

# Pine Mountain POA (Wastewater)

## Facility Information:

Wastewater System: NPDES# NC0036935

Connelly Springs, Burke County, NC

~35 Service connections

Assets: Extended Aeration Plant, Polish Pond, Influent Pump Station, Manual Bar Screen, Equalization Tank with Airlift Geyser Pump, Flow Control Box, Aeration Basin, Dual Hopper Clarifiers, Aerobic Digester, Tablet Chlorinator, Chlorine Contact Tank, Concrete Junction Box, Polish Pond & Collection System

## Compliance History:

The Pine Mountain Lakes WWTP system has had civil penalty actions, all in 2020. These cases stem from limits violations that occurred in late 2019 for Coliform, BOD and TSS. The total assessed amount for these three cases is \$3,009.35 (\$2,600 in penalties). The permittee has also had eight NOVs and one NOD over the permit term for limit and frequency violations for TSS, Flow, TN, BOD and Fecal Coliform. Half of these violations have been in 2019 and 2020 indicating that the operational issues that the regional office has highlighted should be closely watched.

## Description of need:

Pine Mountain Lake wastewater treatment plant system is a wastewater system serving 35 service connection in Ashe County, NC. The tankage is in generally poor condition, however much of the aeration equipment is in poor condition. Corrosion and signs of deterioration are present around the plant. The tanks will require inspection and repairs to ensure structural stability and all yard piping is in need of replacement. Backup generator needs to be inspected since it appears to be non-operational. Security fence has completely collapsed and excessive vegetation have grown along remaining fence line. All equipment and tanks are in poor condition and will require evaluation and repair.

## Proposed Improvements:

In order to ensure the longevity and performance of the Pine Mountain Wastewater Treatment Plant, Red Bird Water Utility Operating Company plans to make improvements to the system. In order to ensure that operations can effectively respond to abnormal operating conditions and ensure proper operations, the existing equipment must be evaluated and repaired. The aeration system will be inspected and repaired by addressing what needs to be replaced as needed. Fencing will need to be installed to secure the facility. The clarifier will be inspected and repaired as needed. Tablet chlorinator and Chlorine Contact Tank will be repaired, if necessary. Mission remote monitoring will be installed. These improvements will ensure the system can provide safe and reliable service to customers and will bring the facilities into a maintainable condition moving forward

Pine Mountain (Sewer)					
No.	Description	QTY	Unit	Unit Price	Cost
1	Replace Walkways & Stairs	1	LS	\$20,000	\$20,000
2	Install Static Screen	1	EA	\$60,000	\$60,000
3	Replace Suction Lift Pump Station & Enclosure	1	EA	\$100,000	\$100,000
4	Dechlorination Basin & Feed System	1	LS	\$50,000	\$50,000
5	New 12-inch Outfall Pipe	300	LF	\$150	\$45,000
7	Armor Banks of White Oak Creek & Unnamed Tributary	50	LF	\$1,200	\$60,000
8	Replace Existing Electrical Service & Distribution Equipment	1	EA	\$40,000	\$40,000
9	Replace Standby Generator	1	EA	\$50,000	\$50,000
10	Replace Surge-Protective Device	1	EA	\$7,500	\$7,500
11	Install SCADA System	1	LS	\$20,000	\$20,000
12	Install New Gravel Access Road	600	SF	\$15	\$9,000
13	Install New Security Fencing	1500	LF	\$30	\$45,000
14	Rehabilitate Package Plant Exterior Steel Surfaces	700	SF	\$15	\$10,500
15	Clean Concrete Measurement Flume	1	LS	\$5,000	\$5,000
<b>Total</b>					<b>\$522,000</b>

# Pine Mountain POA (Drinking Water)

## Facility Information:

Water System: PWS# NC0112133

Connelly Springs, Burke County, NC

~100 Service connections

Assets: Three groundwater well, one ground storage tank, well house building, Master water meter, Chemical feed controllers & system, SCADA system and Distribution System

## Description of need:

Pine Mountain POA Water System is a groundwater system located in Burke County and it provides water to Pine Mountain subdivision. There are two water treatment facilities, which houses the chemical disinfection systems. There are no records for inspections for the ground storage tank and hydropneumatics tank. The system was constructed 44 years ago, and no remote monitoring system in the wells on this site. Well rehabilitation are needed to verify the well operational status and performance. Pump Station buildings required interior and exterior repairs, due to structural interior concerns. Gauges, piping, and control panels show evidence of rust and surface corrosion. Due to the age of the system, the meter vault needs to be inspected in order to determine if any equipment is due for replacement.

## Proposed Improvements:

In order to ensure the longevity and performance of the Pine Mountain POA System, Red Bird Water Utility Operating Company plans to make improvements to the system. In order to ensure that operations can be effectively to abnormal operating conditions and ensure proper operations, the well will need to be inspected and rehabilitated. The ground storage tank will need to be inspected, cleaned, repainted and new valve will be added. The well treatment plants will need repairs and foundation will be inspected for structural integrity. Mission monitoring unit will need to be installed for remote monitoring. These improvements will ensure the system can provide safe and reliable service to customers and will bring the facilities into a maintainable condition moving forward.

<b>Pine Mountain (Water) 5-year Improvements Plan</b>					
<b>Water Production System</b>					
<b>No.</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
1	Install SCADA System	3	EA	\$10,000	\$30,000
2	Replace Existing Pump Controller with Reduced Voltage Solid State Starter & Associated Controls in PML Well No. 1, 7 and NR Well	3	EA	\$15,000	\$45,000
3	Replace Distribution Panelboards in Wellhouse No. 1 & 7	2	EA	\$15,000	\$30,000
4	Repairs to Wellhouse No. 7 Exterior	1	LS	\$5,000	\$5,000
5	Paint all Valves, Pipe Fittings & Pipes in Both Systems	1	LS	\$10,000	\$10,000
6	Replace NR Water Meter	1	LS	\$2,200	\$2,200
<b>Subtotal</b>					<b>\$122,200</b>

<b>Water Distribution System</b>					
<b>No.</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
1	Install SCADA System	6	EA	\$10,000	\$60,000
2	Replace Existing Pump Motor Controllers & Associated in All Pump Stations	5	EA	\$20,000	\$100,000
3	Install Security Fencing at all Wells, Pump Stations & Tanks	1500	LF	\$30	\$45,000
4	Paint all Valves, Pipe Fittings & Pipes of Both Systems	2	EA	\$10,000	\$20,000
5	Replace Distribution Panelboard of PML Pump Station No. 1 & 2	2	EA	\$15,000	\$30,000
6	Install New Roof on Pump Stations No. 1, 2 & 3	3	EA	\$5,500	\$16,500
7	Install New Vertical Multistage Centrifugal Pumps with New Piping in all Pump Stations	3	EA	\$25,000	\$75,000
8	Move Electrical Equipment of Pump Station No. 1 to Exterior of Building	1	LS	\$5,000	\$5,000
9	Install New 3,000-gal Storage Tank at Nutbush Site	1	LS	\$80,000	\$80,000
10	Add Overflow Pipe to 30,000-gal Tank off Holly Road	1	LS	\$5,000	\$5,000
11	Recoat Interior & Exterior of 30,000-gal Tank off Holly Road	1	LS	\$25,000	\$25,000
12	Repair Concrete Structure Supporting Motor in NR Pump Station No. 1	1	LS	\$250	\$250
13	Install Redundant Pump in NR Pump Stations	2	EA	\$10,000	\$20,000
14	Replace Surge Valve in NR Pump Station No. 1	1	EA	\$7,500	\$7,500
15	Install New Valves in NR Pump Station No. 1	2	EA	\$2,500	\$5,000
16	Install 120V / 240V, Single-Phase, 3 Wire Service at NR 30,000-gal Tank Site with Surge Protective Device	1	LS	\$20,000	\$20,000
17	Install Safety Cage Around Exterior Ladder of NR 30,000-gal Tank	1	LS	\$5,000	\$5,000
18	Repair Access Road to NR Pump Station & 10,000-gal Tank	5000	SF	\$10	\$50,000
19	Recoat Interior & Exterior NR 30,000-gal Storage Tank	1	LS	\$25,000	\$25,000
20	Install Tank Level Sensor at NR 30,000-gal Tank	1	EA	\$7,500	\$7,500
21	Install Chlorine Booster Station at Each NR Pump Station	2	EA	\$15,000	\$30,000
<b>Subtotal</b>					<b>\$631,750</b>

<b>Pine Mountain (Water) 10-year Improvements Plan</b>					
<b>Water Production System</b>					
<b>No.</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Cost</b>
1	Replace Chemical Feed Pump Controls for PML Well No. 1 & NR Well	2	EA	\$10,000	\$20,000
2	Replace Electrical Distribution Equipment in NR Well	1	LS	\$20,000	\$20,000
<b>Subtotal</b>					<b>\$40,000</b>



Water Distribution System					
No.	Description	QTY	Unit	Unit Price	Cost
1	Recoat Interior & Exterior of 79,000-gal Tank off Holly Road	1	LS	\$60,000	\$60,000
2	Recoat Hydropneumatic Tank on Holly Road	1	LS	\$10,000	\$10,000
3	Replace Electrical Distribution Equipment in NR Pump Stations	2	EA	\$15,000	\$30,000
Subtotal					\$100,000

Pine Mountain (Water)		
No.	Description	Cost
1	Water Production System (5-year Plan)	\$122,200
2	Water Distribution System (5-year Plan)	\$631,750
3	Water Production System (10-year Plan)	\$40,000
4	Water Distribution System (10-year Plan)	\$100,000
Total		\$893,950

# CSWR, LLC and Subsidiaries

Consolidated Financial Statements

December 31, 2022 and 2021



**OFFICIAL COPY**

Feb 16 2024



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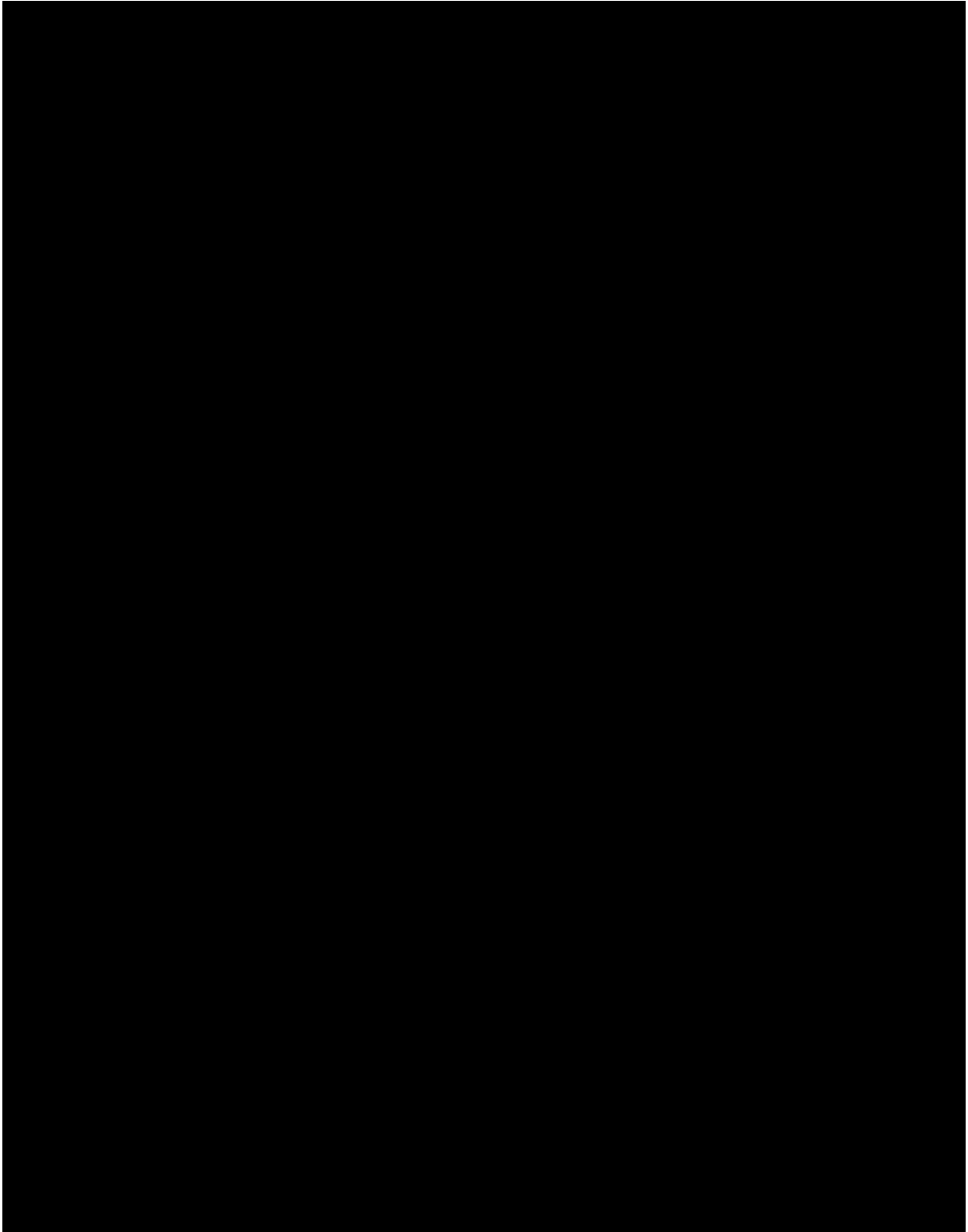
**CSWR, LLC and Subsidiaries**

As of December 31, 2022 and 2021

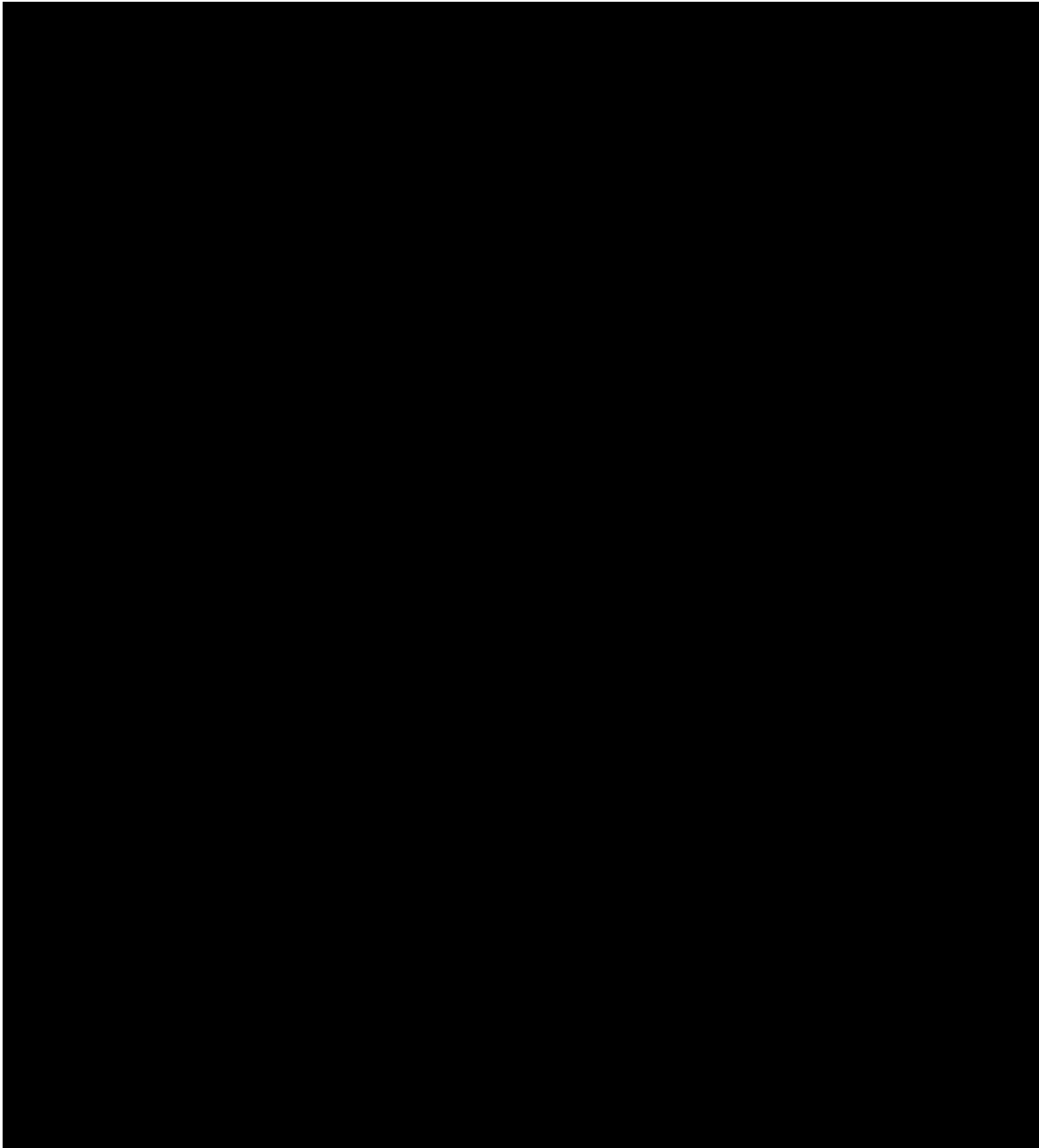
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**Consolidated Balance Sheets**

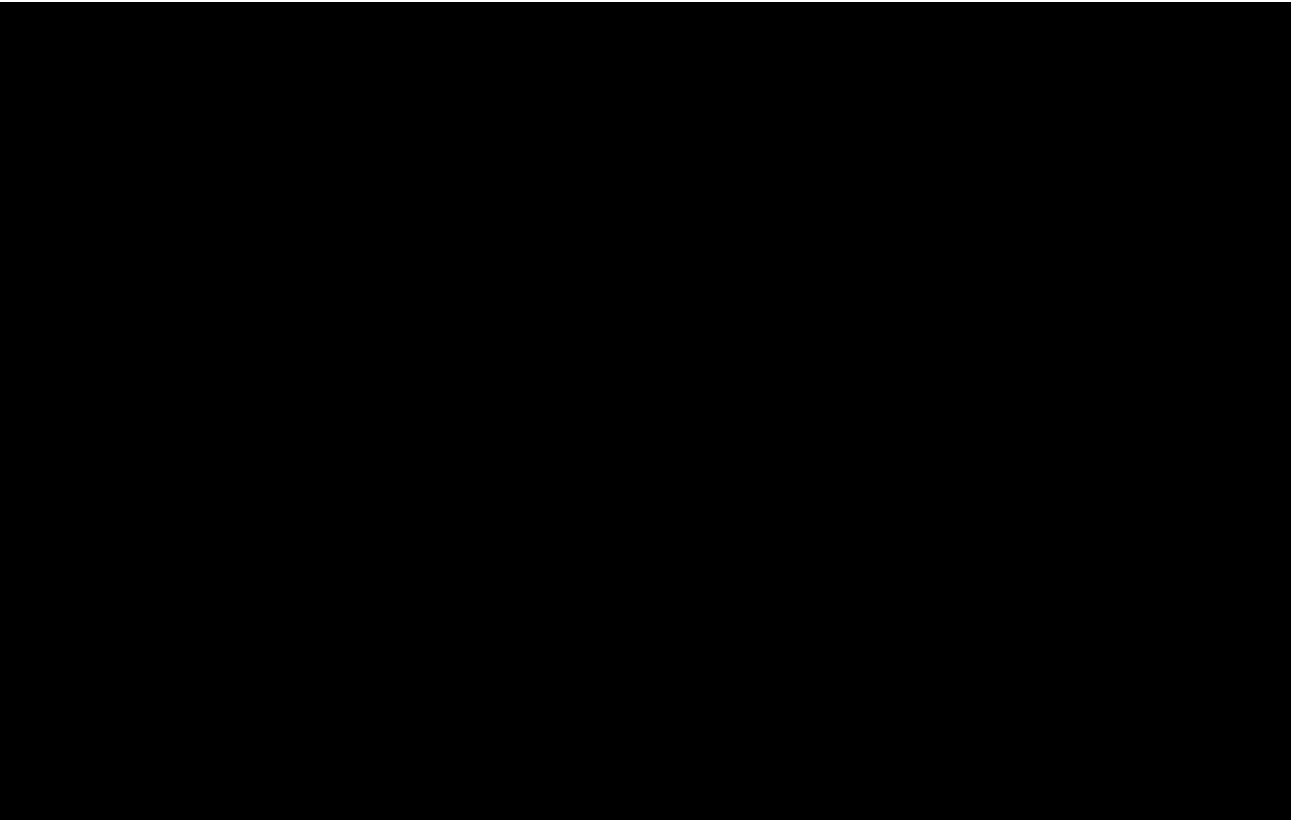
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See notes to consolidated financial statements

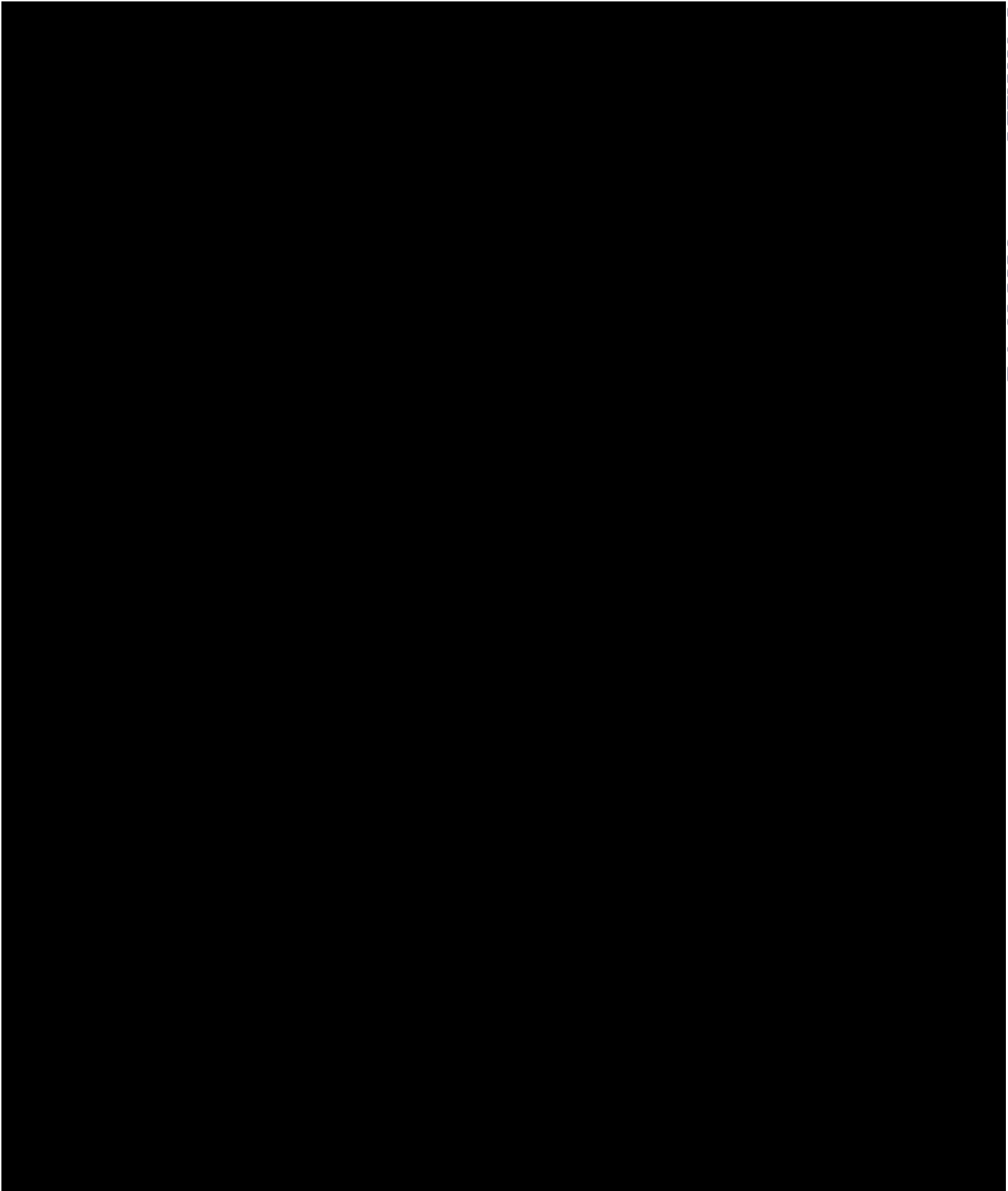


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	<u>2022</u>	<u>2021</u>
Utility Plant in Service - Sewer	\$ 218,526,772	\$ 126,176,892
Utility Plant in Service - Water	126,394,902	45,138,903
Furniture, Fixtures and Other	871,552	2,853,658
Less: Accumulated Depreciation	<u>(91,284,760)</u>	<u>(53,404,855)</u>
In Service Property, Plant and Equipment - Net	\$ 254,508,467	\$ 120,764,599
Construction Work in Progress	<u>95,324,679</u>	<u>43,209,703</u>
Property, Plant & Equipment Net	\$ 349,833,146	\$ 163,974,301

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**CSWR, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**

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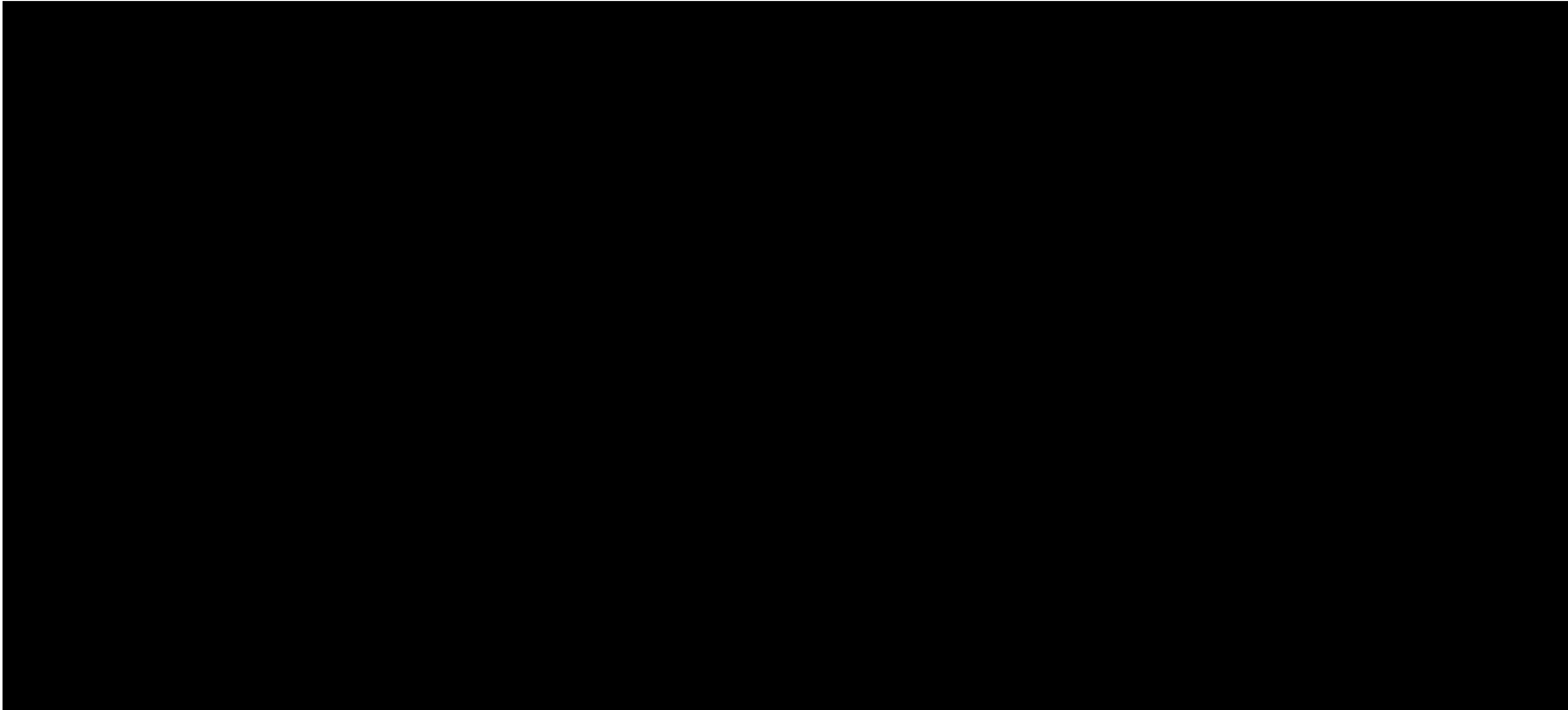
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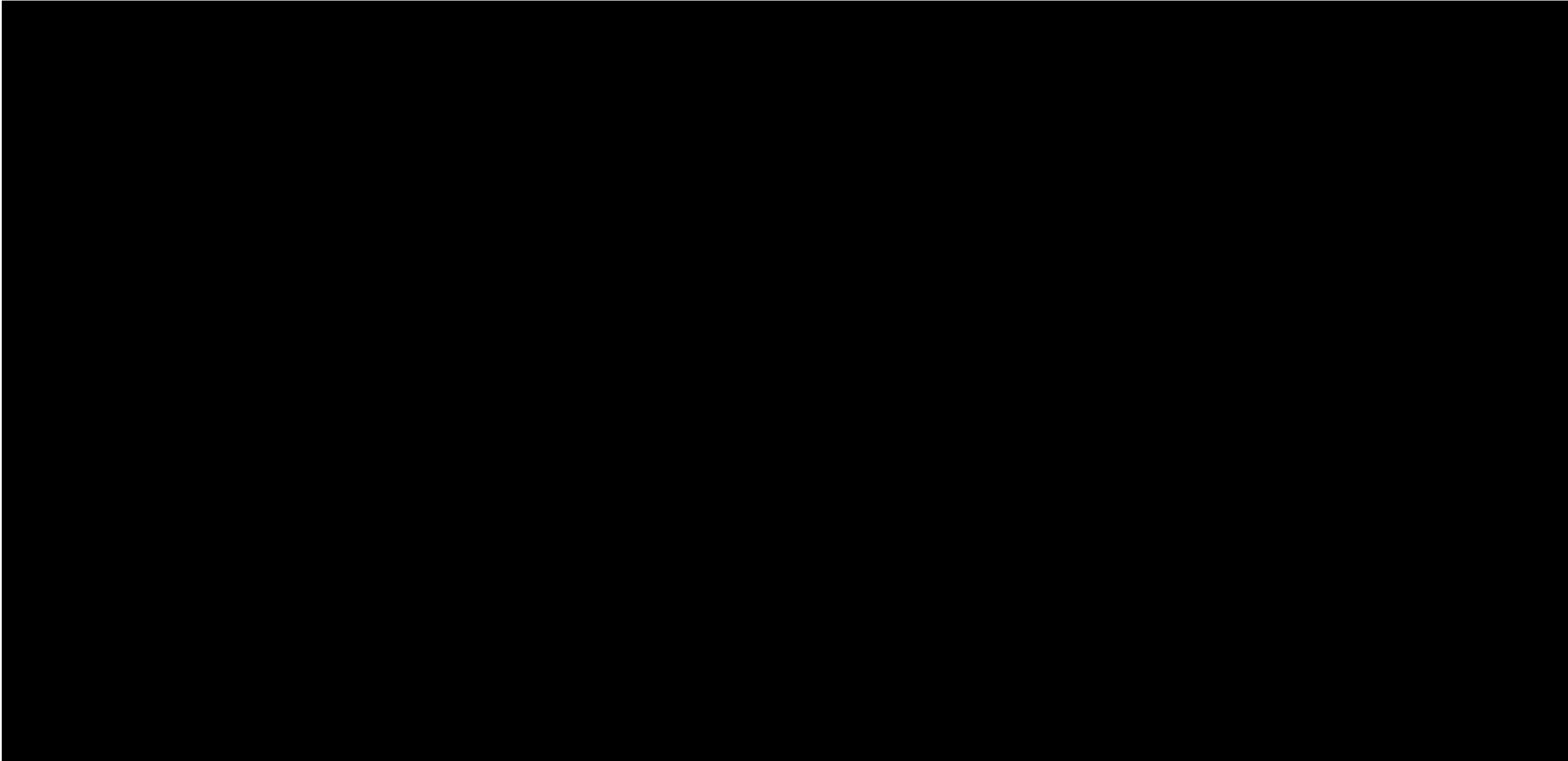
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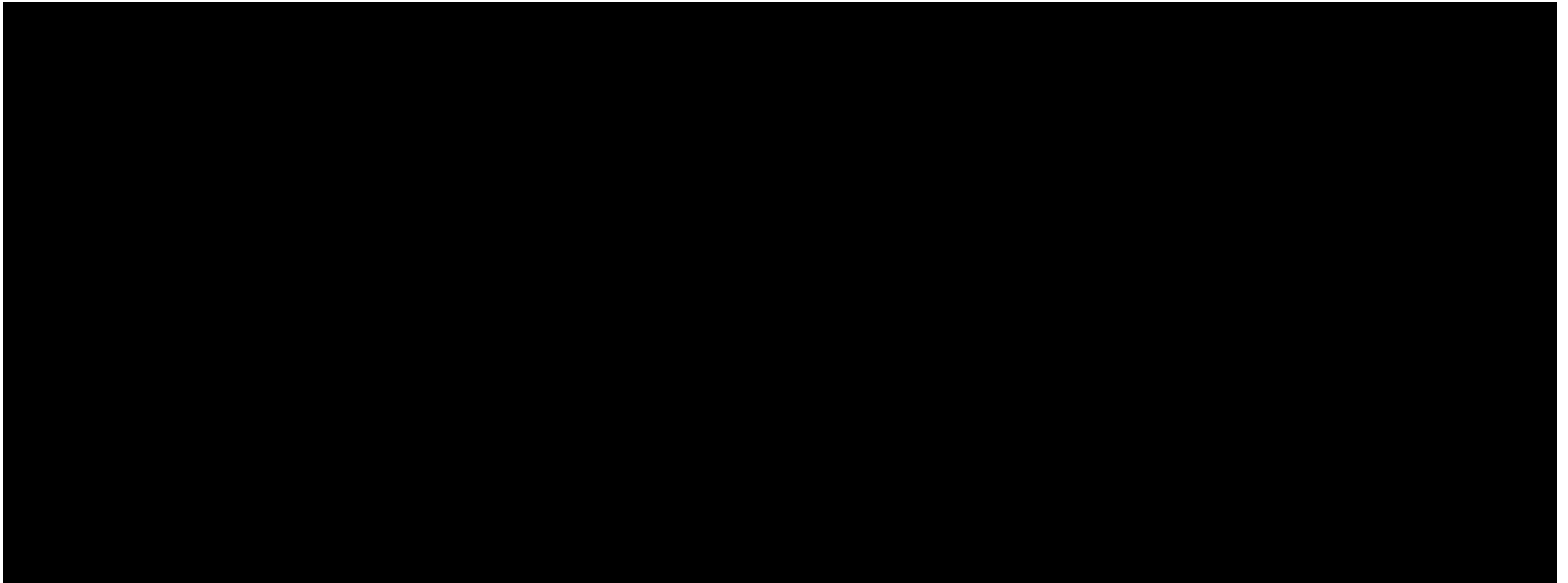
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**Operating Budget**

**Operating revenue**

Metered service revenue	\$
Flat rate service revenue	\$
EPA testing surcharge	\$
Re-connect fees	\$
Returned check charge	\$
Late payment charge	\$
Other operating revenue	\$
<b>Total operating revenue</b>	<b>\$</b>

**Operating expenses**

Total salaries and wages (employees only)	\$
Outside labor expenses (non-employees)	\$
Administrative and office expense	\$
Maintenance and repair expense	\$
Purchased water	\$
Purchased sewage treatment	\$
Electric power expense (exclude office)	\$
Chemicals expense	\$
Testing fees	\$
Transportation expense	\$
Other operating expense	\$
<b>Total operation and maintenance expenses</b>	<b>\$</b>
Annual depreciation expense	\$
Property taxes paid on utility property	\$
Payroll taxes	\$
Franchise (gross receipts) tax	\$
Annual NCUC regulatory fee	\$
<b>Total operating expenses</b>	<b>\$</b>

**Income Taxes**

State income taxes	\$
Federal income taxes	\$
Total income taxes	\$
Net operating income (loss)	\$
Interest expense	\$
<b>Net income (loss)</b>	<b>\$</b>

**STATEMENT OF CASH FLOWS**

<b>PRE-TAX OPERATING INCOME (LOSS)</b>		
Total Operating Revenue	\$	
Operation and Maintenance Expenses	\$	
Taxes Other than Income	\$	
<b>Pre-Tax Operating Income (Loss)</b>	<b>\$</b>	
<b>INCOME TAX CALCULATION</b>		
Pre-Tax Operating Income (Loss)	\$	
CIAC		
Tax Depreciation	\$	
Interest Expense	\$	
Taxable Income (Loss)	\$	
State Income Tax	\$	
Federal Income Tax	\$	
Total Income Taxes to be Paid	\$	
<b>Net Cash Provided by Operating Activities</b>	<b>\$</b>	
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Utility Plant	\$	
Cash Bonds Posted	\$	
CIAC		
Proceeds from Disposal of Utility Plant		
<b>Net Cash Used by Investing Activities</b>	<b>\$</b>	
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from Short Term Debt		
Principal Repayment of Short Term Debt		
Proceeds from Long Term Debt	\$	
Principal Repayment of Long Term Debt		
Interest Payment for Debt	\$	
Proceeds from Equity	\$	
Dividends Paid		
Funds Provided by Owner	\$	
<b>Net Cash Provided by Financing Activities</b>	<b>\$</b>	
<b>Net Increase (Decrease in Cash)</b>	<b>\$</b>	
<b>Cash Balance at Beginning of Year</b>	<b>\$</b>	
<b>Cash Balance at End of Year</b>	<b>\$</b>	

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## OPERATING AGREEMENT OF CSWR-NORTH CAROLINA, LLC

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 18<sup>th</sup> day of November, 2019 (the "Effective Date"), by **CSWR, LLC**, a Missouri limited liability company, as the sole Member of **CSWR-NORTH CAROLINA, LLC**, a North Carolina limited liability company (the "Company").

### RECITALS

WHEREAS, on November 18, 2019, the Company was organized a limited liability company under the laws of North Carolina pursuant to the North Carolina Limited Liability Company Act, Chapter 57D (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 "**CSWR-North Carolina, 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 North Carolina and the address of the Company's registered office in North Carolina 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 North Carolina 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 North Carolina or any other state, to enable the Company to do business in the State of North Carolina or any other state.

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

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

## **ARTICLE II. CAPITAL CONTRIBUTIONS**

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

## **ARTICLE III. DISTRIBUTIONS**

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

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

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

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

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

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

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

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

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

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

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



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

#### **ARTICLE IV. ALLOCATION OF NET PROFITS AND NET LOSSES**

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

#### **ARTICLE V. ACCOUNTING; RECORDS**

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

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

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

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

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

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



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

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

### 6.3. Manager.

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

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

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

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

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



#### 6.4. Indemnification

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

(b) If a claim under Section 6.4(a) is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense, including reasonable attorneys' fees and costs, of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the limited liability company law of North Carolina 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 North Carolina, 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 North Carolina 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.

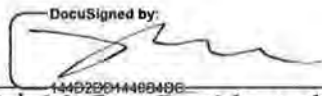
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 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.

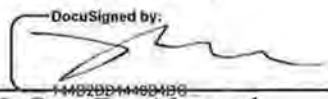
11.7. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

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

CSWR, LLC

By:   
14B2B31448B49C  
Josiah M. Cox, President of  
Central States Water Resources, Inc.,  
Manager

Agreed and Accepted by:

  
14B2B31448B49C  
Josiah M. Cox, President of  
Central States Water Resources, Inc.,  
Manager

**EXHIBIT A**  
**INITIAL CAPITAL CONTRIBUTIONS**

<u>Member's Name and Address</u>	<u>Member's Interest</u>	<u>Capital Contribution</u>
CSWR, LLC	100%.	Kept by Company Accountant

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Feb 16 2024



# NORTH CAROLINA

## Department of the Secretary of State

Docket No. W-1328, Sub 11  
Application Attachment J

OFFICIAL COPY

Feb 16 2024

**To all whom these presents shall come, Greetings:**

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF ORGANIZATION

OF

**CSWR-NORTH CAROLINA, LLC**

the original of which was filed in this office on the 18th day of November, 2019.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 18th day of November, 2019.

*Elaine F. Marshall*

**Secretary of State**

**C2019 319 00606**



The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

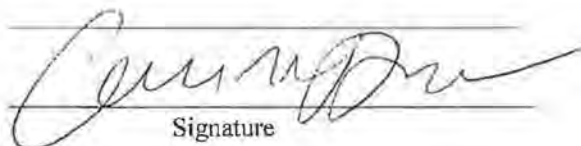
8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address

9. **(Optional):** Please provide a business e-mail address: \_\_\_\_\_  
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

This is the 15 day of November, 2019.

  
Signature

Caroline Doss, Organizer for CSWR-North Carolina, LLC  
Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

_____ Signature	_____ Signature
_____ Type and Print Name and Title	_____ Type and Print Name and Title

**NOTE:**

1. Filing fee is \$125. This document must be filed with the Secretary of State.

**EXHIBIT B**

Description of the Movable Property  
(tools, devices, equipment, furniture, fixtures, machinery, supplies, and other tangible items)

Water: 3 groundwater well & associated equipment / 1 ground storage tank & 1 hydropneumatic tank with associated equipment

Wastewater: Extended Aeration Wastewater Treatment Plant with polishing pond & associated equipment / collection system & associated equipment

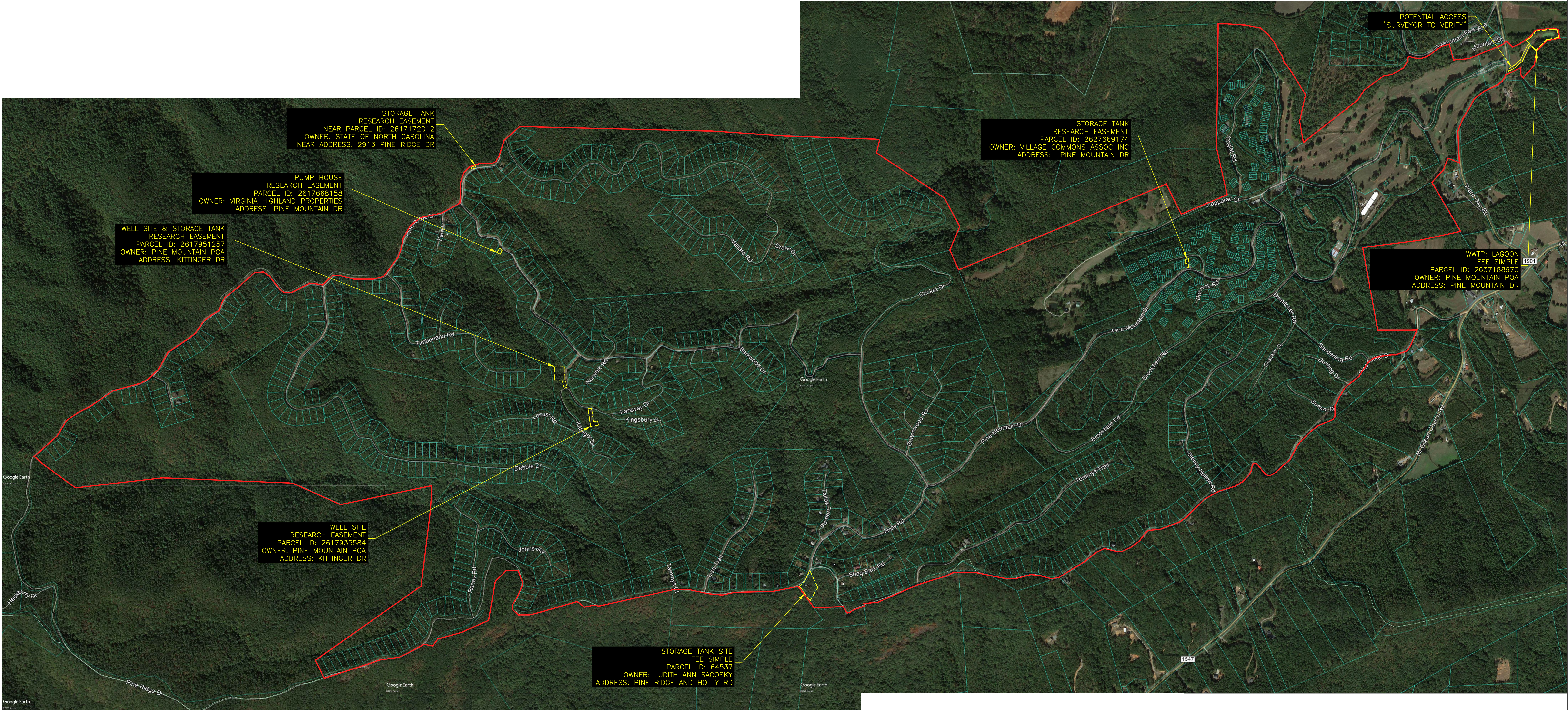
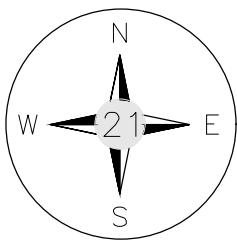
All personal property comprising the Sewer System and/or Water System that services the area set forth on Exhibit A, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the Water System, and all machinery, equipment, supplies and other tangible items used in connection with the Water System and including but not limited to the sewer lines, pipes, lagoons, pump stations, pumps, tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.

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Feb 16 2024



ROUGH SERVICE AREA MAP  
PINE MOUNTAIN  
(WATER & WASTEWATER)  
BURKE, NC



Utility Note Disclaimer:

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

DATE:	01/26/21
PROJECT NO:	0595-19
DRAWN BY:	B.J.K.
SCALE:	
SHEET NAME:	
SERVICE AREA MAP	

**21**  
**DESIGN**  
**GROUP INC.**

1351 Jefferson, Suite 301  
Washington, MO 63090

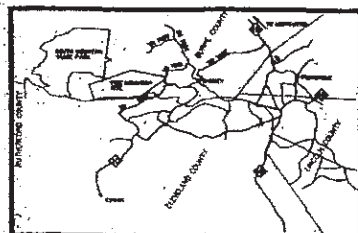
mail@21designgroup.net  
P: 636-432-5029



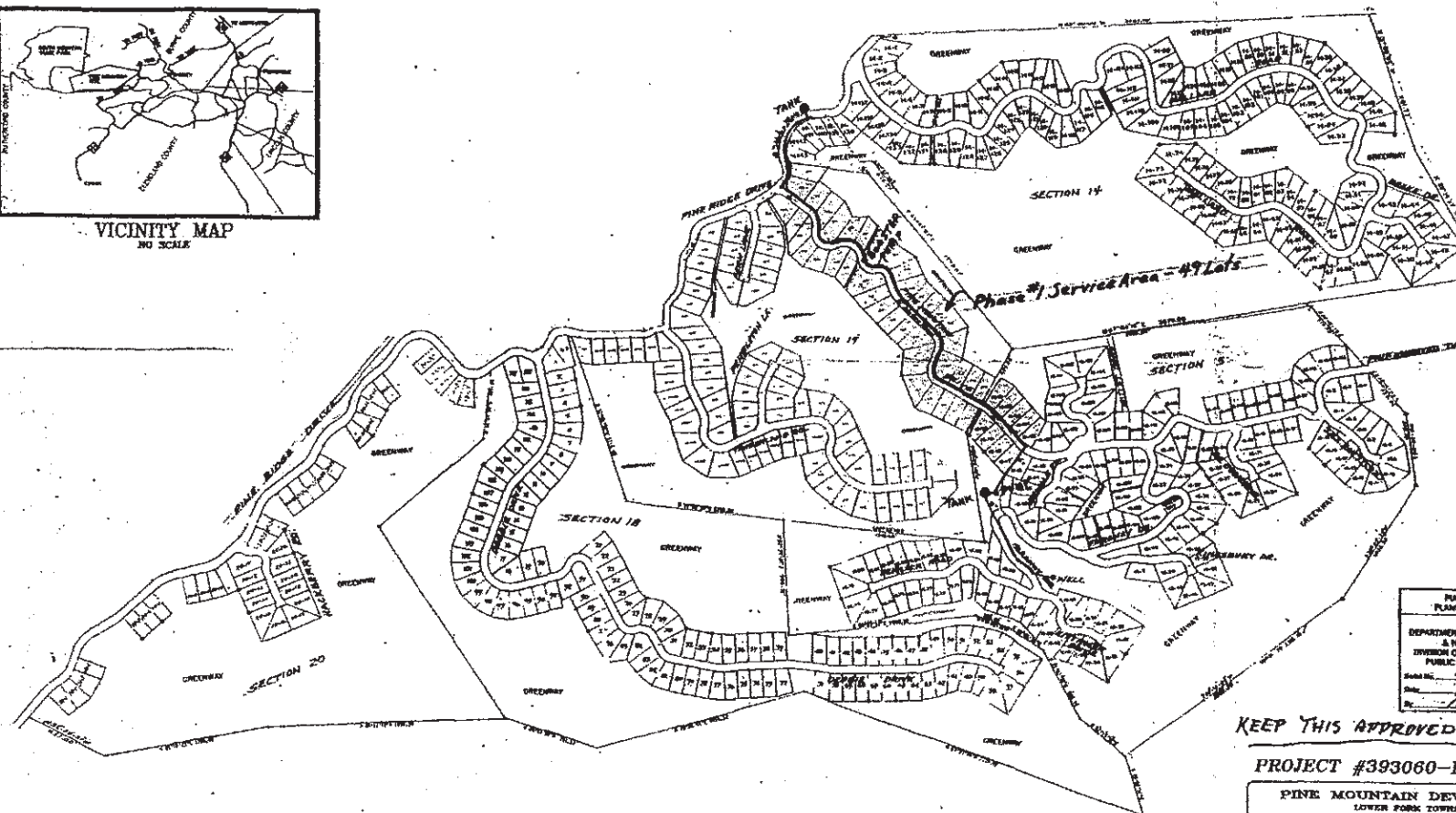
# PINE MOUNTAIN LAKES DEVELOPMENT

## WATERWORKS IMPROVEMENTS

### PHASE I, NORTH RIDGE SYSTEM



VICINITY MAP  
NO SCALE



PUBLIC WATER SYSTEM PLANS AND SPECIFICATIONS	
APPROVED BY	
DEPARTMENT OF ENVIRONMENT, HEALTH & NATURAL RESOURCES	
DIVISION OF ENVIRONMENTAL HEALTH	
PUBLIC WATER SUPPLY SECTION	
PLAN NO.	95-08357
DATE	1-12-95
BY	M. H. HARRIS

KEEP THIS APPROVED COPY IN PERMIT FILE

PROJECT #393060-B

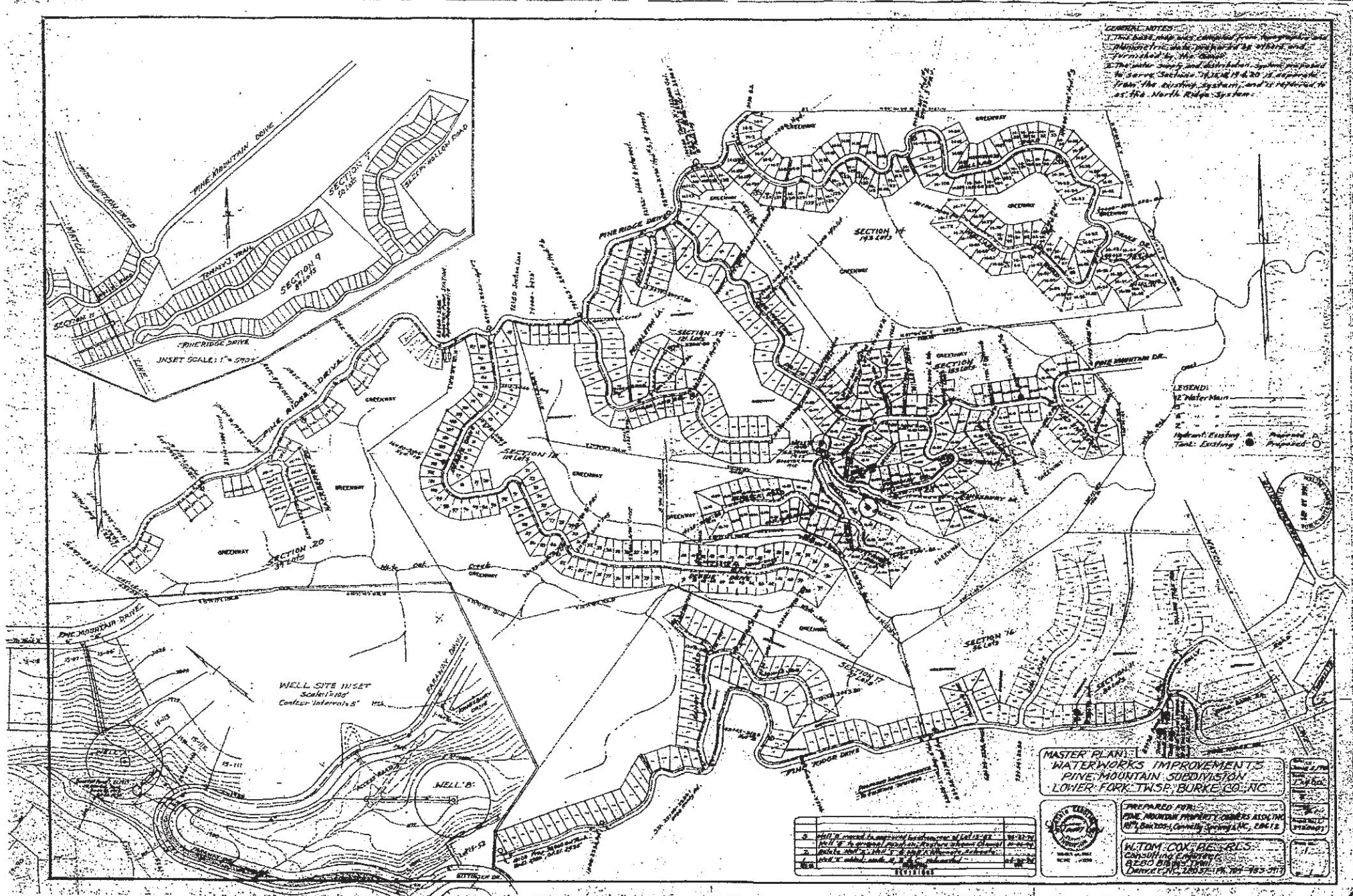
PINE MOUNTAIN DEVELOPMENT  
LOWER FORK TOWNSHIP  
DUKE COUNTY, NORTH CAROLINA

WATER WORKS IMPROVEMENT

W. TOM COX, P.E., INC.  
CONSULTING ENGINEERS  
1000 HARRIS ROAD  
RAVENEL, S.C. 29585

DATE	02-01-95
PROJECT	Page 1
DESIGN	20-000
CHECKED	WTC
PROJECT NO.	393060-B
DATE	1-12-95





## ATTACHMENT L

### PINE MOUNTAIN – FEE INTEREST/EASEMENTS

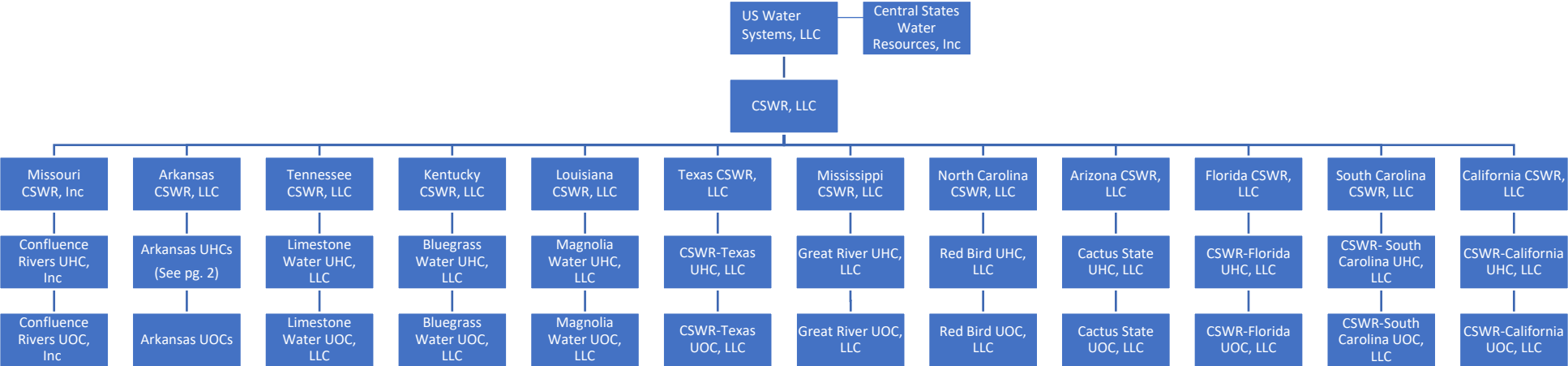
A list of Fee Interests &/or Easements relating to the WWTP site, Wells(s), Water Storage Tanks, and Pump Stations/Houses for provision of sewer and water services to the Properties which are not shown within a recorded plat or dedicated roadway to be assigned or granted to Buyer, by Seller or, if applicable, a third party, is as follows:

1. Tract 1 (Well) - easement for access and operation owned by Seller; Buyer will obtain easement interest at Closing from Seller;
2. Tract 2 (Well & Storage Tank) - easement for access and operation owned by Seller; Buyer will obtain easement interest at Closing from Seller;
3. Tract 3 (Pump House) - easement for access and operation owned by Seller; Buyer will obtain easement interest at Closing from Seller;
4. Tract 4 (Water Storage Tank) - easement for access and operation owned by Seller; Buyer will obtain easement interest at Closing from Seller;
5. Tract 5 (Water Storage Tank) - owned in fee by Village Commons Associates, Inc.; Buyer will obtain easement at Closing from Village Commons Associates, Inc.;
6. Tract 6 (WWTP/Lagoon) - owned in fee by Seller; Buyer will obtain fee interest, along with access easement from Seller at Closing; cloud on title in favor of Workman Investments, LLC, as to access easement, but Buyer seeking to cure defect;
7. Tract 7 (Water Storage Tank) - owned in fee by Seller; Buyer will obtain fee interest at Closing;
8. Tract 8 (Well) - easement for well owned by Seller; Buyer will obtain easement interest at Closing; additional easement may be required 200' diameter, centered on the well from fee owner of underlying property (Fredric and Vonis Waugh);
9. Tract 9 (Well) - easement for well owned by Seller; Buyer will obtain easement interest at Closing from Seller;
10. Tract 10 (Well) - easement for well owned by Seller; Buyer will obtain easement interest at Closing from Seller;
11. Tract 11 (Pump/Booster Station) - majority of pump/booster station site in right of way of Pine Mountain Drive (owned by Seller); Buyer will obtain easement interest at Closing from Seller.

The Parties believe that the foregoing are all of the fee or easement interests necessary for Buyer to operate the sewer and/or water system and provide service to the Properties and acknowledge the terms of Section 1 & 5 of the Agreement for Sale of Utility System regarding Easements to be provided by the Seller after Closing, as necessary.

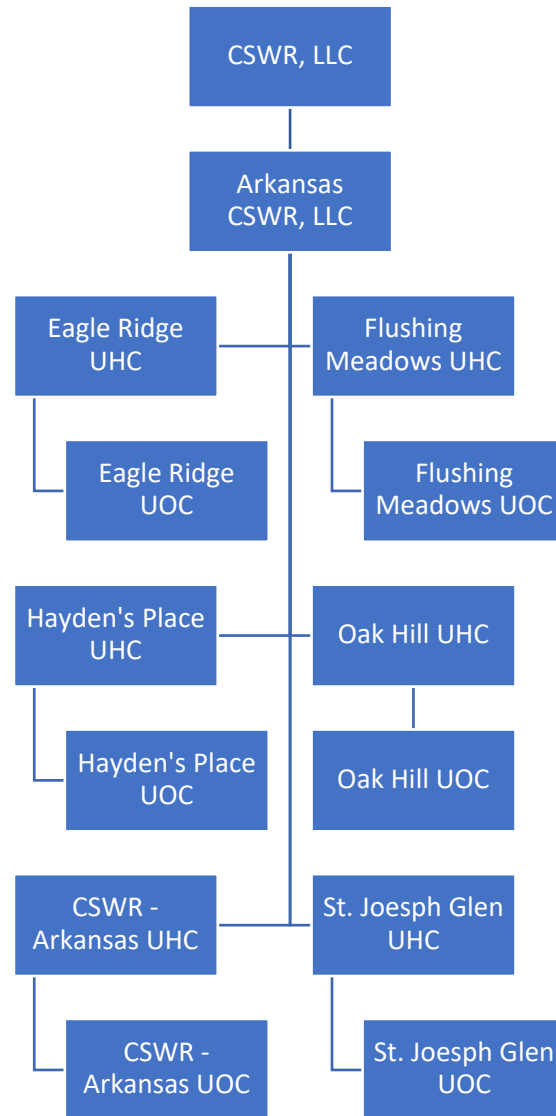
Buyer will file recorded copies of the documents transferring Fee Interests/Easements listed herein and obtained at Closing with the Commission within 30 days of Closing.

**Central States Water Resources Corporate Entity Organizational Chart**





**Arkansas CSWR Organizational Chart Detail**



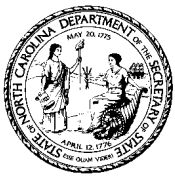
### **Explanation of Corporate Structure**

The entity/corporate structure in place in North Carolina for Red Bird Utility Operating Company, LLC's affiliate group – consisting of the utility operating company, an intermediate holding company, and a state holding company – is a legacy structure that predates the acquisition of CSWR, LLC, by U.S. Water Systems, LLC, in late 2018. Prior to that acquisition, affiliates operating in Missouri and Arkansas – which were the affiliated group's only operations at that time – utilized an identical three-tiered structure. After U.S. Water System's acquisition, the legacy structure was replicated in each new state the affiliate group entered.

In North Carolina, Red Bird Utility Operating Company, LLC, holds (or will hold) all acquired utility assets and will operate as a regulated utility. Red Bird Utility Holding Company, LLC, the intermediate holding company, is the sole member of Red Bird Utility Operating Company, LLC and North Carolina Central States Water Resources, LLC, the state holding company, is the sole member of Red Bird Utility Holding Company, LLC. Neither the intermediate or state holding companies have assets or employees, so their existence adds no operating or administrative costs to the utility operating company.

CSWR, LLC ("CSWR") is the sole member of North Carolina Central States Water Resources. CSWR employs all administrative, professional, and other personnel providing affiliated services to Red Bird Utility Operating Company, LLC and all its various state utility operating company affiliates. Costs incurred by CSWR are either direct charged to an affiliate or are allocated using the Massachusetts allocation methodology. CSWR also provides its utility operating affiliates equity capital necessary to make acquisitions and to fund required capital improvements, and provides working capital to fund day-to-day operations until compensatory rates can be established.

Central States Water Resources, Inc., is the designated manager of all affiliated limited liability companies both inside and outside North Carolina, and exists solely for that purpose. Central States Water Resources, Inc. has no assets or paid employees, and performs its managerial responsibilities using CSWR personnel.



# NORTH CAROLINA

## Department of the Secretary of State

Docket No. W-1328, Sub 11  
Application Attachment N

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Feb 16 2024

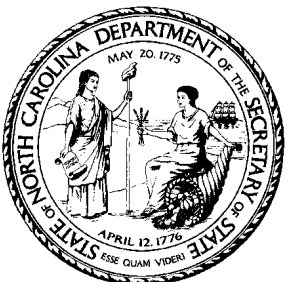
### CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### **NORTH CAROLINA CENTRAL STATES WATER RESOURCES, LLC**

is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 18th day of November, 2019

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.

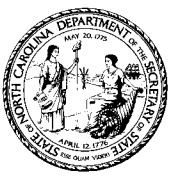


Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of April, 2022.

*Elaine F. Marshall*

Secretary of State



# NORTH CAROLINA

## Department of the Secretary of State

Docket No. W-1328, Sub 11  
Application Attachment N

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Feb 16 2024

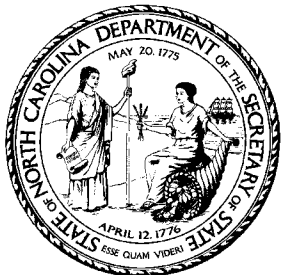
### CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### **RED BIRD UTILITY OPERATING COMPANY, LLC**

is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 19th day of November, 2019

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of April, 2022.

*Elaine F. Marshall*

Secretary of State



# NORTH CAROLINA

## Department of the Secretary of State

Docket No. W-1328, Sub 11  
Application Attachment N

OFFICIAL COPY

Feb 16 2024

### CERTIFICATE OF EXISTENCE (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### **RED BIRD UTILITY HOLDING COMPANY, LLC**

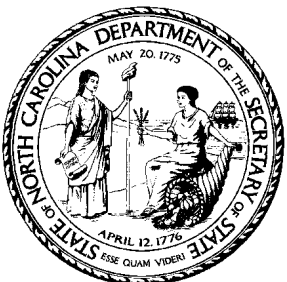
is a limited liability company duly formed, and existing under the laws of the State of North Carolina, having been formed on 19th day of November, 2019

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company is not dissolved under the terms of its articles of organization, (ii) the said limited liability company's articles of organization are not suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively dissolved for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial dissolution, articles of dissolution, articles of merger, or articles of conversion for said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 11th day of April, 2022.

*Elaine F. Marshall*

Secretary of State



Scan to verify online.



**We Need You**

Central States Water Resources, LLC (CSWR), and its affiliates, are looking to work with qualified and experienced water and wastewater operations and management (O&M) firms to bring safe, reliable and environmentally responsible water resources to every community in the U.S.

CSWR, Inc. owns and operates several private, regulated water and wastewater utility companies across the nation. We provide professional and managerial services to make sure the communities we serve have access to clean, safe and reliable water resources, 24/7. We work with outside firms like yours to make sure our utility operating companies have professional operation, maintenance and construction services. Our goal at CSWR, Inc. is to transform local water and wastewater treatment facilities across the United States, improving both the quality of water and the quality of life for our customers.

**Benefits of Working with Us**

CSWR is transforming how water utilities work by using technology and innovation to quickly assess and invest in reliable infrastructure that meets or exceeds stringent state and federal safety standards, while protecting the aquifers, lakes, rivers and streams that are essential to our world.

Our O&M partners get the benefits of access to working with industry-leading technology, a growing network of water and wastewater professionals and the opportunity to grow your business.

CSWR also provides:

- Training vouchers pending state approval
- Opportunity to learn how to use a computer-based training monitoring system (CMMS)
- Professional, 24/7 customer service

**We Need You**

We're building our database for all current and future projects for construction and water and wastewater O&M. This Qualification Application is solely a request for information. It does not represent an offer, nor does it confer any rights on any respondent. CSWR is not responsible under any circumstances for any costs incurred by responding to this Qualification Application.

Questions? Please contact us at [operations@cswrgroup.com](mailto:operations@cswrgroup.com).



## QUALIFICATION APPLICATION

Please fill out the information below to be notified of any current or future CSWR projects.

**Firm Name:**

1. Address:
2. Company Headquarters (if different from above):

**Number of years in business under current business name:**

**List all other business names firm has operated under and the time frames for each:**

**List any Disadvantaged Business Enterprise (DBE) certifications:**

**Please mark which types of projects you are interested in:**

	Water	Wastewater
Operation & Maintenance		
Construction		

**If firm is a corporation, LLC or partnership, provide the following information:**

Type of organization:	
State of incorporation:	
Date of Incorporation:	
Name of President:	
Name of Vice President:	
Name of Secretary:	
Name of Treasurer:	

## SERVICES PROVIDED

Please mark each box for services that your firm provides. Do not include services which are subcontracted to other firms.

### Operations & Maintenance (O&M)

Service	Water	Wastewater
System O&M		
Engineering		
Laboratory Testing		
Grounds Maintenance/Landscaping		
Discharge Reporting		
Permitting		
Other (specify):		
Other (specify):		

### Construction

Service	Water	Wastewater
General Contracting		
Engineering/Design		
Structural		
Plumbing/Piping		
Electrical		
Cement/Foundations		
Other (specify):		
Other (specify):		



## PERSONNEL

### Management Personnel

Please list all personnel that may have management responsibilities on potential projects, along with their title, years of experience, years with the firm, a brief description of their potential project role and any certifications or licenses they may have. Use additional sheets if necessary. Please include a management organization chart and resumes of management personnel.

Name	Title	Years of Experience	Years with Firm	Project Role	Certifications/Licenses



## Operating Personnel

Please list all personnel that may have operation & maintenance responsibilities on potential projects, along with their certification and/or licenses (please include the state of licensure), years of experience, years with the firm, and all the types of systems and/or processes they have experience operating and maintaining. Use additional sheets if necessary.

Name	Certification/ License	Years of Experience	Years with Firm	Types of Systems

## PROJECT EXPERIENCE

Please list similar projects your firm has operated or managed in the past five (5) years. For each project, include the type of system operated and maintained, location, designed flow capacity, length on contract, scope of work and the total number of permit violations. A narrative must be attached to explain any permit violations and should describe the violation, why it occurred, the resulting penalty and the corrective action taken.

System Type	Location	Designed Flow	Length of Contract	Scope of Work	# of Permit Violations

## INSURANCE REQUIREMENTS

For all of our O&M projects, we require the insurance coverage listed below. The following Certificates of Insurance ("COI"), as outlined here, must be furnished to CSWR **upon receipt of approval of the award of the contract**. COI shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name CSWR as an additional insured as follows:

### Comprehensive General Liability Insurance

Comprehensive General liability insurance on an "occurrence basis," in the amount of at least \$1,000,000.00 per occurrence, with at least a \$2,000,000.00 annual aggregate limit, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverage.

### Automobile Liability Insurance

Automobile Liability insurance in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit. Coverage should extend to any auto or owned, hired or non-owned autos.

### Worker's Compensation and Employers Liability Insurance

Worker's Compensation and Employers Liability in the amount required by law.

### Commercial Umbrella Coverage

Commercial Umbrella Coverage on all of the foregoing coverage in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.

### Pollution Legal Liability

Operator shall maintain in force Pollution Legal Liability policy with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. In the event that Pollution Liability Coverage is discontinued for any reason by Operator after the termination of this Agreement, Operator agrees to procure tail coverage in force continuously without interruption for a period of three (3) years from the date of the termination of this Agreement.

### Professional Liability Error and Omissions

Professional Liability Error and Omissions coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. In the event that Professional Liability Errors and Omissions coverage is discontinued for any reason after the termination of this Agreement, Operator agrees to procure tail coverage in force continuously without interruption for a period of three (3) years from the date of the termination of this Agreement.

### Duration of Insurance Policies

Except as otherwise expressly required, all insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies cannot be cancelled without a thirty (30) day prior written notice to the parties insured.

## SAFETY RECORD

Please provide your firm's Workers' Compensation Experience Modifier and OSHA Recordable Rate for the past three years.

Please provide your Days Away, Restricted, or Transferred (DART) Incident Rate calculated from OSHA's Form 300 and Experience Modifier Rate (EMR) for the last three years in the table below.

Year	DART	EMR

Please provide a copy of any Drug and Alcohol policies including testing programs. Also, provide a brief narrative summarizing any health and safety programs and/or processes



**References**

Provide three trade references below include name of reference, current contact person, telephone number and address:

- 1.
- 2.
- 3.

Provide two bank references below, include name of reference, current contact person, telephone number and address:

- 1.
- 2.

The person undersigned affirms that all information contained within this Qualifications Application is true and accurate. Providing false or misleading or omitting relevant information may result in the Respondent's firm being disqualified for any current or future work for Central States Water Resources.

Affirmed by (signature): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



### **O&M Qualification and Bidding Process Description**

CSWR is dedicated to identifying and employing qualified low-cost firms to operate facilities that we acquire. A multi-step process has been developed to ensure that the Operation Firm that delivers the best value of service is selected. The cost savings yielded from this process are due to the ability to bid multiple systems in a single bid package, and the ability of Red Bird UOC to choose from the lowest cost qualified bidders.

The first step in this process is to identify potential firms in the vicinity of the acquisition. CSWR utilizes several avenues to identify potential Operation Firms. This includes, but is not limited to, web searches, contacting local Rural Water Associations, word of mouth, and local contacts in the area. The goal is to contact as many potential Operating Firms as possible to make sure that we can identify a firm that provides adequate services to assist CSWR in delivering safe and reliable water resources and/or sewer service to the communities we serve.

After identifying potential firms, CSWR sends a Request for Qualifications (RFQ) packet to all identified firms (a copy of the RFQ is attached). After a firm is deemed qualified to serve as a CSWR contractor, CSWR will begin to send Requests for Proposals (RFPs) for projects that are within their service area and are within their operational capabilities. These RFPs contain multiple service areas/projects in order to best achieve economies of scale and yield cost-savings to our utility ratepayers. As new firms are identified and become qualified, the Company receives more bids and has a better chance of finding the best value firm to provide service.

After approval for acquisitions, the Company will divide up projects due for closing on a regional basis. This is done in attempt to lower operational costs and make the projects more manageable for CSWR and the selected Operations Firm. Another benefit to the regional approach is that it gives the opportunity for local operations firms to compete with the Nationwide firms. After the RFPs have been returned, CSWR's Environmental, Health & Safety Team review all Proposals to find the best value for the facility. The value is determined by a combination of cost and services provided proposed to be provided from the Operations Firm. After the best value proposal is determined, CSWR and the selected firm will negotiate to ensure that all parties agree on how to best serve the community.

In North Carolina specifically, CSWR has sent out RFQ packets to 11 different entities and have approved three of those entities as qualified contractors (identified below):

- Inframark Water & Infrastructure Services
- Woodard & Curran
- Midwest Water Operations

At this time, the Company plans to award one of these three contractors the O&M contract to serve the customers of the Bear Den water system that is the subject of these dockets.

RECEIVED

OCT 31 1973

SANITARY ENGINEERING SECTION

OFFICE OF WATER AND AIR RESOURCES  
October 19, 1973

Mr. Roger P. Hussey  
Executive Vice President  
South Mountain Properties, Inc.  
P. O. Box 197  
Connelly Springs, North Carolina 28612

SUBJECT: Permit No. 2998  
South Mountain Properties, Inc.  
Pine Mountain Lakes Development - Phase I  
Wastewater Treatment Facilities  
Burke County

Dear Mr. Hussey:

In accordance with your application received August 15, 1973, we are forwarding herewith Permit No. 2998, dated October 19, 1973, to South Mountain Properties, Inc., Burke County, for the construction and operation of a 69,600 GPD tertiary type extended aeration wastewater treatment facilities consisting of 360 lineal feet of 12-inch sewer outfall, on site auxiliary power, influent pumping station, dual 34,800 GPD extended aeration type treatment plants in parallel, dual tertiary filters, flow measuring-recording device, chlorine dissipation-holding pond, post aeration, and 474 lineal feet of 12-inch effluent sewers to the receiving stream to serve the Pine Mountain Lakes Development, Stage I of Phase I, and the discharge of the treated effluent into Jacobs Fork Creek in the Catawba River Basin.

This permit shall be effective from the date of its issuance until July 1, 1977, and shall be subject to the conditions and limitations as specified therein.

Also, enclosed is a copy of WPC Form #50 "Cost of Wastewater Treatment Works." This form is to be completed and returned to this office within thirty (30) days after the project is completed.

One (1) set of approved plans and specifications is being forwarded to you and one (1) set is being forwarded to Wilbur Smith & Associates, Inc.

Sincerely yours,

*E. C. Hubbard*  
E. C. Hubbard  
Assistant Director

Enclosures

CC: Wilbur Smith and Associates, Inc.  
Department of Human Resources ✓  
Burke County Board of Health  
Mr. L. P. Benton, Jr.  
Mr. W. H. Hull  
Mr. J. W. Menden  
Technical Services

JWM/dm

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Feb 16 2024

*Burke/ Pine Mt Lake*

DEPARTMENT OF HUMAN RESOURCES  
STATE BOARD OF HEALTH  
RALEIGH

*H*

RECEIVED

SEP 7 1973

OFFICIAL COPY

Feb 16 2024

September 7, 1973

TO: Mr. W. E. Long, Jr., Chief  
Engineering Section  
Water Quality Division  
Office of Water & Air Resources  
Dept. of Natural & Economic Resources

FROM: F. K. Yarborough, Head  
Engineering Planning Branch  
Sanitary Engineering Section

SUBJECT: Wastewater Treatment Plant  
Pine Mountain Lake Development  
Burke County

The engineers of this Section have reviewed the plans and specifications as prepared by Wilbur Smith and Associates, Inc. on subject. Basically the plans call for the installation of two (2) 100,000 g.p.d. tertiary type wastewater treatment plants and a dual pumps lift station. The treatment system includes influent bar screen and comminutor, mixing tank, reaeration tank, aerobic digester tank, settling tank, post-chlorination facilities, sand filters, a Parshall flume transmitter and a 500,000 gallon chlorine dissipation holding pond.

Prior to our concurrence with your issuance of a permit, three items must be clarified and they follow:

1. Our standard design for domestic wastewater is based on a 24 hour aeration period and a 4 hour settling tank detention period. The expected detention time in reaeration tank is only 5.23 hour per our calculations.
2. An auxiliary power system should be provided on the lift station and the treatment plant.
3. Dual chlorinators should be provided on post-chlorination facilities.

After receiving revisions to correct these deficiencies, we shall continue our review.

cc: Mr. E. D. Herndon ✓  
Burke County Health Dept.  
Wilbur Smith & Associates, Inc.

*J. K. Yarborough*

Docket No. 7W-1322 Sub 11  
Application Attachment P

NORTH CAROLINA  
STATE BOARD OF HEALTH  
RALEIGH

RECEIVED ✓

MAY 21 1973

May 14, 1973

Mr. D. L. Coburn, Chief  
Water Quality Division  
Office of Water and Air Resources  
Department of Natural and Economic Resources  
Post Office Box 27687  
Raleigh, North Carolina

Re: Wastewater Treatment Plant Site  
South Mountain Properties, Inc.  
Pine Mountain Lake Development  
Burke County, North Carolina

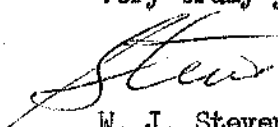
Dear Mr. Coburn:

This refers to your letter to Mr. Marshall Staton, Director, Sanitary Engineering Division, regarding the site for a wastewater treatment plant to serve the above referenced development. The proposed site is approximately 600 feet east of the bridge over White Oak Creek on S. R. 1901. The proposed 0.1 MGD extended aeration plant (with tertiary treatment) will consist of dual units, a sludge holding tank, flow measuring and recording devices, complete on-site laboratory facilities, and a chlorine dissipation pond. The treated effluent will be discharged into Jacobs Fork which is classified A-II.

We have no objection to approval of the proposed plant site provided that the treatment system is constructed as proposed and has no by-passes and that the stream classification is not contravened.

We would appreciate the opportunity to review the final plans and specifications of the facility prior to approval by your office.

Very truly yours,

  
W. J. Stevenson, Chief  
Water Supply Section  
Sanitary Engineering Division

cc: Mr. E. D. Herndon ✓

OFFICIAL COPY

Feb 16 2024

STATE OF NORTH CAROLINA

DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES

Box 27687

Raleigh 27611

JAMES E. HARRINGTON

SECRETARY

TELEPHONE

AREA CODE 919-829-4984

*Handwritten signature*



JAMES E. HOLSHOUSE, JR.  
GOVERNOR

May 29, 1973

Mr. H. J. Willson, P. E.  
Wilbur Smith and Associates, Inc.  
4500 Jackson Boulevard  
Post Office Box 1544  
Columbia, South Carolina 29202

Subject: Wastewater Treatment Plant Site  
South Mountain Properties, Inc.  
Pine Mountain Lake Development  
Burke County, North Carolina

Dear Mr. Willson:

Mr. Roy M. Davis, Sanitary Engineer, has inspected the site for the location of a 0.5 MGD wastewater treatment plant to serve the Pine Mountain Lake Development. The site is located 1.1 miles South 48° West from the intersection of Secondary Road 1924 and Secondary Road 1901, in the southern portion of Burke County.

The proposed receiving stream is Jacobs Fork which bears a Class "A-II" classification. The 7-day, 10-year minimum flow at the proposed point of effluent discharge is 4.1 MGD.

The site is hereby approved for the location of a properly designed dual-units tertiary type wastewater treatment plant. The treatment system will include the following basic units: Influent bar screen and comminutor, extended aeration basins, final clarifiers with return sludge facilities, effluent disinfection facilities, sand filters, chlorine dissipation basins, and a sludge holding basin. The treatment system will be equipped with a recording type flow meter. Complete on-site laboratory facilities will be provided so that all testing necessary for the operation of this type of wastewater treatment facility can be provided.

The plant shall be flood-proofed in order to provide protection from high waters, and shall be constructed in such a manner that in the event repairs

Feb 16 2024

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Mr. H. J. Willson  
Page No. 2

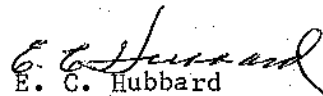
or maintenance become necessary, tertiary treatment plus effluent disinfection can be provided at all times. If the developer so chooses, the initial treatment plant built on this site may have a designed capacity of less than 0.5 MGD as long as the initial plant is constructed in accordance with the treatment system described in this letter. Before enlarging the initial plant to an ultimate capacity of 0.5 MGD, final plans for the modification must be submitted to this Office for review and approval.

Please be advised that 0.5 MGD of tertiary effluent is the maximum volume that can be discharged at this site and, in our opinion, protect Water Quality and comply with the intent of the non-degradation clause of the North Carolina Board of Water and Air Resources' Rules and Regulations. The disposition of wastewater at this development should be planned with this in mind.

In order to comply with requirements of the 1972 Federal Water Pollution Control Act Amendments, it will be necessary to make application to the Environmental Protection Agency for an N. P. D. E. S. (National Pollutant Discharge Elimination System) Permit. In this connection, you should contact Mr. John White, Enforcement Division, Environmental Protection Agency, Region IV, 1421 Peachtree Street, N. E., Atlanta, Georgia 30309. This application should be made after tentative approval of the plant site, and must be made at least 180 days prior to the date on which it is desired to commence the discharge of pollutants.

Due to the classification of the receiving stream, the State Board of Health has been consulted with regards to this project and their concurrence has been obtained. Final plans and specifications for the system are to be submitted to this Office for review and approval prior to awarding contracts and starting construction.

Sincerely yours,

  
E. C. Hubbard  
Assistant Director

cc: Burke County Health Department  
North Carolina State Board of Health ✓

Mr. Evan Shay, Vice-President  
South Mountain Properties, Inc.

Mr. L. P. Benton, Jr.

Mr. W. E. Long, Jr.

Mr. R. Van Tilburg

Mr. W. H. Mull

Mr. Roy M. Davis

State of North Carolina  
Department of Environment,  
Health and Natural Resources  
Division of Environmental Health  
Public Water Supply Section



James B. Hunt, Jr., Governor  
Jonathan B. Howes, Secretary  
~~RICHARD K. ROWE, Director~~

December 2, 1994



Mr. Steve Rohaly, Manager  
Pine Mountain Lakes Development  
Route 1, Box 205-1  
Connelly Springs, North Carolina 28612

Re: Water Main Extension  
Pine Mountain, Section 17  
Burke County  
I.D. #01-12-133

Dear Mr. Rohaly:

Plans and specifications for the referenced project prepared by W. Thompson Cox, P.E., have been reviewed by engineers of this Section. The plans call for the installation of approximately 7,840 feet of 6-inch and 1,530 feet of 2-inch water mains, valves and other appurtenances along Pine Ridge Drive, Randy Road and John's Jog to provide service to Pine Mountain Development, Section 17 with 77 lots located off S.R. 1901. These plans and specifications are approved under Division of Environmental Health serial number 95-08004, dated November 8, 1994.

This water system consists of three (3) wells with a combined yield of 200 gallons per minute, chlorination apparatus, one (1) 79,000 gallon and two (2) 29,500 gallon ground level storage tanks, one (1) 5,600 gallon hydropneumatic storage tank, four (4) booster pumping stations, 8-inch, 6-inch, 4-inch and 2-inch distribution piping, valves hydrants and other appurtenances serving Pine Mountain Development Sections 7, 9, 11, 16 and 17, a 100 unit motel and a 100 seat restaurant. The total number of customers to be served by this water system is equivalent to 416 residential connections. This water system is adequate to serve up to 360 equivalent residential customers only. Further connections will necessitate the procurement of an additional source of water supply.

Public water system rules require that a registered professional engineer verify that construction has been completed in accordance with these approved plans and specifications. In order to complete the approval of this water main extension, please furnish us a copy of the engineer's verification affixed with his/her professional engineering seal immediately upon completion of construction. Customer connections shall not be made until the construction verification letter is received by this office.


One copy of the "Application for Approval..." is enclosed together with one copy of the plans and specifications bearing the Division of Environmental Health stamp of approval. One copy of each is being forwarded to our Black Mountain Health Office. The third copy is being retained in our permanent files.



Mr. Rohaly  
Page 2  
December 2, 1994

If we can be of further service, please call on us at (919) 733-2460.

Sincerely,

  
Richard J. Durham, P.E., Chief  
Public Water Supply Section

RJD/MLD/lnc

Enclosures

cc: ✓ Harold Saylor, Regional Engineer  
Burke County Health Department  
W. Tom Cox, P.E.  
Utilities Commission-Water Division

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Feb 16 2024

State of North Carolina  
Department of Environment,  
Health and Natural Resources  
Division of Environmental Health  
Public Water Supply Section



James B. Hunt, Jr., Governor  
Jonathan B. Howes, Secretary

January 19, 1995

Mr. Steve Rohaly, Manager  
Pine Mountain Lake Development  
Route 1, Box 205-1  
Connelly Springs, North Carolina 28612

Re: Well Water System  
Pine Mountain Lake, Phase I  
Burke County

Dear Mr. Rohaly:

Plans and specifications for the referenced project prepared by W. Thompson Cox, P.E., have been reviewed by engineers of this Section. The plans call for the construction of a well designated as Well "B" with a 120 gpm 25 horsepower motor Pleuger Model No. PN63-16 submersible pump, well house, chlorination apparatus, Aqua-Mag sequestering agent chemical feeding equipment, a 10,000 gallon ground level storage tank, two (2) booster pumping stations each with two (2) 100 gpm 15 horsepower motor Pleuger Model No. NE66-10 in-line pumps, a 30,000 gallon high elevation standpipe, approximately 750 feet of 8-inch and 5,000 feet of 6-inch distribution piping, valves, two (2) hydrants and other appurtenances to serve Pine Mountain Lake Development, Phase I with 49 lots designated as Lots #15-117 through #15-125 and #19-1 through #19-40 located off S.R. 1901. These plans and specifications are approved under Division of Environmental Health serial number 95-08357, dated January 12, 1995.

We are not formally approving the use of the sequestering agent and its injection apparatus. However, we are allowing it to be tried in lieu of the installation of iron and manganese removal equipment. Should the use of the sequestering agent and the injection apparatus not provide trouble-free, satisfactory water to the customers, it is the responsibility of the owner to submit to us for approval plans and specifications covering the necessary iron and manganese removal equipment. After having gained approval, the equipment must be installed and operated without undue delays.

The well is cased less than 50 feet and will be investigated to determine influence of surface water. A public water system that uses a ground water source under the influence of surface water must provide filtration and disinfection treatment beginning 18 months after the State determines that ground water source is under the influence of surface water and report monthly CT value(s) for each day the system serves water to the public, residual disinfection information and turbidity in accordance with the requirements of NCAC Title 15A Subchapter 18C Section .2000 of the "Rules Governing Public Water Systems".

Mr. Rohaly  
Page 2  
January 19, 1995

Public water system rules require that a registered professional engineer verify that construction has been completed in accordance with these approved plans and specifications. In order to complete the approval of this water system, please furnish us a copy of the engineer's verification affixed with his/her professional engineering seal immediately upon completion of construction. Customer connections shall not be made until the construction verification letter is received by this office.

One copy of the "Application for Approval..." is enclosed together with one copy of the plans and specifications bearing the Division of Environmental Health stamp of approval. One copy of each is being forwarded to our Black Mountain Health Office. The third copy is being retained in our permanent files.

If we can be of further service, please call on us at (919) 733-2460.

Sincerely,



Richard J. Durham, P.E., Chief  
Public Water Supply Section

RJD/MLD/snc

Enclosures

cc: Harold Saylor, Regional Engineer  
Burke County Health Department  
W. Thompson Cox, P.E.  
Utilities Commission - Water Division  
Groundwater Section

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Feb 16 2024

October 31, 1973

Mr. H. J. Wilson, P. E.  
Wilbur Smith and Associates, Inc.  
4500 Jackson Boulevard  
P. O. Box 1544  
Columbia, South Carolina 29202

Re: Pine Mountain Lakes Development  
Well Site Approval (Well Site #7)  
Durke County

Dear Mr. Wilson:

On July 9, 1973, a well site investigation was conducted for the referenced project in the company of Mr. John Ellis. The site investigated is shown on the enclosed drawing and is further described as follows:

Located approximately 40 feet southwest of the centerline of Ruffleshed Road and approximately 200' southeast of the centerline of Brookfield Road.

The above described well site is approved from a sanitary standpoint with the following provisos:

1. That Pine Mountain Lakes Development own or control the property for a radius of 100' around each well. If the property is not owned, a recorded easement on the property within 100' of the well will be required.
2. That no sewer or other source of pollution shall exist or be introduced within 100' of the well. Buildings, dwellings, barns, mobile homes, etc., are considered to be sources of pollution.
3. That the ground surface around each well be sloped so that surface water will drain away from each well.

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Feb 16 2024

4. That fill dirt or some other material be used to raise the well site to above grade level.

Final approval of the well will be based on the chemical analysis of the water by Division of Health Services (State Board of Health) Laboratory in Raleigh.

Upon receipt of this letter and a Well Construction Permit from the Office of Water and Air Resources, you may proceed with drilling operations. Following completion of the well construction, a well yield (capacity) test, 24 hour minimum, must be conducted in accordance with requirements of the North Carolina "Well Construction Regulations and Standards." You are required to submit to this office, in triplicate, those plans, specifications and other data outlined in the enclosed "Guide for Obtaining Approval of Public Water Supply Systems," along with the log of the well yield test and the results of the chemical analysis. In addition, copies of the well completion record, the well yield test log and chemical analysis must be submitted to the Office of Water and Air Resources.

It is required that the plans and specifications be prepared by an engineer licensed to practice in North Carolina. This submission will be carefully reviewed by this office and forwarded to the Sanitary Engineering Section of the Division of Health Services (State Board of Health) for final action.

The plans and specifications for all proposed public water systems or expansions to public water systems must be approved by the Sanitary Engineering Section prior to the construction of any part of the system, or the award of a contract (if any) for the construction of any part of the system.

Continuous disinfection (chlorination) of the water for all public water supply systems introduced on or after 1 January 1972 by a method approved by the Division of Health Services is required. The proposed method of providing the continuous disinfection must be indicated in the submitted plans and specifications.

Please be advised that, in accordance with the General Statute 130-158, every person supplying water to the public for drinking and household purposes shall take every reasonable precaution to protect from contamination and assure the healthfulness of such water.

If we may be of further service, please feel free to call on us.

Very truly yours,

E. D. Herndon  
(TAX)

E. D. Herndon  
Assistant Regional Engineer

Enclosures:  
Guide for Obtaining Approval  
cc: Mr. W. J. Stevenson  
Mr. F. K. Yarborough



Docket No. W-1328, Sub 11  
Application Attachment P  
*Burke/ Pine*

DEPARTMENT OF HUMAN RESOURCES  
STATE BOARD OF HEALTH  
RALEIGH

RECEIVED

AUG 17 1973

OFFICIAL COPY

Feb 16 2024

August 9, 1973

Mr. Roger P. Hussey, Executive Vice President  
Pine Mountain Lakes Development  
P. O. Box 197  
Connelly Springs, North Carolina 28612

RE: Water Supply System  
Pine Mountain Lakes Development-Phase I  
Burke County

Dear Mr. Hussey:

Plans and specifications for the referenced project prepared by Wilbur Smith and Associates have been reviewed by engineers of this Section. The plans call for a well, well house, chlorination apparatus, 10,000 gallon hydropneumatic storage facilities, 8-inch, 6-inch, 4-inch and 2-inch piping, hydrants, valves and other appurtenances. This approval is for the first 50 connections and the second well must be developed and approved prior to exceeding 50 connections. On request our Asheville Regional Office will assist in the start up and adjustment of the chlorination apparatus. These plans and specifications are approved under State Board of Health serial number 9386, dated August 9, 1973.

One copy of the "Application for Approval..." is enclosed together with one copy of the plans and specifications bearing the State Board of Health stamp of approval. One copy of each is being forwarded to the Burke County Health Department. The third copy is being retained in our permanent files.

If we can be of further service, please call on us.

Very truly yours,

*Marshall Staton*  
Marshall Staton, Chief  
Sanitary Engineering Section

Enclosure

cc: Mr. E. D. Herndon  
Burke County Health Dept.  
Wilbur Smith & Associates  
Mr. Dave Greasy