



BLUEGRASS WATER

Utility Operating Company

A CSWR Managed Utility

November 22, 2019

Kentucky Public Service Commission
211 Sower Blvd
Frankfort, KY 40601

Re: First month utility performance of Bluegrass Water UOC

Dear PSC staff,

In the month following the completion of the closing on 9 wastewater utility assets, Bluegrass Water has implemented a utility asset management program, put in place qualified certified operations personnel, launched a multi-platform billing and customer service program, and in general made an effort to increase sewerage service reliability and customer service provided to each service area now served by our company.

Bluegrass Water has entered into the previously discussed Agreed Orders with the Kentucky Department of Water (DOW) for the nine plants which each have significant investment needs under Bluegrass Water's operation with a schedule of compliance that Bluegrass Water will work under in order to bring each systems into compliance. Those Orders are attached. During the first month of operation, Bluegrass Water did receive an informal notice of violation from DOW revolving around existing wastewater treatment plant (WWTP) issues. This violation is covered under Bluegrass Water's Agreed Order. Regardless, Bluegrass Water has made numerous repairs and replacements of failed equipment at several WWTPs to increase plant performance. WWTP performance has increased in some cases by more than 50% at a couple locations. Effluent testing results for the first month WWTP operations are also attached.

During the first month, Bluegrass Water had no service interruptions and received three customer service calls regarding service:

- Two customers, one in Airview and one in Golden Acres, had sewer backups in their homes. Bluegrass Water technicians checked the main lines serving the homes and alerted the customers that the backup was being caused by a blockage in their lateral line. Both calls had operations personnel dispatched in 24 hours and the identified issues that after final inspections were addressed within 48 hours.
- A customer alerted Bluegrass Water that there were issues with the lift station in the Golden Acres service area. The lift station had failed. An operations technician responded within the hour to the call and the lift station was cleaned out and repaired with a new starter and float installed in 3 days.

Bluegrass Water's customer service group received 252 calls in the last month with the majority of the calls being received after the first bill being sent. The average wait time for a caller was 1 minute and 33 seconds and the average time to handle a call was 2 minutes and 24 seconds. Only 8 of the 252 calls abandoned their call during the wait period.

Bluegrass Water is pleased to serve its customers with excellent customer service and Bluegrass Water is working to improve plant operations over the coming months via on-going investments and professionalized operations with a plan to bring all the systems into full compliance with DOW. Please do not hesitate to contact Bluegrass Water with any questions regarding this report.

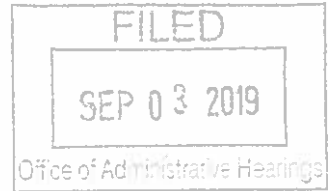
Sincerely,

Mike Duncan
Director, Business Operations

Attachments: Bluegrass Water Friendly Agreed Orders, Bluegrass Water Effluent Testing Results



J. Horne



COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0149

IN RE: Bluegrass Water Utility Operating Company, LLC
Airview Estates Subdivision Wastewater Treatment Plant
West Airview Drive
Elizabethtown, KY 42701
AI No. 1643
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Airview Estates Subdivision Wastewater Treatment Plant (hereinafter "Airview WWTP" or "facility"), is located at West Airview Drive, Elizabethtown, Kentucky 42701. The facility has a design capacity of 0.055 million gallons per day and discharges to an unnamed tributary to Mill Creek Branch.
4. Airview WWTP is currently owned and operated by Airview Utilities, LLC. The facility's discharges are permitted under Kentucky Pollutant Discharge Elimination Systems

(hereinafter "KPDES") permit number KY0045390, issued by the Cabinet's Division of Water (hereinafter "DOW"). The facility's KPDES permit expired on January 31, 2014, however, the DOW has administratively continued the permit to allow the facility to operate under its expired permit.

5. Airview Utilities, LLC is an active Kentucky corporation in good standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Airview WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Airview WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Airview WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Airview WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Airview WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.

B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Airview WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons

for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

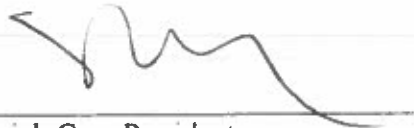
25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0149

AGREED TO BY:



Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC



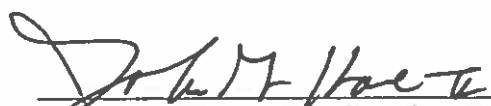
Date

APPROVAL RECOMMENDED BY:




Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date



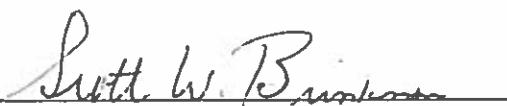
R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/29/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Horne II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601



DOCKET COORDINATOR

Distribution:

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J. Horne

FILED
SEP 03 2019
Office of Administrative Hearings

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0150

IN RE: Bluegrass Water Utility Operating Company, LLC
Brocklyn Utilities Wastewater Treatment Plant
474 Eastern Bypass
Richmond, KY 40475
AI No. 2809
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Brocklyn Utilities Wastewater Treatment Plant (hereinafter "Brocklyn WWTP" or "facility"), is located at 474 Eastern Bypass, Richmond, Kentucky 40475. The facility has a design capacity of 0.040 million gallons per day and discharges to an unnamed tributary to Taylor Fork.
4. Brocklyn WWTP is currently owned and operated by Brocklyn Utilities, LLC. The facility's discharges are permitted under Kentucky Pollutant Discharge Elimination Systems (hereinafter "KPDES") permit number KY0081299, issued by the Cabinet's Division of Water

(hereinafter "DOW"). The facility's KPDES permit expired on May 31, 2018, however, the DOW has administratively continued the permit to allow the facility to operate under its expired permit.

5. Brocklyn Utilities, LLC is an active Kentucky corporation in good standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Brocklyn WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Brocklyn WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Brocklyn WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Brocklyn WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Brocklyn WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065

Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

- A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.
- B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort,

Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Brocklyn WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters

agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in

compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its

right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0150

AGREED TO BY:

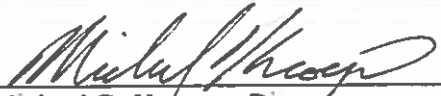


Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC

8/14/19


Date

APPROVAL RECOMMENDED BY:




Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date



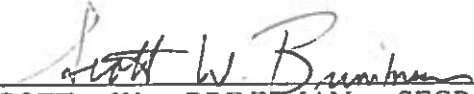
R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/29/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2017.

ENERGY AND ENVIRONMENT CABINET



SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601



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T. Horne

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COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0151

IN RE: Bluegrass Water Utility Operating Company, LLC
Fox Run Subdivision Wastewater Treatment Plant
U.S Highway 60 West
Frankfort, KY 40601
AI No. 1388
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Fox Run Subdivision Wastewater Treatment Plant (hereinafter "Fox Run WWTP" or "facility"), is located at U.S. Highway 60 West, Frankfort, Kentucky 40601. The facility has a design capacity of 0.020 million gallons per day and discharges to an unnamed tributary to South Benson Creek.
4. Fox Run WWTP is currently owned and operated by Fox Run Utilities, LLC. The facility's discharges are permitted under Kentucky Pollutant Discharge Elimination Systems

(hereinafter "KPDES") permit number KY0086967, issued by the Cabinet's Division of Water (hereinafter "DOW"). The facility's KPDES permit expired on June 30, 2018; however, the DOW has administratively continued the permit to allow the facility to operate under its expired permit.

5. Fox Run Utilities, LLC is an active for-profit Kentucky corporation in good standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Fox Run WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Fox Run WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Fox Run WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Fox Run WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Fox Run WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall

provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

- A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.
- B. The BWUOC may request an amendment of the accepted CAP by writing

the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Fox Run WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or

aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it

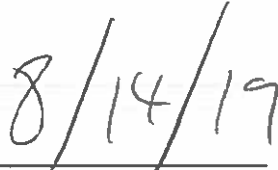
concur that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0151

AGREED TO BY:




Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC




Date

APPROVAL RECOMMENDED BY:



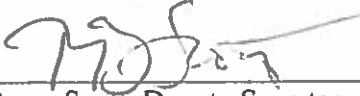
Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date



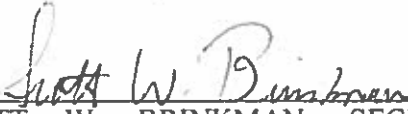
R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/20/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601



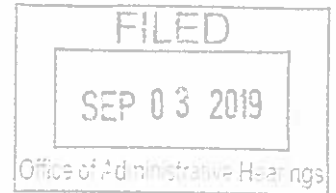
DOCKET COORDINATOR

Distribution:

DOW
BGD
S/H
FBT

J. Horne

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0156



IN RE: Bluegrass Water Utility Operating Company, LLC
Golden Acres Subdivision Wastewater Treatment Plant
US Highway 68 Golden Acres Loop
Calvert City, KY 42029
AI No. 2935
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Golden Acres Subdivision Wastewater Treatment Plant (hereinafter "Golden Acres WWTP" or "facility"), is located at US Highway 68, Golden Acres Loop, Calvert City, Kentucky 42029. The facility has a design capacity of 0.025 million gallons per day and discharges to an unnamed tributary to Clarks River.
4. Golden Acres WWTP is currently owned and operated by Marshall County Environmental Services, LLC. The facility's discharges are permitted under Kentucky Pollutant

Discharge Elimination Systems (hereinafter "KPDES") permit number KY0044164, issued by the Cabinet's Division of Water (hereinafter "DOW"). The facility's KPDES permit expires on January 31, 2020.

5. Marshall County Environmental Services is an inactive for-profit Kentucky corporation in "bad" standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Golden Acres WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Golden Acres WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Golden Acres WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Golden Acres WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Golden Acres WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall

provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes, proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.

B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Golden Acres WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons

for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

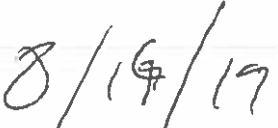
26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0156

AGREED TO BY:



Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC



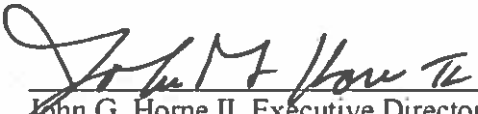
Date

APPROVAL RECOMMENDED BY:



Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Horne II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date



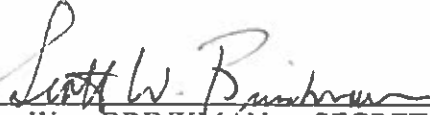
R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/28/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd
Frankfort, Kentucky 40601

John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd
Frankfort, Kentucky 40601

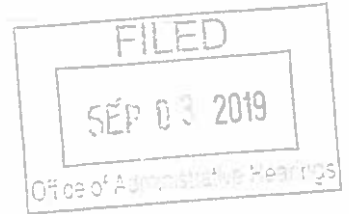


DOCKET COORDINATOR

Distribution:

DOW
S&H
BGD
FBT

J. Horne



COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0148

IN RE: Bluegrass Water Utility Operating Company, LLC
Great Oaks Subdivision Wastewater Treatment Plant
Creekside Drive
Paducah, KY 42003
AI No. 3041
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Great Oaks Subdivision Wastewater Treatment Plant (hereinafter "Great Oaks WWTP" or "facility"), is located at Creekside Drive, Paducah, Kentucky 42003. The facility has a design capacity of 0.070 million gallons per day and discharges to Blizzard Pond Drainage Canal.
4. Great Oaks WWTP is currently owned and operated by Marshall County Environmental Services, LLC (hereinafter "MCES") and/or Allen Artis. The facility's discharges are permitted under Kentucky Pollutant Discharge Elimination Systems (hereinafter "KPDES")

permit number KY0080845, issued by the Cabinet's Division of Water (hereinafter "DOW") on March 27, 2012. The facility's KPDES permit expired on April 30, 2017; however, the DOW has administratively continued the permit to allow the facility to operate under its expired permit.

5. MCES is an inactive for-profit Kentucky corporation in "bad" standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Great Oaks WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Great Oaks WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Great Oaks WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Great Oaks WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Great Oaks WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall

provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes, proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.

B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Great Oaks WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons

for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0148


AGREED TO BY:



Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC


8/14/19
Date

APPROVAL RECOMMENDED BY:



Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date



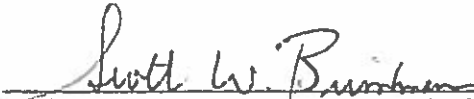
R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/23/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

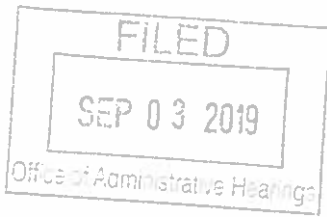
John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601



DOCKET COORDINATOR

Distribution:
DOW
BGD
FBT
S&H

S. Horne



COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0152

IN RE: Bluegrass Water Utility Operating Company, LLC
Kingswood Subdivision Wastewater Treatment Plant
Lot 59 Ace Court
Mt. Washington, KY 40071
AI No. 455
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Kingswood Subdivision Wastewater Treatment Plant (hereinafter "Kingswood WWTP" or "facility"), is located at Lot 59 Ace Court, Frankfort, Kentucky 40071. The facility has a design capacity of 0.050 million gallons per day and discharges to Broad Run Creek.
4. Kingswood WWTP is currently owned and operated by Kingswood Development, Inc. The facility's discharges are permitted under Kentucky Pollutant Discharge Elimination Systems (hereinafter "KPDES") permit number KY0101419, issued by the Cabinet's Division of

Water (hereinafter "DOW"). The facility's KPDES permit expired on July 31, 2019, however, the DOW has administratively continued the permit to allow the facility to operate under its expired permit.

5. Kingswood Development, Inc. is an active for-profit Kentucky corporation in good standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Kingswood WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Kingswood WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Kingswood WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Kingswood WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Kingswood WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.

B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Kingswood WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons

for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

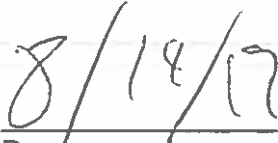
TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

AGREED TO BY:




Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC




Date:

APPROVAL RECOMMENDED BY:



Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Horne II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date




R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/29/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Horne II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601

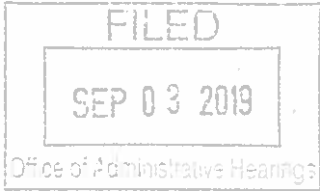


DOCKET COORDINATOR

Distribution:

DOW
S&H
BGD
FBT

T. Horne



COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0153

IN RE: Bluegrass Water Utility Operating Company, LLC
Lake Columbia Subdivision Wastewater Treatment Plant
Zoneton Road and Cedar Creek Road
Zoneton, KY 40165
AI No. 458
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Lake Columbia Subdivision Wastewater Treatment Plant (hereinafter "Lake Columbia WWTP" or "facility"), is located at Zoneton Road and Cedar Creek Road, Zoneton, Kentucky 40165. The facility has a design capacity of 0.012 million gallons per day and discharges to an unnamed tributary to Cedar Creek.
4. Lake Columbia WWTP is currently owned and operated by Lake Columbia Utilities, Inc. The facility's discharges are permitted under Kentucky Pollutant Discharge

Elimination Systems (hereinafter "KPDES") permit number KY0077674, issued by the Cabinet's Division of Water (hereinafter "DOW"). The facility's KPDES permit expires on November 30, 2019.

5. Lake Columbia Utilities, Inc. is an inactive for-profit Kentucky corporation in bad standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Lake Columbia WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Lake Columbia WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Lake Columbia WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Lake Columbia WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Lake Columbia WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.

B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Lake Columbia WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons

for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0153

AGREED TO BY:



Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC

8/18/19


Date

APPROVAL RECOMMENDED BY:



Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Horne II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/22/19
Date



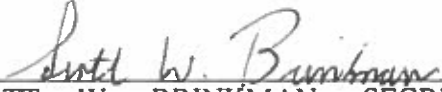
R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/29/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd
Frankfort, Kentucky 40601

John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601

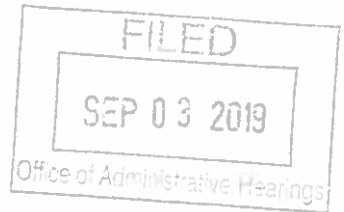


DOCKET COORDINATOR

Distribution:

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COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0154

IN RE: Bluegrass Water Utility Operating Company, LLC
Longview/Homestead Wastewater Treatment Plant
3243 Frankfort Road
Georgetown, KY 40324
AI No. 8083
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Longview/Homestead Wastewater Treatment Plant (hereinafter "Longview WWTP" or "facility"), is located at 3243 Frankfort Road, Georgetown, Kentucky 40324. The facility has a design capacity of 0.100 million gallons per day and discharges to an unnamed tributary to Elkhorn Creek.
4. Longview WWTP is currently owned and operated by LH Treatment Company, LLC. The facility's discharges are permitted under Kentucky Pollutant Discharge Elimination

Systems (hereinafter "KPDES") permit number KY0081591, issued by the Cabinet's Division of Water (hereinafter "DOW"). The facility's KPDES permit expires on June 30, 2024.

5. LH Treatment Company, LLC is an active for-profit Kentucky corporation in good standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Longview WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Longview WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Longview WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Longview WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Longview WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall provide for proper operation and maintenance of the facility in accordance with 401 KAR 5:065

Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

- A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.
- B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort,

Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes ownership and operations of Longview WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or

aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it

concurr that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0154

AGREED TO BY:




Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC

8/14/19


Date

APPROVAL RECOMMENDED BY:




Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date




R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/29/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601

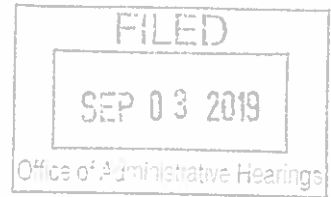


DOCKET COORDINATOR

Distribution:

DW
BGD
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FBT

S. Horne



COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 19-3-0155

IN RE: Bluegrass Water Utility Operating Company, LLC
Persimmon Ridge Subdivision Wastewater Treatment Plant
72 Persimmon Ridge Drive
Louisville, KY 40245
AI No. 3955
Activity ID No. ERF20190001

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter "Cabinet") and Bluegrass Water Utility Operating Company, LLC (hereinafter "BWUOC") state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. BWUOC is an active Kentucky Limited Liability Company in good standing that owns and operates utilities and whose principal address, according to the Kentucky Secretary of State is 500 NW Plaza Drive, Suite 500, Saint Ann, Missouri 63074.
3. Persimmon Ridge Subdivision Wastewater Treatment Plant (hereinafter "Persimmon Ridge WWTP" or "facility"), is located at 72 Persimmon Ridge Drive, Louisville, Kentucky 40245. The facility has a design capacity of 0.142 million gallons per day and discharges to Floyds Fork.
4. Persimmon Ridge WWTP is currently owned and operated by PR Wastewater Management, Inc. The facility's discharges are permitted under Kentucky Pollutant Discharge

Elimination Systems (hereinafter "KPDES") permit number KY0090956, issued by the Cabinet's Division of Water (hereinafter "DOW"). The facility's KPDES permit expires on September 30, 2023.

5. PR Wastewater Management, Inc. is an active for-profit Kentucky corporation in good standing, according to the Kentucky Secretary of State.

6. BWUOC has indicated to the Cabinet that it plans to acquire Persimmon Ridge WWTP, provided it receives from the Kentucky Public Service Commission ("Commission") all approvals required to make the acquisition. If the Commission approves the acquisition, BWUOC plans to assume ownership and operation of Persimmon Ridge WWTP on or around September 15, 2019.

7. BWUOC has contracted with a third-party firm to produce an engineering memorandum detailing the status of and repairs needed at Persimmon Ridge WWTP (Exhibit A). This report was submitted to the Cabinet on or about July 29, 2019.

8. If it receives all required Commission approvals, BWUOC has indicated to the Cabinet that it plans to make substantial repairs and/or upgrades to the facility to address the deficiencies noted in Exhibit A.

NOW THEREFORE, in the interest of providing corrective actions to Persimmon Ridge WWTP, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

9. BWUOC shall notify the Cabinet in writing that it has assumed ownership and operation of Persimmon Ridge WWTP within fifteen (15) days of acquiring the facility.

10. Within fifteen (15) days of assuming ownership and operation of the facility, BWUOC shall submit a "Change in Ownership Certification" to the Cabinet.

11. At all times, commencing with assuming ownership of the facility, BWUOC shall provide for proper operation and maintenance of the facility in accordance with 401 KAR 5.065 Section 2(1).

12. Following the initial ninety (90) days of its operation of the facility, BWUOC shall submit to the Cabinet for review and acceptance, a written Corrective Action Plan (hereinafter "CAP") to bring the facility into compliance with its KPDES permit and correct the deficiencies noted in Exhibit A. The CAP shall include, but not be limited to, an identification of actions BWUOC shall implement to ensure compliance that includes; proper operation and maintenance to its sewage treatment system, collection system, and disinfection unit. The CAP shall also include a list of all actions necessary to ensure the completion of upgrades to its facility including a list of completion dates for each action. Include in the CAP a final compliance date for completion of all remedial measures listed;

A. Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) decline and provide comments to the BWUOC identifying the deficiencies. Upon receipt of Cabinet comments, the BWUOC shall have ninety (90) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the BWUOC identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the BWUOC to be out of compliance with this Agreed Order for failure to timely submit the CAP. The parties to this Agreed Order may also agree in writing to further extend the period in which the BWUOC and the Cabinet accept a revised and resubmitted CAP.

B. The BWUOC may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

C. Upon Cabinet acceptance of all or any part of the CAP, the amended CAP or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order. This does not require an amendment request pursuant to paragraph 20 of this Agreed Order.

13. So long as BWUOC is in compliance with the terms and conditions of this Agreed Order, the Cabinet's Division of Enforcement agrees to hold any formal enforcement action for numeric permit parameter violations for the KPDES permit described in paragraph 4, in abeyance. Should BWUOC fail to comply with the terms and conditions of this Agreed Order, the Cabinet may seek formal enforcement action that would have otherwise been held in abeyance.

14. By the final compliance date in the accepted CAP, BWUOC shall be in full compliance with its KPDES permit.

15. All submittals required by the terms of this Agreed Order shall be submitted to: Division of Enforcement, Attention: Director, 300 Sower Blvd., Frankfort, Kentucky, 40601.

MISCELLANEOUS PROVISIONS

16. This Agreed Order shall be of no force and effect unless BWUOC assumes

ownership and operations of Persimmon Ridge WWTP.

17. This Agreed Order addresses only the items described above. Other than the matters agreed to by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and BWUOC reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and BWUOC reserves its defenses thereto.

18. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to BWUOC. BWUOC reserves its defenses thereto, except that BWUOC shall not use this Agreed Order as a defense.

19. BWUOC waives its right to any hearing on the matters admitted herein. However, failure by BWUOC to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

20. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. BWUOC may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

21. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that BWUOC's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, BWUOC shall remain solely responsible for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

22. BWUOC shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer.

23. This Agreed Order applies specifically and exclusively to the unique facilities referenced herein and is inapplicable to any other facility.

24. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

25. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which BWUOC is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then BWUOC is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

26. This Agreed Order shall terminate upon BWUOC's completion of all requirements described in this Agreed Order. BWUOC may submit written notice to the Cabinet when it believes

all requirements have been performed. The Cabinet shall notify BWUOC in writing whether it concurs that all requirements of this Agreed Order have been completed. The Cabinet reserves its right to enforce this Agreed Order, and BWUOC reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

CASE NO. DOW 19-3-0155

AGREED TO BY:




Josiah Cox, President
Bluegrass Water Utility Operating Company, LLC

8/14/17


Date

APPROVAL RECOMMENDED BY:



Michael B. Kroeger, Director
Division of Enforcement

8/27/19
Date



John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet

8/27/19
Date




R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

8/28/19
Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 3rd day of September, 2019.

ENERGY AND ENVIRONMENT CABINET


SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 3rd day of September, 2019.

Bluegrass Water Utility Operating Company, LLC
Attn: Jacon Freeman
500 NW Plaza Drive, Suite 500
Saint Ann, MO 63074

And mailed, messenger to:

Michael B. Kroeger, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Home II, Executive Director
Office of General Counsel
Energy and Environment Cabinet
300 Sower Blvd.
Frankfort, Kentucky 40601



DOCKET COORDINATOR

Distribution:

DOW
BGD
S:4
FBT

COMMONWEALTH OF KENTUCKY
ENERGY and ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Enforcement

NOTICE OF VIOLATION

To: Airview WWTP
Josiah Cox
500 Northwest Plaza Dr Ste 500

Saint Ann, MO 63074

AI Name: Airview WWTP **AI ID:** 1643 **Activity ID:** ENV20190003

County: Hardin

Enforcement Case ID:

Date(s) Violation(s) Observed: 09/27/2019

This is to advise that you are in violation of the provisions cited below:

1 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for CBOD. The permitted limit for CBOD is loading max. weekly avg., less than or equal to 17.25 lbs/day; and concentration 30-day avg., less than or equal to 25 mg/L; and concentration max. weekly avg., less than or equal to 37.5 mg/L. The facility reported the following: loading max. weekly avg. 26 lbs/day; and concentration 30-day avg. 46 mg/L; and concentration max. weekly avg. 110 mg/L for November 2018.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

2 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Residual Chlorine. The permitted limit for Total Residual Chlorine is concentration 30-day avg., less than or equal to .011 mg/L; and concentration daily max., less than or equal to .019 mg/L. The facility reported the following: concentration 30-day avg. 1.1 mg/L; and concentration daily max. 2.2 mg/L for February 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 3 Violation Description for Subject Item AIOO0000001643():
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Ammonia Nitrogen (as N). The permitted limit for Total Ammonia Nitrogen (as N) is concentration 30-day avg., less than or equal to 10 mg/L; and concentration daily max., less than or equal to 15 mg/L. The facility reported the following: concentration 30-day avg. 19.58 mg/L; and concentration daily max. 28 mg/L for March 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 4 Violation Description for Subject Item AIOO0000001643():
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for CBOD. The permitted limit for CBOD is loading max. weekly avg., less than or equal to 17.25 lbs/day; and concentration 30-day avg., less than or equal to 25 mg/L; and concentration max. weekly avg., less than or equal to 37.5 mg/L. The facility reported the following: loading max. weekly avg. 21 lbs/day; and concentration 30-day avg. 94 mg/L; and concentration max. weekly avg. 170 mg/L for March 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 5 Violation Description for Subject Item AIOO0000001643():
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Ammonia Nitrogen (as N). The permitted limit for Total Ammonia Nitrogen (as N) is loading daily max., less than or equal to 6.9 lbs/day; and concentration daily max., less than or equal to 15 mg/L. The facility reported the following: loading daily max. 8.41 lbs/day; and concentration daily max. 16 mg/L for November 2018.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 6 Violation Description for Subject Item AIOO0000001643():
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the

Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for E. Coli. The permitted limit for E. Coli is concentration 30-day geometric avg., less than or equal to 130 MPN/100 mL; and concentration 7-day geometric, less than or equal to 240 MPN/100 mL. The facility reported the following: concentration 30-day geometric avg. 2542 MPN/100 mL; and concentration 7-day geometric 60000 MPN/100 mL for February 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

7 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Residual Chlorine. The permitted limit for Total Residual Chlorine is concentration 30-day avg., less than or equal to .011 mg/L; and concentration daily max., less than or equal to .019 mg/L. The facility reported the following: concentration 30-day avg. 1.34 mg/L; and concentration daily max. 2.2 mg/L for January 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

8 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Ammonia Nitrogen (as N). The permitted limit for Total Ammonia Nitrogen (as N) is loading 30-day avg., less than or equal to 4.6 lbs/day; and loading daily max., less than or equal to 6.9 lbs/day; and concentration daily max., less than or equal to 15 mg/L. The facility reported the following: loading 30-day avg. less than 4.797 lbs/day; and loading daily max. 16.4 lbs/day; and concentration daily max. 16 mg/L for February 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

9 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the

rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Residual Chlorine. The permitted limit for Total Residual Chlorine is concentration 30-day avg., less than or equal to .011 mg/L; and concentration daily max., less than or equal to .019 mg/L. The facility reported the following: concentration 30-day avg. 2.2 mg/L; and concentration daily max. 2.2 mg/L for October 2018.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

0

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for E. Coli. The permitted limit for E. Coli is concentration 30-day geometric avg., less than or equal to 130 MPN/100 mL; and concentration 7-day geometric, less than or equal to 240 MPN/100 mL. The facility reported the following: concentration 30-day geometric avg. 4268 MPN/100 mL; and concentration 7-day geometric 60000 MPN/100 mL for January 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

1

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Residual Chlorine. The permitted limit for Total Residual Chlorine is concentration 30-day avg., less than or equal to .011 mg/L; and concentration daily max., less than or equal to .019 mg/L. The facility reported the following: concentration 30-day avg. 2.16 mg/L; and concentration daily max. 2.2 mg/L for November 2018.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

2

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the

rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Suspended Solids. The permitted limit for Total Suspended Solids is concentration 30-day avg., less than or equal to 30 mg/L; and concentration max. weekly avg., less than or equal to 45 mg/L. The facility reported the following: concentration 30-day avg. 38 mg/L; and concentration max. weekly avg. 61 mg/L for March 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

3

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for E. Coli. The permitted limit for E. Coli is concentration 30-day geometric avg., less than or equal to 130 MPN/100 mL; and concentration 7-day geometric, less than or equal to 240 MPN/100 mL. The facility reported the following: concentration 30-day geometric avg. 24735 MPN/100 mL; and concentration 7-day geometric 60000 MPN/100 mL for November 2018.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

4

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for CBOD. The permitted limit for CBOD is concentration max. weekly avg., less than or equal to 37.5 mg/L. The facility reported the following: concentration max. weekly avg. 38 mg/L for January 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

5

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this

chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for Total Residual Chlorine. The permitted limit for Total Residual Chlorine is concentration 30-day avg., less than or equal to .011 mg/L; and concentration daily max., less than or equal to .019 mg/L. The facility reported the following: concentration 30-day avg. less than .58 mg/L; and concentration daily max. 2.2 mg/L for March 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

6

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for CBOD. The permitted limit for CBOD is concentration 30-day avg., less than or equal to 25 mg/L; and concentration max. weekly avg., less than or equal to 37.5 mg/L. The facility reported the following: concentration 30-day avg. less than 32 mg/L; and concentration max. weekly avg. 78 mg/L for February 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

7

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), as adopted by 401 KAR 5:065, Section 2(1), by failing to comply with the terms and conditions of KPDES Permit No. KY0045390, monitoring point 001-1, for E. Coli. The permitted limit for E. Coli is concentration 30-day geometric avg., less than or equal to 130 MPN/100 mL; and concentration 7-day geometric, less than or equal to 240 MPN/100 mL. The facility reported the following: concentration 30-day geometric avg. 22578 MPN/100 mL; and concentration 7-day geometric 60000 MPN/100 mL for March 2019.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

1 Violation Description for Subject Item AIOO0000001643():

8

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this

chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), which cites to 401 KAR 5:065, Section 2(1), by failing to comply with the monitoring and reporting requirements specified in KPDES Permit No. KY0045390, during the May 2019 monitoring period, for the following monitoring point(s): 001-1.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 1
9 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), which cites to 401 KAR 5:065, Section 2(1), by failing to comply with the monitoring and reporting requirements specified in KPDES Permit No. KY0045390, during the April 2019 monitoring period, for the following monitoring point(s): 001-1.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

- 2
0 Violation Description for Subject Item AIOO0000001643():

No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 40 CFR 122.41(a), which cites to 401 KAR 5:065, Section 2(1), by failing to comply with the monitoring and reporting requirements specified in KPDES Permit No. KY0045390, during the June 2019 monitoring period, for the following monitoring point(s): 001-1.

The remedial measure(s), and date(s) to be completed by are as follows:

The permittee shall comply with the terms and conditions of the KPDES Permit. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection
Division of Enforcement
300 Sower Blvd
Frankfort, KY 40601
502-782-6859 (8:00 AM – 4:30 PM)



Issued By:

Michael B. Kroeger, Director
Date: October 3, 2019

Airview WWTP
Josiah Cox
500 Northwest Plaza Dr Ste 500

Saint Ann, MO 63074

BG - Persimmon Ridge - NPDES KY0090956

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	9/1/2019	9/30/2019	9/19/2019			Monitor Only		
pH	9/1/2019	9/30/2019	9/19/2019		7.43	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/19/2019		N/A	<11.8 lbs/day		
CBOD5 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/19/2019		N/A	<17.8 lbs/day		
CBOD5 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		4.00	<10 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		4.00	<15 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/19/2019		N/A	<35.5 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/19/2019		N/A	<53.3 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		6.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		6.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/19/2019		N/A	<2.4 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/19/2019		N/A	<3.6 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		0.20	<2.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		0.20	<3.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/19/2019		N/A	<5.9 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/19/2019		N/A	<8.9 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		N/A	<5.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		N/A	<7.5 mg/L		
Dissolved Oxygen (DO)	9/1/2019	9/30/2019	9/19/2019		8.00	>7.0	Yes	
E. Coli (Monthly Avg)	9/1/2019	9/30/2019	9/19/2019		1.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	9/1/2019	9/30/2019	9/19/2019		1.00	<240 #100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/19/2019		0.01	<0.019 mg/L	Yes	
Total Phosphorus (TP)	9/1/2019	9/30/2019	9/19/2019		3.60	Report		
Total Nitrogen	9/1/2019	9/30/2019	9/19/2019		2.90	Report		
Flow	10/1/2019	10/31/2019	10/3/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/3/2019		7.35	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/3/2019		N/A	<11.8 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/3/2019		N/A	<17.8 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		5.00	<10 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		5.00	<15 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/3/2019		N/A	<35.5 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/3/2019		N/A	<53.3 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		6.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		6.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/3/2019		N/A	<2.4 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/3/2019		N/A	<3.6 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		0.20	<2.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		0.20	<3.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/3/2019		N/A	<5.9 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/3/2019		N/A	<8.9 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		N/A	<5.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		N/A	<7.5 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/3/2019		8.10	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/3/2019		1.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/3/2019		1.00	<240 #100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/3/2019		0.01	<0.019 mg/L	Yes	
Total Phosphorus (TP)	10/1/2019	10/31/2019	10/3/2019		4.11	Report		
Total Nitrogen	10/1/2019	10/31/2019	10/3/2019		2.70	Report		
Flow	10/1/2019	10/31/2019	10/17/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/17/2019		7.30	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/17/2019		N/A	<11.8 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/17/2019		N/A	<17.8 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		4.00	<10 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		4.00	<15 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/17/2019		N/A	<35.5 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/17/2019		N/A	<53.3 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		6.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		6.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/17/2019		N/A	<2.4 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/17/2019		N/A	<3.6 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		0.20	<2.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		0.20	<3.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/17/2019		N/A	<5.9 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/17/2019		N/A	<8.9 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		N/A	<5.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		N/A	<7.5 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/17/2019		9.41	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/17/2019		1.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/17/2019		1.00	<240 #100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/17/2019		0.01	<0.019 mg/L	Yes	
Total Phosphorus (TP)	10/1/2019	10/31/2019	10/17/2019		4.53	Report		
Total Nitrogen	10/1/2019	10/31/2019	10/17/2019		2.6	Report		

BG - LH - NPDES KY0081591

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	10/1/2019	10/31/2019	10/10/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/10/2019		7.13	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<25.0 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<37.53 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		8.00	<30 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		8.00	<45 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<25.0 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<37.53 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		14.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		14.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<3.34 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<5.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.20	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.20	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<8.34 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<12.5 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/10/2019		8.72	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/10/2019		6.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/10/2019		6.00	<240 #/100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.01	<0.019 mg/L	Yes	

BG - Lake Columbia - NPDES KY0077674

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	9/1/2019	9/30/2019	9/27/2019			Monitor Only		
pH	9/1/2019	9/30/2019	9/27/2019		7.07	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<3.00 lbs/day		
CBOD5 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<4.50 lbs/day		
CBOD5 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		19.00	<30 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		19.00	<45 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<3.00 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<4.50 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		19.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		19.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<0.40 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<0.60 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		0.80	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		0.80	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.00 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.50 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	9/1/2019	9/30/2019	9/27/2019		8.60	>7.0	Yes	
E. Coli (Monthly Avg)	9/1/2019	9/30/2019	9/27/2019		60000.00	<130 #/100mL	No	
E. Coli (Weekly Avg)	9/1/2019	9/30/2019	9/27/2019		60000.00	<240 #100mL	No	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		0.01	<0.019 mg/L	Yes	
Total Phosphorus	9/1/2019	9/30/2019	9/27/2019		1.71	Report		
Total Nitrogen	9/1/2019	9/30/2019	9/27/2019		9.40	Report		
Flow	10/1/2019	10/31/2019	10/11/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/11/2019		7.51	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<3.00 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<4.50 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		12.00	<30 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		12.00	<45 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<3.00 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<4.50 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		88.00	<30 mg/L	No	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		88.00	<45 mg/L	No	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<0.40 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<0.60 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		0.40	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		0.40	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<1.00 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<1.50 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/11/2019		7.20	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/11/2019		27.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/11/2019		27.00	<240 #100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		0.01	<0.019 mg/L	Yes	
Total Phosphorus	10/1/2019	10/31/2019	10/11/2019		2.09	Report		
Total Nitrogen	10/1/2019	10/31/2019	10/11/2019		6.80	Report		

BG - Kingswood - NPDES KY0101419

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	9/1/2019	9/30/2019	9/27/2019			Monitor Only		
pH	9/1/2019	9/30/2019	9/27/2019		7.11	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<2.67 lbs/day		
CBOD5 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<4.0 lbs/day		
CBOD5 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		7.00	<20 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		7.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<10.00 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<15.0 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		17.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		17.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<0.67 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		4.10	<4.0 mg/L	No	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		4.10	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.33 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<2.0 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	9/1/2019	9/30/2019	9/27/2019		7.90	>7.0	Yes	
E. Coli (Monthly Avg)	9/1/2019	9/30/2019	9/27/2019		28.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	9/1/2019	9/30/2019	9/27/2019		28.00	<240 #100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			<0.011mg/L		
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			<0.019 mg/L		
Total Phosphorus	9/1/2019	9/30/2019	9/27/2019			Report		
Total Nitrogen	9/1/2019	9/30/2019	9/27/2019			Report		
Flow	10/1/2019	10/31/2019	10/11/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/11/2019		6.90	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<2.67 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<4.0 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		8.00	<20 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		8.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<10.00 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<15.0 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		16.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		16.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<0.67 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<1.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		1.60	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		1.60	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/11/2019		N/A	<1.33 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/11/2019		N/A	<2.0 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/11/2019		8.40	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/11/2019		148.00	<130 #/100mL	No	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/11/2019		148.00	<240 #100mL	No	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019			<0.011mg/L		
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/11/2019			<0.019 mg/L		
Total Phosphorus	10/1/2019	10/31/2019	10/11/2019			Report		
Total Nitrogen	10/1/2019	10/31/2019	10/11/2019			Report		

BG - Fox Run - NPDES KY0086967

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	9/1/2019	9/30/2019	9/27/2019			Monitor Only		
pH	9/1/2019	9/30/2019	9/27/2019		6.63	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<5.0 lbs/day		
CBOD5 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<7.5 lbs/day		
CBOD5 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		9.00	<30 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		9.00	<45 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<5.00 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<7.50 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		16.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		16.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<0.67 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		3.70	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		3.70	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.67 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<2.5 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	9/1/2019	9/30/2019	9/27/2019		8.24	>7.0	Yes	
E. Coli (Monthly Avg)	9/1/2019	9/30/2019	9/27/2019		60000.00	<130 #/100mL	No	
E. Coli (Weekly Avg)	9/1/2019	9/30/2019	9/27/2019		60000.00	<240 #100mL	No	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		0.01	<0.019 mg/L	Yes	
Flow	10/1/2019	10/31/2019	10/10/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/10/2019		6.00	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<5.0 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<7.5 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		23.00	<30 mg/L	Yes	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		23.00	<45 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<5.00 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<7.50 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		21.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		21.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<0.67 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<1.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.50	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.50	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<1.67 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<2.5 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		N/A	<10 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		N/A	<15 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/10/2019		9.00	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/10/2019		1.00	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/10/2019		1.00	<240 #100mL	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.01	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		0.01	<0.019 mg/L	Yes	

BG - Great Oaks - NPDES KY0080845

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	10/1/2019	10/31/2019	10/10/2019	11/19/2019	0.02	Monitor Only		
pH	10/1/2019	10/31/2019	10/10/2019	11/19/2019	7.44	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<5.84 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<8.76 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	35.00	<10 mg/L	No	
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	35.00	<15 mg/L	No	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<17.5 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<26.3 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	6.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	6.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<2.34 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<3.50 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	14.00	<4.0 mg/L	No	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	14.00	<6.0 mg/L	No	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<5.84 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<8.76 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<10.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	N/A	<15.0 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	7.10	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	>2419.6	<130 #/100mL	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	>2419.6	<240 #100mL		
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	0.10	<0.011mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019	11/19/2019	0.10	<0.019 mg/L	Yes	

BG - Golden Acres - NPDES KY0044164

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	10/1/2019	12/31/2019	10/1/2019	11/19/2019		Monitor Only		
pH	10/1/2019	12/31/2019	10/1/2019	11/19/2019	6.76	6.0-9.0	Yes	
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<5.22 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<7.82 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	110.00	<25 mg/L	No	
CBOD5 (Weekly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	110.00	<37.5 mg/L	No	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<6.26 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<9.39 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	72.00	<30 mg/L	No	
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	72.00	<45 mg/L	No	
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<0.83 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<1.25 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	32.00	<4.0 mg/L	No	
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	32.00	<6.0 mg/L	No	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<2.09 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<3.13 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<10.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	N/A	<15.0 mg/L		
Dissolved Oxygen (DO)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	1.80	>7.0	Yes	
E. Coli (Monthly Avg)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	>2419.6	<130 #/100mL		
E. Coli (Weekly Avg)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	>2419.6	<240 #100mL		
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	0.02	<0.011mg/L	No	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	12/31/2019	10/1/2019	11/19/2019	0.02	<0.019 mg/L	No	

BG - Brocklyn - NPDES KY0081299

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	9/1/2019	9/30/2019	9/27/2019			Monitor Only		
pH	9/1/2019	9/30/2019	9/27/2019			7.25	6.0-9.0	Yes
CBOD5 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<3.34 lbs/day		
CBOD5 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<5.0 lbs/day		
CBOD5 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			11.00	<10 mg/L	No
CBOD5 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			11.00	<15 mg/L	No
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<10.0 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<15.0 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			8.00	<30 mg/L	Yes
Total Suspended Solids(TSS) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			8.00	<45 mg/L	Yes
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<0.67 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			2.70	<2.0 mg/L	No
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			2.70	<3.0 mg/L	Yes
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	9/1/2019	9/30/2019	9/27/2019		N/A	<1.67 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	9/1/2019	9/30/2019	9/27/2019		N/A	<2.5 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<5.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019		N/A	<7.5 mg/L		
Dissolved Oxygen (DO)	9/1/2019	9/30/2019	9/27/2019			7.00	>7.0	Y/N
E. Coli (Monthly Avg)	9/1/2019	9/30/2019	9/27/2019			60000.00	<130 #/100mL	No
E. Coli (Weekly Avg)	9/1/2019	9/30/2019	9/27/2019			60000.00	<240 #100mL	No
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			0.01	<0.011mg/L	Yes
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	9/1/2019	9/30/2019	9/27/2019			0.01	<0.019 mg/L	Yes
Flow	10/1/2019	10/31/2019	10/10/2019			Monitor Only		
pH	10/1/2019	10/31/2019	10/10/2019			7.14	6.0-9.0	Yes
CBOD5 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<3.34 lbs/day		
CBOD5 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<5.0 lbs/day		
CBOD5 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			6.00	<10 mg/L	Yes
CBOD5 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			6.00	<15 mg/L	Yes
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<10.0 lbs/day		
Total Suspended Solids(TSS) (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<15.0 lbs/day		
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			19.00	<30 mg/L	Yes
Total Suspended Solids(TSS) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			19.00	<45 mg/L	Yes
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<0.67 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<1.0 lbs/day		
Ammonia (as mg/L NH3N) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			0.20	<2.0 mg/L	Yes
Ammonia (as mg/L NH3N) May1-Oct 31(Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			0.20	<3.0 mg/L	Yes
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/31/2019	10/10/2019		N/A	<1.67 lbs/day		
Ammonia Nov 1-April 30 (Weekly Avg lbs/day)	10/1/2019	10/31/2019	10/10/2019		N/A	<2.5 lbs/day		
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		N/A	<5.0 mg/L		
Ammonia Nov 1-April 30 (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019		N/A	<7.5 mg/L		
Dissolved Oxygen (DO)	10/1/2019	10/31/2019	10/10/2019			6.75	>7.0	No
E. Coli (Monthly Avg)	10/1/2019	10/31/2019	10/10/2019			291.00	<130 #/100mL	No
E. Coli (Weekly Avg)	10/1/2019	10/31/2019	10/10/2019			291.00	<240 #100mL	No
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			0.01	<0.011mg/L	Yes
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/31/2019	10/10/2019			0.01	<0.019 mg/L	Yes

BG - Airview - NPDES KY0045390

Testing Documentation

Test Type	Test Period Start Date	Test Period End Date	Sample Date	Date Received	Result	Limit	Compliance	Notes
Flow	9/23/2019	9/23/2019	9/23/2019					Monitor Only
pH	9/23/2019	9/23/2019	9/23/2019		5.86	9-9.0	No	
CBODs (Monthly Avg lbs./Day)	9/23/2019	9/23/2019	9/23/2019		N/A	<11.5 lbs/day	Yes	
CBODs (Daily Max lbs/day)	9/23/2019	9/23/2019	9/23/2019		N/A	<17.25 lbs/day	Yes	
CBODs (Monthly Avg mg/L)	9/23/2019	9/23/2019	9/23/2019		18.00	<25 mg/L	Yes	
CBODs (Daily Max mg/L)	9/23/2019	9/23/2019	9/23/2019		18.00	<37.5 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	9/23/2019	9/23/2019	9/23/2019		N/A	<13.8 lbs/day	Yes	
Total Suspended Solids(TSS) (Daily Max lbs/day)	9/23/2019	9/23/2019	9/23/2019		N/A	<20.7 lbs/day	Yes	
Total Suspended Solids(TSS) (Monthly Avg mg/L)	9/23/2019	9/23/2019	9/23/2019		20.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Daily Max mg/L)	9/23/2019	9/23/2019	9/23/2019		20.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg lbs./D)	9/23/2019	9/23/2019	9/23/2019		N/A	<1.84 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max lbs/day)	9/23/2019	9/23/2019	9/23/2019		N/A	<2.76 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg mg/L)	9/23/2019	9/23/2019	9/23/2019		0.90	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max mg/L)	9/23/2019	9/23/2019	9/23/2019		0.90	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	9/23/2019	9/23/2019	9/23/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Daily Max lbs/day)	9/23/2019	9/23/2019	9/23/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	9/23/2019	9/23/2019	9/23/2019		N/A	<10.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Daily Max mg/L)	9/23/2019	9/23/2019	9/23/2019		N/A	<15.0 mg/L	Yes	
Dissolved Oxygen (DO)	9/23/2019	9/23/2019	9/23/2019		6.37	0	No	
E. Coli (Monthly Avg)	9/23/2019	9/23/2019	9/23/2019		60000.00	<130 #/100ml	No	
E. Coli (Weekly Avg)	9/23/2019	9/23/2019	9/23/2019		60000.00	<240 #100ml	No	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	9/23/2019	9/23/2019	9/23/2019		0.07	<0.01mg/L	No	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	9/23/2019	9/23/2019	9/23/2019		0.07	<0.019 mg/L	No	
Flow	10/1/2019	10/1/2019	10/1/2019					Monitor Only
pH	10/1/2019	10/1/2019	10/1/2019		7.40	9-9.0	Yes	
CBODs (Monthly Avg lbs./Day)	10/1/2019	10/1/2019	10/1/2019		N/A	<11.5 lbs/day	Yes	
CBODs (Daily Max lbs/day)	10/1/2019	10/1/2019	10/1/2019		N/A	<17.25 lbs/day	Yes	
CBODs (Monthly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		9.00	<25 mg/L	Yes	
CBODs (Daily Max mg/L)	10/1/2019	10/1/2019	10/1/2019		9.00	<37.5 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/1/2019	10/1/2019	10/1/2019		N/A	<13.8 lbs/day	Yes	
Total Suspended Solids(TSS) (Daily Max lbs/day)	10/1/2019	10/1/2019	10/1/2019		N/A	<20.7 lbs/day	Yes	
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		29.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Daily Max mg/L)	10/1/2019	10/1/2019	10/1/2019		29.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg lbs./D)	10/1/2019	10/1/2019	10/1/2019		N/A	<1.84 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max lbs/day)	10/1/2019	10/1/2019	10/1/2019		N/A	<2.76 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		1.80	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max mg/L)	10/1/2019	10/1/2019	10/1/2019		1.80	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/1/2019	10/1/2019	10/1/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Daily Max lbs/day)	10/1/2019	10/1/2019	10/1/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		N/A	<10.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Daily Max mg/L)	10/1/2019	10/1/2019	10/1/2019		N/A	<15.0 mg/L	Yes	
Dissolved Oxygen (DO)	10/1/2019	10/1/2019	10/1/2019		7.20	0	Yes	
E. Coli (Monthly Avg)	10/1/2019	10/1/2019	10/1/2019		60000.00	<130 #/100ml	Yes	
E. Coli (Weekly Avg)	10/1/2019	10/1/2019	10/1/2019		60000.00	<240 #100ml	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		16.00	<240 #100ml	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		0.01	<0.01mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/1/2019	10/1/2019	10/1/2019		0.01	<0.019 mg/L	Yes	
Flow	10/5/2019	10/5/2019	10/5/2019					Monitor Only
pH	10/5/2019	10/5/2019	10/5/2019		7.55	9-9.0	Yes	
CBODs (Monthly Avg lbs./Day)	10/5/2019	10/5/2019	10/5/2019		N/A	<11.5 lbs/day	Yes	
CBODs (Daily Max lbs/day)	10/5/2019	10/5/2019	10/5/2019		N/A	<17.25 lbs/day	Yes	
CBODs (Monthly Avg mg/L)	10/5/2019	10/5/2019	10/5/2019		15.00	<25 mg/L	Yes	
CBODs (Daily Max mg/L)	10/5/2019	10/5/2019	10/5/2019		15.00	<37.5 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/5/2019	10/5/2019	10/5/2019		N/A	<13.8 lbs/day	Yes	
Total Suspended Solids(TSS) (Daily Max lbs/day)	10/5/2019	10/5/2019	10/5/2019		N/A	<20.7 lbs/day	Yes	
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/5/2019	10/5/2019	10/5/2019		60.00	<30 mg/L	No	
Total Suspended Solids(TSS) (Daily Max mg/L)	10/5/2019	10/5/2019	10/5/2019		60.00	<45 mg/L	No	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg lbs./D)	10/5/2019	10/5/2019	10/5/2019		N/A	<1.84 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max lbs/day)	10/5/2019	10/5/2019	10/5/2019		N/A	<2.76 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg mg/L)	10/5/2019	10/5/2019	10/5/2019		1.40	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max mg/L)	10/5/2019	10/5/2019	10/5/2019		1.40	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/5/2019	10/5/2019	10/5/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Daily Max lbs/day)	10/5/2019	10/5/2019	10/5/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/5/2019	10/5/2019	10/5/2019		N/A	<10.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Daily Max mg/L)	10/5/2019	10/5/2019	10/5/2019		N/A	<15.0 mg/L	Yes	
Dissolved Oxygen (DO)	10/5/2019	10/5/2019	10/5/2019		8.90	0	Yes	
E. Coli (Monthly Avg)	10/5/2019	10/5/2019	10/5/2019		60000.00	<130 #/100ml	No	
E. Coli (Weekly Avg)	10/5/2019	10/5/2019	10/5/2019		60000.00	<240 #100ml	No	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/5/2019	10/5/2019	10/5/2019		0.13	<0.01mg/L	No	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/5/2019	10/5/2019	10/5/2019		0.13	<0.019 mg/L	Yes	
Flow	10/12/2019	10/12/2019	10/12/2019					Monitor Only
pH	10/12/2019	10/12/2019	10/12/2019		7.64	9-9.0	Yes	
CBODs (Monthly Avg lbs./Day)	10/12/2019	10/12/2019	10/12/2019		N/A	<11.5 lbs/day	Yes	
CBODs (Daily Max lbs/day)	10/12/2019	10/12/2019	10/12/2019		N/A	<17.25 lbs/day	Yes	
CBODs (Monthly Avg mg/L)	10/12/2019	10/12/2019	10/12/2019		8.00	<25 mg/L	Yes	
CBODs (Daily Max mg/L)	10/12/2019	10/12/2019	10/12/2019		8.00	<37.5 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/12/2019	10/12/2019	10/12/2019		N/A	<13.8 lbs/day	Yes	
Total Suspended Solids(TSS) (Daily Max lbs/day)	10/12/2019	10/12/2019	10/12/2019		N/A	<20.7 lbs/day	Yes	
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/12/2019	10/12/2019	10/12/2019		18.00	<30 mg/L	Yes	
Total Suspended Solids(TSS) (Daily Max mg/L)	10/12/2019	10/12/2019	10/12/2019		18.00	<45 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg lbs./D)	10/12/2019	10/12/2019	10/12/2019		N/A	<1.84 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max lbs/day)	10/12/2019	10/12/2019	10/12/2019		N/A	<2.76 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg mg/L)	10/12/2019	10/12/2019	10/12/2019		0.20	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max mg/L)	10/12/2019	10/12/2019	10/12/2019		0.20	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/12/2019	10/12/2019	10/12/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Daily Max lbs/day)	10/12/2019	10/12/2019	10/12/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/12/2019	10/12/2019	10/12/2019		N/A	<10.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Daily Max mg/L)	10/12/2019	10/12/2019	10/12/2019		N/A	<15.0 mg/L	Yes	
Dissolved Oxygen (DO)	10/12/2019	10/12/2019	10/12/2019		8.30	0	Yes	
E. Coli (Monthly Avg)	10/12/2019	10/12/2019	10/12/2019		69.00	<130 #/100ml	Yes	
E. Coli (Weekly Avg)	10/12/2019	10/12/2019	10/12/2019		69.00	<240 #100ml	Yes	
Total Residual Chlorine (TRC) (Monthly Avg mg/L)	10/12/2019	10/12/2019	10/12/2019		1.78	<0.01mg/L	Yes	
Total Residual Chlorine (TRC) (Weekly Avg mg/L)	10/12/2019	10/12/2019	10/12/2019		1.78	<0.019 mg/L	No	
Flow	10/19/2019	10/19/2019	10/19/2019					Monitor Only
pH	10/19/2019	10/19/2019	10/19/2019		7.56	9-9.0	Yes	
CBODs (Monthly Avg lbs./Day)	10/19/2019	10/19/2019	10/19/2019		N/A	<11.5 lbs/day	Yes	
CBODs (Daily Max lbs/day)	10/19/2019	10/19/2019	10/19/2019		N/A	<17.25 lbs/day	Yes	
CBODs (Monthly Avg mg/L)	10/19/2019	10/19/2019	10/19/2019		13.00	<25 mg/L	Yes	
CBODs (Daily Max mg/L)	10/19/2019	10/19/2019	10/19/2019		13.00	<37.5 mg/L	Yes	
Total Suspended Solids(TSS) (Monthly Avg lbs./Day)	10/19/2019	10/19/2019	10/19/2019		N/A	<13.8 lbs/day	Yes	
Total Suspended Solids(TSS) (Daily Max lbs/day)	10/19/2019	10/19/2019	10/19/2019		N/A	<20.7 lbs/day	Yes	
Total Suspended Solids(TSS) (Monthly Avg mg/L)	10/19/2019	10/19/2019	10/19/2019		47.00	<30 mg/L	No	
Total Suspended Solids(TSS) (Daily Max mg/L)	10/19/2019	10/19/2019	10/19/2019		47.00	<45 mg/L	No	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg lbs./D)	10/19/2019	10/19/2019	10/19/2019		N/A	<1.84 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max lbs/day)	10/19/2019	10/19/2019	10/19/2019		N/A	<2.76 lbs/day	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Monthly Avg mg/L)	10/19/2019	10/19/2019	10/19/2019		0.40	<4.0 mg/L	Yes	
Ammonia (as mg/L NH3) May1-Oct 31 (Daily Max mg/L)	10/19/2019	10/19/2019	10/19/2019		0.40	<6.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Monthly Avg lbs./Day)	10/19/2019	10/19/2019	10/19/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Daily Max lbs/day)	10/19/2019	10/19/2019	10/19/2019		N/A	<6.9 lbs/day	Yes	
Ammonia Nov 1-April 30 (Monthly Avg mg/L)	10/19/2019	10/19/2019	10/19/2019		N/A	<10.0 mg/L	Yes	
Ammonia Nov 1-April 30 (Daily								