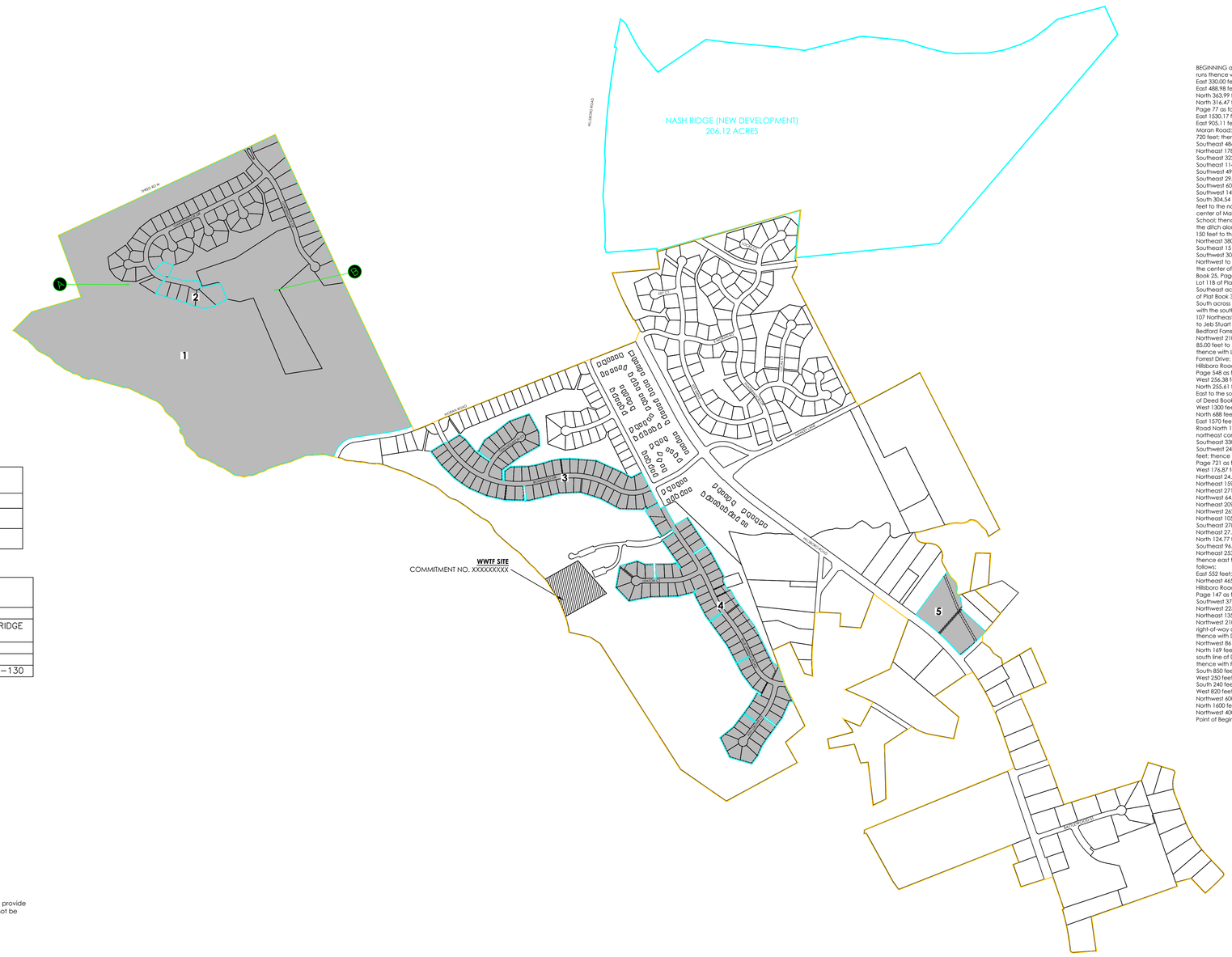
EXHIBIT 1

FINAL SERVICE AREA MAP
GRASSLANDS - CARTWRIGHT CREEK
(WASTEWATER)
WILLIAMSON, TX

0 500' 1000'

SCALE: 1" = 500'

*SHADED AREAS REPRESENT PLATS THAT HAVE BEEN ACCOUNTED FOR



LIFT STATION SUMMARY		
NUMBER	NAME	SUBDIVISION PLAT
A	LIFT STATION	1
B	LIFT STATION	1

	SUBDIVISION LOCATIONS (SHADED AREAS REPRESENT PLATS THAT HAVE BEEN ACCOUNTED FOR)
1	THE GARDENS AT OLD NATCHEZ 27–77
2	THE GARDENS AT OLD NATCHEZ REVISION OF ROW OF GARDENRIDGE DR AND LOTS 41–47 29–13
3	RIVER REST ESTATES SECTION 4 6–72
4	RIVER REST ESTATES SECTION 5 8–28
5	REVISION GRASSLAND ESTATES, SECTION ONE, LOTS 8 & 9 26–130

MAP LEGEND

UTILITY SERVITUDE PER RECORD PLAT

LOT LINE

SUBDIVISION OUTLINE

UTILITY AREA SERVICED

MAP DISCLAIMER:

This document is a graphic representation of the approximate service area for a utility system. It is solely to provide a visual of the area of the system. This drawing does not constitute a property boundary survey and shall not be used to convey property.

Utility Note Disclaimer:

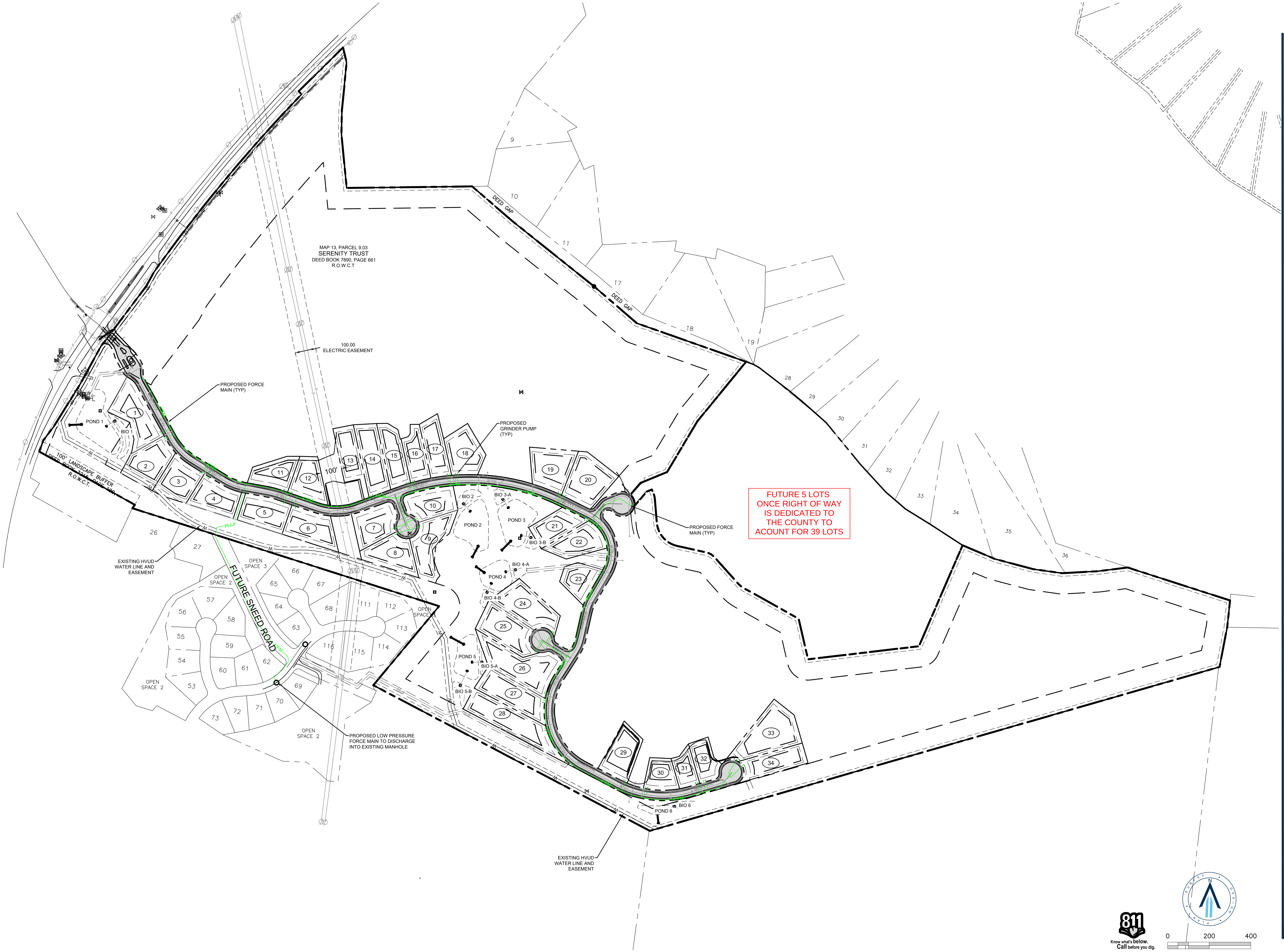
The service area shown hereon are depicted based on the service area map provided by the system manager and the Certificate of Convenience and Necessity (CCN). 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general service area of the system to assist with ordering title work and preparation of scope for a License Land Surveyor. This sketch should not be used to interpret encroachments.

Service Area Description:

BEGINNING at the northwest corner of the Common Open Area tract in Plat Book 27, Page 77 in the center of the Harpeth River; runs thence with the exterior boundary of lands on said plat as follows:
East 330.00 feet;
East 488.98 feet;
North 363.99 feet;
North 316.47 feet to the south right-of-way of Sneed Road; thence continuing with the exterior boundary of lands on Plat Book 27, Page 77 as follows:
East 1530.17 feet;
East 905.11 feet; thence leaving Sneed Road with the exterior boundary of the lands on said plat South 3334.92 feet to the center of Moran Road; thence with the center of Moran Road East 5000 feet to the center of Hillsboro Road; thence with Hillsboro Road North 720 feet; thence east to the northwest corner of Section 2 of Plat Book 15, Page 27; thence with Plat Book 15, Page 27 as follows:
Southeast 486.14 feet;
Northeast 178.95 feet;
Southeast 322.86 feet to the northwest corner of Section 1 of Plat Book 16, Page 80; thence with Plat Book 16, Page 80 as follows:
Southeast 1147.11 feet;
Southwest 494.43 feet;
Southeast 29.86 feet;
Southwest 60.0 feet;
Southwest 146.90 feet;
South 304.54 feet to the northeast corner of Section 3C of Plat Book 19, Page 74; thence with Plat Book 19, Page 74 South 1022.14 feet to the northeast corner of Section 3B of Plat Book 18, Page 115; thence with Plat Book 18, Page 115 South 134.00 feet to the center of Manley Lane; thence with the center of Manley Lane East 725 feet to the northeast corner of Grasslands Elementary School; thence with the school South 1840 feet to a ditch in the north line of Plat Book 2, Page 59; thence west and then south with the ditch along the lines of Plat Book 2, Page 59 to the southwest corner of Lot 41A of Plat Book 2, Page 59; thence with Lot 41A East 150 feet to the southwest corner of Lot 42B; thence with Lot 42B as follows:
Northeast 380 feet;
Southeast 151 feet;
Southwest 308 feet;
Northwest to the northeast corner of Lot 45B; thence with Lot 45B Southeast 380 feet to the center of Harpeth Hills Drive; thence with the center of Harpeth Hills Drive southwest 350 feet; thence south to the center of a ditch at the northeast corner of Lot 10 of Plat Book 25, Page 93; thence South with the ditch to the southeast corner of Lot 10; thence West 16.29 feet to the northeast corner of Lot 11B of Plat Book 2, Page 95; thence with Lot 11B and Lot 11A South 358 feet to the north right-of-way of Bobby Drive; thence Southeast across Bobby Drive to the northwest corner of Deed Book 7092, Page 727; thence South to the northeast corner of Lot 1 of Plat Book 3, Page 28; thence with Lot 1 and Lot 2 South 412.95 feet to the north right-of-way of General JB Hood Drive; thence South across General JB Hood Drive to the northeast corner of Lot 184; thence with Lot 184 and Lot 183 South 443.26 feet; thence with the south line of Plat Book 3, Page 28, East 850.00 feet to the east line of Plat Book 56, Page 107; thence with Plat Book 56, Page 107 Northeast 190.27 feet; thence Northeast to the center of General JB Hood Drive; thence with General JB Hood Drive Southeast to Jeb Stuart Drive; thence with Jeb Stuart Drive South to General Nathan Bedford Forest Drive; thence with General Nathan Bedford Forest Drive West 280 feet; thence North to the southwest corner of Lot 173 of Plat Book 3, Page 28; thence with Lot 173 Northwest 210.37 feet to Lot 174; thence with Lot 174 West 189.35 feet to the northwest corner of Lot 172; thence with Lot 172 South 85.00 feet to the northeast corner of Lot 171; thence with Lots 171 through 166 West 931.55 feet to the northeast corner of Lot 165; thence with Lot 165 South 340.67 feet to the southeast corner of Lot 165; thence south to the center of General Nathan Bedford Forest Drive; thence with General Nathan Bedford Forest Drive west to the center of Hillsboro Road; thence with the center of Hillsboro Road North 820 feet; thence West to the southeast corner of Deed Book 2440, Page 548; thence with Deed Book 2440, Page 548 as follows:
West 256.38 feet;
North 255.61 feet;
East to the southwest corner of Deed Book 6714, Page 634; thence with Deed Book 6714, Page 634 North 200 feet to the south line of Deed Book 8676, Page 765; thence with Deed Book 8676, Page 765 as follows:
West 1300 feet;
North 688 feet;
East 1570 feet to the right-of-way of Hillsboro Road; thence east to the center of Hillsboro Road; thence with the center of Hillsboro Road North 1100 feet; thence West to the southeast corner of Lot 7 of Plat Book 1, Page 73; thence with Lot 1 West 393 feet to northeast corner of Lot 11; thence with Lot 11 as follows:
Southeast 330 feet;
Southwest 242.5 feet; thence southwest to the center of Bethlehem Loop Road; thence with Bethlehem Loop Road Northwest 480 feet; thence West 320 feet; thence Southwest 560 feet to the south line of Deed Book 5038, Page 721; thence with Deed Book 5038, Page 721 as follows:
West 176.87 feet;
Northeast 24.69 feet;
Northeast 159.95 feet;
Northeast 271.00 feet;
Northwest 64.67 feet;
Northeast 209.85 feet;
Northwest 262.61 feet;
Northeast 105.13 feet;
Southeast 278.30 feet;
Northeast 27.50 feet;
North 124.77 feet;
Southeast 96.64 feet;
Northeast 253.16 feet to the center of Bethlehem Loop Road; thence with the center of Bethlehem Loop Road Northwest 330 feet; thence east to the northwest corner of Deed Book 2407, Page 628; thence with the north line of Deed Book 2407, Page 628 as follows:
East 552 feet;
Northeast 465 feet to the right-of- way of Hillsboro Road; thence Northeast to the center of Hillsboro Road; thence with the center of Hillsboro Road Northwest 450 feet; thence southwest to the southeast corner of Plat Book 26, Page 147; thence with Plat Book 26, Page 147 as follows:
Southwest 378.58 feet;
Northwest 225.38 feet;
Northeast 135.00 feet;
Northwest 210.00 feet to the right-of-way of Old Hillsboro Road; northwest to the center of Old Hillsboro Road; thence with the right-of-way of Old Hillsboro Road Southwest 700 feet; thence northwest to the southeast corner of Deed Book 6719, Page 596; thence with Deed Book 6719, Page 596 as follows:
Northwest 86 feet;
North 169 feet to the southwest corner of Deed Book 836, Page 412; thence with Deed Book 836, Page 412 North 185 feet to the south line of Deed Book 836, Page 391; thence with Deed Book 836, Page 391 West 179 feet to the east line of Plat Book 5, Page 107; thence with Plat Book 5, Page 107 as follows:
South 850 feet;
West 250 feet;
South 240 feet;
West 820 feet;
Northwest 600 feet;
North 1600 feet;
Northwest 400 feet to the center of the Harpeth River; thence with the center of the river in a northwest direction 7000 feet to the Point of Beginning.

DATE:	2/22/2023
PROJECT NO:	0512–18
DRAWN BY:	A.M.D.
SCALE:	1"=500'
SHEET NAME:	
SERVICE AREA MAP	

21 DESIGN GROUP INC.
1351 Jefferson, Suite 301
Washington, MO 63090
mail@21designgroup.net
P: 636-432-5029



RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

NASH RIDGE

FOR

SERENITY TRUST

2600 HILLSBORO ROAD, BRENTWOOD, TENNESSEE

Scale:	1"=200'
Date:	2022.09.19
Approved By:	M.MERRILL
Revisions:	

Drawing Title:

OVERALL SEWER

Drawing No.

S1.0

Project No.

19163

EXHIBIT 2

000997814

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270

Tre Hargett
Secretary of State

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

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

For Office Use Only
-FILED-
Control # 000997814

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

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

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

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

3. This company has the additional designation of: None

4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY

5. Fiscal Year Close Month: December

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

7. The Limited Liability Company will be:
☐ Member Managed ☑ Manager Managed ☐ Director Managed

8. Number of Members at the date of filing: 1

9. Period of Duration: Perpetual

10. The complete address of the Limited Liability Company's principal executive office is:
300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270

Tre Hargett
Secretary of State

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

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

For Office Use Only
-FILED-
Control # 000997814

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

11. The complete mailing address of the entity (if different from the principal office) is:
STE 500
500 NORTHWEST PLAZA DR
SAINT ANN, MO 63074-2220

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)
☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)
☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.
Licensed Profession:

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

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

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

17. Other Provisions:

Electronic	Attorney
Signature	Title/Signer's Capacity
Caroline M. Johnson as authorized representative for Limestone Wate	Dec 4, 2018 10:37AM
Printed Name	Date

EXHIBIT 3

OPERATING AGREEMENT OF LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

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

RECITALS

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

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

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

ARTICLE I.
ORGANIZATION

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

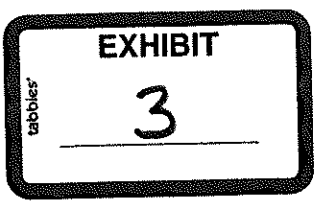
(a) "Act" is defined in Section 1.2 hereof.

(b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.

(c) "Business Property" means all properties, assets and interests (whether real or personal, tangible or intangible) now or hereafter owned or held by the Company.

(d) "Capital Account" means the Capital Account maintained by the Company for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time.

(e) "Capital Contributions" means with respect to the Member, the total amount of money and the fair market value of the other property, if any, to be contributed to the Company by the Member in accordance with Article II hereof. The Member's "Paid-In Capital Contribution" means the amount of the Member's Capital Contribution actually paid in cash or other property actually contributed to or on behalf of the Company. With respect to the Company, such terms shall mean the aggregate



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.
CAPITAL CONTRIBUTIONS

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

ARTICLE III.
DISTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV.
ALLOCATION OF NET PROFITS AND NET LOSSES

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

ARTICLE V.
ACCOUNTING; RECORDS

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

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

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

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

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

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

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

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

6.3. Manager.

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

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

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

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

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

6.4. Indemnification

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

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

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

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

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

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

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

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

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

ARTICLE VII.
DETERMINATIONS BY THE MEMBER

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

ARTICLE VIII.
ACTIONS OF THE MANAGER

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

ARTICLE IX.
TRANSFER OF MEMBER'S INTEREST

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

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

ARTICLE X.
DISSOLUTION OF THE COMPANY

10.1. Dissolution Acts.

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

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

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

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

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

ARTICLE XI.
GENERAL

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

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

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

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

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

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

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

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

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

Limestone Water Utility Holding Company, LLC

DocuSigned by:

By: _____
144D2DD1440B4DC...

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

Agreed and Accepted by:

DocuSigned by:

_____
144D2DD1440B4DC...

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

EXHIBIT A
INITIAL CAPITAL CONTRIBUTIONS

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

EXHIBIT 4

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

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

May 3, 2021

Request Type: Certificate of Existence/Authorization
Request #: 0415492
Issuance Date: 05/03/2021
Copies Requested: 1

Document Receipt

Receipt # : 006338914	Filing Fee: $20.00
Payment-Credit Card - State Payment Center - CC #: 3806073067	$20.00

Regarding:	Limestone Water Utility Operating Company, LLC		
Filing Type:	Limited Liability Company - Domestic	Control # :	997814
Formation/Qualification Date:	12/04/2018	Date Formed:	12/04/2018
Status:	Active	Formation Locale:	TENNESSEE
Duration Term:	Perpetual	Inactive Date:	
Business County:	KNOX COUNTY		

CERTIFICATE OF EXISTENCE

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

Limestone Water Utility Operating Company, LLC

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

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

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

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

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

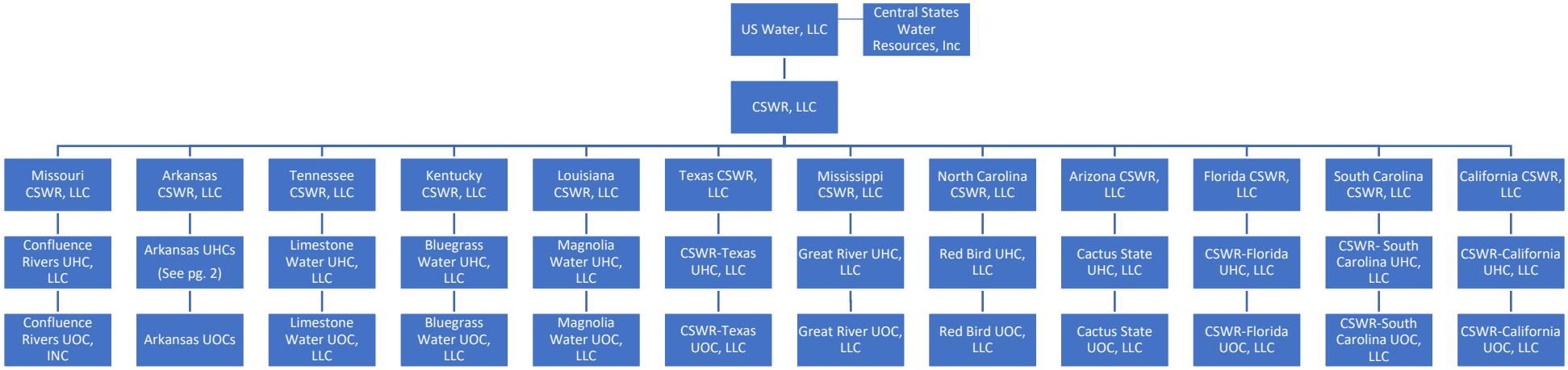
Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 046029631

EXHIBIT 5

Central States Water Resources Corporate Entity Organizational Chart



Arkansas CSWR Organizational Chart Detail

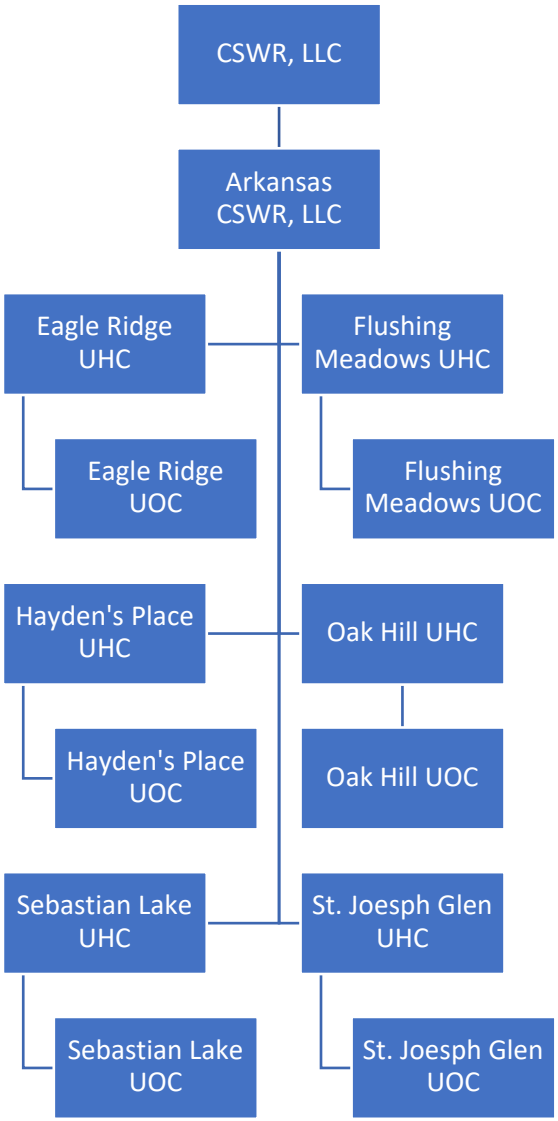


EXHIBIT 6

Chart of Limestone's Affiliates and Number of Customers Served

CSWR provides water and wastewater services to 15 utility operating companies in Missouri and Arkansas serving approximately 133,000 connections total. Below is a list of utilities served:

Missouri

Utility Operating Company	Service Provided	Connections (Total Services)
Confluence Rivers	Water & Wastewater	9,561

Arkansas

Utility Operating Company	Service Provided	Connections (Total Services)
Hayden's Place	Wastewater	121
St. Joesph's Glen	Wastewater	496
Sebastian Lake	Water & Wastewater	228
Oak Hill	Wastewater	198
Eagle Ridge	Wastewater	429
Flushing Meadows	Wastewater	294

Kentucky

Utility Operating Company	Service Provided	Connections (Total Services)
Bluegrass Water	Wastewater & Wastewater	3,573

Louisiana

Utility Operating Company	Service Provided	Connections (Total Services)
Magnolia Water	Wastewater & Wastewater	69,652

Texas

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Texas	Wastewater & Wastewater	9,660

Tennessee

Utility Operating Company	Service Provided	Connections (Total Services)
Limestone Water	Wastewater & Wastewater	2,013

Arizona

Utility Operating Company	Service Provided	Connections (Total Services)
Cactus State	Wastewater & Wastewater	3,213

North Carolina

Utility Operating Company	Service Provided	Connections (Total Services)
Red Bird	Wastewater	176

Florida

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Florida	Wastewater & Wastewater	17,912

Mississippi

Utility Operating Company	Service Provided	Connections (Total Services)
Great River	Wastewater & Wastewater	15,632

EXHIBIT 7

DIRECT TESTIMONY

OF TODD THOMAS

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

WITNESS INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Todd Thomas. My business address is 1630 Des Peres Road, Suite 140, St. Louis Missouri, 63131.

Q. PLEASE DESCRIBE CSWR, LLC, AND LIMESTONE WATER UTILITY OPERATING COMPANY.

A. CSWR, LLC ("CSWR") is a holding company that currently indirectly owns utility operating companies in 11 states. Limestone Water Utility Operating Company, LLC ("Limestone Water" or "Company") is the CSWR-affiliated utility operating company in Tennessee.

Q. WHAT IS YOUR POSITION WITH CSWR?

A. I am Senior Vice President of CSWR, the affiliated company that has operational oversight over CSWR's utility operating companies including Limestone Water. At CSWR, my responsibilities include the acquisition, development, and operation of CSWR-affiliated utilities. Among other duties, and relevant to this testimony, I am responsible for engaging and overseeing management and maintenance service providers including those contractors responsible for day-to-day operations and maintenance ("O&M") of CSWR operating affiliates like Limestone Water. In addition, I am responsible for engaging and

overseeing customer service providers. At the present time, I oversee such activities for affiliated operating companies providing water or wastewater utility services to approximately 135,000 connections in Kentucky, Missouri, Arkansas, Tennessee, Louisiana, Texas, Mississippi, North Carolina, South Carolina, Arizona, and Florida. CSWR has additional applications pending in most of these states as well as in California seeking authorization to acquire even more systems and customers. If those applications are approved, my oversight responsibilities will extend to those additional systems and customers.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE.

A. My education includes a Bachelor of Science in Civil Engineering from the Missouri University of Science and Technology, and a Master of Business Administration from Washington University in St. Louis.

Before joining CSWR, I was President of Brotcke Well and Pump (the 2nd largest well driller and service provider in the Midwest); Vice President of Operations and Business Development of the Midwest for American Water Contract Operations; and General Manager of Midwest Operations for Environmental Management Corporation. I currently serve on the East Central Missouri Board of Directions and am an Advisory Board member for the Public Water Supply District 2 of St. Charles County, Missouri which is the largest water and sewer district in the State of Missouri serving approximately 60,000 connections.

Brotcke Well and Pump serves municipal potable, regulated potable, and industrial ground water suppliers in the states of Missouri, Illinois, Kansas, Tennessee, Kentucky, and Arkansas. Its total number of clients exceeds 200 and they range in size from the City of Bloomington, Illinois, with 31,000 water customers, to 230 customers in the City of Eminence, Missouri. Brotcke Well and Pump drills wells, cleans and treats wells, installs pumps, services pumps, rebuilds pumps, tests wells for regulatory compliance, and installs and services well controls. As President of Brotcke Well and Pump, I was involved in the design, maintenance, and repair of all client well systems. I have firsthand experience with how much damage can be done by lack of maintenance on a well system and how much money and effort is required to restore a well system after neglect.

As Vice President of Operations and Business Development of the Midwest for American Water Contract Operations, I was responsible for the water and wastewater operations and maintenance contracts for municipal and industrial clients. These clients included wastewater systems owned and operated by the City of St. Charles, in Missouri, and the cities of Godfrey, Mount Vernon, Quincy, Litchfield, Lincoln, Pittsfield, and Elwood in Illinois. These clients also included water and wastewater systems owned and operated by the City of Foristell, Missouri, and the Illinois cities of Brighton, and Monmouth. At one time I had responsibility for operating water and wastewater systems serving approximately 64,000 residential connections. My responsibilities included the direction and management of annual budgeting for each plant's operations and maintenance, design and planning of plant upgrades and maintenance projects, regulatory reporting, plant operations, and regulatory compliance of these systems.

My position as General Manager of Midwest Operations for Environmental Management Corporation was similar to my position with American Water Contract Operations with regard to the size and scope of the systems the company managed.

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

A. The purpose of my testimony is to support the application filed in this case ("Application") through which Limestone asks that the Commission expand the company's Certificate of Convenience and Necessity ("CCN") to allow it to own and operate a wastewater system to serve the Nash Ridge subdivision in Williamson County. My testimony describes the proposed expansion and explains why Limestone believes the expansion is in the public interest. Specifically, I will discuss the development envisioned for the proposed service area, as well as the need for the CCN expansion so that Limestone can operate the wastewater treatment system to be constructed for the proposed development.

I also describe Limestone's relationship to CSWR, the role CSWR would play in Limestone's operation of the wastewater system at issue in this case, and the benefits Limestone's relationship with CSWR would bring to customers served by that system. Finally, to the extent applicable, I provide the Commission information required by TPUC Rule 1220-04-13-.17(2) and other rules applicable to the Application. In this testimony, I also adopt the Application and verify that all information included there is true and correct to the best of my information and belief.

BACKGROUND INFORMATION REGARDING LIMESTONE AND ITS AFFILIATES

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

A. Limestone is a Tennessee limited liability company formed to acquire water and wastewater assets in Tennessee and to operate those assets as a regulated public utility. In Docket No. 19-00062, involving Limestone's acquisition of Aqua Utilities Company, Inc., the Commission first authorized Limestone to operate in Tennessee. There the Commission held:

> Based on the evidentiary record, the Hearing Panel found that Limestone has the requisite managerial, technical, and financial capabilities to operate the water system and wastewater system in Hardin County serving Points of Pickwick, The Preserve, and Northshore (Phases 1, 2, and 3) now owned by Aqua.

The Commission subsequently reached similar conclusions regarding the managerial, technical and financial capabilities of Limestone when it approved the acquisition of Cartwright Creek and the expansion of Limestone's CCN:

> The Commission found that Limestone demonstrated that it has sufficient financial, managerial, and technical expertise to operate the Williamson County wastewater systems at issue.

As a result of these acquisitions, Limestone now serves approximately 455 water customers and 1,771 wastewater customers.

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

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

Furthermore, CSWR-affiliated entities have additional acquisitions pending in several of these states as well as in the state of California.

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

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

Q. PLEASE DESCRIBE CSWR-AFFILIATES' EXPERIENCE WITH WASTEWATER SYSTEMS.

A. If this application is approved, Limestone has the financial, technical, and managerial ability to serve the Nash Ridge subdivision in a manner that fully complies with applicable health, safety, and environmental protection laws and regulations and provides reliable, safe, and adequate service to customers. As of the end of 2022, CSWR was the twelfth largest investor-owned water and wastewater utility in the United States. We also are the largest single owner operator of individual wastewater systems in the United States, and we will be on track to singlehandedly bring into compliance the largest number of individual wastewater plants across our national footprint in recent United States history (potentially ever). The CSWR-affiliated group of companies is likely the most qualified utility in the United States to service customers based on the number of systems we own, the number of systems that we have purchased and kept in environmental compliance, and our personnel having the most relevant experience running small utilities. Our affiliate group current owns and operates more than 800 water and wastewater plants within our eleven-state operational footprint. On a daily basis we deliver, on average, more than 14.6 million gallons of water daily to our more than 42,000 water connections and treat almost 20 million gallons of wastewater to our more than 60,000 wastewater connections. In Louisiana, alone, our affiliate has removed fifty-nine (59) systems from Agreements on Consent with the Louisiana Department of Environmental Quality – the fastest timeframe ever for a large group of systems – and we are 100% compliant with environmental compliance agreements entered into with state regulators. These agreements are necessary because of the extremely distressed nature of many systems our group acquires, and our record of compliance with and removal from these agreements is testament to our ability to own and operate such systems in a manner that complies with applicable laws and provides safe and reliable service to customers.

Specifically, on the wastewater side of the business, CSWR affiliates (including Limestone) have purchased wastewater treatment plants with associated sewer pumping stations, gravity force mains, and gravity conveyance lines. With the approval of state wastewater regulatory authorities, since March 2015, CSWR-affiliated companies have designed, permitted, and completed construction, of numerous sanitary sewer system improvements. These improvements include wastewater line repairs to remove infiltration and inflow, building sewer main extensions, the repair of multiple lift stations, the construction of lift stations, the closure of an existing regulatory impaired wastewater system, building fully activated sludge plants, constructing moving bed bio-reactor plants converting multiple failing wastewater systems into sludge storage/flow equalization and treatment basins, converting failed mechanical systems to I-Fast systems, and constructing various other wastewater supporting improvements.

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

A. Yes. This fact is evidenced by the fact that CSWR is already providing those and other similar services for wastewater systems in Tennessee, as well as 10 other states. While I have already described my background and experience in the water and wastewater utility industry, the resumes of the other key members of CSWR's senior team who would be involved in Limestone's operations are included as **Exhibit 13**. The resumes of the CSWR senior team shows that Limestone is well-qualified to meet the demands of Limestone and its customers as well as any requirements of this Commission and other regulators charged with overseeing Limestone's operations. The types and quality of services that CSWR provides to Limestone are not typically available to small systems like that at issue in this

case. However, CSWR's business model was developed specifically to provide that expertise and experience to affiliates and to do so while achieving economies of scale attributable to CSWR's centralized management structure.

Q. PLEASE DESCRIBE THE CUSTOMER SERVICES THAT CSWR PROVIDES TO ITS AFFILIATE CUSTOMERS.

A. In addition to these operational capabilities, CSWR also provides customer service to customers that meet or exceed regulatory commission rules. CSWR provides 24/7 access to customer service representatives via phone and email. Similarly, CSWR provides around the clock emergency response to operational problems. Furthermore, through its website, CSWR customers can access information regarding advisories, payment options and customer education items. If the Application is approved, Limestone would provide this same level of customer service to the Nash Ridge customers.

Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO PROVIDE WASTEWATER SERVICE TO THE NASH RIDGE SUBDIVISION?

A. Yes, Limestone and CSWR have the financial capacity to provide wastewater services to the Nash Ridge subdivision. The CSWR-affiliated group, of which Limestone is a member, has been able to secure an ongoing commitment from a Wall Street private equity firm that enables CSWR utility affiliates to not only purchase small, oftentimes distressed, water and wastewater systems, but to also make the investments necessary to bring those systems into compliance with applicable health, safety, and environmental protection laws and regulations. This investment commitment also includes working capital necessary to operate until an application for compensatory rates can be prepared and prosecuted.

Q. HOW DOES LIMESTONE PROPOSE TO PROVIDE OPERATIONAL SUPPORT TO THE NASH RIDGE SUBDIVISION?

A. As it currently does for its other Tennessee service areas, Limestone would hire a local, non-affiliated third-party Operations and Maintenance ("O&M") firm that has knowledgeable and experienced personnel, possesses requisite state licenses, and carries insurance coverage necessary to operate the Nash Ridge system.

In addition to its service obligations during normal business hours, the O&M firm would also be required to have a 24-hour emergency service line to deal with customers experiencing service disruptions. CSWR has developed a centralized computerized maintenance management system that monitors the performance of both its drinking water and wastewater systems and allows it to track the ongoing maintenance and testing work performed by its O&M contractors. In addition, CSWR uses geographic information system ("GIS") survey information to accurately map all infrastructure assets, which allows the Company to specifically target ongoing infrastructure re-investment as part of the overall managerial and technical support CSWR provides each of its utility operating affiliates.

While day-to-day operational functions would be provided by non-employee contractors, all management, financial reporting, underground utility safety and location services, Commission regulatory reporting, environmental regulatory reporting and management, operations oversight, utility asset planning, engineering planning, ongoing utility maintenance, utility record keeping, and final customer dispute management would be performed by personnel at CSWR's corporate office. CSWR personnel also would monitor the activities of the non-employee contractors to make sure the system is being

operated and maintained properly and customers' needs are being met. As mentioned, the resumes of CSWR personnel who, in addition to me, would be responsible for providing services or oversight to Limestone's operation, are attached to the Application as **Exhibit 13**.

DESCRIPTION OF THE PROPOSED SERVICE AREA EXPANSION

Q. PLEASE DESCRIBE THE CERTIFICATE EXPANSION THAT LIMESTONE SEEKS IN THIS APPLICATION.

A. The proposed service area expansion is approximately 206.12 acres in Williamson County, which consists of a 39-lot residential subdivision. A map showing the location of this system is provided as **Exhibit 1** to the Application. The subdivision is being developed by Serenity Trust.

Q. DOES THE PROPOSED SUBDIVISION FALL WITHIN THE SERVICE AREA OF ANY WATER / WASTEWATER PROVIDERS?

A. The subdivision does not fall within the service area of Harpeth Valley Utilities District. For this reason, Serenity Trust, developer of the Nash Ridge subdivision, proposes to construct its own wastewater collection system and send flows to the existing Grasslands Treatment Facility. The decentralized wastewater system will utilize watertight, precast concrete septic tanks for each home with grinder system pumps and controls and PVC pipe collection force mains. This new collection system for the development will connect to the Grasslands collection system at an existing manhole. From there, flows will be sent to the Grasslands Treatment facility.

Q. WHAT IS LIMESTONE'S ROLE IN THIS PROJECT?

A. While Serenity Trust plans to construct the wastewater treatment assets, it does not wish to be the ongoing operator of the treatment system. For this reason, Limestone was asked to accept ownership of the treatment system and accept ongoing responsibility for the operation of the system as well as providing wastewater services to the customers within this service area.

Q. IF THE COMMISSION APPROVES THE APPLICATION, IS LIMESTONE WILLING AND ABLE TO OPERATE THE WASTEWATER SYSTEM IN A MANNER THAT COMPLIES WITH APPLICABLE REGULATIONS?

A. Yes. If the Commission grants Limestone the authority it seeks in the Application, Limestone and CSWR are willing and able to operate the system in a manner that complies with applicable laws and regulations. As I described previously, the affiliate group of which Limestone and CSWR are part has access to capital adequate to operate that system in a manner that is in the public interest and complies with applicable statutes, rules, and regulations.

Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR THE NASH RIDGE SUBDIVISION?

A. Initially, Limestone proposes to utilize the rates, rules and regulations that are currently applicable to its Cartwright Creek service area. The applicable tariff is attached to the Application as **Exhibit 519**. That tariff would be applicable at least until Limestone files a Tennessee rate case. At that time, Limestone may seek to adjust the rates, rules or regulations for this service area. Limestone may also seek authority to consolidate the rates of this system with those of other systems it operates in Tennessee.

Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES AND REGULATIONS GOVERNING WASTEWATER UTILITIES AND DO THOSE COMPANIES PLEDGE TO OPERATE THE SYSTEM AT ISSUE IN THIS CASE IN A MANNER THAT COMPLIES WITH THOSE RULES AND REGULATIONS?

A Yes, As indicated, Limestone currently operates in the state of Tennessee. Therefore, CSWR and Limestone are familiar with the Commission's rules and regulations and pledge to continue to operate the system in a manner that complies with all Commission requirements and all applicable state statutes and regulations.

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

A. To demonstrate financial security as required by the Commission's rules, Limestone has already secured a corporate surety bond in the maximum required under the Commission's rule ($300,000) in a form that complies with TPUC Rule 1220-04-13-.08.

Q. DO YOU BELIEVE THE PROPOSED SERVICE AREA EXPANSION IS IN THE PUBLIC INTEREST?

A Yes. I believe Limestone's proposed expansion of its certificated service area, to include the Nash Ridge service area, would be consistent with and would promote the public interest. Limestone and CSWR are fully qualified, in all respects, to own and operate that system and to otherwise provide safe and adequate service. Furthermore, as previously explained, this tract is currently undeveloped. Through the operation of the wastewater

facility to be constructed by Serenity Trust, Limestone's service area expansion allows for the development of this land.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, it does.

PUBLIC VERSION

EXHIBIT 8

CSWR Consolidated Financial Statements

EXHIBIT 9

INCOME STATEMENT

	Year 1	Year 2	Year 3
OPERATING REVENUE			
Metered service revenue	$ -	$ -	$ -
Flat rate service revenue	$ 18,673	$ 18,673	$ 18,673
Re-connect fees	$ 393	$ 393	$ 393
Returned check charge	$ 197	$ 197	$ 197
Late payment charge	$ 393	$ 393	$ 393
Total Operating Revenue	$ 19,656	$ 19,656	$ 19,656
OPERATING EXPENSES			
Outside labor expenses (non-employees)	$ 7,077	$ 7,077	$ 7,077
Administrative and office expense	$ 2,165	$ 2,165	$ 2,165
Maintenance and repair expense	$ 1,200	$ 1,200	$ 1,200
Electric power expense (exclude office)	$ 1,500	$ 1,500	$ 1,500
Chemicals expense	$ 1,200	$ 1,200	$ 1,200
Other operating expense	$ 936	$ 936	$ 936
Total Operating Expenses	$ 14,078	$ 14,078	$ 14,078
Annual Depreciation Expense	$ 9,660	$ 9,660	$ 9,660
Total Expenses	$ 23,737	$ 23,737	$ 23,737
INCOME TAXES			
Total Income Taxes	$ -	$ -	$ -
Net income (Loss)	**$ (4,081)**	**$ (4,081)**	**$ (4,081)**

Capital Budget

	Year 1	Year 2	Year 3
Acquisition	$ -		
Improvements	$ -		
Reinvestment of Depreciation	$ 9,660	$ 9,660	$ 9,660

ASSUMPTIONS		
Acq Date		
Step Rate Date	$	-
Final Rate Date	$	-
Water Connections		-
Water Initial Rate	$	-
Water Step Rate	$	-
Water Final Rate	$	-
Wastewater Connections		*39*
Wastewater Initial Rate	$	*42.00*
Wastewater Step Rate	$	-
Wastewater Final Rate	$	-
Debt Percent		*50.0%*
Delinquent Account Percent		*0.8%*
State Tax Rate		*6.5%*
Federal Tax Rate		*21.0%*
Depreciation Rate		*3.5%*
Interest Rate		*0.0%*
Loan Term Length		*240*
Loan Origination		*1.0%*
Insurance Premium		*0.0%*
Acquisition Cost	$	-
L&E Cost	$	-
CAPEX Cost	$	-
Outside Labor Expense	$	*590*
Customer Service	$	*78*
Repairs	$	*100*
Power	$	*125*
Chemicals	$	*100*
Purchased Water	$	-
Purchased Wastewater	$	-
Testing Fees	$	-
Administrative Expense	$	*180*

EXHIBIT 10

Josiah Cox – President

Mr. Cox is President of Red Bird Utility Operating Company, LLC, Red Bird Utility Holding Company, LLC, and also of CSWR, LLC, ("CSWR"). Both companies are part of an affiliated group that provides water and/or wastewater utility services to more than 200,000 customers in nine states.

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

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

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

In late 2010, after working on several small, failing water and wastewater systems, Mr. Cox created a business plan to acquire and recapitalize failing systems as investor-owned, regulated water and wastewater utility companies. In early 2011, he went to the capital markets to raise money to implement his plan, and over a period of approximately three years met with more than fifty- two infrastructure investment groups in an attempt to raise necessary financing. In February 2014, he was able to raise sufficient debt and equity capital to start CSWR. In 2018, he attracted an additional large institutional private equity investor, which allowed CSWR to expand the scope of its business plan. Since its formation, CSWR has acquired, and currently is operating more than 481 water and/or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, Tennessee, and Texas.

Marty Moore – Chief Financial Officer

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

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

Todd Thomas – Vice President

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

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

Mr. Thomas's past positions in related industries has provided him with extensive experience in water and sewer utilities. He has in depth, firsthand knowledge about the amount of damage that can be done by lack of maintenance on a well system, and he understands how much money and effort are required to restore a well system after neglect.

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

Mike Duncan –Vice President

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

After receiving his Bachelor of Arts degree from Washington University in St. Louis, the first eleven years of his career were spent as an administrator and later director at a non-profit organization in St. Louis, Missouri. As Executive Director, Mr. Duncan oversaw accounting, finance, human resources, IT, and communications for the organization. During his employment he earned his Master of Business Administration from the Olin School of Business at Washington University. Prior to joining CSWR, he spent two years as Director of Operations with NAPA Auto Tire & Parts, a partner-owned chain of auto parts stores, overseeing projects related to distribution, logistics, IT, and general management.

Jake Freeman – Director of Engineering

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

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

Jo Anna McMahon - Director, Environmental Health and Safety

Jo Anna McMahon holds the office of Environmental Health and Safety Director of CSWR. Ms. McMahon holds several top water and wastewater certifications throughout the country. She received her Bachelor of Business Administration degree from the University of Arkansas at Little Rock, and is currently pursuing an Executive Master of Business Administration at Washington University in St. Louis, Missouri.

Before joining CSWR, Ms. McMahon worked for both public and private utilities, respectively serving a municipality and military installations. Ms. McMahon has extensive experience as both an Operations Coordinator and as a Specification Specialist.

Ms. McMahon's responsibilities included managing daily operations of wastewater and water treatment facilities of various sizes ranging from 3,600 gallons per day (gpd) to 64,000,000 gpd. Throughout that time, Ms. McMahon led teams of operators in creating and executing infrastructure improvement plans, managing and developing employees, and providing a standard of excellence in customer service while keeping facilities and operations within regulatory compliance.

Ms. McMahon's previous employment equipped her with invaluable experience in water and sewer utilities. She has a wide range of firsthand experience in managing water and wastewater treatment facilities safely and in a financially and operationally sound manner.

In her position as Environmental Health and Safety Director at CSWR, Ms. McMahon's main responsibilities include overseeing the development of safety and regulatory compliance programs, budgeting/financial accountability, planning and executing capital improvement projects, and database management for operations and regulatory activity for all 300+ CSWR-affiliated facilities, as well as managing third party Operations and Maintenance contractors of CSWR facilities.

Chelsie Carter - Director of Customer Experience

Chelsie Carter is the Director of Customer Experience at CSWR. Ms. Carter joined CSWR in 2021 as Customer Experience Manager and was promoted to Director level within seven months, leading an overhaul of the CSWR's customer service functions during a period of dramatic growth.

Ms. Carter first earned a Bachelor of Science degree followed by her Master of Business Administration from Lindenwood University. She has a strong background in training and management as well as extensive experience with utility providers. Prior to joining CSWR, she led the Accounts Receivable division at the St. Louis Metropolitan Sewer District, where she also served as the point of contact for dozens of major accounts. Areas of oversight included billing $34M per month in customer invoices, customer service for 430k customers, processing and average of $1M in payment remittance per day and collecting more than $92M in delinquent accounts. Ms. Carter also spent 16 years with American Water, starting as the supervisor for the Customer Call Center and working her way up to Business Services Specialist. In this role she was the point of contact for the Public Service Commission on customer-related issues and resolutions. She has provided direction and support

for several rate cases, acquisitions, and software implementations.

Since joining CSWR, Ms. Carter continues to oversee the entire customer life cycle, focusing on improving the customer experience in the areas of self-service, software systems and processes.

EXHIBIT 11

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

Trudy Whitrock

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

Notary Public

DANIEL RYAN JANOWIAK
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 20374795
My Commission Expires 05-04-2024

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

Notary Public

DAVID CHRISTOPHER JAMES
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES APR. 09, 2022
ID #18737572

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.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
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

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

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

24200580202l2

A0058D19

EXHIBIT 12

Bond Number: 100742654
Initial Premium: $10,000.00

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Serenity Trust as Principal, and American Contractors Indemnity Company, a corporation organized and existing under the laws of the State of California and authorized to transact a general surety business in the State of Tennessee, as Surety, are held and firmly bound unto Tennessee Public Utility Commission as Obligee, in the amount of Five Hundred Thousand Dollars and No/100 Dollars ($500,000.00) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Franklin (or the City Council of the City of), State of Tennessee , and the Principal have entered into an agreement whereby principal agrees to install and complete certain designated public improvements described as

2600 Hillsboro Road, Brentwood, TN 37027 - 39 Lots

In Tract Number / Parcel Map No. 013 0090000007013

WHEREAS, said Principal is required by the Obligee to furnish a bond for the faithful performance of the subject improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in accordance with the plans approved by the Obligee, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of May, 2023.

Principal (s):

Serenity Trust

By: _____

William Dykeman

Surety:

American Contractors Indemnity Company

By: _____

Randolph A. Brunson, Attorney-In-Fact

TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:
That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

RANDOLPH A. BRUNSON

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100742654, issued in the course of its business and to bind the Company thereby, in an amount not to exceed ********* UNLIMITED ********* (***UNLIMITED ***).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

State of California
County of Los Angeles

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of May, 2023.

Bond No. 100742654

Agency No. 9343

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

_____
Kio Lo, Assistant Secretary

EXHIBIT 13

ORGANIZATION CHART 11/30/2022

67 Full Time Employees

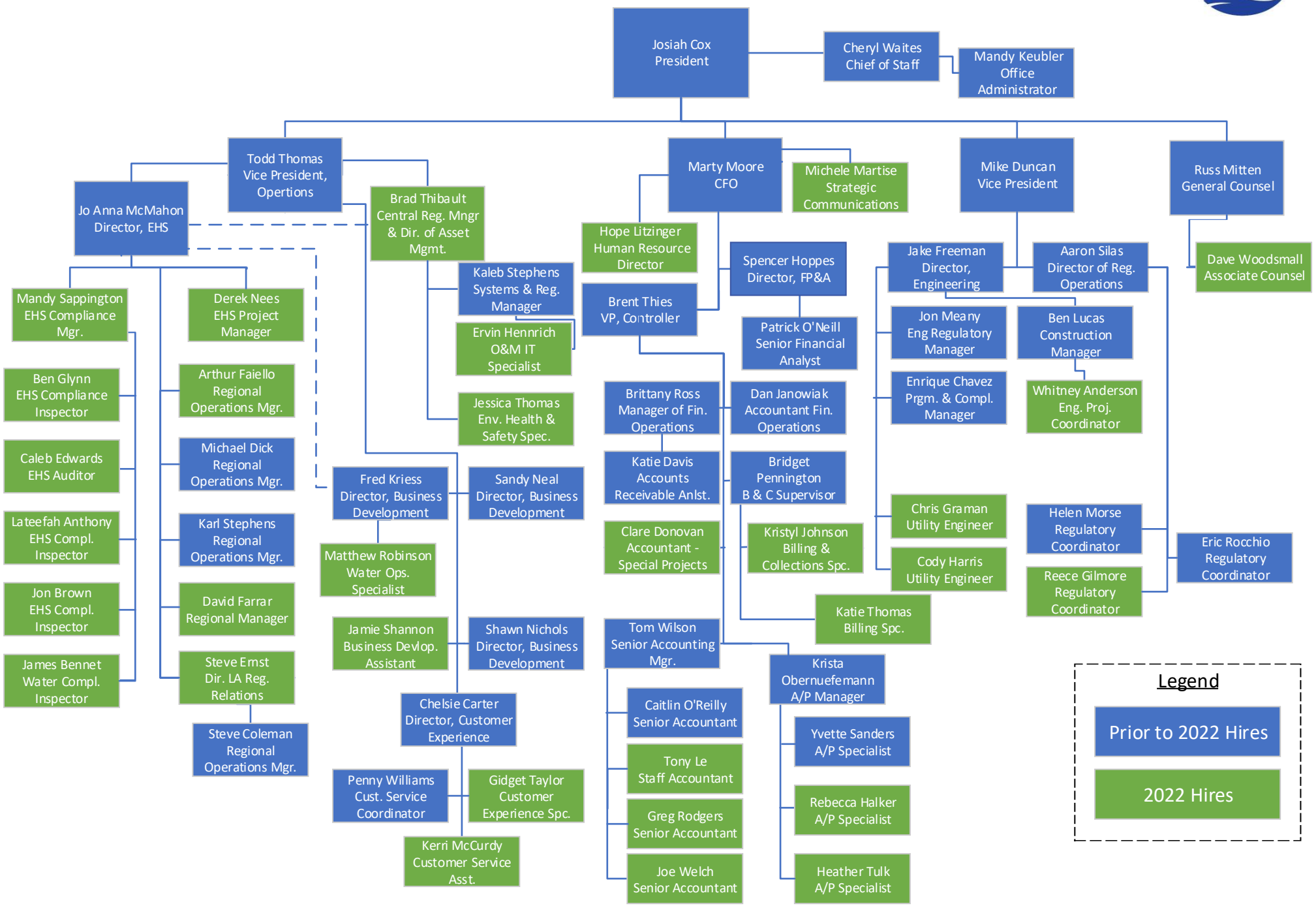


EXHIBIT 14

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

February 6, 2022

Mr. Josiah Cox
President
e-copy: jcox@cswrgroup.com
Central States Water Resources (CSWR)
500 Northwest Plaza Drive, Suite 500
St. Ann, MO 63074

Subject: **MINOR MODIFICATION (TRANSFER); NPDES Permit No. TN0027278**
Limestone Water Utility Operating Company, LLC
Franklin, Williamson County, Tennessee

Dear Mr. Cox:

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

Pursuant to notification of asset transfer from you on January 24, 2022, but dated December 27, 2021, this minor modification transfers to Limestone Water Utility Operating Company, LLC, the permit that was issued to Cartwright Creek, LLC, on August 30, 2021, and that became effective December 01, 2021. The assets changed ownership effective December 21, 2021. Therefore, for discharge and operation monitoring and reporting purposes, the effective date of the minor modified permit is January 01, 2022, retroactively.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application.

Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment.

Any petition for permit appeal under this subsection (i) shall be filed with the Technical Secretary of the Water Quality, Oil and Gas Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

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

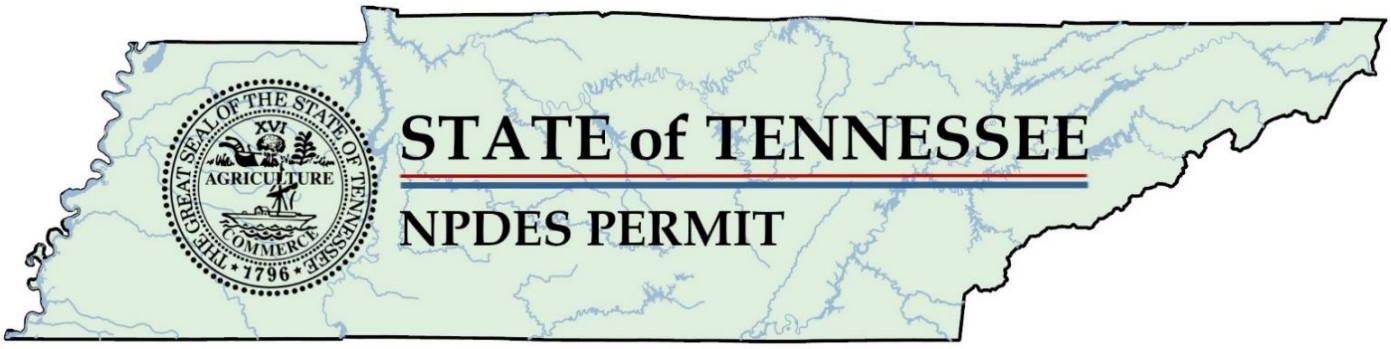
If you have questions, please contact the Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Wade Murphy at (615) 532-0666 or by E-mail at *Wade.Murphy@tn.gov*.

Sincerely,

Vojin Janjić
Manager, Water-Based Systems

Enclosure

cc: Mr. Michael Dick, Central States Water Resources (CSWR), mdick@cswrgroup.com
Mr. Delmar Reed, Plant Operator, dreed@midwestwaterop.com
EFO-Nashville-DWR, jenny.strobel@tn.gov
DWR-C&E Unit, cassie.savage@tn.gov
Tennessee Public Utilities Commission, patsy.fulton@tn.gov
NPDES Permit Section, EPA Region IV, r4npdespermits@epa.gov
Permit File



Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES) Permit Number TN0027278

Issued by

Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

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

Discharger:	**Limestone Water Utility Operating Company, LLC** **Grassland STP**
is authorized to:	treated domestic wastewater from Outfall 001
from a facility located at:	River Rest Subdivision, Franklin, Williamson County, Tennessee
to receiving waters named:	Harpeth River at mile 68.8

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

This permit shall become effective on:	**January 01, 2022**
This permit shall expire on:	**November 30, 2026**
Issuance date:	**August 30, 2021 (modified February 7, 2022)**

for Jennifer Dodd
Director

Table of Contents

WDM
TN0027278.DOC

PART 1

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1.1. NUMERIC AND NARRATIVE EFFLUENT LIMITATIONS

1.1.1. Numeric Limitations

Limestone Water Utility Operating Company, LLC is authorized to discharge treated municipal wastewater from Outfall 001 to Harpeth River at mile 68.8 from a treatment facility with a design capacity of 0.25 MGD. Discharge from Outfall 001 shall be limited and monitored by the permittee as specified below:

Description : External Outfall, Number : 001, Monitoring : Effluent Gross, Season : All Year, Limit Set Status : Active							
Code	**Parameter**	**Qualifier**	**Value**	**Unit**	**Sample Type**	**Monitoring Frequency**	**Statistical Base**
00300	Oxygen, dissolved (DO)	>=	6.0	mg/L	Grab	Five Per Week	Instantaneous Minimum
00400	pH	>=	6.0	SU	Grab	Five Per Week	Minimum
00400	pH	<=	9.0	SU	Grab	Five Per Week	Maximum
00530	Total Suspended Solids (TSS)	<=	30	mg/L	Composite	Three Per Week	Monthly Average
00530	Total Suspended Solids (TSS)	<=	40	mg/L	Composite	Three Per Week	Weekly Average
00530	Total Suspended Solids (TSS)	<=	45	mg/L	Composite	Three Per Week	Daily Maximum
00530	Total Suspended Solids (TSS)	<=	63	lb/d	Composite	Three Per Week	Monthly Average
00530	Total Suspended Solids (TSS)	<=	83	lb/d	Composite	Three Per Week	Weekly Average
00545	Settleable Solids	<=	1.0	mL/L	Grab	Five Per Week	Daily Maximum
00600	Nitrogen, total (as N)	Report	-	mg/L	Composite	Twice Per Month	Monthly Average
00600	Nitrogen, total (as N)	Report	-	mg/L	Composite	Twice Per Month	Daily Maximum
00600	Nitrogen, total (as N)	Report	-	lb/d	Composite	Twice Per Month	Monthly Average
00600	Nitrogen, total (as N)	Report	-	lb/d	Composite	Twice Per Month	Daily Maximum
00600	Nitrogen, total (as N)	<=	15	lb/d	Calculated	Monthly	Annual Average
00665	Phosphorus, total (as P)	Report	-	mg/L	Composite	Twice Per Month	Monthly Average

00665	Phosphorus, total (as P)	Report	-	mg/L	Composite	Twice Per Month	Daily Maximum
00665	Phosphorus, total (as P)	Report	-	lb/d	Composite	Twice Per Month	Monthly Average
00665	Phosphorus, total (as P)	Report	-	lb/d	Composite	Twice Per Month	Daily Maximum
00665	Phosphorus, total (as P)	<=	5.0	lb/d	Calculated	Monthly	Annual Average
50050	Flow	Report	-	MGD	Continuous	Daily	Monthly Average
50050	Flow	Report	-	MGD	Continuous	Daily	Daily Maximum
50060	Chlorine, total residual (TRC)	<=	0.16	mg/L	Grab	Fiver Per Week	Monthly Average
50060	Chlorine, total residual (TRC)	<=	0.28	mg/L	Grab	Five Per Week	Daily Maximum
51040	E. coli	<=	126	#/100mL	Grab	Three Per Week	Monthly Geometric Mean
51040	E. coli	<=	941	#/100mL	Grab	Three Per Week	Daily Maximum

Description : External Outfall, Number : 001, Monitoring : Effluent Gross, Season : Summer, Limit Set Status : Active

Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
00610	Nitrogen, Ammonia total (as N)	<=	2	mg/L	Composite	Three Per Week	Monthly Average
00610	Nitrogen, Ammonia total (as N)	<=	3	mg/L	Composite	Three Per Week	Weekly Average
00610	Nitrogen, Ammonia total (as N)	<=	4	mg/L	Composite	Three Per Week	Daily Maximum
00610	Nitrogen, Ammonia total (as N)	<=	4	lb/d	Composite	Three Per Week	Monthly Average
00610	Nitrogen, Ammonia total (as N)	<=	6	lb/d	Composite	Three Per Week	Weekly Average
80082	CBOD, 5-day, 20 C	<=	5	mg/L	Composite	Three Per Week	Monthly Average
80082	CBOD, 5-day, 20 C	<=	7.5	mg/L	Composite	Three Per Week	Weekly Average
80082	CBOD, 5-day, 20 C	<=	10	mg/L	Composite	Three Per Week	Daily Maximum
80082	CBOD, 5-day, 20 C	<=	10	lb/d	Composite	Three Per Week	Monthly Average
80082	CBOD, 5-day, 20 C	<=	15	lb/d	Composite	Three Per Week	Weekly Average

Description : External Outfall, Number : 001, Monitoring : Effluent Gross, Season : Winter, Limit Set Status : Active

Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base

00610	Nitrogen, Ammonia total (as N)	<=	5	mg/L	Composite	Three Per Week	Monthly Average
00610	Nitrogen, Ammonia total (as N)	<=	7.5	mg/L	Composite	Three Per Week	Weekly Average
00610	Nitrogen, Ammonia total (as N)	<=	10	mg/L	Composite	Three Per Week	Daily Maximum
00610	Nitrogen, Ammonia total (as N)	<=	10	lb/d	Composite	Three Per Week	Monthly Average
00610	Nitrogen, Ammonia total (as N)	<=	16	lb/d	Composite	Three Per Week	Weekly Average
80082	CBOD, 5-day, 20 C	<=	10	mg/L	Composite	Three Per Week	Monthly Average
80082	CBOD, 5-day, 20 C	<=	15	mg/L	Composite	Three Per Week	Weekly Average
80082	CBOD, 5-day, 20 C	<=	20	mg/L	Composite	Three Per Week	Daily Maximum
80082	CBOD, 5-day, 20 C	<=	21	lb/d	Composite	Three Per Week	Monthly Average
80082	CBOD, 5-day, 20 C	<=	31	lb/d	Composite	Three Per Week	Weekly Average

Description : External Outfall, Number : 001, Monitoring : Percent Removal, Season : All Year, Limit Set Status : Active

Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
80358	CBOD, 5-day, 20 C, % removal	>=	85	%	Calculated	Three Per Week	Monthly Average
80358	CBOD, 5-day, 20 C, % removal	>=	40	%	Calculated	Three Per Week	Daily Minimum
81011	TSS, % removal	>=	85	%	Calculated	Three Per Week	Monthly Average
81011	TSS, % removal	>=	40	%	Calculated	Three Per Week	Daily Minimum

Description : Influent Structure, Number : INF1, Monitoring : Raw Sewage Influent, Season : All Year, Limit Set Status : Active

Code	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
00530	Total Suspended Solids (TSS)	Report	-	mg/L	Composite	Three Per Week	Monthly Average
00530	Total Suspended Solids (TSS)	Report	-	mg/L	Composite	Three Per Week	Daily Maximum
50050	Flow	Report	-	MGD	Continuous	Daily	Monthly Average
50050	Flow	Report	-	MGD	Continuous	Daily	Daily Maximum
80082	CBOD, 5-day, 20 C	Report	-	mg/L	Composite	Three Per Week	Monthly Average
80082	CBOD, 5-day, 20 C	Report	-	mg/L	Composite	Three Per Week	Daily Maximum

General MyTDEC Forms Report Requirements*	
Bypass of Treatment Facility	See Section 1.3.5.1. and 2.3.5.
Anticipated Bypass of Treatment Facility	See Section 1.3.5.1. and 2.3.5.
Five-day Follow-up Noncompliance Report	See Sections 1.3.5.1. and 2.3.1.a.
Scheduled Reporting	See Section 2.3.1.b.

* Each event shall be reported via MyTDEC Forms.

Notes:

The permittee shall achieve 85 % removal of $CBOD_5$ and TSS on a monthly average basis. The permittee shall report all instances of releases, overflows and/or bypasses. See **Part 2.3.2(a)** for the definition of overflow and **Part 1.3.5** for reporting requirements.

Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

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

See **Part 1.2.3** for test procedures.

See below for percent removal calculations.

The permittee may collect more samples than specified as the monitoring frequency in the permit. Samples may not be collected at intervals of less than 12 hours. For the purpose of determining the geometric mean, individual samples having an *E. coli* group concentration of less than 1 per 100 mL shall be considered as having a concentration of 1 per 100 mL. In addition, the concentration of the *E. coli* group in any individual sample shall not exceed a specified maximum amount.

Total residual chlorine (TRC) monitoring shall be applicable when chlorine, bromine, or any other oxidants are added. The acceptable methods for analysis of TRC are any methods specified in Title 40 CFR § 136 as amended, so long as the requirements of Tennessee Rule 0400-40-03-.05(8) are met. The method detection limit (MDL) for TRC shall not exceed 0.05 mg/l unless the permittee demonstrates that its MDL is higher. The permittee shall retain the documentation that justifies the MDL and have it available for review upon request. In cases where the permit limit is less that the MDL, the reporting of TRC at less than the MDL shall be interpreted to constitute compliance with the permit.

or $CBOD_5$ and TSS, the treatment facility shall demonstrate a minimum of 85% removal efficiency on a monthly average basis. This is calculated by determining an average of all daily influent concentrations and comparing this to an average of all daily effluent concentrations. The formula for this calculation is as follows:

$$\left(1 - \frac{average\ of\ daily\ effluent\ concentrations}{average\ of\ daily\ influent\ concentrations}\right) * 100\% = \%\ removal$$

This treatment facility will also demonstrate 40% daily minimum removal of $CBOD_5$ and TSS based on each daily composite sample. The formula for this calculation is as follows:

$$\left(1 - \frac{daily\ effluent\ concentration}{daily\ influent\ concentration}\right) * 100\% \ = \%\ removal$$

Each daily load is calculated by multiplying the day's sample concentration (mg/L) by the effluent flow rate (MGD) for the day the sample was collected and the conversion factor 8.34 lbs/gal.

$$Load = \left(\begin{matrix}Effluent\\ Concentration\end{matrix}\right) * \left(\begin{matrix}Effluent\ flow\ for\ the\ day\ the\\ day\ the\ sample\ was\ collected\end{matrix}\right) * \ (8.34)$$

The average pound per day is the mathematical average where the sum of all the calculated loads during the current month and previous 11 months is divided by the number of calculated loads.

$$Average\ Pounds\ per\ Day = \left(\begin{matrix}Sum\ of\ All\ Loads\ in\ \frac{lbs}{day}\ During\ the\\ \underline{Current\ Month\ and\ the\ Previous\ 11\ Months}\\ Total\ Number\ of\ Loads\ Calculated\ During\\ the\ Current\ Month\ and\ Previous\ 11\ Months\end{matrix}\right)$$

1.1.2. Collection System Requirements

Limestone Water Utility Operating Company, LLC is authorized to operate a sewage collection system. Operation and discharges from the collection system shall be limited and monitored by the permittee as specified below:

Code	Monitoring	Parameter	Qualifier	Value	Unit	Sample Type	Monitoring Frequency	Statistical Base
51925	Dry Weather	SSO, Dry Weather	<=	0	occur/mo	Occurrences	Continuous	Monthly Total
51926	Wet Weather	SSO, Wet Weather	<=	0	occur/mo	Occurrences	Continuous	Monthly Total

Report via NetDMR. See sections **1.3.1.** and **1.3.5.2.**

Collection System MyTDEC Forms Report Requirements*	
Sanitary Sewer Overflow (SSO, Dry Weather)	See Section 1.3.5.1.
Sanitary Sewer Overflow (SSO, Wet Weather)	See Section 1.3.5.1.
Release (Dry Weather)	See Section 1.3.5.1.
Release (Wet Weather)	See Section 1.3.5.1.
Five-day Follow-up Noncompliance Report	See Sections 1.3.5.1. and 2.3.1.

* Each event shall be reported via MyTDEC Forms.

1.1.3. Narrative Conditions

The authorized discharge shall not:

- Result in distinctly visible solids, scum, foam, oily slick, or the formation of slimes, bottom deposits, or sludge banks of such size or character as may be detrimental to fish and aquatic life.
- Result in total suspended solids, turbidity, or color in such amounts or character that will result in any objectionable appearance to the receiving water, considering the nature and location of the water.
- Contain pollutants in quantities that will be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream.

Sludge or any other material removed by any treatment works must be disposed of in a manner that prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, Tennessee Code Annotated (Tenn. Code Ann.) §68-31-101 et seq. and the Tennessee Hazardous Waste Management Act, Tenn. Code Ann. §68-46-101 et. seq.

1.2. MONITORING PROCEDURES

1.2.1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified herein shall be representative of the volume and nature of the monitored discharge and shall be taken after treatment and prior to mixing with uncontaminated stormwater runoff or the receiving stream. Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed and calibrated by a qualified source at least once every 12 months[1], and maintained to ensure that the accuracy of the measurements is consistent with accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of plus or minus 10% from the true discharge rates throughout the range of expected discharge volumes.

Composite samples must be proportioned by flow at the time of sampling. Aliquots may be collected manually or automatically. The sample aliquots must

[1] The Division expects for permittees to meet EPA's guidance on proper operation and maintenance of flow measurement devices, as stated in the NPDES Compliance Inspection Manual.

be maintained at ≤ 6°C during the compositing period, or as otherwise specified in 40 CFR §136 or in the method.

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):

Influent samples must be collected prior to mixing with any other wastewater being returned to the head of the plant, such as sludge return. Those systems with more than one influent line must collect samples from each and proportion the results by the flow from each line.

Effluent samples must be representative of the wastewater being discharged and collected prior to mixing with any other discharge or the receiving stream. This can be a different point for different parameters but must be after all treatment for that parameter or all expected changes. Specifically:

a) The chlorine residual must be measured after the chlorine contact chamber and any dechlorination. It may be to the advantage of the permittee to measure at the end of any long outfall lines.

b) Samples for *E. coli* can be collected at any point between completion of disinfection and the actual discharge.

c) The dissolved oxygen (DO) can drop in the outfall line; therefore, DO measurements are required at the discharge end of outfall lines greater than one mile long. Systems with outfall lines less than one mile may measure dissolved oxygen as the wastewater leaves the treatment facility. For systems with dechlorination, DO must be measured after this step and as close to the end of the outfall line as possible.

d) Total suspended solids (TSS) and settleable solids can be collected at any point after the final clarifier.

e) Biomonitoring tests (if required) shall be conducted on final effluent.

1.2.2. Sampling Frequency

The permittee should report "No Discharge" on Discharge Monitoring Reports (DMRs) only if a permitted outfall does not discharge at any time during the monitoring period. If the outfall discharges effluent at any time during the

monitoring period, the permittee must provide at least one sampling result from the effluent of that outfall.

If the required monitoring frequency is once per month or 1/month, the monitoring period is one month. If the discharge occurs during only one day in that period, the permittee must sample on that day and report the results of analyses accordingly.

1.2.3. Test Procedures

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

b) Unless otherwise noted in the permit, all pollutant parameters shall be determined using sufficiently sensitive methods in Title 40 CFR § 136, as amended, and promulgated pursuant to Section 304 (h) of the Act. The chosen methods must be sufficiently sensitive as required in state rule 0400-40-03-.05(8).

c) If the ML for all methods available in accordance with 40 CFR § 136 are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest ML shall be used.

d) Where the analytical results are below the method detection limit (MDL), the permittee shall report the actual laboratory MDL and ML values. See **Section 1.3.6.** for instructions regarding reporting less than detection.

e) When there is no analytical method that has been approved under 40 CFR §136 or required under 40 CFR chapter I, subchapter N or O, and a specific method is not otherwise required by the Director, the permittee may use any suitable method but shall provide a description of the method. When selecting a suitable method, factors such as a method's precision, accuracy, or resolution must be considered when assessing the performance of the method.

1.2.4. Recording of Results

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

i. The date, exact place, and time of sampling or measurements;
ii. The individual(s) who performed the sampling or measurements;

iii. The date analyses were performed;
iv. The individual(s) who performed the analyses;
v. The laboratory where the analyses were performed;
vi. The analytical techniques or methods used; and
vii. The results of such analyses.

1.2.5. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.

1.3. REPORTING

1.3.1. Monitoring Results

Monitoring results shall be recorded monthly and submitted monthly on Discharge Monitoring Reports (DMRs) using EPA's NetDMR website. The first DMR is due on the 15th of the month following permit effectiveness. Subsequent DMRs shall be submitted through NetDMR no later than 15 days after the completion of the reporting period. In compliance with the Federal NPDES Electronic Reporting Rule, DMRs may not be submitted via email under any circumstances.

Discharge Monitoring Reports and any other information or report must be signed and certified by a responsible corporate officer as defined in Tennessee Rules, Chapter 0400-40-05-.07(2)(i), a general partner or proprietor, a principal municipal executive officer or ranking elected official, or his or her duly authorized representative. Such authorization must be submitted in writing and must explain the duties and responsibilities of the authorized representative.

In the event that electronic reporting is unavailable, the permittee shall comply with reporting conditions provided in **Section 1.7**.

1.3.2. Additional Monitoring by Permittee

If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR § 136, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or other reporting form specified by the Commissioner. Such increased frequency shall also be indicated.

1.3.3. Falsifying Results and/or Reports

Knowingly making any false statement on any report required by this permit or falsifying any result may result in the imposition of criminal penalties as provided for in Section 309 of the Federal Water Pollution Control Act, as amended, and in § 69-3-115 of the Tennessee Water Quality Control Act.

1.3.4. Monthly Report of Operation

Monthly Operational Reports (MORs) shall be submitted by the 15th day of the month following data collection. Reports shall be submitted by one of the following methods, presented below in order of preference:

1) Using MyTDEC Forms, if available.

2) Submitting both a signed and certified copy in pdf format, uploaded as an attachment to NetDMR, *and* a copy of the native format spreadsheet file emailed to DWRWW.Report@tn.gov and TDEC.Nashville.EFO@tn.gov.

3) Submitting signed and certified forms to the EFO at the following address:

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Nashville Environmental Field Office
711 R.S. Gass Boulevard
Nashville, Tennessee 37216

1.3.5. Overflow, Release, and Bypass Reporting

1.3.5.1. Event Report Requirements

For the purpose of this section, "events" are known as instances of sanitary sewer overflows, releases, upsets, and bypasses. These events shall be reported through MyTDEC Forms according to the following conditions:

a) Events that are not a threat to human health and the environment shall be reported using MyTDEC Forms no later than 15 days following the completion of the DMR reporting period.

b) Events that could cause a threat to human health or the environment, as defined in **Section 2.3.1.a**., shall be reported using MyTDEC Forms no later than 5 days after becoming aware of the non-compliance.

In both cases, the event report must contain the following:

i. Start date;
ii. Estimated duration in hours;
iii. Estimated volume in gallons;
iv. Type of event;
v. Type of structure (e.g., manhole);
vi. Types of human health and environmental impacts~~;~~
vii. Location (i.e., latitude and longitude);
viii. The name of receiving water (if applicable);
ix. Description of the cause;
x. The steps being taken to correct, reduce, eliminate, and prevent recurrence of the noncompliance; and
xi. The next downstream pump/lift station using the permittee's naming conventions.

In the event that MyTDEC Forms is not functioning, the permittee shall comply with reporting conditions provided in **Section 1.7**.

1.3.5.2. DMR Report Requirements

On the DMR, the permittee must separately report:

i. The total number of sanitary sewer overflows for the reporting month; and
ii. The total number of dry-weather sanitary sewer overflows for the reporting month.

On the DMR, sanitary sewer overflows are coded "SSO, Dry Weather" and "SSO, Wet Weather". Each discrete location of a sanitary sewer overflow shall be reported as a separate value.

1.3.6. Reporting Less Than Detection; Reporting Significant Figures

For the purpose of evaluating compliance with the permit limits established herein, where certain limits are below the minimum level (ML) of 40 CFR § 136 approved analytical methods, compliance will be demonstrated when a non-detect result is obtained using the most sensitive method available. The results of non-detect analyses, in this case, shall be reported as Below Detection Limit (BDL) or "NODI = B" in NetDMR. Reporting examples are provided below.

Reporting Example 1: If the permit limit is 0.02 mg/L with a method detection limit (MDL) of 0.05 mg/L and no detection is shown, the permittee must report "BDL" or "NODI = B" on DMRs in NetDMR. Whenever "BDL" or "NODI = B" is

reported, the actual MDL must be reported in the DMR comments or in an attachment submitted in NetDMR.

Reporting Example 2: If the permit limit is 0.02 mg/L with an MDL of 0.05 mg/L and detection is shown, the actual detected value must be reported.

Reporting Example 3: If the permit limit is 0.02 mg/L with an MDL of 0.01 mg/L and no detection is shown, the permittee must report less than MDL (<0.01 mg/L in this case).

In instances where an average must be calculated with a mix of numerical and BDL results, the permittee shall calculate the average using the MDL value for BDL results.

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

1.3.7. Outlier Data

Outlier data include analytical results that are probably false. The validity of results is based on operational knowledge and a properly implemented quality assurance program. False results may include laboratory artifacts, potential sample tampering, broken or suspect sample containers, sample contamination or similar demonstrated quality control flaw.

Outlier data are identified through a properly implemented quality assurance program, and according to ASTM standards (e.g. Grubbs Test, 'h' and 'k' statistics). Furthermore, outliers should be verified, corrected, or removed based on further inquiries into the matter. If an outlier was verified (through repeated testing and/or analysis), it should remain in the preliminary data set. If an outlier resulted from a transcription or similar clerical error, it should be corrected and subsequently reported.

Therefore, only if an outlier was associated with problems in the collection or analysis of the samples and as such does not conform with the Guidelines Establishing Test Procedures for the Analysis of Pollutants (40 CFR §136), can it be removed from the data set and not reported on DMRs. Otherwise, all results (including monitoring of pollutants more frequently than required at the location(s) designated, using approved analytical methods as specified in the permit) should be included in the calculation and reporting of the values required

in the DMR form. The permittee should use the "comment" section in NetDMR to explain any potential outliers or dubious results.

1.4. COMPLIANCE WITH SECTION 208

The limits and conditions in this permit shall require compliance with an area-wide waste treatment plan (208 Water Quality Management Plan) where such approved plan is applicable.

1.5. REOPENER CLAUSE

This permit shall be modified, or alternatively revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 307(a)(2), and 405(d)(2)(D) of the Clean Water Act, as amended, if the effluent standard, limitation, or sludge disposal requirement so issued or approved:

a) Contains different conditions or is otherwise more stringent than any condition in the permit; or

b) Controls any pollutant or disposal method not addressed in the permit.

The permit as modified or reissued under this paragraph shall also contain any other requirements of the Act then applicable.

This permit may be modified during its term, per public notice procedures, to include terms and conditions imposed by a total maximum daily load (TMDL) allocation, approved by the EPA to replace the 2004 dissolved oxygen TMDL

1.6. SCHEDULE OF COMPLIANCE

Full compliance and operational levels shall be attained from the effective date of this permit.

1.7. ELECTRONIC REPORTING

This permit requires the submission of forms developed by the Director in order for a person to comply with certain requirements, including, but not limited to, making reports, submitting monitoring results, and applying for permits. The Director may make these forms available electronically and, if submitted electronically, then that electronic submission shall comply with the requirements of Chapter 0400-01-40. Electronic submission is required when available unless waived by the Commissioner in accordance with 40 C.F.R. § 127.15.

In the event of large-scale emergencies and/or prolonged electronic reporting system outages, an episodic electronic reporting waiver may be granted by the Commissioner in accordance with 40 CFR § 127.15. A request for a deadline extension or episodic electronic reporting waiver should be submitted to DWRWater.Compliance@tn.gov, in compliance with the Federal NPDES Electronic Reporting Rule.

If an episodic electronic reporting waiver is granted, reports with wet-ink original signatures shall be mailed to the following address:

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
COMPLIANCE & ENFORCEMENT UNIT
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

For purposes of determining compliance with this permit, data provided to the Division electronically is legally equivalent to data submitted on signed and certified forms. A copy must be retained for the permittee's files.

PART 2

2. GENERAL PERMIT REQUIREMENTS

2.1. GENERAL PROVISIONS

2.1.1. Duty to Comply

The permittee shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Water Quality Control Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

2.1.2. 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 Division Director no later than 180 days prior to the expiration date. Such forms shall be properly signed and certified.

2.1.3. Proper Operation and Maintenance

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

b) Dilution water shall not be added to comply with effluent requirements to achieve BCT, BPT, BAT, or other technology based effluent limitations such as those established in Tennessee Rule 0400-40-05-.09.

2.1.4. Duty to Provide Information

The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

2.1.5. Right of Entry

The permittee shall allow the Director, the Regional Administrator of the U.S. Environmental Protection Agency, or their authorized representatives, upon the presentation of credentials, to:

a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records shall be kept under the conditions of this permit;

b) Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this permit;

c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

d) Sample or monitor at reasonable times for the purposes of assuring permit compliance or as otherwise authorized by the Director.

2.1.6. Availability of Reports

Except for data determined to be confidential under Section 308 of the Federal Water Pollution Control Act, as amended, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the Division's offices or via the Department's dataviewer webpage. As required by the Federal Act, effluent data shall not be considered confidential.

2.1.7. Treatment Facility Failure (Industrial Sources)

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

2.1.8. 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.

2.1.9. 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.

2.1.10. Other Information

If the permittee becomes aware of failure to submit any relevant facts in a permit application, or of submission of incorrect information in a permit application or in any report to the Director, then the permittee shall promptly submit such facts or information.

2.2. CHANGES AFFECTING THE PERMIT

2.2.1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source as defined in Rule 0400-40-05-.02;

b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit nor to notification requirements under 40 CFR § 122.42(a)(1); or

c) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices.

2.2.2. Permit Modification, Revocation, or Termination

a) This permit may be modified, revoked and reissued, or terminated for cause as described in 40 CFR § 122.62 and § 122.64, Federal Register, Volume 49, No. 188 (Wednesday, September 26, 1984), as amended. Causes for such permit action include but are not limited to the following:

   i. Violation of any terms or conditions of the permit;
   ii. Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts; and
   iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

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.

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

d) The filing of a request by the permittee for a modification, revocation, reissuance, termination, or notification of planned changes or anticipated noncompliance does not halt any permit condition.

2.2.3. Change of Ownership

Except as provided in Tennessee Rule Chapter 0400-40-05-.06(5)(a) or (b), this permit may be transferred to another party (provided there are neither modifications to the facility or its operations, nor any other changes which might affect permit limits and conditions contained in the permit) by the permittee if:

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

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

c) The permittee shall provide the following information to the Director in their formal notice of intent to transfer ownership:

i. The permit number of the subject permit;
ii. The effective date of the proposed transfer;
iii. The name, address, and contact information of the transferor;
iv. The name, address, and contact information of the transferee;

v. The names of the responsible parties for both the transferor and transferee;
vi. A statement that the transferee assumes responsibility for the subject permit;
vii. A statement that the transferor relinquishes responsibility for the subject permit;
viii. The signatures of the responsible parties for both the transferor and transferee pursuant to the signatory requirements of subparagraph (i) of Rule 0400-40-05-.07(2); and
ix. A statement regarding any proposed modifications to the facility, its operations, or any other changes, which might affect the permit, limits and conditions contained in the permit.

2.2.4. 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.

2.3. NONCOMPLIANCE

2.3.1. Reporting of Noncompliance

a) 24-hour Reporting:

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

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

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

b) Scheduled Reporting:

For instances of noncompliance which do not cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the permittee shall report the noncompliance on the DMR. 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.

2.3.2. Overflows and Releases

a) Sanitary sewer overflows, including dry-weather overflows, are prohibited.

b) The permittee shall operate the collection, transmission, and treatment system so as to avoid sanitary sewer overflows and releases due to improper operation or maintenance. A "release" may be due to improper operation or maintenance of the collection system or may be due to other cause(s). Releases caused by improper operation or maintenance of the permittee's collection, transmission, and treatment system are prohibited.

c) The permittee shall take all reasonable steps to minimize any adverse impact associated with overflows and releases.

d) No new or additional flows shall be added upstream of any point in the collection, transmission, or treatment system that experiences greater than 5 sanitary sewer overflows and/or releases per year[2] or would otherwise overload any portion of the system. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after:

1) An authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem;
2) The correction work is underway; and
3) The cumulative, peak-design flows potentially added from new connections and line extensions upstream of any chronic overflow or release point are less than or proportional to the amount of inflow and infiltration removal documented upstream from that point.

[2] This includes dry weather overflows, wet weather overflows, dry weather releases and wet weather releases.

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 the permittee's DMR and uploaded to NetDMR. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

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

f) Unpermitted discharges from the collection or treatment system of industrial facilities are prohibited.

2.3.3. Upset

a) "*Upset*" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations due to 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".

2.3.4. Adverse Impact

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

2.3.5. Bypass

a) "*Bypass*" means the intentional diversion of waste streams from any portion of a treatment facility. "*Severe property damage*" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b) Bypasses are prohibited unless all the following conditions are met:

   i. The bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;
   ii. There are no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
   iii. For anticipated bypass, the permittee submits prior notice, if possible at least ten days before the date of the bypass, or for unanticipated bypass, the permittee submits notice of an unanticipated bypass within 24 hours from the time that the permittee becomes aware of the bypass.

c) Bypasses that do not cause effluent limitations to be exceeded may be allowed only if the bypass is necessary for essential maintenance to assure efficient operation and are not subject to the reporting requirements of part b) iii. above.

2.3.6. Washout

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

b) A washout is prohibited. If a washout occurs the permittee must report the incident to the Division in the appropriate EFO within 24 hours by telephone. A written submission must be provided within five days. The washout must be noted on that month's DMR. Each day of a washout is a separate violation.

2.4. LIABILITIES

2.4.1. Civil and Criminal Liability

Except as provided in permit conditions for "*Bypass*" (**Section 2.3.5**), "*Overflows and Releases*" (**Section 2.3.2**), and "*Upset*" (**Section 2.3.3**), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including, but not limited to, fish kills and losses of aquatic life and/or wildlife as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2.4.2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or the Federal Water Pollution Control Act, as amended.

PART 3

3. PERMIT SPECIFIC REQUIREMENTS

3.1. CERTIFIED OPERATOR

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

3.2. POTW PRETREATMENT PROGRAM GENERAL PROVISIONS

As an update of information previously submitted to the Division, the permittee will undertake the following activity:

a) The permittee shall submit the results of an Industrial Waste Survey (IWS) in accordance with Rule 0400-40-14-.08-(6)(b)1, including any industrial users (IU) covered under Section 301(i)(2) of the Act. As much information as possible must be obtained relative to the character and volume of pollutants contributed to the POTW by the IUs. This information will be submitted to the Division of Water Resources, Pretreatment Section within one hundred twenty (120) days of the effective date of this permit, unless such a survey has been submitted within 3 years of the effective date. Development of a pretreatment program may be required after completion of the industrial user review. All requirements and conditions of the pretreatment program are enforceable through the NPDES permit.

b) The permittee shall enforce Rule 0400-40-14-.05, "prohibited discharges". Pollutants introduced into the POTW by a non-domestic source shall not cause pass through or interference as defined in Rule 0400-40-14-.03. These general prohibitions and the specific prohibitions in this section apply to all non-domestic sources introducing pollutants into the POTW whether the source is subject to other National Pretreatment Standards or any state or local pretreatment requirements.

Specific prohibitions: Under no circumstances shall the permittee allow introduction of the following wastes into the POTW:

i. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint

of less than 140°F or 60°C using the test methods specified in 40 CFR § 261.21

ii. Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 unless the system is specifically designed to accommodate such discharges;

iii. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference;

iv. Any pollutant, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW;

v. Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40°C (104°F) unless the Division, upon request of the POTW, approves alternate temperature limits;

vi. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

vii. Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems; or

viii. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

c) The permittee shall notify the Division of any of the following changes in user discharge to the system no later than 30 days prior to change of discharge:

i. New introductions into such works of pollutants from any source which would be a new source as defined in Section 306 of the Act if such source were discharging pollutants;

ii. New introductions of pollutants into such works from a source which would be subject to Section 301 of the "Federal Water Quality Act as Amended" if it were discharging such pollutants; or

iii. A substantial change in volume or character of pollutants being introduced into such works by a source already discharging pollutants into such works at the time this permit is issued.

This notice will include information on the quantity and quality of the wastewater introduced by the new source into the POTW, and on any anticipated impact on the effluent discharged from such works. If this discharge necessitates a revision of the current NPDES permit or pass-through guidelines, discharge by this source is prohibited until the Tennessee Division of Water Resources gives final authorization.

i. Compliance with categorical and local standards, and review of industrial compliance, which includes a summary of the compliance status for all permitted industries. Also included is information on the number and type of major violations of pretreatment regulations, and the actions taken by the POTW to obtain compliance. The effluent from all significant industrial users must be analyzed for the appropriate pollutants at least once every 12 months;

ii. A list of industries in significant non-compliance as published in local newspapers in accordance with the requirements set forth in Rule 0400-40-14-.08(6)(b)8;

iii. A description of all substantive changes made to the permittee's pretreatment program. Any such changes shall receive prior approval. Substantive changes include, but are not limited to, any change in any ordinance, major modification in the program's administrative structure, local limits, or a change in the method of funding the program; and

iv. A summary of the permittee's industrial user inspections, which includes information on the number and type of industry inspected. All significant industrial users must be inspected at least once every twelve months.

3.3. BIOSOLIDS MANAGEMENT PRACTICES

All sludge and/or biosolids use or disposal must comply with 40 CFR § 503 *et seq*. Biosolids shall be sampled and analyzed at a frequency dependent on the amount used annually.

Any facility that land applies non-exceptional quality biosolids must obtain an appropriate permit from the Division in accordance with Chapter 0400-40-15.

a) Reopener: If an applicable "acceptable management practice" or numerical limitation for pollutants in sewage sludge promulgated under Section 405(d)(2) of the Clean Water Act, as amended by the Water Quality Act of 1987, is more stringent than the sludge pollutant limit or acceptable management practice in this permit, or controls a pollutant not limited in this permit, this permit shall be promptly modified or revoked and reissued to conform to the requirements promulgated under Section 405(d)(2). The permittee shall comply with the limitations by no later than the compliance deadline specified in the applicable regulations as required by Section 405(d)(2) of the Clean Water Act.

b) Notice of change in sludge disposal practice: The permittee shall give prior notice to the Director of any change planned in the permittee's sludge disposal practice. The current method of sludge disposal is to a municipal solid waste landfill (or co-composting facility). This method of disposal is controlled by the rules of the Tennessee Division of Solid Waste Management (DSWM) and Federal Regulations at 40 CFR § 258.

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
Nashville Environmental Field Office
711 R.S. Gass Boulevard
Nashville, Tennessee 37216
(615)687-7000

If the permittee anticipates changing its disposal practices to either land application or surface disposal, the Division of Water Resources shall be notified prior to the change. A copy of any results of pollutant analyses required by the Tennessee Division of Solid Waste Management (DSWM) and/or 40 CFR § 258 shall be submitted to the Division of Water Resources.

3.4. PLACEMENT OF SIGNS

Within 60 days of the effective date of this permit, the permittee shall place and maintain a sign at each outfall and any overflow/release point in the collection system or the nearest publicly accessible location. For the purposes of this requirement, any point that has had a total of 5 or more overflows plus releases in the previous 12 months must be so posted. The sign(s) should be clearly visible to the public from the bank and the receiving stream. The *minimum* sign size should be two feet by two feet (2' x 2') with one-inch (1") letters. The sign should be made of durable material and have a white background with black letters.

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

NPDES Permitted Municipal/Sanitary Outfall:

TREATED MUNICIPAL/SANITARY WASTEWATER
Limestone Water Utility Operating Company, LLC
Grassland STP
(615) 714-7868
NPDES Permit NO. TN0027278
TENNESSEE DIVISION OF WATER RESOURCES
1-888-891-8332 ENVIRONMENTAL FIELD OFFICE - Nashville

Unpermitted release/overflow point:

UNTREATED WASTEWATER DISCHARGE POINT
Limestone Water Utility Operating Company, LLC
Grassland STP
(615) 714-7868
NPDES Permit No. TN0027278
TENNESSEE DIVISION OF WATER RESOURCES
1-888-891-8332 ENVIRONMENTAL FIELD OFFICE - Nashville

The permittee may request the removal of signs for unpermitted release/overflows points only. This request should be sent to Division EFO staff detailing the work that has been completed to rectify the cause(s) contributing to overflows and releases at that location. In no case will approval to remove the signs be granted if either an overflow or release has occurred at that location in the previous 12 months.

PART 4

4. DEFINITIONS AND ACRONYMS

4.1. DEFINITIONS

For the purposes of this permit, ***annually*** is defined as a monitoring frequency of once every 12 months beginning with the effective date of this permit, so long as the following set of measurements for a given 12 month period are made approximately 12 months subsequent to that time.

Biosolids are treated sewage sludge that have contaminant concentrations less than or equal to the contaminant concentrations listed in Table 1 of subparagraph (3)(b) of Rule 0400-40-15-.02, meet any one of the ten vector attraction reduction options listed in part (4)(b)1, 2, 3, 4, 5, 6, 7, 8, 9, or 10 of Rule 0400-40-15-.04, and meet either one of the six pathogen reduction alternatives for Class A listed in part (3)(a)3, 4, 5, 6, 7, or 8, or one of the three pathogen reduction alternatives for Class B listed in part (3)(b)2, 3, or 4 of Rule 0400- 40-15-.04.

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

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

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

The ***daily maximum amount*** is a limitation, measured in units of weight per time (*e.g.* pounds per day), on the total amount of any pollutant in the discharge during any calendar day.

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

Degradation means the alteration of the properties of waters by the addition of pollutants, withdrawal of water, or removal of habitat, except those alterations of a short duration.

De Minimis is degradation of a small magnitude, as provided in this paragraph:

(a) Discharges and withdrawals:
   1. Subject to the limitation in part 3 of this subparagraph, a single discharge other than those from new domestic wastewater sources will be considered de minimis if it uses less than five percent of the available assimilative capacity for the substance being discharged.
   2. Subject to the limitation in part 3 of this subparagraph, a single water withdrawal will be considered de minimis if it removes less than five percent of the 7Q10 flow of the stream.
   3. If more than one activity described in part 1 or 2 of this subparagraph has been authorized in a segment and the total of the authorized and proposed impacts uses no more than 10% of the assimilative capacity, or 7Q10 low flow, they are presumed to be de minimis. Where the total of the authorized and proposed impacts uses 10% of the assimilative capacity, or 7Q10 low flow, additional degradation may only be treated as de minimis if the Division finds on a scientific basis that the additional degradation has an insignificant effect on the resource.

(b) Habitat alterations authorized by an Aquatic Resource Alteration Permit (ARAP) are de minimis if the Division finds that the impacts, individually and cumulatively, are offset by impact minimization and/or in-system mitigation, provided however, in Outstanding National Resource Waters (ONRWs) the mitigation must occur within the ONRW.

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

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

An ***ecoregion*** is a relatively homogeneous area defined by similarity of climate, landform, soil, potential natural vegetation, hydrology, or other ecologically relevant variables.

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

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

The ***instantaneous maximum concentration*** is a limitation on the maximum concentration, in units of mass per volume (*e.g.* milligrams per liter), of any pollutant contained in the wastewater discharge determined from a grab sample taken from the discharge at any point in time.

The ***instantaneous minimum concentration*** is the minimum allowable concentration, in units of mass per volume (*e.g.* milligrams per liter), of a pollutant parameter contained in the wastewater discharge determined from a grab sample taken from the discharge at any point in time.

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

The ***monthly average concentration***, a limitation on the discharge concentration in units of mass per volume, of any pollutant, other than bacteria, is the arithmetic mean of all the composite or grab samples collected in a one calendar-month period.

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

Pollutant means sewage, industrial wastes, or other wastes.

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

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

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

A ***reference site*** means the least impacted waters within an ecoregion that have been monitored to establish a baseline to which alterations of other waters can be compared.

A ***reference condition*** is a parameter-specific set of data from regional reference sites that establish the statistical range of values for that particular substance at least-impacted streams.

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

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

The term ***semi-annually,*** for the purposes of this permit, means the same as once every 6 months. Measurements of the limited effluent parameters may be made any time during a 6 month period beginning from the effective date of this permit, so long as the second set of measurements for a given 12 month period are made approximately 6 months subsequent to that time, if feasible.

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

Severe property damage, when used to consider the allowance of a bypass, means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the

absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

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

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

A ***subecoregion*** is a smaller, more homogenous area that has been delineated within an ecoregion.

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

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

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

The ***weekly average amount*** is the sum of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.

The ***weekly average concentration*** is the highest arithmetic mean of all the composite samples collected in a one-week period in a month.

4.2. ACRONYMS AND ABBREVIATIONS

1Q10 – 1-day minimum, 10-year recurrence interval
30Q5 – 30-day minimum, 5-year recurrence interval
7Q10 – 7-day minimum, 10-year recurrence interval
BAT – best available technology economically achievable
BCT – best conventional pollutant control technology
BDL – below detection limit
BOD_5 – five-day biochemical oxygen demand
BPT – best practicable control technology currently available
$CBOD_5$ – five-day carbonaceous biochemical oxygen demand
CEI – compliance evaluation inspection
CFR – code of federal regulations
CFS – cubic feet per second
CFU – colony forming units
CIU – categorical industrial user
CSO – combined sewer overflow
DMR – discharge monitoring report
D.O. – dissolved oxygen
E. coli – *Escherichia coli*
EPA – Environmental Protection Agency
EFO – environmental field office
GPM – gallons per minute
IC_{25} – inhibition concentration causing 25% reduction in survival, reproduction, and growth of the test organisms
IU – industrial user
IWS – industrial waste survey
LB (lb) – pound
LC_{50} – acute test causing 50% lethality
MDL – method detection limit
MGD – million gallons per day
mg/L – milligrams per liter
ML – minimum level of quantification
mL – milliliter
MLSS – mixed liquor suspended solids
MOR – monthly operating report
NODI – no discharge code in NetDMR
NPDES – national pollutant discharge elimination system
PL – permit limit
POTW – publicly owned treatment works

SAR – semi-annual report [pretreatment program]
SIU – significant industrial user
SSO – sanitary sewer overflow
STP – sewage treatment plant
TBEL – technology-based effluent limit
TCA – Tennessee code annotated
TDEC – Tennessee Department of Environment and Conservation
TIE/TRE – toxicity identification evaluation/toxicity reduction evaluation
TMDL – total maximum daily load
TRC – total residual chlorine
TSS – total suspended solids
WQBEL – water quality-based effluent limit

4.3. RESOURCES, HYPERLINKS, AND WEB PAGES

Clean Water Act NPDES Electronic Reporting (eReporting) Information
https://www.epa.gov/compliance/npdes-ereporting

Electronic Code of Federal Regulations (eCFR), Title 40 (40 CFR § 1 through § 1099)
https://www.ecfr.gov/cgi-bin/text-idx?SID=75202eb5d09974cab585afeea981220b&mc=true&tpl=/ecfrbrowse/Title40/40chaptI.tpl

Electronic Reporting (NetDMR) Waiver Request
https://www.tn.gov/content/dam/tn/environment/water/documents/wr_ereporting_waiver.pdf

Low Flow Statistics Tools: A How-To Handbook for NPDES Permit Writers (EPA)
https://www.epa.gov/sites/production/files/2018-11/documents/low_flow_stats_tools_handbook.pdf

Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms (EPA)
https://www.epa.gov/sites/production/files/2015-08/documents/acute-freshwater-and-marine-wet-manual_2002.pdf

NetDMR Login
https://cdxnodengn.epa.gov/net-netdmr/

NetDMR, MyTDEC Forms, & Electronic Reporting Information
https://www.tn.gov/environment/program-areas/wr-water-resources/netdmr-and-electronic-reporting.html

NPDES Compliance Inspection Manual (EPA)
https://www.epa.gov/sites/production/files/2017-01/documents/npdesinspect.pdf

NPDES Electronic Reporting Rule
https://www.federalregister.gov/documents/2015/10/22/2015-24954/national-pollutant-discharge-elimination-system-npdes-electronic-reporting-rule

Quality System Standard Operating Procedure for Macroinvertebrate Stream Surveys (QSSOP)
https://www.tn.gov/content/dam/tn/environment/water/documents/DWR-PAS-P-01-Quality_System_SOP_for_Macroinvertebrate_Stream_Surveys-081117.pdf

Rules of the TN Department of Environment and Conservation, Chapter 0400-40
https://publications.tnsosfiles.com/rules/0400/0400-40/0400-40.htm

Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms (EPA)
https://www.epa.gov/sites/production/files/2015-08/documents/short-term-chronic-freshwater-wet-manual_2002.pdf

TDEC Water Quality Rules, Reports, and Publications
https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html

Technical Support Document for Water Quality-based Toxics Control (EPA)
https://www3.epa.gov/npdes/pubs/owm0264.pdf

Tennessee Nutrient Reduction Framework
https://www.tn.gov/content/dam/tn/environment/water/tmdl-program/wr-ws_tennessee-draft-nutrient-reduction-framework_030315.pdf

Tennessee Plant Optimization Program (TNPOP)
https://www.tn.gov/environment/program-areas/wr-water-resources/tn-plant-optimization-programs/tnpop.html

Tennessee Water Resources Data and Map Viewers
https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-resources-data-map-viewers.html

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

USGS SWToolbox
https://www.usgs.gov/software/swtoolbox-software-information

MINOR MODIFICATION RATIONALE

Limestone Water Utility Operating Company, LLC
Grassland STP
NPDES Permit No. TN0027278
Date: 2/6/2022
Permit Writer: Wade Murphy

This minor modification transfers the NPDES permit to Limestone Water Utility Operating Company, LLC from Cartwright Creek, LLC. Permit regulation allows that a permit transfer due to change in ownership is a minor modification not requiring public notice. (Rule 0400-40-05-0.06(5)(b)).

On January 25, 2022, the Division received written notification from Josiah Cox, President, Limestone Water Utility Operating Company, LLC, dated December 27, 2021, notifying the Division that Limestone Water Utility Operating Company, LLC had acquired the sewerage treatment plant assets from Cartwright Creek Utility, LLC, effective December 21, 2021.

Limestone Water Utility Operating Company, LLC has an active business filing with the Tennessee Secretary of State, Control # 000997814.

Further, Limestone Water Utility Operating Company, LLC, applied for and obtained a Certificate of Public Convenience and Necessity (CCN) from the Tennessee Public Utility Commission (TPUC) to provide sewer utility service as a privately-owned public utility. The TPUC granted the CCN on January 24, 2022, via Docket #2100053.

For discharge and monthly operating monitoring and reporting purposes, this minor modification is retroactively effective on January 01, 2022.

References to Cartwright Creek, LLC in the original fact sheet dated 7/28/21 and its addendum at permit issue dated 8/30/21 remain unchanged. The division published those documents prior to the asset transfer. However, the rationale within those documents for permit limits and conditions are the basis for the minor modified permit issued to Limestone Water Utility Operating Company, LLC.

ADDENDUM TO RATIONALE AT PERMIT ISSUE

Cartwright Creek, LLC
Grassland STP
NPDES Permit No. TN0027278
Date: 8/30/21
Permit Writer: Wade Murphy

On August 3, 2021, Bruce Meyer sent comment on the draft permit rationale on behalf of Cartwright Creek, LLC. The permittee wished to affirm success of the inflow and infiltration work on the collection system referenced in the "Previous Permit Term Review" in Section 5.0 of the rationale on R-3 and R-4. The Division is happy to relay the clarification because successful inflow and infiltration rehabilitation is noteworthy.

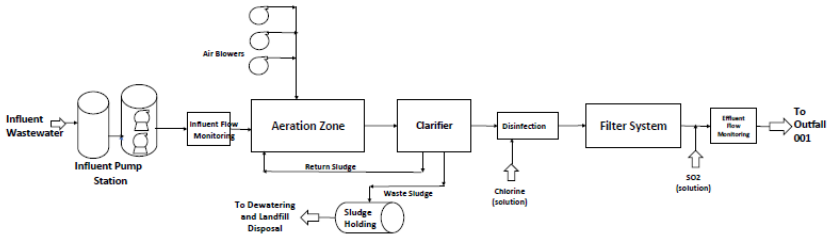
Mr. Meyers relayed that the influent flows decreased in 2020 and 2021, and the influent concentrations increased because Cartwright Creek repaired parts of the collection system in 2019 and 2020. The repairs were completed in a service area identified through engineering studies as having by far the highest I&I. In-line flow monitoring conducted after the repairs showed that the average dry weather flow substantially decreased. The reduction in flow has helped the performance of the treatment system. The repair work mentioned in the rationale dated July 28, 2021, was completed and impactful.

RATIONALE

Cartwright Creek, LLC
Grassland STP
NPDES Permit No. TN0027278
Date: 7/28/2021
Permit Writer: Wade Murphy

1. R

Permittee Name:	**Cartwright Creek, LLC**
Project Name:	**Grassland STP**
Location:	River Rest Subdivision, Franklin, Williamson County, Tennessee
Contact:	Mr. Bruce Meyer - Operations Manager (615) 714-7868 bruce@cartwrightcreek.com
Design Flow Rate:	0.25 MGD
Percentage Industrial Flow:	Zero %
Certified Operator Grades:	STP: III; CS: I; Date Rated: 04/01/99
Treatment Description:	Extended aeration activated sludge, tertiary filtration and treated effluent chlorination/dechlorination



Cartwright Creek, LLC - Grasslands Wastewater Treatment Facility
Process Flow

2. RECEIVING STREAM INFORMATION

Receiving Waterbody:	**Harpeth River at mile 68.8**
Watershed Group:	Harpeth
Hydrocode:	05130204
Low Flow:	7Q10 = 3.4 MGD (5.27 CFS)
Low Flow Reference:	USGS Streamstats, Version 4.3.8

Stream Designated Uses:

Domestic Water Supply	*Industrial*	*Fish & Aquatic Life*	*Recreation*
	X	**X**	**X**
Livestock & Wildlife	*Irrigation*	*Navigation*	*Trout*
X	**X**		

Low flows on unregulated streams are estimated using guidance from the EPA document *Low Flow Statistics Tools: A How-To Handbook for NPDES Permit Writers*. When sufficient and representative USGS gage data is available, USGS SWToolbox is used to analyze the flow data and calculate 7Q10 and 30Q5 values. Using these low flow values at the gage, the permit writer then determines the flow at the point of discharge using the following equation:

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

Where:

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

In the absence of sufficient gage data, the Division relies on USGS Streamstats to calculate low flows statistics. In this permit, no sufficient gage data is available to characterize the receiving stream. Thus, USGS Streamstats was used to delineate the critical low flow at the point of discharge. Appendix 3 shows the Streamstats output used for this estimation.

3. CURRENT PERMIT STATUS

Permit Type:	Municipal
Classification:	Minor
Issuance Date:	31-DEC-19
Expiration Date:	30-NOV-21
Effective Date:	01-FEB-20

4. NEW PERMIT LIMITATIONS AND COMPLIANCE SCHEDULE SUMMARY

a) The units for *E. coli* have been standardized to number per 100 mL (#/100 mL). Previously, the Division used either MPN/100 mL or CFU/100 mL. The identification of one of these two units indirectly created a requirement for a specific type of testing methodology. By utilizing #/100 mL unit, permittees are provided the flexibility to select the 40 CFR § 136 method that is most suitable for their operations. The limit value (number) will remain the same as the limit units are functionally equivalent.

Language throughout the permit has been updated to reflect the eReporting phase 2 requirements in 40 CFR § 127. This includes (but is not limited to) detailing specific data elements that are required to be reported for overflows, releases and bypasses as well as pretreatment program information.

This permit includes a monthly average limit on total residual chlorine derived from the applicable water quality criterion. The monthly average limit protects against chronic exposure to chlorine. See **Section 6.5**.

b) Compliance Schedule Summary

Description of Report to be Submitted	Reference Section in Permit
Monthly Discharge Monitoring Reports	1.3.1.
Monthly Operational Reports	1.3.4.
Bypass and Overflow and Release Report	1.3.5.1.

c) For comparison, this rationale contains a table depicting the previous permit limits and effluent monitoring requirements in Appendix 1.

5. PREVIOUS PERMIT TERM REVIEW

A review of the permittee's Discharge Monitoring Reports (DMRs) from September 2017 through June 2021 reveals that the permittee generally met permit requirements with occasional violations of various $CBOD_5$ limits and TSS percent removal requirements. There have been no violations reported for the past 12 months. For the reporting period, the permittee reported only two sanitary sewer overflows due to causes not related to wet weather. The summary also reflects variable influent concentrations of both $CBOD_5$ and TSS with very weak influent (<100 mg/L) at times. However, the data appears to show a trend toward less weak

influent in 2020 and 2021. A summary of data reported on DMRs during the previous permit term is located in Appendix 2.

During the previous permit term, Division personnel from the Nashville Environmental Field Office performed a Compliance Sampling Inspection (CSI) of the permittee's facility. The CSI was performed by Virginia Lawrence and Lilia Sewell on May 20-23, 2019. The permittee was found to be out of compliance in part due to the deteriorated state of the treatment system which has outlived its useful life. The resulting Notice of Violation dated July 17, 2019, describes no screening at the headworks, no bottom rake on the primary clarifier, a collapsed digestor wall, severe corrosion of metal components including metal walkways, and use of surface injection of chlorine.

The permittee's response dated August 15, 2019, admitted the 50-year old facility needs to be replaced but attributed effluent violations to the impact of inflow and infiltration on treatment rather than on the condition of the facility. The letter detailed plans for some collection system rehabilitation work scheduled for 2019 and 2020.

6. PROPOSED EFFLUENT LIMITS AND RATIONALE

PARAMETERS	MONTHLY AVERAGE CONCENTRATION (MG/L)	MONTHLY AVERAGE AMOUNT (LB/DAY)	WEEKLY AVERAGE CONCENTRATION (MG/L)	WEEKLY AVERAGE AMOUNT (LB/DAY)	DAILY MAXIMUM CONCENTRATION (MG/L)	DAILY MINIMUM PERCENT REMOVAL	RATIONALE
$CBOD_5$ (summer)	5	10	7.5	15	10	40	D.O. protection, Refer to 6.1 below
$CBOD_5$ (winter)	10	21	15	31	20	40	D.O. protection, Refer to 6.1 below
NH_3-N (summer)	2	4	3	6	4	—	D.O. protection, Refer to 6.4 below
NH_3-N (winter)	5	10	7.5	16	10	—	D.O. protection, Refer to 6.4 below
Total Suspended Solids	30	63	40	83	45	40	Rule 0400-40-05-.09
Dissolved Oxygen	6.0 (daily minimum) instantaneous	—	—	—	—	—	D.O. protection, Refer to 6.1 below
Total Chlorine Residual	0.16	—	—	—	0.28	—	Refer to 6.5 below
Total Nitrogen	Report	Report	—	—	Report	Report (lb/d)	Refer to 6.6 below
	15 lb/d as a 12-month rolling average, calculated monthly						Refer to 7.7 below
Total Phosphorus	Report	Report	—	—	Report	Report (lb/d)	Refer to 6.6 below
	5.0 lb/d as a 12-month rolling average, calculated monthly						Refer to 7.7 below
E. coli (#/100mL)	126/100 mL	—	—	—	941/100 mL	—	Rule 0400-40-03-.03, Refer to 6.7 below
Settleable Solids (mL/L)		—	—	—	1.0	—	Rule 0400-40-05-.09
pH (standard units)	6.0 -9.0	—	—	—	—	—	Rule 0400-40-03-.03
Flow (MGD):							
Influent	Report	—	—	—	Report	—	Used to quantify pollutant load
Effluent	Report	—	—	—	Report	—	Used to quantify pollutant load

	Monthly Total		
Dry Weather	Overflows	0	Refer to 6.11 below
Wet Weather	Overflows	0	Refer to 6.11 below

Note: Weekly limitations on $CBOD_5$ and TSS concentrations are given as required per 40 CFR 133.102(a)(2) or 133.102(a)(4)(2) & 133.102 (b)(2) respectively; daily $CBOD_5$ and TSS limitations are authorized by T.C.A. 0400-40-05-.09; monthly and weekly mass loads are limited per 40 CFR 122.45(f) and based on the design flow as per 40 CFR 122.45(b); monthly average percent removal rates for $CBOD_5$ and TSS are required per 40 CFR 133.102(a)(3) or 133.102(a)(4)(iii) and 133.102 (b)(3) respectively. A minimum 40% daily removal rate is required as equivalent to a daily mass load limitation.

6.1. CONVENTIONAL PARAMETERS

6.1.1. $CBOD_5$ and Dissolved Oxygen

Biochemical oxygen demand, or BOD, is a measure of the oxygen used when biological processes break down organic pollutants in wastewater. The amount of oxygen used is more specifically referred to as the five-day biochemical oxygen demand, or BOD_5. This parameter is used in the wastewater industry to measure both the strength of wastewater and the performance of wastewater treatment processes.

Limits on the oxygen demand remaining in the treated wastewater is often necessary to prevent pollutants in the wastewater from driving oxygen in the receiving stream down below the levels necessary to support fish and aquatic life. Additionally, the breakdown of ammonia into other forms of nitrogen also requires oxygen and therefore exerts an oxygen demand on receiving wastewaters.

EPA completed extensive computer modeling for developing its 2004 total maximum daily load (TMDL) for addressing organic enrichment and low dissolved oxygen conditions within the receiving stream. The TMDL incorporated the previously established CBOD5, ammonia and dissolved oxygen limits for this facility. In order to consistently achieve an instream dissolved oxygen concentration at or above the required minimum of 5.0 mg/l, the TMDL also imposed an average annual total nitrogen mass loading of < 15 lb/day for the permittee's Outfall 001 discharge. All of these limits are retained in this permit.

6.1.2. Total Suspended Solids (TSS)

Total Suspended Solids is a general indicator of the quality of a wastewater and will be limited in this permit. The technology-based TSS limit for conventional treatment plants is provided in Tennessee Rule 0400-40-05-.09(1)(a).

TSS - Conventional Secondary Treatment Plants			
Monthly Average	*Weekly Average*	*Daily Maximum*	*Monthly Average*
30 mg/L	40 mg/L	45 mg/L	85 % Removal

6.1.3. Percent Removal

The treatment facility is required to remove 85 % of the $CBOD_5$ and TSS that enter the facility on a monthly basis. This is part of the minimum requirement for all municipal treatment facilities contained in Code of Federal Regulations (CFR) 40 § 133.102. The reasons stated by the EPA for these requirements are to achieve these two basic objectives:

i. To encourage municipalities to correct excessive inflow and infiltration (I/I) problems in their sanitary sewer systems; and
ii. To help prevent intentional dilution of the influent wastewater as a means of meeting permit limits.

The treatment facility is required to remove 40 % of the $CBOD_5$ and TSS that enter the facility on a daily basis. This percent removal will be calculated three times per week and recorded on the Monthly Operation Report. The number of excursions (days when $CBOD_5$ and/or TSS removal is less than 40%) will be reported on the Discharge Monitoring Report.

6.1.4. Settleable Solids

The settleable solids limit of 1.0 ml/L is a technology-based limit established in Rule 0400-40-05-.09.

6.2. FLOW

Monitoring of flow quantifies the load of pollutants to the stream. Flow shall be reported in million gallons per day (MGD) and monitored at the time of sample collection.

6.3. PH

According to the State of Tennessee Water Quality Standards [Chapter 0400-40-03-.03(3) (b)], the pH for the protection of Fish and Aquatic Life shall not fluctuate more than 1.0 unit over a period of 24 hours and shall not be outside the following ranges: 6.0 – 9.0 standard units (SU) in wadeable streams and 6.5 – 9.0 SU in larger rivers, lakes, reservoirs, and wetlands. Considering that the receiving stream will provide some buffering capacity, effluent limitation for pH will be retained in a range 6.0 to 9.0. The sample type will be grab.

6.4. AMMONIA (NH_3-N)

To assess ammonia toxicity impacts, the state utilizes Tennessee Rules, Chapter 0400-40-03-.03-3(3)(j), dated September 11, 2019, to derive allowable instream protection values protective of chronic and acute exposures to a

continuous discharge. A mass balance equation with the treatment facility, stream flows, and these allowable values determines the monthly average and daily maximum permit limits.

The temperature used in calculations is determined based on measured ambient instream temperature or is estimated according to Tennessee's Three Grand Divisions as follows: East (winter 15°C, summer 25°C), Middle (winter 17°C, summer 27°C), and West (winter 20°C, summer 30°C). A pH value of 8 is used because ambient monitoring shows ambient pH is sometimes as high as 8, and because this assumption is more conservative.

Using temperature and pH values, the criterion continuous concentration (CCC) and criterion maximum concentration (CMC) values are calculated using the following equations:

$$CCC = 0.8876 * \left(\frac{0.0278}{1+10^{7.688-pH}} + \frac{1.1994}{1+10^{pH-7.688}}\right) * \left(2.126 * 10^{0.028*(20-MAX(T,7))}\right)$$

and

$$CMC = MIN\left\{\begin{array}{c}\left(\frac{0.275}{1+10^{7.204-pH}} + \frac{39.0}{1+10^{pH-7.204}}\right), \\ \left(0.7249 * \left(\frac{0.0114}{1+10^{7.204-pH}} + \frac{1.6181}{1+10^{pH-7.204}}\right) * \left(23.12 * 10^{0.036*(20-T)}\right)\right)\end{array}\right\}$$

The determined CCC and CMC values are then used in the mass balance equation as follows:

$$CCC = \frac{Q_S C_S + Q_{STP} C_{STP}}{Q_S + Q_{STP}} \quad \text{or} \quad C_{STP} = \frac{CCC(Q_S + Q_{STP}) - (Q_S C_S)}{Q_{STP}}$$

where:

CCC	=	Criteria continuous concentration (mg/L)
Q_S	=	7Q10 flow of receiving stream (MGD)
Q_{STP}	=	Design flow of STP (MGD)
C_S	=	Assumed/Measured instream NH_3 (mg/L)
C_{STP}	=	Allowable STP discharge of NH_3 (mg/L)

See below for calculations:

Ammonia as Nitrogen Calculations

The State utilizes the Water Quality Criteria and the EPA document, EPA Ambient Water Quality Criteria for Ammonia (https://www.epa.gov/wqc/aquatic-life-criteria-ammonia). A mass balance with plant and stream flows and this allowable value determines the monthly average permit limit. Seasonal limits may also be allowed due to ambient temperature variations between the summer and winter seasons.

East TN- 25°C, 15°C
Middle TN- 27°C, 17°C
West TN- 30°C, 20°C

A pH value of 8 (instead of historically used 7.5) was chosen for two reasons: 1.) ambient monitoring in west TN showed that a pH often exceeds 7.5, and is up to 8 sometimes 2.) this assumption is more conservative.

	Winter		Summer
Temp (°C)=	17	Temp (°C)=	27
pH=	8	pH=	8
MAX Expression	17.0000	MAX Expression	27.0000

$$CCC = 0.8876 \times \left(\frac{0.0278}{1+10^{7.688-pH}} + \frac{1.1994}{1+10^{pH-7.688}}\right) x\left(2.126 \times 10^{0.028\times(20-MAX(T,7))}\right)$$

Winter CCC=	**0.94**	Summer CCC=	**0.49**

CCC - Continuous Chronic Criterion Allowable instream NH3 concentration [mg/l]

$$CCC = \frac{\text{(Critical Low Flow [MGD] * Background Ammonia [mg/L]) + (Design Flow [MGD] * } \textbf{Effluent Concentration} \text{ [mg/L])}}{\text{(Critical Low Flow [MGD] + (Design Flow [MGD])}}$$

where:	3.4	Critical Low Flow [MGD] (7Q10 value)
	0.1	Background Ammonia Concentration [mg/L]
	0.25	WWTP Design Flow or long-term average flow [MGD]

Therefore, the Allowable **Effluent Concentrations** and corresponding **Amounts** in winter and summer are:

Winter		Summer	
12.41	Concentration [mg/L]	**5.864**	Concentration [mg/L]
25.9	Amount [lb/day]	**12.2**	Amount [lb/day]

The calculated acute and chronic toxicity values above are compared to ammonia limits previously imposed to prevent ammonia toxicity or calculated to protect ambient dissolved oxygen levels. The permit imposes the most stringent values in the analysis. The analysis compares the calculated chronic ammonia value (CCC) with a monthly average limit previously imposed to protect dissolved oxygen or to prevent toxicity. The analysis compares the calculated acute ammonia value (CMC) with the previously imposed daily maximum value to protect dissolved oxygen or to prevent toxicity. Generally, water quality models have predicted the monthly average ammonia limit to protect dissolved oxygen. The Division has historically developed a companion daily maximum value to protect dissolved oxygen by multiplying the monthly average limit by two. Empirical data supports the factor of two developed in consideration of the natural variation in biological pollutant removal and the design basis for treatment unit sizing.

Because the NH_3-N concentration limits calculated to protect dissolved oxygen are more restrictive than the toxicity limits calculated above, the monthly average limits for NH_3-N (2 mg/L summer, 5 mg/L winter) are applied to the permit.

6.5. CHLORINATION

The total residual chlorine (TRC) limit is derived using the mass balance formula and the EPA acute instream protection value of 0.019 mg/L for fish and aquatic life. Applying this formula yields the following calculation for the TRC daily maximum limit:

$$\frac{0.019\ (Qd + Qs)}{Qd} = Limit\ (mg/L) = \frac{0.019(0.25 + 3.4)}{0.25} = 0.2774\,mg/L \approx 0.28\,mg/L$$

Where:

0.019 mg/L	=	acute instream protection value
3.4	=	Qs – 7Q10 flow of receiving stream (MGD)
0.25	=	Qd – design flow of STP (MGD)

Similarly, the chronic instream protection value of 0.011 mg/L for fish and aquatic life is applied to the mass balance formula to determine the monthly average limit for TRC. Previous permits do not contain rationale for omitting this limit and may have utilized the belief that chlorine's reactivity with other compounds will ensure it does not remain in solution long enough to result in chronic exposure to fish and aquatic life. The best way to reflect chronic exposure to chlorine in harmful quantities is not occurring is reporting successful operation of the de-chlorination technology in compliance with the monthly average limit. This added limit does not entail additional sampling but rather calculation of a monthly average value based on the sampling results in consideration of the method detection level of the test method.

$$\frac{0.011\ (Qd + Qs)}{Qd} = Limit\ (mg/L) = \frac{0.011(0.25 + 3.4)}{0.25} = 0.1606\,mg/L \approx 0.16\,mg/L$$

6.6. TOTAL NITROGEN AND TOTAL PHOSPHORUS

Nutrients are naturally occurring and essential components of healthy aquatic systems. Excessive amounts of nutrients, however, can impact water quality. The enrichment of a waterbody with nutrients, called eutrophication, can result in dense, rapidly multiplying growths, or blooms, of algal species and other nuisance aquatic plants. These have potential for negatively impacting the habitat for fish and aquatic life and degrading the water quality for drinking water supply and recreation uses. These impacts can present both locally from an individual activity and much further downstream from the cumulative impact of multiple activities. The Division has therefore developed and begun to implement a strategy to accomplish long-term nutrient reduction in Tennessee waters. The strategy, referred to as the Tennessee Nutrient Reduction Framework (NRF), contains

proposed rationale and the methodology for implementing the strategy within a watershed area. Consequently, the Framework considers impacts from both point and non-point sources of nutrients and recommends possible reduction goals for both point and non-point sources. The NRF approach to nutrient reduction is intended to utilize an adaptive management approach in consideration of the facts presenting within a watershed and reevaluation of the effectiveness of progress being made. Regular reassessments of goals and action plans will be conducted by reviewing monitoring data, modeling results and other measures of success. As additional data becomes available (such as WWTP effluent characterization and instream water quality data), model results can be re-evaluated.

Therefore, for purposes of implementing this strategy, the Division is imposing a minimum of quarterly effluent characterization for total nitrogen and total phosphorus on all discharges of treated domestic wastewater. This permit retains the twice monthly monitoring and nutrient limits from the previous permit. See Section 7.7 below for additional detail.

In coordination with the NRF and in recognition that meeting nutrient limits may require changes in plant operations, the Division has created the Tennessee Plant Optimization Program (TNPOP), which is a free program created to provide technical assistance and other resources to participating wastewater treatment plants. TNPOP can help wastewater treatment plants optimize energy use and nutrient removal, which can result in cost and energy savings. Interested facilities should visit the Division's TNPOP website for a program description, frequently asked questions, and information on how to apply.

6.7. *E. COLI*

Disinfection of wastewater is required to protect the receiving stream from pathogenic microorganisms. *E. coli* is used as an indicator organism as a measure of the bacteriological health of a receiving stream and the effectiveness of disinfection. Both the geometric mean and daily maximum are limited for *E. coli* in accordance with Rule 0400-40-03-.03. The *E. coli* daily maximum limit of 487 colony forming units per 100 mL applies to lakes and exceptional Tennessee waters. A maximum daily limit of 941 colony forming units per 100 mL applies to all other recreational waters. The units for *E. coli* have been standardized to #/100 mL, which is functionally equivalent to colony forming units.

6.8. BIOMONITORING

The Division evaluates all dischargers for reasonable potential to exceed the narrative water quality criterion "no toxics in toxic amounts". The Division has

determined that for municipal facilities with stream dilutions of less than 500 to 1, any of the following conditions may demonstrate reasonable potential to exceed this criterion:

i. Toxicity is suspected or demonstrated;
ii. A pretreatment program is required; or
iii. The design capacity of the facility is greater than 1.0 MGD.

This facility does not meet any of these criteria.

6.9. COLLECTION SYSTEM

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

Proper operation and maintenance of the collection system may include, but is not limited to:

1. A comprehensive collection system map showing all drainage areas, manholes, pump stations (number and size of pumps), flow meters, chronic overflow and release locations, miles of collection system, material and diameter of construction, and other relevant system elements.
2. Rainfall data at location(s) using method(s) representative of precipitation within the collection system area.

3. Flow meters at locations in the collection system that would enable drainage area analysis and prioritization based on the amount of inflow and infiltration (I/I) observed.
4. A collection system hydraulic model that predicts I/I problems in response to rainfall events and the effects of new conditions.

When determining if a location experiences chronic sanitary sewer overflows or releases, the term "event(s)" includes dry weather overflows, wet weather overflows, dry weather releases and wet weather releases.

7. OTHER PERMIT REQUIREMENTS AND CONDITIONS

7.1. CERTIFIED WASTEWATER TREATMENT OPERATOR

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

7.2. COLLECTION SYSTEM CERTIFIED OPERATOR

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

7.3. PRETREATMENT PROGRAM

The Cartwright Creek, LLC has received an exemption from development of a pretreatment program due to the lack of any significant industrial users.

The permittee submitted an updated Industrial User Survey to the Division dated April 20, 2020. The survey is in the permittee's electronic file record.

7.4. BIOSOLIDS MANAGEMENT PRACTICES

The Clean Water Act (CWA) requires that any NPDES permit issued to a publicly owned treatment works or any other treatment works treating domestic sewage shall comply with 40 CFR § 503, the federal regulation governing the use and

disposal of sewage sludge. It is important to note that "biosolids" are sewage sludge that have been treated to a level so that they can be land applied.

The language in **section 3.3.** of the permit, relative to biosolids management, a CWA requirement, allows the "permitting authority" under 40 CFR § 503.9(p) to be able to enforce the provisions of § 503. The "permitting authority" relative to Part 503 is either a state that has been delegated biosolids management authority or the applicable EPA Region; for Tennessee it is EPA Region 4.

Tennessee regulates the land application of non-exceptional quality biosolids under state rules, Chapter 0400-40-15. The state rules became effective on June 30, 2013. Under these state rules, all facilities that land apply non-exceptional quality biosolids must obtain a biosolids permit from the division. The land application of non-exceptional quality biosolids under state rules is regulated through either a general permit or by an individual permit. Questions about the division's biosolids regulations and permitting program should be directed to the State Biosolids Coordinator at:

Division of Water Resources
State Biosolids Coordinator
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102
615-532-0625

7.5. PERMIT TERM

In order to meet the target reissuance date for the Harpeth watershed and following the directives for the Watershed Management Program initiated in January 1996, the permit will be issued to expire in 2026.

7.6. ELECTRONIC REPORTING

The NPDES Electronic Reporting Rule (eRule), which became effective on December 21, 2016, replaces most paper-based reporting requirements with electronic reporting requirements. NetDMR allows NPDES permittees to submit DMRs electronically to EPA through a secure internet application and has been approved by Tennessee as the official electronic reporting tool for DMRs.

Monitoring results shall be recorded monthly and submitted monthly using Discharge Monitoring Reports (DMRs) based on the effluent limits in **section 1.1** of the permit. DMRs and DMR attachments, including laboratory data and overflow reports, shall be submitted electronically in NetDMR or other electronic reporting tool approved by the State, no later than the 15th of the month following

the end of the monitoring period. All NPDES program reports must be signed and certified by a responsible official or a duly authorized representative, as defined in 40 CFR § 122.22.

According to 40 CFR § 127.15, states have the flexibility to grant temporary or episodic waivers from electronic reporting to NPDES permittees who are unable to meet the electronic reporting requirements. To obtain an electronic reporting waiver, an electronic reporting waiver request must be submitted by email to DWRwater.compliance@tn.gov or by mail to the following address:

Division of Water Resources
Compliance and Enforcement Unit – NetDMR Waivers
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, TN 37243-1102

For contact and training information about NetDMR electronic reporting, visit the Division's website here.

The permit language has been modified to accommodate the implementation of the MyTDEC Forms electronic reporting tool. For more information, visit EPA's website on eReporting requirements.

7.7. ANTIDEGRADATION STATEMENT / WATER QUALITY STATUS

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

Stream determinations for this permit action are associated with the waterbody segment identified by the Division as segment ID# TN05130204009_3000.

The Division has made a water quality assessment of the receiving waters associated with the subject discharge(s) and has found the receiving stream to be neither an exceptional nor outstanding national resource water. Additionally, the division assesses this water as not having quality to support(s) designated uses due to low dissolved oxygen and elevated phosphorus attributed to municipal point source discharges and the discharges from urbanized high-density areas.

Total Maximum Daily Loads (TMDLs) have been developed and approved for this waterbody segment on the following parameters and dates:

Parameter:
Dissolved Oxygen

TMDL Approval Date:
September 2004

The proposed terms and conditions of this permit comply with the wasteload allocations of these TMDLs.

In summary, this permit imposes in Part 1.1 of permit the nitrogen load (15 lb/d) established in the 2004 EPA TMDL to protect ambient dissolved oxygen along with a reopener clause in Part 1.5 of the permit to allow for including conditions consistent with the revised TMDL being developed by Tennessee with the assistance of EPA and cooperation of permittees and local environmental groups. This permit retains a phosphorus load limit to cap the discharges of phosphorus at their current levels in support of the anti-degradation provision of state water quality standards. The division developed the phosphorus limit in the previous permit based on the 2-year average phosphorus load from the facility as an average of the monthly averages. The 5.0 lb/d limit is equivalent to a concentration of 2.4 mg/L at the design flow rate of 0.25 MGD. Both limits are set as annual (12-month) rolling averages consistent with the division's draft, statewide nutrient reduction framework. The facility is reporting the following total nitrogen and phosphorus in its effluent:

Mo/Year	Total N	Total P
02/29/2020	17.99	4.31
03/31/2020	17.14	4.39
04/30/2020	16.43	4.06
05/31/2020	16.56	3.96
06/30/2020	18.09	4.04
07/31/2020	17.94	4.14
08/31/2020	17.08	4.22
09/30/2020	16.91	4.45
10/31/2020	16.03	4.57
11/30/2020	14.51	4.47
12/31/2020	13.02	3
01/31/2021	13.04	3.14
02/28/2021	14.18	3.26
03/31/2021	14.21	3.38
04/30/2021	13.89	3.42
05/31/2021	13.6	3.45
06/30/2021	13.06	3.37
Eff. Limit:	15	5

APPENDIX 1 –
PREVIOUS PERMIT LIMITS

PARAMETERS	MONTHLY AVERAGE CONCENTRATION (MG/L)	MONTHLY AVERAGE AMOUNT (LB/DAY)	WEEKLY AVERAGE CONCENTRATION (MG/L)	WEEKLY AVERAGE AMOUNT (LB/DAY)	DAILY MAXIMUM CONCENTRATION (MG/L)	DAILY MINIMUM PERCENT REMOVAL	MEASUREMENT FREQUENCY
$CBOD_5$ (May 1- Oct. 31)	5	10	7.5	15	10	40	3/week
$CBOD_5$ (Nov. 1- April 30)	10	21	15	31	20	40	3/week
NH_3-N (May 1- Oct. 31)	2	4	3	6	4	—	3/week
NH_3-N (Nov. 1- April 30)	5	10	7.5	16	10	—	3/week
Total Suspended Solids	30	63	40	83	45		3/week
Dissolved Oxygen (mg/L)	6.0 (daily minimum) instantaneous	—	—	—	—	—	5/week
Total Chlorine Residual (mg/L)	—	—	—	—	0.28 (daily maximum)	—	5/week
Total Nitrogen	Report	Report	—	—	Report	Report (lb/d)	2/month
Total Nitrogen	15 lb/d as a 12-month rolling average, calculated monthly						1/month
Total Phosphorus	Report	Report	—	—	Report	Report (lb/d)	2/month
Total Phosphorus	5.0 lb/d as a 12-month rolling average, calculated monthly						1/month
E. coli (MPN/100ml)	126/100 ml	—	—	—	941/100 ml	—	3/week
Settleable Solids (ml/l)		—	—	—	1.0 (daily maximum)	—	5/week
pH (standard units)	6.0-9.0	—	—	—	—	—	5/week
Flow (MGD):							
Influent	Report	—	—	—	Report	—	7/week
Effluent	Report	—	—	—	Report	—	7/week
Sanitary Sewer Overflows, Total Occurrences, gal/mo., Cum total	Report						continuous
Dry Weather Overflows, Total Occurrences, gal/mo., Cum total	Report						continuous
Wet Weather Releases, Total Occurrences, gal/mo	Report						Continuous
Dry Weather Releases, Total Occurrences, gal/mo	Report						Continuous
Bypass of Treatment, Total Occurrences	Report						continuous

APPENDIX 2 – DMR SUMMARY

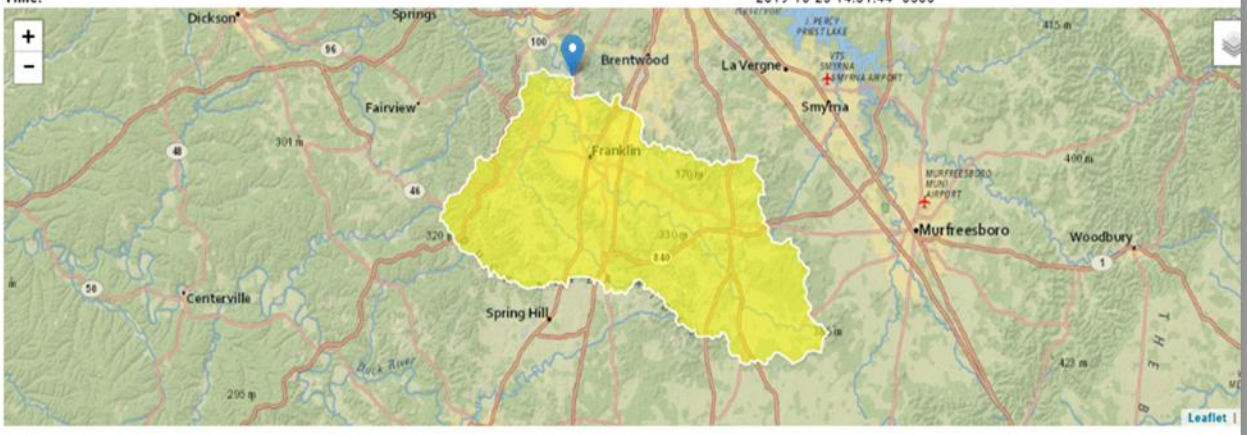
	Flow (MGD)		Biochemical Oxygen Demand				Suspended Solids				Effluent (mg/l)									Overflow and Bypass
			Influent	Effluent (mg/l)		%	Influent	Effluent (mg/l)		%	Settleable	pH		Cl_2	Ammonia		D.O.	E. coli		
	Monthly Average	Daily Max	(mg/l)	Monthly Average	Daily Max	Removal	(mg/l)	Monthly Average	Daily Max	Removal	Solids (ml/l)	(std. units) Min	(std. units) Max	Daily Max	Monthly Average	Daily Max	Daily Min	Monthly Average	Daily Max	
Limits	Report	Report	Report			85	Report			85	1.0	6.0	9.0				6.0	126	941	
Summer				5	10			30	45					0.28	2.0	4.0				
Winter				10	20			30	45					0.28	5.0	10.0				
Average	0.376	0.788	106	5	17	93	80.6	4	8	93	0.2	7.2	7.6	0.11	0.5	1.7	6.8	15	76	
Maximum	1.035	1.664	251.4	25	170	99	169.3	10	20	98	1.0	7.4	7.9	0.24	2.1	7.4	7.5	35	161	
Minimum	0.130	0.181	37.3	2	2	51	8.9	2	3	74	0.1	6.8	7.4	0.04	0.1	0.1	6.0	2	4	
+ = Exceedence				5	11	5				3						1				2

Date																				
Sep/17	0.365	1.495	61	2	2	95.9	63.8	4	7	93.8	1.0	7.3	7.6	0.07	1.20	4.10 +	6.3	12.1	88	
Oct/17	0.297	0.668	62.4	2.1	2	96.4	65.6	4	12	93.5	0.1	7.3	7.7	0.06	0.64	3.60	6.6	18.1	101	
Nov/17	0.464	1.619	47.2	2.5	5	94.1	41.4	4	8	89.9	0.1	7.3	7.7	0.06	0.40	1.90	7.1	14.4	109	
Dec/17	0.541	1.567	53.2	25 +	100 +	50.8 +	65.9	10	13	84.8 +	0.2	7.2	7.6	0.11	0.65	1.60	6.9	14.1	91	
Jan/18	0.390	0.532	69.9	5	37 +	89.3	78.4	7	12	90.8	0.1	7.0	7.7	0.08	0.25	0.75	7.0	18.1	85	
Feb/18	1.035	1.664	47	19 +	170 +	76.4 +	33.6	9	11	73.9 +	0.1	7.1	7.6	0.10	0.11	0.36	6.8	34.5	87	
Mar/18	0.654	1.603	64.3	8	24 +	86.3	55.9	8	11	86.1	0.1	7.2	7.7	0.09	0.20	1.30	6.7	17.3	58	
Apr/18	0.651	1.084	40.9	17 +	88 +	54.6 +	52.1	8	16	85.3	0.1	7.3	7.6	0.12	0.37	1.50	6.8	20.2	110	
May/18	0.356	1.260	53.6	13 +	42 +	63.9 +	46.9	3	5	92.9	0.1	7.1	7.6	0.12	0.75	1.80	6.3	8.4	78	
Jun/18	0.260	0.601	122.3	20 +	53 +	82.5 +	62.9	2	4	96.8	0.1	7.1	7.6	0.04	0.47	1.30	6.4	19.8	48	
Jul/18	0.171	0.294	87.3	5	16 +	93.8	74.5	4	8	94.7	0.1	7.2	7.6	0.15	0.23	0.73	6.9	15.1	85	
Aug/18	0.162	0.307	173.4	2	5	98.4	118.4	4	7	97	0.1	6.8	7.6	0.21	0.31	0.96	6.5	17.8	89	
Sep/18	0.215	0.628	120.6	2	3	97.5	95.5	4	10	95.9	0.2	7.1	7.7	0.14	0.20	0.44	6.4	22.4	60	
Oct/18	0.361	0.622	72.3	2	4	96.8	63.6	3	6	95.1	0.4	7.3	7.8	0.07	0.22	1.07	7.2	28.6	101	
Nov/18	0.493	0.783	77.6	4	22 +	92.4	55.1	3	3	95.3	0.1	7.3	7.6	0.17	0.73	2.22	6.7	18.5	84	
Dec/18	0.610	0.843	67.7	5	16	91.5	39.1	5	11	86.6	0.6	7.3	7.5	0.19	0.75	1.69	7.5	30.1	148	
Jan/19	0.799	1.529	43.6	3	5	91.5	31.6	6	15	80.9 +	0.8	7.1	7.5	0.20	0.73	1.67	7.5	35.2	154	
Feb/19	0.754	1.083	37.3	3	7	90.8	39.3	4	11	89.2	0.4	7.1	7.5	0.06	0.44	1.65	7.2	23.6	137	
Mar/19	0.557	0.970	78.8	3	5	96	57.2	4	7	93.2	0.3	7.1	7.6	0.11	0.59	1.84	7.1	23.6	161	1
Apr/19	0.626	1.551	76.6	3	6	92.3	60.7	5	14	91.3	0.5	7.2	7.6	0.11	0.96	2.70	6.9	35	127	
May/19	0.273	0.408	144.7	3	8	97.8	132.7	3	6	97.9	0.1	7.2	7.6	0.05	1.01	1.95	6.8	17.2	50	
Jun/19	0.289	0.509	136	3	5	97.9	95.3	4	10	96	0.1	7.3	7.7	0.06	0.54	1.78	6.4	22.4	133	
Jul/19	0.265	0.560	131.6	2	3	98.1	113.9	3	5	97.4	0.1	7.4	7.8	0.12	0.34	0.81	7.2	9.7	61	
Aug/19	0.301	0.794	117.4	2	3	97.9	78.7	3	4	96.6	0.1	7.3	7.7	0.24	0.48	1.72	6.7	15.2	55	
Sep/19	0.130	0.181	179.5	4	8	97.5	127.2	4	6	96.8	0.1	7.1	7.6	0.12	0.66	1.30	6.1	7.8	91	
Oct/19	0.300	0.722	128.1	3	9	97	90.9	3	6	96.5	0.1	7.0	7.7	0.12	0.33	1.09	6.1	10.4	117	
Nov/19	0.577	1.164	86.3	3	6	96.3	83.5	3	4	96.3	0.1	7.3	7.7	0.05	0.16	0.38	6.9	18.1	111	
Dec/19	0.393	0.823	80.2	6	39 +	93.1	68.9	4	6	94.7	0.1	7.2	7.9	0.14	0.32	1.07	7.1	13.6	66	
Jan/20	0.429	0.747	89.1	3	5	97	72.5	4	5	95.1	0.1	7.3	7.7	0.11	0.11	0.13	7.1	7.7	28	
Feb/20	0.415	0.839	116.6	3	7	97	92.9	5	12	94.7	0.1	7.3	7.7	0.15	0.22	0.57	6.8	9.9	48	
Mar/20	0.323	0.672	126.2	4	6	96.6	76.2	6	9	90.3	0.1	7.4	7.7	0.13	0.14	0.31	7.4	13.6	59	
Apr/20	0.288	0.676	110.2	3	9	96.9	73.9	6	12	89.4	0.2	7.3	7.7	0.14	0.23	0.40	7.0	19	46	1
May/20	0.160	0.270	130	5	15 +	95	8.88	3	5	96.7	0.1	7.1	7.4	0.11	0.64	1.22	6.4	12.3	104	
Jun/20	0.146	0.233	165.7	3	6	98.1	131.5	3	3	98	0.1	7.0	7.5	0.08	0.67	1.63	6.1	4.1	5.4	
Jul/20	0.155	0.312	251.4	3	7	98.1	124	3	3	97.7	0.1	6.9	7.6	0.15	0.42	0.85	6.1	7.9	78	
Aug/20	0.223	0.510	131.6	2	4	98.3	106.7	3	5	97.5	0.1	7.4	7.8	0.08	0.21	0.34	6.5	9.9	4.3	
Sep/20	0.280	0.656	127.8	2	2	98	120	3	4	97.5	0.1	7.4	7.7	0.09	0.31	0.72	6.8	12.4	56	
Oct/20	0.237	0.371	129.6	2	5	98.1	102.5	3	5	96.9	0.1	7.4	7.7	0.10	0.55	2.75	6.4	6.6	54	
Nov/20	0.197	0.297	182.9	2	2	98.5	84.7	3	3	96.7	0.1	7.4	7.6	0.08	1.25	7.40	7.1	2.6	8.5	
Dec/20	0.311	0.479	101.6	2	4	97.6	85.7	3	5	96.6	0.1	7.3	7.6	0.12	0.40	1.05	7.4	6	24	
Jan/21	0.316	0.663	137.8	3	7	97.6	88.8	3	3	96.7	0.1	7.3	7.7	0.09	0.38	1.56	7.4	5	34	
Feb/21	0.342	0.635	99.7	3	6	96.7	76.3	4	8	94.5	0.1	7.3	7.6	0.12	0.87	4.90	7.4	7	24	
Mar/21	0.483	1.177	81.1	3	5	94.5	63.3	6	13	88.5	0.1	7.1	7.7	0.11	0.41	1.19	6.8	14.1	87	
Apr/21	0.275	0.780	197.8	3	8	98.5	169.3	4	20	97.4	0.1	7.1	7.6	0.13	2.11	4.65	6.6	4.9	75	
May/21	0.246	0.629	112.2	2	2	98	121.1	3	3	97.6	0.1	7.3	7.5	0.08	1.18	3.37	6.0	4.6	44	
Jun/21	0.187	0.446	135.4	2	3	98.4	115.2	3	9	97.1	0.1	7.4	7.6	0.09	0.81	1.64	6.2	2.4	11	

APPENDIX 3 –
RECEIVING STREAM LOW FLOW DETERMINATION

StreamStats Report

Region ID:	TN
Workspace ID:	TN20191025193127666000
Clicked Point (Latitude, Longitude):	36.01038, -86.89598
Time:	2019-10-25 14:31:44 -0500



Low-Flow Statistics Parameters[Low Flow Central and East Regions 2009 5159]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	350.73	square miles	1.3	14441
RECESS	Recession Index	40	days per log cycle	32	175
CLIMFAC2YR	Tennessee Climate Factor 2 Year	2.334	dimensionless	2.056	2.46
SOILPERM	Average Soil Permeability	1.499	inches per hour	0.45	9.72
PERMGTE2IN	Percent permeability gte 2 in per hr	44.727	percent	2	100

Low-Flow Statistics Flow Report[Low Flow Central and East Regions 2009 5159]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, SEp: Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SEp
7 Day 10 Year Low Flow	5.27	ft^3/s	89
30 Day 5 Year Low Flow	10.9	ft^3/s	70.2

Low-Flow Statistics Citations

Law, G.S., Tasker, G.D., and Ladd, D.E.,2009, Streamflow-characteristic estimation methods for unregulated streams of Tennessee: U.S. Geological Survey Scientific Investigations Report 2009–5159, 212 p., 1 pl.

EXHIBIT 15

Serial No. 5126

State of Tennessee

Department of Environment and Conservation

Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board.

and is therefore, by these presents, entitled to recognition as a

Grade IV Water Treatment Plant Operator

In Witness Whereof, we have subscribed our names and affixed our Seal

Certificate No. ********* *Dated* November 06, 2003

Recommended J Darryl Green
Board Chairman

Attest W David Johnson
Board Secretary

Approved Betsy L Child *Commissioner.*

CN-0756

Serial No. 6561

State of Tennessee

Department of Environment and Conservation

Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board

and is therefore, by these presents, entitled to recognition as a

Grade II Wastewater Collection System Operator

In Witness Whereof, we have subscribed our names and affixed our Seal

Certificate No. ********* *Dated* May 03, 2007

Recommended _____
Board Chairman

Attest _____
Board Secretary

Approved _____ *Commissioner.*

CN-0756

RDA 2404

Tennessee Department of Environment and Conservation

Julian R. Fleming Environmental Training Center

Awards This Certificate To

Dana Douglas

For Completion of the Course and Competency in

Testing and Evaluation of Backflow Prevention

Assemblies on

November 16, 2021

Certificate No.

5353

Expiration Date

November 16, 2024

Director, Fleming Training Center

Serial No. 5445

State of Tennessee

Department of Environment and Conservation

Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board.

and is therefore, by these presents, entitled to recognition as a

Grade II Distribution System Operator

In Witness Whereof, we have subscribed our names and affixed our Seal

Certificate No. ********* *Dated* November 04, 2004

Recommended J Darryl Green
Board Chairman

Attest W David Jones
Board Secretary

Approved Betsy L Child *Commissioner.*

CN-0756

Serial No. 5370

State of Tennessee

Department of Environment and Conservation

Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board.

and is therefore, by these presents, entitled to recognition as a

Grade IV Wastewater Treatment Plant Operator

In Witness Whereof, we have subscribed our names and affixed our Seal

Certificate No. ********* *Dated* May 06, 2004

Recommended J Darryl Green
Board Chairman

Approved Betsy L Child *Commissioner.*

Attest W Ralph Lund
Board Secretary

CN-0756

EXHIBIT 16

CSWR, LLC - Limestone UOC
Chart of Accounts

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

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

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

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

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

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

EXHIBIT 17

Limestone Water Utility Operating Company
Account Balances at acquisition for Nash Ridge Service Area

Acct Name	Acct #	Balance
Structures & Improvements-Sewer	354.000	106,400
Collection Sewers-Force	360.000	306,751
Flow Measuring Devices	364.000	33,150
Plant Sewers	381.000	31,450
		477,751

EXHIBIT 18

STATE OF Missouri

COUNTY OF St Louis

We the undersigned Marty Moore, CFO
and Brent Thies, Corporate Controller
of Limestone Water Utility Operating Company

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.

.....
(Chief Officer)

.....
(Officer in charge of accounts)

Subscribed and sworn to before me this 31st
day of March....., 2022
Daniel Ryan Janowiak
Notary Public, St Louis County, MO
My commission will expire.....5/4/24
.....
(Seal)

DANIEL RYAN JANOWIAK
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 20374795
My Commission Expires 05-04-2024

TABLE OF CONTENTS

F-2

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	3/29/2022	2021

IDENTIFICATION & OWNERSHIP

Report of: Limestone Water Utility Operating Company
(REPORT THE EXACT NAME OF UTILITY)

Located at: _____ Year Ended: _____

Date Utility was Originally Organized:

Location of Office Where Accounts and Records are Kept:
1630 Des Peres Rd, Ste 140
Des Peres, MO 63131

Give the Name,Title,&Office Address of the Officer of the Utility to Whom Correspondence Should be Addressed Conc
Telephone: _____

OFFICERS & MANAGERS

NAME	TITLE	SALARY
Josiah Cox	President	0
Marty Moore	CFO	0

OWNERSHIP

Report every corporation or individual owning or holding directly or indirectly 5 percent or more of the voting securities o the reporting utility.

Name (a)	Address (b)	Percent Ownership In Utility (c)	Salary Charged Utility (d)	Meetings Attended During Year (e)

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Co	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	2021

INCOME STATEMENT

Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential		112,600	87,740	-	200,340
Commercial		1,415	1,970	-	3,385
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Gross Revenue		**114,015**	**89,710**	**-**	**203,724**
Operation & Maint. Expense	W3/S3	157,963	91,997	-	249,959
Depreciation Expense	F-5	21,384	40,889	-	62,273
Amortization Expense				-	-
Other Expense (Gen & Admin Expense)		31,587	81,340	-	112,927
Other Expense (Insurance)		4,316	5,915	-	10,231
Taxes Other Than Income	F-7	137	460	-	597
Income Taxes	F-7			-	-
Total Operating Expenses		**215,386**	**220,601**	**-**	**435,987**
Net Operating Income		**(101,372)**	**(130,891)**	**-**	**(232,263)**
Other Income:					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Income		**-**	**-**	**-**	**-**
Other Deductions:					
Misc. Nonutility Expenses		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Deductions		**-**	**-**	**-**	**-**
Net Income		**(101,372)**	**(130,891)**	**-**	**(232,263)**

F-4

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	10,967,489	0
	Accum. Depreciation and Amortization (108)	F5/W2/S2	2,429,425	0
	Net Utility Plant		**8,538,064**	**0**
	Cash		654,776	0
	Customer Accounts Receivable (141)		37,527	0
	Other Assets (Special Deposits)		9,100	0
	Other Assets (Prepayments)		5,197	0
	Other Assets (Other Current Assets)		153,067	0
	Other Assets (Deferred Debits)		10,430	0
	Total Assets		**9,408,161**	**0**
	LIABILITIES AND CAPITAL			
	Common Stock Issued (201)	F-6	3,823,524	0
	Preferred Stock Issued (204)	F-6	0	0
	Other Paid-In Capital (211)		0	0
	Retained Earnings (215)	F-6	(232,262)	0
	Capital (Proprietary & Partnership-218)	F-6	0	0
	Total Capital		**3,591,262**	**0**
	Long-Term Debt (224)	F-6	0	0
	Accounts Payable (231)		69,628	0
	Notes Payable (232)		449,947	0
	Customer Deposits (235)		0	0
	Accrued Taxes (236)		0	0
	Other Liabilities (Misc Liabilities)		22,175	0
	Other Liabilities (Capital Improvement Reserve)		110,754	0
	Other Liabilities (Sales Tax Payable)		810	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	5,163,584	0
	Total Liabilities		**5,816,899**	**0**
	Total Liabilities & Capital		**9,408,161**	**0**

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Limestone Water Utility Operating C	(1) _X_ An Original (2) ___ A Resubmission	3/29/2022	2021

NET UTILITY PLANT

Plant Accounts (101-107) Inclusive (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Utility Plant in Service (101)	1,670,735	7,608,428	0	9,279,163
Construction Work in Progress (105)	37,595	410,453	0	448,048
Other (Utility Plant Acq Adj)	0	1,240,278	0	1,240,278
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	**1,708,330**	**9,259,159**	**0**	**10,967,489**

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	579,073	1,850,352	0	2,429,425
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	**579,073**	**1,850,352**	**0**	**2,429,425**
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	**579,073**	**1,850,352**	**0**	**2,429,425**

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	2021

CAPITAL STOCK (201 - 204)

(a)	Common Stock (b)	Preferred Stock (c)
Par or stated value per share	3,823,524	-
Shares Authorized	1	-
Shares issued and outstanding	1	-
Total par value of stock issued	3,823,524	-
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)	(232,263)	-
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	**(232,263)**	**0**

PROPRIETARY CAPITAL (218)

NONE (a)	Proprietor (b)	Partner (c)
Balance first of year	-	-
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)	-	-
Changes during year (Please Specify)	-	-
Balance end of year	**0**	**0**

LONG-TERM DEBT (224)

Obligation including Issue & Maturity Dates NONE (a)	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**

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	3/29/2022	2021

TAXES ACCRUED (236)

Description (a)	Water (b)	Sewer (c)	Other (d)	Total (e)
Balance First of year	-	-	-	0
Accruals Charged:				
Federal Income Tax	-	-	-	0
Local Property tax	132	444	-	576
State ad valorem tax	-	-	-	0
TN State Sales Tax	-	-	-	0
Regulatory Assessment Fee	-	-	-	0
Payroll Tax	-	-	-	0
Other Taxes (Business Registration)	5	16	-	20
Other Taxes (Please Specify)			-	0
Total Taxes Accrued	**137**	**460**	**0**	**597**
Taxes Paid				
Federal Income Tax	-	-	-	0
Local Property tax	132	444	-	576
State ad valorem tax	-	-	-	0
TN State Sales Tax	-	-	-	0
Regulatory assessment fee	-	-	-	0
Payroll Tax	-	-	-	0
Other Taxes (Business Registration)	5	16	-	20
Other Taxes (Please Specify)	-	-	-	0
Total Taxes Paid	**137**	**460**	**0**	**597**
Balance End of Year	**0**	**0**	**0**	**0**

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all info concerning rate, management, construction, advertising, labor relations, or other professional services rendered to the Utility for which total payments during the year to any Corp, Ptnshp, indiv, or organization of any kind, amounted to $500 or more.

Name of Recipient	Amount	Description of Service
Anders CPAs and Advisors	5,807	Outsourced accounting services
Beckemeier LeMoine Law	966	Real Estate Attorneys
CT Corporation	330	Registered Agen
Elasticity LLC	1,552	PR Firm
Live Voice	376	Call Center/Customer Support
Nitor Billing Services LLC	19,495	Customer Service/Billing

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	3/29/2022	2021

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year	-	-	-
Add Credits During Year	237,431	5,177,951	5,415,382
Less Charges During Year		-	-
Balance End of Year	**0**	**5,177,951**	**5,415,382**
Less Accumulated Amortization	113,811	137,987	251,798
Net Contributions in Aid of Construction	**(113,811)**	**5,039,964**	**5,163,584**

DITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements fro which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Customer Tap On	**Cash**	2,850	-
Customer Tap On	**Cash**		2,850
Customer Tap On	**Cash**	713	-
Customer Tap On	**Cash**		713
Purchase Aqua	**Property**	234,253	-
Purchase Aqua	**Property**	-	270,011
Purchase Cartwright Creek	**Property**	-	4,903,993
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		**237,816**	**5,177,567**

F-8

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	2021

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year	-	-	-
Add Credits During Year	237,431	5,177,951	5,415,382
Less Charges During Year		-	-
Balance End of Year	**237,431**	**5,177,951**	**5,415,382**
Less Accumulated Amortization	113,811	137,987	251,798
Net Contributions in Aid of Construction	**123,620**	**5,039,964**	**5,163,584**

DITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements fro which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Customer Tap On	**Cash**	2,850	-
Customer Tap On	**Cash**		2,850
Customer Tap On	**Cash**	713	-
Customer Tap On	**Cash**		713
Purchase Aqua	**Property**	234,253	-
Purchase Aqua	**Property**	-	270,011
Purchase Cartwright Creek	**Property**	-	4,903,993
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		**237,816**	**5,177,567**

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	3/29/2022

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	-	598,377	-	598,377
354	Structures & Improvements	-	1,987,317	-	1,987,317
360	Collection Sewers - Force	-	343,443	-	343,443
361	Collection Sewers - Gravity	-	1,109,839	-	1,109,839
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	-	-	-	-
364	Flow Measuring Devices	-	16,538	-	16,538
365	Flow Measuring Installations	-	12,236	-	12,236
370	Receiving Wells	-	217,903	-	217,903
371	Pumping Equipment	-	801,702	-	801,702
380	Treatment & Disposal Equipment	-	1,722,049	-	1,722,049
381	Plant Sewers	-	11,158	-	11,158
382	Outfall Sewer Lines	-	21,758	-	21,758
389	Other Plant & Miscellaneous Equipment	-	36,908	-	36,908
390	Office Furniture & Equipment	-	3,155	-	3,155
391	Transportation Equipment	-	74,098	-	74,098
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	-	15,541	-	15,541
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	-	-	-
396	Communication Equipment	-	-	-	-
397	Miscellaneous Equipment	-	-	-	-
398	Other Tangible Plant	-	636,406	-	636,406
	Total Sewer Plant	**-**	**7,608,428**	**-**	**7,608,428**

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	40	0.00%	2.50%	-	-	858,940	858,940
360	Collection Sewers - Force	50	0.00%	2.00%	-	-	-	-
361	Collection Sewers - Gravity	50	0.00%	2.00%	-	-	194,258	194,258
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	-	0.00%	0.00%	-	-	-	-
364	Flow Measuring Devices	10	0.00%	10.00%	-	-	13,500	13,500
365	Flow Measuring Installations	30	0.00%	3.33%	-	-	-	-
370	Receiving Wells	25	0.00%	4.00%	-	-	105,383	105,383
371	Pumping Equipment	10	0.00%	10.00%	-	-	191,178	191,178
380	Treatment & Disposal Equipment	20	0.00%	5.00%	-	-	423,664	423,664
381	Plant Sewers	40	0.00%	2.50%	-	-	10,973	10,973
382	Outfall Sewer Lines	50	0.00%	2.00%	-	-	21,395	21,395
389	Other Plant & Miscellaneous Equipment	20	0.00%	5.00%	-	-	28,889	28,889
390	Office Furniture & Equipment	20	0.00%	5.00%	-	-	-	-
391	Transportation Equipment	10	0.00%	10.00%	-	-	-	-
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	20	0.00%	5.00%	-	-	-	-
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	10	0.00%	10.00%	-	-	2,171	2,171
	Totals				**0**	**0**	**1,850,352**	**1,850,352**

*State basis used for percetages used in schedule.

S-2

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	3/29/2022	2021

SEWER OPERATION & MAINTENANCE EXPENSE

N/A

Acct No.	Description (a)	Amount (b)
701	Salaries & Wages - Employees	-
703	Salaries & Wages - Officers, Directors & Stockholders	-
704	Employee Pensions & Benefits	-
710	Purchased Sewage Treatment	-
711	Sludge Removal Expense	775
715	Purchased Power	20,378
716	Fuel for Power Production	-
718	Chemicals	-
720	Materials & Supplies	209
730	Contractual Services	70,557
740	Rents	-
750	Transportation Expense	-
755	Insurance Expense	-
765	Regulatory Commission Expense	-
770	Bad Debt Expense	-
775	Miscellaneous Expenses	78
	Total Sewer Operation & Maintenance Expense	**91,997**

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	-	-	-	-
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	-	1,558	-	1,558
Total Customers	**0**	**1,558**	**0**	**1,558**

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	3/29/2022	2021

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	Hydromatic Submer	romatic Submer	E-One DH071 (2	Sta-Rite 2000 (2
Year Installed	1998	1998	2010-2020	2020
Rated Capacity (GPM)	45gpm	115pgm	11gpm	10gpm
Size (HP)	5 HP	5 HP	1 HP	1/2 HP
Power (Electric/Mechanical)	Electric	Electric	Electric	Electric
Make, Model or Type of Motor	Unknown	Unknown	E/One Extreme	Sta-Rite

SERVICE CONNECTIONS

Description*** (a)	Service Connection #1 (b)	Service Connection #2 (c)	Service Connection #3 (d)	Service Connection #4 (e)
Size (Inches)	Varies	1.5	2	1.5
Type (PVC, VCP, etc)	PVC/Clay	PVC	PVC	PVC
Average Length (Feet)	Varies	50	50	50
Connections-Beginning of Year	-	-	-	-
Connections-Added during Year	-	-	-	-
Connection-Retired during Year	-	-	-	-
Connections-End of Year	**0**	**0**	**0**	**0**
Number of Inactive Connections	-	-	-	-

COLLECTING MAINS, FORCE MAINS, & MANHOLES

Description (a)	Collecting Mains (b)	Force Mains (c)	Manholes (d)
Size (Inches)	6 to 18"		n/a
Type	PVC/DI/Clay	PVC	n/a
Length/Number-Beginning of Year	40,000	53,595	150
Length/Number-Added During Year	-	2,500	-
Length/Number-Retired During Year	-	-	-
Length/Number-End of Year	40000	56095	150

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

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	2021

TREATMENT PLANT

Description*** (a)	Treatment Facility #1 (b)	Treatment Facility #2 (c)	Treatment Facility #3 (d)	Treatment Facility #4 (e)
Manufacturer	Clow Aeroflow	Sheaffer System	Sheaffer System	Recirc Sand
Type	Extend Aeration	Deep Cell	Deep Cell	Fixed Film
Steel or Concrete	Steel	Lined Earthen	Lined Earthen	Lined Earthen
Total Capacity	.250 MGD	75,000 gpd	60,000 gpd	336,000 gpd
Average Daily Flow				
Effluent Disposal				
Total Gallons of Sewage Treated				

MASTER LIFT STATION PUMPS

Description*** (a)	Master Pump #1 (b)	Master Pump #2 (c)	Master Pump #3 (d)	Master Pump #4 (e)
Manufacturer	Clow Aeroflow	Clow Aeroflow		
Capacity (GPM)	400	400		
Size (HP)	20	20		
Power (Electric/Mechanical)	Electric	Electric		
Make, Model, or Type of Motor	Unknown	Unknown		

OTHER SEWER SYSTEM INFORMATION

Present Number of Equivalent Residential Customer's * being served	
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve	
Estimated Annual Increase in Equivalent Residential Customers *	

* 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:

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?

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

W-1

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	-	221,530	-	221,530
304	Structures & Improvements	-	1,237,397	-	1,237,397
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	-	205,842	-	205,842
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	-	5,966	-	5,966
348	Other Tangible Plant	-	-	-	0
	Total Water Plant	**0**	**1,670,735**	**0**	**1,670,735**

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	40	0.00%	2.50%	-	-	576,320	576,320
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	50	0.00%	2.00%	-	-	2,519	2,519
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	50	0.00%	2.00%	-	-	234	234
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
	Totals				-	-	**579,073**	**579,073**

*State basis used for percetages used in schedule.

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	101,270
615	Purchased Power	-
616	Fuel for Power Production	-
618	Chemicals	-
620	Materials & Supplies	150
630	Contractual Services	55,573
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	-
672	Miscellaneous Expenses	970
	Total Water Operation & Maintenance Expense	**157,963**

WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	-	415	-	415
3/4 Inch	-	-	-	-
1.0 Inch	-	-	-	-
1.5 Inch	-	1	-	1
2.0 Inch	-	2	-	2
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	-	37	-	37
Total Customers	**0**	**455**	**0**	**455**

W-4

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	2021

PUMPING AND PURCHASED WATER STATISTICS

Description (1) (a)	Water Purchased for Resale (b) in thousands	Water Pumped from Wells (c) in thousands	Total Water Pumped and Purchased (d) in millions	Water Sold To Customers (e)
January	-	-	-	-
February	-	-	-	-
March	-	-	-	-
April	-	-	-	-
May	-	-	-	-
June	-	-	-	-
July	-	-	-	-
August	-	-	-	-
September	-	-	-	-
October	-	-	-	-
November	-	-	-	-
December	-	-	-	-
Total for the Year	-	-	-	-

SALES FOR RESALE

Indicate below the identity of any utilities or vendors purchasing water for resale.

Savannah Utility Department

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

Description (1) (a)	Water Purchased for Resale (b) in thousands	Water Pumped from Wells (c) in thousands	Total Water Pumped and Purchased (d) in millions	Water Sold To Customers (e)
January	-	-	-	-
February	-	-	-	-
March	-	-	-	-
April	1,503,900	-	-	699,379
May	1,732,100	-	-	786,224
June	2,633,900	-	-	1,547,470
July	2,925,000	-	-	1,502,932
August	3,139,300	-	-	1,435,011
September	2,669,500	-	-	1,346,619
October	2,212,100	-	-	1,183,724
November	2,582,900	-	-	799,408
December	1,510,300	-	-	470,340
Total for the Year	**20,909,000**	-	-	**9,771,107**

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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)				
Auxilary 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				
Auxilary Power				

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

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	76
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
Limestone Water Utility Operating Com	(1) _X_ An Original (2) ___ A Resubmission	(Mo, Da, Yr) 3/29/2022	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	
Commercial	
Industrial	
Public Authorities	
Multiple Family	
Fire Protection	
All Other	
Total Operating Revenues	**0**
Operating Expenses:	
Operation	
Depreciation	
Amortization	
Taxes Other Than Income Taxes	
Income Taxes	
Total Operating Expense	**0**
Net Operating Income	**0**
Other (Please Specify)	
Other (Please Specify)	
Adjusted Net Operating Income	**0**
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:	estone Water Utility Operating Company
Report Period:	7/14/1909
Report Date:	3/29/2022

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".	10,967,489	10,967,489	(0)
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	10,967,489	9,279,163	1,688,326
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	2,429,425	2,429,425	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. I & 30, S2, col. I	2,429,425	2,429,425	0
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	3,823,524	3,823,524	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".	(232,262)	(232,263)	1
8. Line 31 on F4, col. "C" agrees w/line 37 on F6, cols. "B" & "C".	-	-	0
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".	5,163,584	5,163,584	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	5,415,382	5,415,382	0

Limestone Utility Operating Company
2021 Tap Escrow & Capital Recovery Detail

	Balance 12/31/2021
Tap Escrow Bank Account	509,730.01
Capital Recovery Surcharge	110,754.31
Total	**620,484.32**

EXHIBIT 19

Limestone Water UOC

Wastewater Service Tariff

TRA #1
Rate Schedules

SCHEDULE OF RATES & CHARGES
GRASSLAND SERVICE TERRITORY

Residential Monthly Wastewater Service:

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

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known) * $14.29 or $10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES
ARRINGTON RETREAT SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	$55.25

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known) * $14.29 or $10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES
HIDEAWAY SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	$55.25

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known) * $14.29, or $10,000.00 whichever is greater.*

SCHEDULE OF RATES & CHARGES
HARDEMAN SPRINGS SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	$55.25

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known) * $14.29 or $10,000.00, whichever is greater.*

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

Schedule of Rates and Charges
Chapel Woods Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:	$29 per month

* Indicates new rate or text
\+ Indicates change

DATE OF ISSUE _____ DATE EFFECTIVE _____
Month Day Year Month Day Year

ISSUED BY Josiah Cox President
name of officer title address

Limestone Water UOC

Wastewater Service Tariff

TRA #2
Rules and Regulations

RULES AND REGULATIONS

Statement of Purpose

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

Definition of Terms

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

Authorization of Rules and Regulations

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

Effect of Rules and Regulations

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

Utility Items on Private Property

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

Discontinuance of Service

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

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

Non-payment Penalties

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

Change in Ownership, Tenancy of Service

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

Security Deposits

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

Engineering Materials and Construction Standards

To be provided upon written request.

Special Pretreatment Sewage Requirements

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

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

Damages

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

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

Inspection

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

In Event of Emergency

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

Extension Plan

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

Contracts for Service

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

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

Customer Billing Forms

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

Public Contact

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

support@limestonewateruoc.com

Tennessee Regulatory Authority Regulations

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

Returned Checks

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

Payment Plans

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

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

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

Alternative Address Notification

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

Limestone Water UOC
1630 Des Peres Road
Des Peres MO 63131

SEWER SERVICE CONTRACT

_____Number of Bedrooms _____Square Feet

Responsible Party for paying the bill:

Customer Name _____

Address of Service _____

_____
CITY STATE ZIP

Mailing Address (if different) _____

_____
CITY STATE ZIP

Phone: Home # _____ Work # _____

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

Contact Person (if different from Customer) _____

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

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

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

Date _____ Signed _____

Contract approved and issued:

Date _____ By _____

Office Use Only:

Account # _____

EXHIBIT 20

T. R. MILLS
CONSTRUCTION LLC

April 7, 2023

Serenity Trust
Attn: Leslie McMahon
334 E. Lake Rd. #176
Palm Harbor, FL 34685

Re: Confirmation of Contractor for Sewer Installation at the Proposed Development for Property Located at 2600 Hillsboro Rd. Brentwood, TN 37027, Parcel ID 013 0090000007013.

Dear Ms. McMahon:

Please accept this letter as our confirmation that we have provided you with the proposal for the installation of the Sanitary Sewer Utilies at the above mentioned project executed by both parties on April 7, 2023 and attached hereto. Final numbers will require approval from the ownership group once construction plans have been approved by the County. It is our understanding that you have approved us to be the contractor to install these improvements and that we will begin this work once the service area is approved by the Tennessee Public Utility Commission, Williamson County, including plan approval by Limestone (Central States). We are licensed in the State of Tennessee to perform such work and our license number is 61802.

Very truly yours,

T. R. Mills Construction, LLC

Tommy R. Mills

Owner Developer: Serenity Trust | Project: Nash Ridge | T. R. Mills Construction LLC

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL
SEWER	4: FORCE MAIN PVC	5838'	LF	$172,221.00
	3" SCH 40 PVC	260'	LF	$9,100.00
	SERVICE CONNECTION	34	EA	$31,450.00
	METER BOX & LID	34	EA	$33,150.00
	1 1/4" SCH 40 PVC	1480'	LF	$39,960.00
	4" BALL VALVE & ASSEMBLY	1	EA	$2,350.00
	2" BALL VALVE & ASSEMBLY	1	EA	$2,200.00
	2" BALL VALVE & CLEAN OUT	6	EA	$16,500.00
	1 1/4" FORCE MAIN LOT SERVICE	34		$28,900.00
	MISC FITTINGS		LS	$24,000.00
	PRESSURE TEST	7200'	LF	$11,520.00
	BEDDING STONE	1,800	TN	$68,400.00
	CLEAR R.O.W. & TIE IN EXISTING		LS	$38,000.00
	SubTotal			**$477,751.00**

EXCLUSION

1. Permits, Usage, Capacities, Inspection Fees, Tap Fees, Bonds or Deposits
2. Soil Analysis or Compaction Testing
3. Undercutting
4. Sinkhole Filling
5. Dewatering
6. No Haul-in if Needed
7. No Haul-off if Needed
8. Excludes Grinder pumps & tanks

CONDITIONS

1. Owner to provide onsite Bench Marks
2. Owner to provide GeoTech Engineers
3. TRMCON shall install all Erosion Control Devices &
4. Temporary Construction Entrance prior to starting grading operations
5. The Lots are going to be built to Plan Grade
6. Bid is based on Preliminary Plat & Construction Drawing dated 9/19/2022

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are accepted.
Prices and Materials are based on the Final Plans provided by SEC, Inc.
Any additions or deletions in the form of Change Orders will be agreed upon by the Owner and Contractor.

OWNER

signature

Sole Member of the Real Estate Management Committee Serenity Trust

CONTRACTOR

signature

TOMMY R. MILLS

Tommy Mills
901-489-8000
tommy@trmillsconstruction.com

PO BOX 1700
Shelbyville, TN 37162

EXHIBIT 21

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

IN THE MATTER OF:	)	**DIVISION OF WATER RESOURCES**
	)	
	)	
LIMESTONE WATER UTILITY OPERATING COMPANY, LLC,	)	
	)	
	)	
	)	
RESPONDENT.	)	**CASE NO. WPC22-0086**

CONSENT ORDER AND ASSESSMENT

This Consent Order and Assessment is entered into between the Department of Environment and Conservation ("Department") and Limestone Water Utility Operating Company, LLC ("Respondent"), for the purpose of resolving the issues set forth herein. The parties stipulate and agree as follows:

PARTIES

I.

The Commissioner is responsible for administering and enforcing the Water Quality Control Act, Tenn. Code Ann. §§ 69-3-101 to -148 ("Act"). The Commissioner may delegate to the Director any of the powers, duties, and responsibilities of the Commissioner under the Act, Tenn. Code Ann. § 69-3-107(13), and has delegated such authorities to Jennifer Dodd.

II.

The Respondent owns and operates the Grasslands sewage treatment plant ("Plant") and the associated collection system in Williamson County, Tennessee. The Respondent is duly registered with the Secretary of State to conduct business in Tennessee. Process may be served on the Respondent through its Registered Agent, C T Corporation System, 300 Montvue Rd, Knoxville, Tennessee 37919.

JURISDICTION

III.

Whenever the Commissioner has reason to believe that a violation of the Act has occurred, is occurring, or is about to occur, the Commissioner may issue a complaint to the violator and the Commissioner may order corrective action be taken. Tenn. Code Ann. § 69-3-109(a). Further, the Commissioner has authority to assess civil penalties against any violator of the Act, Tenn. Code Ann. § 69-3-115, and has authority to assess damages incurred by the State resulting from the violation, Tenn. Code Ann. § 69-3-116. The Board of Water Quality, Oil and Gas ("Board") has promulgated rules governing general water quality criteria and use classifications for surface waters. Tenn. Comp. R. & Regs. Chapters 0400-40-03 and 0400-40-04.

IV.

The Respondent is a "person" under the Act. Tenn. Code Ann. § 69-3-103.

V.

Harpeth River and its tributaries constitute "waters" of the state and "streams." Tenn. Code Ann. §§ 69-3-103 (41) and (45). Harpeth River has been classified by the Board for the following uses: domestic water supply, industrial water supply, fish and aquatic life, recreation, irrigation, and livestock watering and wildlife. Harpeth River in Williamson County, Tennessee is included on the 2020 303(d) list of impaired streams due to elevated levels of total phosphorus and low concentrations of dissolved oxygen.

VI.

Any person engaged in or planning to engage in the discharge of sewage, industrial wastes, or other wastes into waters, or to a location from which it is likely that the discharged substance will move into waters, must obtain and comply with a permit from the Department. Tenn. Code

Ann. § 69-3-108. Each permit requires a set of effluent limitations to indicate adequate operation or performance of treatment units used and to appropriately limit those harmful parameters present in the wastewater. Tenn. Comp. R. & Regs. 0400-40-05-.08. 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 conditions of the permit. Tenn. Comp. R. & Regs. 0400-40-05-.07. It is unlawful for any person to violate the conditions of a discharge permit issued by the Department. Tenn. Code Ann. §§ 69-3-108(b) and -114(b).

FACTS

VII.

On August 30, 2021, the Division issued National Pollutant Discharge Elimination System (NPDES) permit TN0027278 ("Permit") to Cartwright Creek, LLC. The Permit became effective December 1, 2021, and expires November 30, 2026. A minor modification transferred the Permit to the Respondent on January 1, 2022. The Permit authorizes the discharge of treated domestic wastewater from Outfall 001 to Harpeth River at mile 68.8 in accordance with all effluent limitations and monitoring requirements set forth.

VIII.

On May 17, 2022, Division staff conducted a Compliance Evaluation Inspection (CEI) of the Plant. Staff noted discrepancies in the operational monitoring data submitted for February, March, and April, 2022, and determined that information was not transferred accurately from laboratory bench sheets to Monthly Operation Reports (MORs) to Discharge Monitoring Reports (DMRs). Staff noted several other instances of reporting, transcription, and calculation errors, and that a Standard Operating Procedure (SOP) was not available on site for review.

During inspection of the treatment processes, staff noted significant corrosion of the above ground units, such that the structural integrity of the treatment unit walls and equipment was questionable. During an interview with Division staff, the operator stated that an inflow and infiltration ("I/I") project completed in 2019 and 2020 had improved I/I issues during the summer months, but not during winter months when rainfall was heaviest.

Staff observed that no influent screening mechanism existed. Inorganic material was removed by hand and disposed of in a dumpster, which was periodically hauled off site, and an "island" of inorganic solids remained in the aeration basin. Staff observed that the interior walls surrounding the digestor unit were rusted to the point where the unit was inoperable; digester function had been replaced by a polyethylene tank which held solids until they were trucked from the Plant. Staff noted that the clarifier was in poor condition: algae had accumulated on the weirs; no skimmer arm was present; grit, grease, pin floc, and debris floated on the clarifier surface.

Staff observed that chlorination and dechlorination processes were conducted in what was previously the above ground, "tertiary filtration" unit of the Plant. Staff observed grit and grease floating in the basin. In the interview, the operator stated that the internal components of this unit were removed years ago. Staff noted that the operator used chlorine gas for disinfection of effluent, manually adjusting chlorine dosing based on flow and the results of chlorine residual testing. The operator achieved dechlorination by similar manual dosing adjustments of sulfur dioxide gas.

During review of the laboratory and lab processes, staff observed that the temperature of the *E. coli* incubator was not within the correct range. Staff observed that the bottle containing distilled water was discolored and was contaminated with mold. Staff also observed dead insects in the pH storage solution cup. The cap on the meter used to measure dissolved oxygen (DO) was scratched, and no extra caps were available on site. A comparator, necessary for comparing *E. coli*

test results to distinguish threshold positive results from negative results, was not available on site. Staff found food and drink items next to lab samples in the same refrigerator.

IX.

On June 8, 2022, the Division issued a Notice of Violation (NOV) to the Respondent detailing the violations noted during the inspection of May 17, 2022. The NOV advised the Respondent that operation and maintenance of the facility must improve, and instructed the Respondent to:

- review MORs and DMRs for February, March, and April 2022, and make appropriate corrections;
- develop an SOP and keep it at the facility;
- change pH storage solution on a regular basis;
- change or thoroughly clean distilled water containers;
- keep a spare cap for the DO meter on site;
- purchase an IDEXX Quanti-Tray comparator;
- purchase a separate refrigerator for storage of lab samples;
- adjust the *E. coli* incubator to the proper temperature;
- on lab bench sheets, include the analysis method number, or reference the current edition of Standard Methods for Water and Wastewater Analyses.

The NOV further instructed the Respondent to submit a plan of action detailing the corrective actions necessary to address the violations and conditions noted to the Division by July 15, 2022.

X.

From January 2022 through July 15, 2022, the Plant incorrectly reported the following tests on its DMRs, resulting in non-receipt violations:

Parameter	Monitoring Period	Number of Test Values Incorrectly Reported
Carbonaceous BOD, 5-day	February 2022	2
	March 2022	4
	April 2022	3
E. coli	February 2022	2
Nitrogen, Ammonia Total	February 2022	2
	March 2022	4
	April 2022	3
Settleable Solids	February 2022	1
	March 2022	1
	April 2022	1
Chlorine, Total Residual	March 2022	1
	April 2022	1
Phosphorus, Total	March 2022	2
Suspended Solids, Total	April 2022	2
Total Violations		**29**

The Respondent submitted corrections for all these violations on June 21, 2022, following receipt of the NOV.

XI.

From January 2022 through July 15, 2022, the Plant reported the following effluent limitation exceedances on its Discharge Monitoring Reports:

Parameter	Effluent Exceedances
Carbonaceous BOD, 5-day	4
Chlorine, Total Residual	1
Nitrogen, Ammonia Total	5
Total	**10**

VIOLATIONS

XII.

By failing to properly operate and maintain the treatment facility (missing screening structures, digester, clarifier, tertiary filtration unit), failing to properly maintain laboratory

equipment, and manually adjusting chlorine dosing, the Respondent has violated the Permit, which states in relevant part:

Section 2.1.3 a

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

XIII.

By discharging pollutants to waters of the state in excess of permitted effluent limitations, and by failing to properly report the results of required monitoring, the Respondent has violated the Act:

Tenn. Code Ann. § 69-3-108(b):

> It is unlawful for any person, other than a person who discharges into a publicly owned treatment works or a person who is a domestic discharger into a privately owned treatment works, to carry out any of the following activities, except in accordance with the conditions of a valid permit:
>
> (3) The increase in volume or strength of any wastes in excess of the permissive discharges specified under any existing permit;

Tenn. Code Ann. § 69-3-114(b):

> In addition, it is unlawful for any person to act in a manner or degree that is violative of any provision of this part or of any rule, regulation, or standard of water quality promulgated by the Board of any permits or orders issued pursuant to this part; or fail or refuse to file an application for a permit as required in § 69-3-108; or to refuse to furnish, or to falsify any records, information, plans, specifications, or other data required by the Board or the Commissioner under this part.

ORDER AND ASSESSMENT

XIV.

Pursuant to sections 69-3-109, -115, and -116 of the Act, the Director orders, and the Respondent agrees, as follows:

For all payments submitted, please include reference to case number **WPC22-0086**.

1. The Respondent is assessed a **total civil penalty of $63,264.00. The Respondent shall pay $10,544.00 to the Division as an upfront allocation of this penalty on or before the thirty-first day following the effective date of this Order.** The remaining $52,720.00 shall only become due if the Respondent fails to comply with Items 2-6, listed below:
2. On or before the ninetieth day following the effective date of this Order, the Respondent shall develop and submit to the Division for approval an SOP for the monitoring of operational parameters at the Plant. The SOP shall include processes for the collection of samples, recording of sample data, maintenance of monitoring records, maintenance of laboratory stores and equipment, and appropriate quality assurance/quality control practices, according to EPA-approved procedures. The approved SOP shall be kept on the Plant premises available for review. If the Respondent fails to comply with this Item, the Respondent shall pay $ 231.00 to the Division for each day the SOP is late, not to exceed a total of $6,930.00.
3. On or before the ninetieth day following the effective date of this Order, the Respondent shall submit to the Division a corrective action plan / engineering report (CAP/ER) describing all steps necessary to address the degraded conditions of treatment structures, laboratory conditions, observations noted in section VIII above, and the effluent limitation exceedances listed in section XI. The CAP/ER shall include a schedule with a specific date of completion for each action. Any changes or modifications to the CAP/ER requested by the Division shall be submitted by the Respondent within 30 days following the request. Final completion of all actions in the CAP/ER shall not exceed three years from Division approval. If the Respondent fails to comply with this Item, the Respondent shall pay $232.00 to the Division for each day the CAP/ER is late, not to exceed a total of $6,960.00.

4. Upon Division approval of the CAP/ER, each milestone date of the project schedule shall become an enforceable component of this Order. For each calendar quarter – ending March 31, June 30, September 30, and December 31 – the Respondent shall write a concise progress report detailing the actions taken to that point. The Respondent shall submit each report to the Division not later than the fifteenth business day of the month following the end of the previous quarter. If the Respondent fails to comply with this Item, the Respondent shall pay $575.00 for each quarterly report that is late, not to exceed a total of $6,900.00.
5. Within 180 days following completion of all measures in the CAP/ER, the Respondent shall submit a Final Report to the Division for approval. The Final Report shall describe the completion of each scheduled action and shall include a detailed study evaluating the success of the CAP/ER in achieving substantial compliance with the Permit. If the Respondent fails to comply with this Item, the Respondent shall pay $231.00 for each day that the Final Report is late, not to exceed a total of $6,930.00.
6. For one year following completion of the CAP/ER, the Respondent shall maintain substantial compliance with the Permit. If the Respondent fails to comply with this Item, as evidenced by effluent violations on the Discharge Monitoring Reports, the Respondent shall pay $5,000.00 per effluent violation, not to exceed a total of $25,000.00.

All payments shall be made payable to the "Treasurer, State of Tennessee" and sent to the Division of Fiscal Services - Consolidated Fees Section, Tennessee Department of Environment and Conservation, 10th Floor Snodgrass Bldg., 312 Rosa Parks Avenue, Nashville, Tennessee

37243. The case number, **WPC22-0086**, should be written on all correspondence regarding this matter.

This Order shall be considered closed one year after Division receipt of the Final Report, so long as the Respondent has complied with all Order requirements, all penalties owed have been paid, and the Respondent is in substantial compliance with the Act.

The Effective Date of this Order shall be the date it is signed by Jennifer Dodd, Director of the Division of Water Resources. The Department may, for good cause shown, extend the compliance dates contained within this Order. To be eligible for this time extension, the Respondent shall submit a written request to be received in advance of the compliance date. The written request must include sufficient detail to justify such an extension and include at a minimum the anticipated length of the delay, the precise cause or causes of the delay, and all preventative measures taken to minimize the delay. Any such extension by the Department will be in writing. Should the Respondent fail to meet the requirement by the extended date, any associated civil penalty shall become due 30 days thereafter.

Failure to comply with any of the requirements of this Order could lead to further enforcement actions, which may include additional civil penalties, assessment of damages, and/or recovery costs.

DEPARTMENT'S RESERVATION OF RIGHTS

In entering into this Consent Order, the Department does not implicitly or expressly waive any provision of the Act or the regulations promulgated thereunder or the authority to assess costs, civil penalties, and/or damages incurred by the State against the Respondent. The Department expressly reserves all rights it has at law and in equity to order further corrective action, assess civil penalties and/or damages, and to pursue further enforcement action including, but not limited

to, monetary and injunctive relief. Compliance with this Order will be considered as a mitigating factor in determining the need for future enforcement action(s).

WAIVER OF RIGHT TO APPEAL

The Respondent understands that it has the right to appeal this Order pursuant to sections 69-3-109, -115, and -116 of the Act. By signing below, the Respondent knowingly and voluntarily waives any right it may have to appeal this Order.

RESPONDENT'S RESERVATION OF RIGHTS

The Respondent does not admit or deny the factual allegations or the alleged violations of law contained in this Order. The Respondent reserves its rights to contest the factual allegations and alleged violations contained in this Order in any proceeding other than a proceeding brought by the Department to enforce the terms of this Order.

AUTHORITY TO SIGN

The undersigned representatives of the Department and the Respondent represent and warrant that they are fully authorized and competent to execute this Consent Order and Agreement on behalf of the entity for which they are signing.

Agreed to by Limestone Water Utility Operating Company, LLC, as evidenced by the signature below, and issued by the Director of the Division of Water Resources, on this 13th day of February, 2023.

Jennifer Dodd (Feb 13, 2023 13:33 CST)

Jennifer Dodd, Director
Division of Water Resources
Department of Environment and Conservation

(Representative) Josiah Cox
Limestone Water Utility Operating Company, LLC

Reviewed by:

Samantha Buller-Young

Samantha Buller-Young
BPR # 040466
Assistant General Counsel
Department of Environment & Conservation
Knoxville Environmental Field Office
3711 Middlebrook Pike
Knoxville, TN 37921
p. (865)-440-8303
Samantha.Buller-Young@tn.gov

67866159.v1

Reviewed by:

Katherine Barnes

Katherine Barnes
BPR # 032456
Butler Snow LLP
150 3rd Avenue South, Suite1600
Nashville, TN 37201
D: (615) 651-6797
Katherine.Barnes@butlersnow.com

EXHIBIT 22

Asset Type	Depreciation-Years
301.000 Organization - Water	0 years 0 months
302.000 Franchises - Water	10 years 0 months
303.000 - Land and Land Rights - Water	0 years 0 months
304.000 Structures and Improvements - Water	40 years 0 months
305.000 Collecting and Impounding Reservoirs - Water	10 years 0 months
306.000 Lake, River and Other Intakes - Water	50 years 0 months
307.000 Wells and Springs - Water	50 years 0 months
308.000 Infiltration Galleries and Tunnels - Water	30 years 0 months
309.000 Supply Mains - Water	50 years 0 months
310.000 Power Generation Equipment - Water	10 years 0 months
311.000 Pumping Equipment - Water	10 years 0 months
320.000 Water Treatment Equipment - Water	10 years 0 months
330.000 Distribution Reservoirs and Standpipes - Water	40 years 0 months
331.000 Transmission and Distribution Mains - Water	40 years 0 months
333.000 Services - Water	40 years 0 months
334.000 Meters and Meter Installation - Water	10 years 0 months
335.000 Hydrants - Water	50 years 0 months
336.000 Backflow Prevention Devices - Water	10 years 0 months
339.000 Other Plant and Miscellaneous Equipment - Water	10 years 0 months
340.000 Office Furniture and Equipment	10 years 0 months
341.000 Transportation Equipment - Water	40 years 0 months
342.000 Stores Equipment - Water	40 years 0 months
343.000 Tools, Shop and Garage Equipment - Water	50 years 0 months
344.000 Laboratory Equipment - Water	20 years 0 months
345.000 Power Operated Equipment - Water	40 years 0 months
346.000 Communication Equipment - Water	10 years 0 months
347.000 Miscellaneous Equipment - Water	50 years 0 months
348.000 Other Tangible Plant - Water	50 years 0 months
349.000 Other Transmission & Distribution Plant	10 years 0 months
351.000 - Organization	0 years 0 months
353.000 Land & Land Rights	0 years 0 months
354.000 Structures & Improvements	40 years 0 months
360.000 Collection Sewere - Force	50 years 0 months
361.000 Collection Sewers (Gravity)	50 years 0 months
371.000 Pumping Equipment	10 years 0 months
380.000 Treatment & Disposal Equipment	20 years 0 months
381.000 Plant Sewers	40 years 0 months
382.000 Outfall Sewer Lines	50 years 0 months
390.000 Office Furniture & Equipment	20 years 0 months
391.000 Transportation Equipment	7 years 0 months
393.000 Tools, Shop & Garage Equipment	20 years 0 months
395.000 Power Operated Equipment	15 years 0 months
396.000 Communication Equipment	15 years 0 months
397.000 Misc Equipment	50 years 0 months

PUBLIC VERSION

EXHIBIT 23

Cost Estimate

EXHIBIT 24

HVUD
HARPETH VALLEY
UTILITIES DISTRICT

February 16, 2023

Aaron Silas
Director, Regulatory Operations
Central States Water Resources, Inc.
1630 Des Peres Road
Des Peres, Missouri 63131

RE: Water and Wastewater Service
Williamson County Map 13 Parcel 9
2600 Hillsboro Road
Franklin, Tennessee 37069

Mr. Silas:

Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee (HVUD) does not provide nor has any desire to provide water or wastewater service to the property at 2600 Hillsboro Road, also known as the Nash Ridge Subdivision associated with Serenity Trust.

If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Jay Tant
Assistant General Manager

Cc: David Walker- HVUD (e-mail)

CERTIFICATE OF SERVICE

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

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

Karen H. Stachowski, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
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Nashville, TN 37202-0207
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This the 22nd day of May 2023.

Katherine Barnes