

BUTLER | SNOW

September 21, 2023

Electronically Filed in TPUC Docket Room
on September 21, 2023 at 4:19 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: *Joint Application of Limestone Water Utility Operating Company, LLC, and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., for Approval of the Acquisition of and to Operate the Wastewater System of Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00037*

Dear Chairman Hilliard:

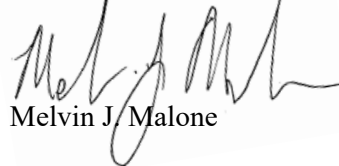
Attached for filing please find *Limestone Water Utility Operating Company, LLC's Responses to First Discovery Requests of the Consumer Advocate* in the above-captioned docket.

Please note that Attachment DR 1-3 and Attachment DR 1-22 to the Responses are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Attachment DR 1-3 and Attachment DR 1-22 are attached.

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

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

Attachment

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Chuck B. Welch, Jr., Farris Bobango PLC
Vance L. Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division
Shilina B. Brown, Consumer Advocate Division

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BUTLER SNOW LLP

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

IN RE:)	
)	
JOINT APPLICATION OF LIMESTONE)	
WATER UTILITY OPERATING)	
COMPANY, LLC, AND INTEGRATED)	
RESOURCE MANAGEMENT, INC.)	
D/B/A IRM UTILITY, INC., FOR)	
APPROVAL OF THE ACQUISITION OF)	DOCKET NO. 23-00037
AND TO OPERATE THE)	
WASTEWATER SYSTEM OF)	
INTEGRATED RESOURCE)	
MANAGEMENT, INC. D/B/A IRM)	
UTILITY, INC., AND TO TRANSFER OR)	
ISSUE A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	

**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC’S RESPONSES
TO FIRST DISCOVERY REQUESTS OF THE CONSUMER ADVOCATE**

Limestone Water Utility Operating Company, LLC (“Limestone”), by and through counsel, hereby submits its Responses to the First Discovery Requests propounded by the Consumer Advocate Division of the Attorney General’s Office (“Consumer Advocate”).

GENERAL OBJECTIONS

1. Limestone objects to all requests that seek information protected by the attorney-client privilege, the work-product doctrine and/or any other applicable privilege or restriction on disclosure.

2. Limestone objects to the definitions and instructions accompanying the requests to the extent the definitions and instructions contradict, are inconsistent with, or impose any obligations beyond those required by applicable provisions of the Tennessee Rules of Civil

Procedure or the rules, regulations, or orders of the Tennessee Public Utility Commission (“TPUC” or “Authority”).

3. The specific responses set forth below are based on information now available to Limestone, and Limestone reserves the right at any time to revise, correct, add to or clarify the objections or responses and supplement the information produced.

4. Limestone objects to each request to the extent that it is unreasonably cumulative or duplicative, speculative, unduly burdensome, irrelevant or seeks information obtainable from some other source that is more convenient, less burdensome or less expensive.

5. Limestone objects to each request to the extent it seeks information outside Limestone’s custody or control.

6. Limestone’s decision, now or in the future, to provide information or documents notwithstanding the objectionable nature of any of the definitions or instructions, or the requests themselves, should not be construed as: (a) a stipulation that the material is relevant or admissible, (b) a waiver of Limestone’s General Objections or the objections asserted in response to specific discovery requests, or (c) an agreement that requests for similar information will be treated in a similar manner.

7. Limestone objects to those requests that seek the identification of “any” or “all” documents or witnesses (or similar language) related to a particular subject matter on the grounds that they are overbroad and unduly burdensome and exceed the scope of permissible discovery.

8. Limestone objects to those requests that constitute a “fishing expedition,” seeking information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence and is not limited to this matter.

9. Limestone does not waive any previously submitted objections to the Consumer Advocate's discovery requests.

RESPONSES TO FIRST SET OF DISCOVERY REQUESTS

1-1. Refer to the Petition, Exhibit 7, Sales Agreement, p. 3, ¶ 4. Explain how the purchase price of \$21,000 for the Riverstone Estates system was negotiated and determined. Include within the response all analytical support/workpapers for the purchase price.

RESPONSE: When evaluating a system for possible acquisition, Central States Water Resources routinely consults publicly available documents (such as information available from health and environmental regulators) and conducts site visits to gauge for itself the plant configuration and the condition of equipment. However, a final purchase price is determined based on arms-length negotiations between the parties, with Central States Water Resources' objective being to pay the least amount a utility/seller will accept.

1-2. Refer to the Petition, Exhibit 7, Sales Agreement, p. 3, ¶ 6.D. Provide an estimate of the surveyor and easement expenses. Additionally, state whether Limestone intends to attempt to recover these expenses from ratepayers at a later date.

RESPONSE: Limestone estimates \$37,700 for surveyor and easement expenses. Limestone intends to attempt to seek recovery of these expenses in a future rate case.

1-3. Refer to the Petition, Exhibit 7, Sales Agreement, p. 8, ¶ 26. With both Butler Snow and Farris Bobango representing parties in this matter, will costs be billed separately for each party? Provide a statement detailing how costs are recorded for each party and costs

incurred to date for each party. This is an ongoing request and should be seasonably updated.

RESPONSE: The Company assumes that the ongoing nature of this request is through closing. If the ongoing nature of this request is intended otherwise by the Consumer Advocate, Limestone objects to this request to the extent it seeks attorneys' fees for a period beyond the approval and closing of the acquisition, as such an open-ended request would be unduly burdensome, overly broadly and irrelevant. Subject to and without waiving the foregoing objection, Limestone responds as follows: The Butler Snow and Farris Bobango charges will be billed separately because one firm (Butler Snow) represents Limestone while the other firm (Farris Bobango) represents the seller. Attorney costs are recorded to NARUC account 183.002 (PSI - Legal) prior to closing of the acquisition. Please see CONFIDENTIAL attachment labeled "DR 1-3 IRM Legal Fees."

- 1-4.** Explain the extent to which Limestone (including all affiliates) reviewed the accounting practices and records of IRM as part of the due diligence performed before entering into the purchase agreement and explain whether Limestone agrees with such historic accounting practices.

RESPONSE: The Company requests accounting records from the selling utility prior to closing. It is the Company's current understanding that records are not being kept by any specific principles.

- 1-5.** Does Limestone contend that IRM’s historic accounting practices and records provide sufficient information from which a reasoned determination can be made as to the prudence of acquiring the system?

RESPONSE: Yes. Please see Company's response to DR 1-1 for the process of evaluating a system for possible acquisition.

- 1-6.** In its due diligence has CSWR identified any accounting errors or deficiencies of IRM? If so, identify and provide a full description of such deficiencies.

RESPONSE: No, however Limestone will continue to assess the accuracy of IRM's accounting records.

- 1-7.** Confirm that Limestone intends to maintain separate accounting records for the Riverstone Estates system such that the assets, liabilities, revenues, and expenses incurred in operating the system will be separately identifiable from the financial results of other Limestone operating systems.

RESPONSE: Confirmed.

- 1-8.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No.1, § 4, First Revised Page 2 (Residential); IRM Tariff, TRA Tariff No.1, § 6, Original Page 1 (Commercial without food); IRM Tariff, TRA Tariff No.1, § 6, Original Page 1.2 (Campground); IRM Tariff, TRA Tariff No.1, § 6, First Revised Page 2.1 (Commercial with food); and Exhibit 31, Limestone’s Proposed Tariff. Limestone’s Proposed Tariff does not contain a line for a “financial security surcharge” of \$2.87 for residential and commercial customers. Confirm

Limestone's intention collecting the Financial Security surcharge, as laid out in IRM's tariff, after closing? If not, provide an explanation.

RESPONSE: Limestone proposes not including a Financial Security surcharge after closing as it does not propose to acquire any financial security held by IRM to which the surcharge relates.

- 1-9.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No.1, § 4, Section Revised Page 1, and Exhibit 31, Limestone's Proposed Tariff. Limestone's Proposed Tariff does not contain a line for an escrow account charge, but it does have a line for "Monthly Capital Recovery Surcharge," which is identified as "N/A" for Riverstone Estates for residential customers. IRM's Tariff states that "\$10.13 of the residential rate will be placed in the Company's escrow account." Confirm Limestone's intent on continuing with placing \$10.13 of the residential rate into a separate escrow account, as laid out in IRM's tariff, after closing? If not, provide an explanation.

RESPONSE: While the Company will transfer the escrow account balances at closing, the Company does not believe it needs to charge any surcharge/fees to raise capital required to reinvest in the system. As such, the Company would like to eliminate the surcharge, thereby lowering the residential rate by \$10.13 per month. This would result in a residential rate of \$47.98 per month.

- 1-10.** Refer to the Petition, CONFIDENTIAL Exhibit 22, IRM Customers by Class. Is Limestone aware of any commercial customers for the IRM wastewater system at issue? If yes,

identify the commercial customer(s) and identify the type of commercial customer (e.g., without food service; campgrounds; or with food service).

RESPONSE: Upon reviewing the customer list received from the Selling utility, Limestone is not aware of any customers that would be classified as commercial.

- 1-11.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No.1, § 6, Second Revised Page 1, and Exhibit 31, Limestone’s Proposed Tariff. Limestone’s Proposed Tariff does not contain a line for an escrow account fee. IRM’s Tariff does contain an escrow charge for the Commercial Rate (without food service) which is set by “expected design flow.” Confirm Limestone’s intent on assessing the escrow charge for commercial rate (without food service) customers, as laid out in IRM’s tariff, after closing? If not, provide an explanation.

RESPONSE: While the Company will transfer the escrow account balances at closing, the Company does not believe that after closing it needs to escrow additional amounts to provide capital necessary to reinvest in the system. As such, the Company proposes to exclude the escrow charge for the commercial rate upon closing.

- 1-12.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No.1, § 6, Original Page 1.2, and Exhibit 31, Limestone’s Proposed Tariff. Limestone’s Proposed Tariff does not contain a line for an escrow account charge. IRM’s Tariff does contain an escrow charge for the Commercial Rate (campgrounds) which that “\$199.64 of the commercial campground rate will be placed in the Company’s escrow account.” Confirm Limestone’s intent on

continuing with placing \$199,64 of the commercial campgrounds rate into a separate escrow account, as laid out in IRM's tariff, after closing? If not, provide an explanation.

RESPONSE: While the Company will transfer the escrow account balances at closing, the Company does not believe that after closing it needs to escrow additional amounts to provide capital necessary to reinvest in the system. As such, the Company proposes to exclude the escrow charge for the commercial rate upon closing.

- 1-13.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No.1, § 6, Second Revised Page 2, and Exhibit 31, Limestone's Proposed Tariff. Limestones' Proposed Tariff does not contain a line for an escrow account charge. IRM's Tariff does contain an escrow charge for the Commercial Rate (with food service) which is set by "expected design flow." Confirm Limestone's intent on assessing the escrow charge for commercial rate (with food service) customers, as laid out in IRM's tariff, after closing? If not, provide an explanation.

RESPONSE: While the Company will transfer the escrow account balances at closing, the Company does not believe that after closing it needs to escrow additional amounts to provide capital necessary to reinvest in the system. As such, the Company proposes to exclude the escrow charge for the commercial rate upon closing.

- 1-14.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No.1, § 4, First Revised Page 2 (Residential); IRM Tariff, TRA Tariff No.1, § 6, Original Page 1 (Commercial without food); IRM Tariff, TRA Tariff No.1, § 6, Original Page 1.2 (Campground); IRM Tariff, TRA Tariff No.1, § 6, First Revised Page 2.1 (Commercial with food); and Exhibit 31, Limestone's Proposed Tariff. Limestone's Proposed Tariff does not contain a line for an

excess water surcharge for both its residential and commercial customers. Confirm Limestone's intent on collecting the "excess water usage surcharge", as laid out in IRM's tariff, after closing? If not, provide an explanation.

RESPONSE: Limestone Water does not plan on collecting any excess water usage surcharges upon closing.

- 1-15.** Refer to the Petition, Exhibit 21, IRM Tariff, TRA Tariff No. 1, § 1, Original Pages 6-7 (Definitions); IRM Tariff, TRA Tariff No.1, § 2, Original Pages 1-7 (Rules and Regulations); IRM Tariff, TRA Tariff No.1, Attachment No. 1 (Sewer Subscription Agreement); IRM Tariff, TRA Tariff No.1, Attachment No. 2 (List of Required Practices); and Exhibit 31, Limestone's Proposed Tariff. Limestone's Proposed Tariff sets out rates, fees, and charges for its residential and commercial customers; however, it does not contain non-monetary tariff terms and conditions such as definitions, rules and regulations; sewer subscription agreements or list of required practices. Confirm Limestone's intent on following these non-monetary terms and conditions as laid out in IRM's tariff, after closing? If not, please provide a list of the non-monetary terms and conditions that will be different from the IRM tariff after closing.

RESPONSE: Limestone intends to adopt the IRM tariff (Exhibit 21) and intends to follow the non-monetary terms and conditions.

- 1-16.** Refer to the Petition, Exhibit 9, Direct Testimony of Josiah Cox at 12:12 – 18:2 and Exhibit 24, Anticipated Capital Budget. Provide an estimate of Riverstone Estates anticipated capital expenditures by project, by year for the period 2024–2026.

RESPONSE: All items on the capital estimate are expected to be completed in 2024, except for the V-notch weir structure and ultrasonic flow metering which is expected to be completed in 2025.

- 1-17.** Refer to the Petition, Exhibit 9, Direct Testimony of Josiah Cox at 15:12 – 16:11. Mr. Cox used the term “novel” when describing the operation of the intermittent discharging point source system. Does Limestone (or its affiliate) operate any other systems with a similar National Pollutant Discharge Elimination Permit with an intermittent discharge point source. If yes, provide the permit number for the system; the system name; and the state in which the system is located.

RESPONSE: The statement that this was a novel situation was a reference to the permitting of the system and how that related to the history of noncompliance. The facility is operated on a NPDES permit with Clean Water Act/NPDES limits governing the intermittent discharge through the emergency discharge at the facility; however, the permit also includes limits governing the primary “non-discharging” system which are more typically handled under SOP permits. The existing ownership has in practice not reported discharges through the NPDES system, presumably because no discharges occurred; however, they have also failed to complete the required reporting for the non-discharging portion of the system. This may be because this reporting is not part of the discharge limits and they did not recognize that other reporting is also required by the permit. Limestone currently operates facilities regulated by both NPDES and SOP permits in the state and have great familiarity with the operating and reporting requirements for both discharging and non-discharging systems (both of which apply to the IRM Riverstone system). While

Limestone does not own another facility in Tennessee which operates primarily as a non-discharging facility that also possesses an emergency discharge, Limestone's affiliate in Missouri (Confluence Rivers) does operate a similar lagoon facility called Port Perry regulated under NPDES permit number MO0116998. This facility is also a lagoon treatment system that primarily discharges to a non-discharge drain-field but possesses an emergency discharge regulated by the NPDES system.

1-18. Refer to the Petition, Exhibit 9, Direct Testimony of Josiah Cox at 13:12-22. Specifically, refer to his discussion of the use of third-party contractors to provide Operating and Maintenance services on behalf of Limestone and provide the following:

- (a) Identify the entity(ies) providing third-party Operating and Maintenance (O&M) services to Limestone's existing systems;
- (b) Provide the annualized cost of such services based upon the current contract in effect; and
- (c) Provide the estimated annual incremental O&M cost accruing to Limestone as a result of this acquisition.

RESPONSE:

- (a) Clearwater Solutions is the only O&M firm currently operating Limestone's systems in Tennessee.
- (b) The annualized cost of such services based upon the current contract in effect is \$462,600.
- (c) The estimated annual incremental O&M cost accruing to Limestone as a result of this acquisition, based on the 2023 budget is \$219,999.96.

1-19. Provide an analysis estimating the incremental impact to CSWR overhead costs allocated to Limestone as a result of this acquisition.

RESPONSE: CSWR updates allocation factors quarterly and they are dependent on operating cost, plant in service, and connection counts at that time in all of the jurisdictions.

1-20. Identify Limestone's annualized cost of third-party billing and customer service functions based upon the existing contract in effect.

RESPONSE: The 12-month annualized third party billing expense is \$85,232.

1-21. Refer to Petition, Exhibit 9, Direct Testimony of Josiah Cox at 3:5-17 and 7:5-15. Mr. Cox states that CSWR affiliates currently own and operate "approximately 800 water or wastewater systems in Missouri, Kentucky, Louisiana, Tennessee, Mississippi, North Carolina, South Carolina, Florida, Arizona and Arkansas." Additionally, Mr. Cox states that the CSWR affiliates have "additional applications pending in Missouri, Texas, Kentucky, Louisiana, North Carolina, Arizona, Mississippi, Florida, and California. Provide the number of customers CSWR affiliates seek to acquire in each state regulatory docket that is currently pending as of September 1, 2023. Provide this information by state and docket/case number.

RESPONSE: Please reference attachment entitled "DR 1-21 Docket by State" for each state regulatory docket that is currently pending as of September 1, 2023. Please reference attachment entitled "DR 1-21 Table_Customer Count" for the number of customers in each state.

1-22. Refer to the Petition, Exhibit 25, Regulatory Transactions and Closing Costs. Provide the detailed makeup of the projected “legal regulatory cost” of \$3,422.50?

RESPONSE: See DR 1-22 Legal Reg Cost Support for the details.

1-23. Refer to Petition, Exhibit 9, Direct Testimony of Josiah Cox at 8:19-23. Mr. Cox explains that CSWR’s in-house workforce are experienced with small, distressed systems. Also, CSWR “routinely supplement those in-house with qualified, third-party contractors with whom [CSWR personnel] work on a regular basis. Having sufficient personnel to operate the System we propose to acquire will not be a problem for Limestone or CSWR.” However, the Tennessee Department of Environment and Conservation (“TDEC”) issued a Notice of Violation (“NOV”) regarding the Hideaway Wastewater Treatment Facility which is owned and operated by Limestone. During TDEC’s Compliance Evaluation, TDEC identified multiple concerns including, but not limited to, the following:

- The identified certified operator in TDEC’s records was not the certified operator working the system at the time of its visit.
- Failure to follow the permit requirements for monthly monitoring.
- Serious concerns regarding the maintenance, availability, and veracity of records at this Limestone facility.
- The construction of the system does not match TDEC’s records.
- The failure of the site inspections to meeting permit requirements.

Copies of TDEC’s NOV and Limestone/CSWR’s response are attached as Exhibit CAD 1-

23. This NOV raises concerns regarding the use and supervision of third-party contractors.

Provide a response to the following:

- (a) How many certified operators has Limestone/CSWR hired for the systems it owns and operates in Tennessee.

- (b) Provide the information by the name of the certified operator and the systems for which the certified operator has responsibilities.
- (c) Who, in the CSWR organizational structure, has responsibility for the supervision of the certified operators in Limestone's systems? How many certified operators does this CSWR staff member supervise?
- (d) What other Limestone systems did the certified operator that "was let go in January" operate in Tennessee? *See Exhibit 1-23 for Email from Dana Douglas on June 29, 2023.* Has Limestone conducted an inspection of those systems to determine if the systems were having the same type issues as the Hideaway system? If so, what steps has Limestone taken to address issues at those facilities?

RESPONSE: Our O&M firm, Clearwater Solutions (CWS), has more than one operator rotating around the facilities to assist with day-to-day activities. After discovering that the lead operator was manipulating the sampling frequency under the NPDES permit requirements, he was relieved of duty. In addition, CWS added steps into their protocol within their compliance group to prevent this from happening again. All discrepancies in the construction of the system (these were approved by TDEC in 2017 before Limestone UOC acquired the system), site-specific operations management plan, Quality Analysis manual, SOPs (laboratory and process control), and site inspection form were emailed to TDEC (specifically Christina Wingett) on 8.7.23 and 8.29.23, stipulated in the NOV received on 7.10.23.

- (a) Number of certified operators hired by Limestone/CSWR is 3. Please see reference attachment entitled "DR 1-23_TN Operator Certification-Site Loc Info".
- (b) Please see reference attachment entitled "DR 1-23_TN Operator Certification-Site Loc Info".
- (c) CSWR does not have immediate oversight of the operators; that is the responsibility of the CWS Regional Manager. However, the CSWR Regional Manager does have

oversight of the CWS Manager to ensure the systems are being operated and maintained in accordance with industry standards.

- (d) The lead operator did rotate and assist with operations at Arrington Retreat and Chapel Woods; however, this was not in a supervisory role. CWS did conduct an assessment to ensure the other systems that the lead operator worked at were not compromised, and as mentioned above, CWS has put in place measures to prevent these types of issues from reoccurring.

PUBLIC VERSION
ATTACHMENT DR 1-3

ATTACHMENT DR 1-21

State	Customer Count
AZ	895
CA	391
FL	2730
KY	56
LA	109
MO	2277
MS	12288
NC	5635
SC	504
TN	116
TX	1990
Grand Total	26991

UOC	State	Docket / Case No.
Cactus Water	AZ	WS-21155A-22-0052
Cactus Water	AZ	WS-21155A-22-0319
Cactus Water	AZ	WS-21155A-22-0324
Cactus Water	AZ	WS-21155A-22-0309
Cactus Water	AZ	WS-21155A-22-0314
Cactus Water	AZ	WS-21155A-22-0327
Cactus Water	AZ	WS-21155A-23-0227
CSWR-CA	CA	A.23-01-010
CSWR Florida	FL	20220061
CSWR Florida	FL	20220062
CSWR Florida	FL	20230033-SU
CSWR Florida	FL	20220063
CSWR Florida	FL	20220064
Bluegrass Water	KY	2023-00181
Bluegrass Water	KY	2023-00218
Bluegrass Water	KY	2023-00181
Bluegrass Water	KY	2023-00181
Magnolia Water	LA	S-36806
Magnolia Water	LA	S-36683
Confluence Rivers	MO	WA-2021-0425
Confluence Rivers	MO	SA-2023-0215
Confluence Rivers	MO	WA-2023-0450
Confluence Rivers	MO	WA-2023-0450
Confluence Rivers	MO	WA-2023-0450
Confluence Rivers	MO	WA-2023-0398
Confluence Rivers	MO	SA-2023-0437
Confluence Rivers	MO	WA-2024-0048
Great River Water	MS	2023-UA-36
Great River Water	MS	2023-UA-36
Great River Water	MS	2023-UA-36 / 2023-UA-35
Great River Water	MS	2023-UA-77
Great River Water	MS	2023-UA-78
Great River Water	MS	2023-UA-77
Great River Water	MS	2023-UA-78
Great River Water	MS	2022-UA-37
Red Bird Water	NC	W-1328 Sub 2
Red Bird Water	NC	W-1328 Sub 12
Red Bird Water	NC	W-1328 Sub 8
Red Bird Water	NC	W-1328 Sub 9
Red Bird Water	NC	W-1328 Sub 0
Red Bird Water	NC	W-1328 Sub 3
Red Bird Water	NC	W-1328 Sub 13
Red Bird Water	NC	W-1328 Sub 6
Red Bird Water	NC	W-1328 Sub 11
Red Bird Water	NC	W-1328 Sub 14
Red Bird Water	NC	W-1328 Sub 10

Red Bird Water	NC	W-1328, Sub 15
CSWR-SC	SC	2023-211-WS
Limestone Water	TN	23-00016
Limestone Water	TN	23-00037
Limestone Water	TN	23-00070
CSWR Texas	TX	53259, 53429, 53430
CSWR Texas	TX	53915
CSWR Texas	TX	54292
CSWR Texas	TX	54393
CSWR Texas	TX	54489
CSWR Texas	TX	54543
CSWR Texas	TX	54752
CSWR Texas	TX	54809
CSWR Texas	TX	54899
CSWR Texas	TX	55056
CSWR Texas	TX	55194
CSWR Texas	TX	55359
CSWR Texas	TX	55414

PUBLIC VERSION
ATTACHMENT DR 1-22

ATTACHMENT DR 1-23

Operator
Lannie Hutton
James Kirk
Dana Douglas

OIT (Operator In Training)

License No.
3469
4978
3102

Facilities Operated
Aqua WWTP Shiloh Falls WWTP
Aqua Water Candlewood Lakes Water
Chapel Woods WWTP Hardeman Springs WWTP Arrington Retreat WWTP Hideaway WWTP Grasslands WWTP

Grade License Held
Collection I BNS
WT II Distribution I
WWT IV WT IV Distribution II Collection II

Anthony Holly
Joshua Hester
Mark Rodgers
Jerry (Jr) Prater Emily Bull
Robert Schaff
William Perrine

Aqua Water Aqua WWTP
Aqua Water Aqua WWTP
Shiloh Falls
Chapel Woods WWTP Hideaway WWTP Hardeman Springs WWTP Arrington Retreat WWTP Grasslands WWTP
Grasslands WWTP
Candlewood Lakes Water

CERTIFICATE OF SERVICE

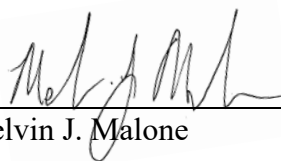
I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

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This the 21st day of September 2023.



Melvin J. Malone