

**BASS, BERRY & SIMS PLC**  
*Attorneys at Law*

A PROFESSIONAL LIMITED LIABILITY COMPANY

AmSouth Center, 315 Deaderick Street, Suite 2700  
Nashville, Tennessee 37238-3001  
(615) 742-6200

**George H. Masterson**

PHONE: (615) 742-6263  
FAX: (615) 742-2763  
E-MAIL: gmasterson@bassberry.com

December 7, 2006

**HAND DELIVERY**

The Honorable Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

**Re: Petition of Tennessee-American Water Company for Approval of and  
Authority To Borrow Up to \$44,900,000**

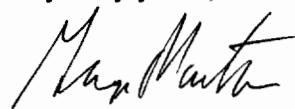
Dear Chairman Kyle:

Enclosed for filing with the Tennessee Regulatory Authority are one original and thirteen copies of the Petition of Tennessee-American Water Company for Approval of and Authority to Borrow Up To \$44,900,000. Also enclosed is our firm check in the amount of \$25.00 in payment of the filing fee.

Please date-stamp the enclosed extra copy and return it to our courier.

Please do not hesitate to contact me if you have any questions concerning this filing.

Very truly yours,



George H. Masterson

GHM/ch  
Enclosures  
cc: Michael A. Miller

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

Nashville, Tennessee

IN RE: PETITION OF TENNESSEE-AMERICAN )  
WATER COMPANY FOR APPROVAL OF )  
AND AUTHORITY TO BORROW UP TO )  
\$44,900,000 TO REFINANCE OUTSTANDING )  
INDEBTEDNESS AND FINANCE ADDITIONS )  
AND IMPROVEMENTS TO FACILITIES )  
AND ACQUISITIONS AND TO REPAY )  
SHORT-TERM INDEBTEDNESS PURSUANT )  
TO T.C.A. § 65-4-109 )

Docket No. \_\_\_\_\_

PETITION

Comes the Petitioner, Tennessee-American Water Company ("Company") and respectfully represents and shows to the Tennessee Regulatory Authority ("Authority") as follows:

1. The Company is a Tennessee corporation with its principal office and place of business in the City of Chattanooga, Hamilton County, Tennessee. It is a public utility as defined in T.C.A. § 65-4-101 and is engaged in the business of rendering water utility services in and adjacent to the City of Chattanooga and in other municipalities in Hamilton and Marion Counties in Tennessee, and in certain areas in Catoosa, Dade and Walker Counties, Georgia. The Company is a wholly-owned subsidiary of American Water Works Company, Inc. ("AWWC").

2. The Company owns, operates, manages and controls plants, property, equipment and facilities having an original cost of \$181,079,671.000 as of October 27, 2006 within and adjacent to the City of Chattanooga which are used and useful in the collection, purification, pumping, distribution and furnishing of potable water for residential, commercial, industrial and governmental users in service territory. The Company currently serves approximately 74,000 customers in Tennessee and Georgia. The Company is subject to the jurisdiction, regulation and supervision of the Authority pursuant to Chapter 4 of Title 65 of the Tennessee Code Annotated.

3. The capitalization of the Company at October 27, 2006 is shown on Exhibit 1, attached hereto.

4. The long-term debt of the Company at October 27, 2006 includes three outstanding series of general mortgage bonds ("General Mortgage Bonds") issued under and secured by an Indenture of Mortgage dated as of May 1, 1968 from The City Water Company of Chattanooga (now the Company) to The Fidelity Bank (now Wachovia Bank, National Association), as Trustee ("Trustee"), as supplemented and amended by thirteen supplemental indentures thereto dated, respectively, as of February 1, 1971; August 1, 1972; November 1, 1975; June 1, 1978; October 1, 1979; March 1, 1982; January 1, 1983; May 1, 1988; December 1, 1989; September 1, 1990; June 1, 1992; June 1, 1993; and September 1, 1996 (hereinafter collectively the Indenture), as follows:

<u>LONG-TERM DEBT</u>	<u>MATURITY DATE</u>	<u>AMOUNT OUTSTANDING</u>
9.25% Series	December 1, 2019	\$ 2,500,000
7.84% Series	September 1, 2026	\$ 5,700,000
6.50% Series	June 1, 2008	\$ 6,500,000
		<u>\$14,700,000</u>

5. All series of General Mortgage Bonds and all classes of capital stock of the Company outstanding at October 27, 2006 were duly authorized by Orders of the Authority (or its predecessor, the Tennessee Public Service Commission) heretofore entered on the basis of previous proceedings conducted by it relative thereto.

6. As an alternative to the General Mortgage Bond financing described above, on June 15, 2000, the Company entered into a nonexclusive Financial Services Agreement (the "Services Agreement") with American Water Capital Corp. ("AWCC"), also a wholly-owned subsidiary of AWWC, subject to Authority approval, in the form attached hereto as Exhibit 2.

Pursuant to the Services Agreement, AWCC periodically solicits from the Company and each of AWWC's other utility subsidiaries estimates of their needs for long-term financing. On the basis of that information, AWCC registers its own debt securities (the "AWCC Securities") for sale in the U.S. public/private capital markets. These debt securities are obligations of AWCC, but AWWC issues a "support letter" for the benefit of the holders of such debt securities. From time to time thereafter, as the Company needs a portion of its long-term financing needs funded, AWCC sells portions of the AWCC Securities in the U.S. public/private capital markets, or to an investor or lender, and loans the proceeds of the sale of those AWCC Securities to the Company. The loans from AWCC to the Company are on terms (e.g., interest rate, redemption premium, sinking fund requirement, maturity) identical to the terms of the securities sold in the public markets by AWCC and will be evidenced by a written note. The Services Agreement obligates the Company to pay all of the AWCC's costs related to the AWCC Securities issued to fund the loan to the Company, plus, along with the other participating operation subsidiaries, its proportionate share of AWCC's overhead.

7. The Services Agreement also provides that the Company may utilize AWCC to meet its short-term (maturity of less than one-year) borrowing requirements through advances funded by a syndicated credit facility arranged by AWCC and its cash management needs.

8. The Company's participation in the AWCC borrowing program does not preclude it from borrowing from third parties. The Company is not required to borrow any amount from AWCC. Further, the Company may terminate its participation in the AWCC borrowing program upon ten day's written notice.

9. Pursuant to the Company's petition, by order dated October 10, 2000, in Docket No. 00-00637, a copy of which is attached hereto as Exhibit 3 (the "Original Authority Order"),

the Authority approved the issuance by the Company to AWCC of notes or debentures (the "Company Securities") in an aggregate outstanding principal amount of \$30,100,000 from time to time prior to December 31, 2005, the proceeds of which were used to (a) refinance outstanding General Mortgage Bonds, (b) finance additions and improvements to the Company's plants, property, equipment and facilities and acquisitions and (c) to repay short-term borrowings.

10. Pursuant to the Original Authority Order, the Company has heretofore issued the following long-term Company Securities to AWCC:

<u>DATE OF ISSUE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>AMOUNT OUTSTANDING</u>
March 29, 2001	6.87%	March 29, 2011	\$ 5,100,000
March 1, 2004	4.75%	March 1, 2014	\$19,000,000

11. Subject to the authorization of the Authority, the Company proposes to continue its participation in the AWCC program and to issue Company Securities in an aggregate principal amount of up to \$44,900,000 from time to time to refinance outstanding indebtedness and to finance the acquisition of additional facilities. The terms of the Company Securities will include the following:

- a. Title of the Securities: AWCC Securities.
- b. Aggregate Principal Amount to be Issued: Up to an aggregate amount of \$44,900,000.
- c. Expected Date of Issue: It is anticipated that the first issue of Company Securities will occur on or about January 1, 2007, and as required thereafter through December 31, 2008.
- d. Date of Maturity: The maturity of the Company Securities will not be more than 50 years from the nominal date of issue, with the expectation that the maturity dates will be from 1 to 35 years, depending upon market conditions.
- e. Interest Rate(s): The interest rates on the Company Securities will be the same as those borne by the AWCC Securities from which the Company

Securities were funded and will be determined by market conditions at the time of issuance. It is anticipated that the AWCC Securities will be sold carrying an interest rate spread of approximately 200 basis points above the interest rate borne by corresponding United States Treasury securities, based upon current market conditions.

- f. Interest Payment Dates: Interest on the Company Securities will be payable to coincide with the dates as AWCC must pay its corresponding interest payment on the related AWCC Securities.
- g. Callability and Conversion Provisions: The Company Securities will have the same callability and conversion features as AWCC obtains in connection with one related AWCC Securities, including provisions for redemption of the option of AWCC (and, therefore, of the Company) or tender at the option of the purchasers as may be negotiated with the agent or purchaser(s) of the AWCC Securities. The Company Securities will have no conversion features.
- h. Sinking or Other Fund Provisions: The Company Securities will reflect whatever terms AWCC can obtain in connection with that sale of the related AWCC Securities.
- i. Purpose: The purpose for which the Company proposes to issue the Company Securities is to refinance or repay the General Mortgage Bonds described above and finance additions and improvements to the Company's plants, property, equipment and facilities and acquisitions, and to repay short-term borrowings.

12. The program for financing set out in this petition:

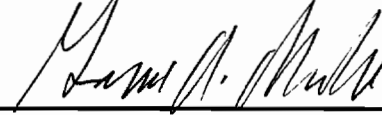
- (a) the purposes for which the funds derived therefrom will be used are in the best interests of the Company and the customers that it serves;
- (b) provides terms and conditions for the financing that are the best available at this time; and
- (c) is in accordance with and within the authority of the Authority pursuant to T.C.A. Section 65-4-109 and should, therefore, be approved.

PREMISES CONSIDERED, PETITIONER PRAYS THAT THE COMPANY BE AUTHORIZED TO:

- 1. Issue the Company Securities to AWCC from time to time, as described in this Petition;
- 2. Use the cash proceeds arising from such issuance for the purposes set forth in this Petition; and

3. Have such other relief as it might be entitled to in this cause.

Respectfully submitted,



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R. Dale Grimes, Esq.

George H. Masterson, Esq.

Bass, Berry & Sims PLC

315 Deaderick Street, Suite 2700

Nashville, Tennessee 37238-0002

Telephone: 615/742-6242

ATTORNEYS FOR PETITIONER,

TENNESSEE-AMERICAN WATER COMPANY

Dated: December 7, 2006

STATE OF WEST VIRGINIA    )  
  )   ss:  
COUNTY OF KANAWHA        )

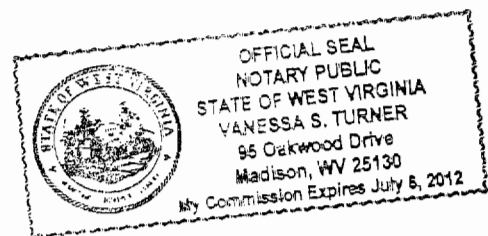
Michael A. Miller, upon oath, says that he is the Treasurer/Comptroller of Tennessee-American Water Company, a Tennessee corporation, Petitioner in the above-entitled cause; that as such officer of said Corporation, he has executed the foregoing Petition and has authority to do so; that he has read said Petition and knows the contents thereof; and that the statements therein contained are true to the best of his knowledge, information and belief.

Michael A. Miller

Subscribed and sworn to before  
me, the undersigned authority,  
this 6<sup>th</sup> day of December, 2006.

Vanessa S. Turner  
Notary Public

*My commission expires July 6, 2012.*



**EXHIBIT 1**

**CAPITALIZATION OF THE COMPANY**

**FINANCIAL STATEMENT  
OF  
TENNESSEE-AMERICAN WATER COMPANY**

(as of October 27, 2006 except where noted)

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- (1) The amount and kinds of stock of the Applicant authorized are as follows:

Cumulative Preferred Stock, par value \$100 per share:

5% Class	14,000 Shares
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Common Stock, \$1 par value	20,000,000 Shares
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- (2) The amounts and kinds of stock of the Applicant issued and outstanding as of October 27, 2006 are as follows:

Cumulative Preferred Stock, par value \$100 per share:

5% Class	13,821 Shares
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Common Stock, \$1 par value	13,754,235 Shares
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- (3) The Cumulative Preferred Stock is cumulative as to dividends. If dividends on the Cumulative Preferred Stock shall be in arrears and such arrears shall aggregate an amount equal to or in excess of four (4) quarterly dividends upon such stock, the number of directors then constituting the Board of Directors shall be increased by two (2) and the holders of the Preferred Stock voting separately as a class shall be entitled to elect the two (2) additional directors.

The Cumulative Preferred Stock is redeemable at any time upon thirty (30) days' notice at the following prices: the Series B at \$101 per share; the Series C at \$100.50 per share; and the Series D at \$100.

The Cumulative Preferred Stock, Series B, Series C and Series D are redeemable at par (\$100) in cases of (a) governmental or municipal acquisition of the Applicant's facilities or common stock, or (b) upon liquidation or dissolution of the Applicant.

(4) The following are the only mortgages on the property of the Applicant:

General Mortgage Indenture dated as of May 1, 1968, executed by the Applicant to The Fidelity Bank (now US Bank), as Trustee, and supplemental indentures thereto dated as of December 1, 1970 (as supplemented on December 17, 1970); September 1, 1974; November 1, 1977; December 1, 1982; June 1, 1983; August 1, 1985; January 1, 1987; September 1, 1988; October 1, 1989; November 1, 1990; December 1, 1991; December 1, 1992; December 1, 1993; September 1, 1995; February 1, 1997, and June 1, 1998.

The Indenture of Mortgage provides for the issue of General Mortgage Bonds which together with all other long-term debt cannot exceed 65% of Applicants total capitalization, which percentage is \$63,889,000 as of October 27, 2006. The amount of indebtedness actually secured by a lien on all the property owned or hereafter acquired by the Company is \$14,700,000. There are no sinking fund provisions associated with the General Mortgage Bonds.

(5) At October 27, 2006, \$14,700,000 in General Mortgage Bonds were issued and outstanding.

General Mortgage Bonds:

Principal amount authorized by Indenture:

No maximum limit of bonds fixed

Name of utility issuing bonds:

All bonds were issued by Tennessee-American Water Company

Principal amount issued and outstanding:

GMB:	<u>Issued</u>	<u>Outstanding</u>
6.50% Series	\$ 6,500,000	\$ 6,500,000
9.25% Series	2,500,000	2,500,000
7.84% Series	5,700,000	5,700,000

Date of issue (nominal date):

6.50% Series	May 31, 1998
9.25% Series	January 12, 1990
7.84% Series	September 4, 1996

Rate of interest:

6.50% Series	6.50%
9.25% Series	9.25%
7.84% Series	7.84%

Date of maturity:

6.50% Series	June 1, 2008
9.25% Series	December 1, 2019
7.84% Series	August 3, 2026

Security: All outstanding General Mortgage Bonds are secured by the lien of the General Mortgage Indenture upon all property of the Company.

Interest paid during the 12 months ended October 27, 2006:

6.50% Series	\$422,500.00
9.25% Series	\$231,250.00
7.84% Series	\$446,880.00

Interest paid during the 12 months ended December 31, 2005

6.50% Series	\$422,500.00
9.25% Series	\$231,250.00
7.84% Series	\$446,880.00

(6) Notes are payable to AWCC, bear interest as listed below.

<u>Payee</u>	<u>Date of Issue</u>	<u>Interest Rate*</u>	<u>10/27/06 Amount Outstanding</u>	<u>Maturity Date</u>	<u>Interest paid 12 mos. ended 10/27/06</u>
AWCC	January 1, 2005	Variable	\$18,110,952	Revolver	\$727,036

\* Interest is calculated at the LIBOR market index rate and the interest expense for the period 1/1/05 – 12/31/05 was \$286,100.

<u>Payee</u>	<u>Date of Issue</u>	<u>Interest Rate*</u>	<u>10/27/06 Amount Outstanding</u>	<u>Maturity Date</u>	<u>Interest paid 12mos. ended 12/31/05 &amp; 10/27/06</u>
AWCC	March 29, 2001	6.87%	\$ 5,100,000	March 29, 2011	\$350,370
AWCC	March 1, 2004	4.75%	\$19,000,000	March 1, 2014	\$902,500

(7) There is no other indebtedness of the Applicant, but there are liabilities shown on its Balance Sheet annexed hereto, consisting of, as of October 27, 2006, current and accrued items on which no interest is payable.

(8) Dividends were paid by the Applicant during the five fiscal years as follows:

Common Stock

<u>12 Mos. Ended December 31</u>	<u>Rate per Share</u>	<u>Number of Shares Outstanding</u>	<u>Amount</u>
2001	\$ .18	13,754,234	\$ 2,499,144
2002	.17	13,754,234	2,376,032
2003	.13	13,754,234	1,853,667
2004	.18	13,754,234	2,444,785
2005	.18	13,754,234	2,420,117

Cumulative Preferred Stock, 5% Class

<u>12 Mos. Ended December 31</u>	<u>Rate per Share</u>	<u>Number of Shares Outstanding</u>	<u>Amount</u>
2001	\$ 5.00	14,000	\$ 70,000
2002	5.00	14,000	70,000
2003	5.00	14,000	70,000
2004	5.00	13,821	69,500
2005	5.00	13,821	69,105

Cumulative Preferred Stock, 4.50% Class

<u>12 Mos. Ended December 31</u>	<u>Rate per Share</u>	<u>Number of Shares Outstanding</u>	<u>Amount</u>
2001	\$ 4.50	1,280	\$ 5,738
2002	4.50	765	3,251
2003	4.50	350	2,148
2004	4.50	175	805
2005	4.50	0	0

- (9) Applicant's Balance Sheet as of October 27, 2006 and a statement of Applicant's earnings and expenses for the twelve months ended on such date are annexed hereto.

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American Water Works Company  
Tennessee-American Water-Co 26  
Total Company (USGAAP)  
Comparative Balance Sheet  
For the Period Ending 10/27/2006

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Tennessee-American Water Co.

Description	Current Year		Prior Year	
ASSETS				
1 Utility Plant	181,125,770	163,593,851		
2 Construction work in progress	3,023,591	5,542,090		
3 Accumulated depreciation	52,762,903	49,916,858		
4 Utility plant acquisition adjustment				
5 Other utility plant adjustments				
6 Sub-total Utility Plant	131,386,458	119,319,083		
7 Non-Utility Property				
8 Other investments				
Current Assets	231,347	662,588		
10 Cash and cash equivalents	2,751,261	2,412,907		
11 Temporary investments	2,271,691	2,344,387		
12 Customer accounts receivable	1,453,591	2,130,676		
13 Allowance for uncollectible accounts	1,265,711	337,155		
14 Billable revenues	292,498	414,411		
15 Funds from operations	273,964	327,956		
16 Miscellaneous receivables	627,400	631,184		
17 Materials and supplies				
18 Other	5,422,076	6,672,690		
20 Sub-total	99,003	115,246		
22 Deferred debits	187,671	402,688		
23 Debt and preferred stock	210,386	1,043,289		
24 Expense of rate proceeding	10,568,426	11,252,382		
25 Prelim survey & invest charges	3,145,570	3,656,982		
26 Reg Asset-income tax recovery				
27 Other	14,909,052	16,446,711		
29 Sub-total	151,717,586	142,438,504		
30 Total Assets	283,104,044	261,757,587		
CAPITAL AND LIABILITIES				
32 Common Stock	13,754,235	13,754,235		
33 Paid in capital	4,788,768	4,788,768		
34 Retained earnings	20,355,678	19,645,563		
35 Unearned Compensation				
36 Reg Acquired C/S & Accum				
37 Total common equity	38,898,681	38,188,566		
38 Preferred stock	1,382,100	1,382,600		
39 Long term debt	39,781,874	39,306,902		
40 Total capitalization	80,062,655	79,495,068		
41 Current liabilities	18,110,952	7,710,671		
42 Bank debt portion of LTD	117,533	78,937		
43 Account Payable	1,879,471	1,558,031		
44 Taxes accrued	2,854,480	4,635,384		
45 Interest accrued	679,413	679,413		
46 Customer deposits				
47 Other	2,008,559	3,473,392		
48 Dividends declared				
49 Other	25,650,408	18,135,838		
50 Sub-total	25,650,408	18,135,838		
52 Sub-total	142,438,504	142,438,504		
54 Deferred credits for construction	5,413,118	4,375,205		
55 Customer adv. for construction	2,724,310	2,781,731		
56 Deferred income taxes	3,536,468	2,737,341		
57 Reg. liab-inc. tax refund thru rates	4,311,594	4,487,799		
58 Other	38,717,450	37,930,153		
59 Sub-total	7,287,070	6,877,444		
62 Contributions in aid of construction	151,717,583	142,438,503		
Total capital and liabilities	283,104,044	261,757,587		

Tennessee-American Water Co

Description	October Actual	October Plan	October Variance	October Prior Year	Yr to Date Actual	Yr to Date Plan	Yr to Date Variance	Yr to Date Prior Year	Annual Forecast
1 OPERATING REVENUES	2,353,293	2,860,300	507,007-	2,716,207	27,120,470	27,493,900	365,430-	25,046,073	33,956,100
2 Power								25	
3 Sewer									
4 Other	110,370	103,590	6,708	91,363	1,099,343	1,035,900	63,443	966,913	1,243,000
5 Management									
6 Total Revenues	2,463,671	2,963,890	500,219-	2,807,650	28,227,813	28,529,800	301,987-	26,013,011	34,199,100
7 OPERATIONS & MAINTENANCE EXPENSE									
8 Labor	330,757	338,949	192-	302,533	3,444,470	3,351,309	87,169	3,007,339	4,062,013
9 Purchased Water	1,797	1,742	1,945-	4,038	40,311	41,525	1,214-	43,369	49,590
10 Fuel & Power	167,249	132,056	15,193	151,595	1,806,703	1,333,306	553,397	1,252,429	1,576,142
11 Chemicals	70,847	65,933	12,914	62,204	646,872	690,053	156,819	726,795	817,449
12 Waste Disposal	10,914	12,309	1,395-	2,654	132,475	123,756	1,201-	136,544	146,363
13 Management Fees	370,250	327,432	42,818	262,604	3,481,734	3,383,974	97,760	2,951,158	4,045,874
14 Group Insurance	136,068	131,324	4,744	131,102	1,266,033	1,303,151	37,118-	1,309,037	1,569,840
15 Regulatory Expense	93,541	116,365	22,824-	27,975	897,749	1,163,650	265,901-	270,458	270,458
16 Insurance Other than Group	10,514	4,004	6,510	24,325	164,241	130,000	34,241	420,759	513,183
17 Insurance Accounting	4,004	73,817	69,813-	153,245	1,001,640	724,620	267,020	922,484	808,529
18 Rental	2,860	2,847	13	1,011	32,406	31,170	1,236	34,281	37,135
19 General Office Expense	25,347	20,644	4,703	17,039	285,291	192,474	93,817	400,720	226,793
20 Miscellaneous	166,440	123,049	43,391	100,279	1,407,465	1,275,259	132,206	1,508,211	1,507,665
21 Miscellaneous	50,156	49,855	301	121,534	950,432	590,857	351,575	834,015	694,466
25 Other Maintenance									
Total Maintenance & Operations Expense	1,620,863	1,450,706	170,077	1,490,641	16,206,239	14,052,515	1,353,724	14,104,060	17,741,110
27 Depreciation	341,709	384,616	42,027-	324,366	3,635,955	3,805,243	169,280-	3,140,389	4,501,480
28 Amortization	10,140	10,148	8	10,148	101,481	101,480	1	101,481	121,776
29 General Taxes	326,544	285,428	41,116	276,005	2,061,205	2,063,310	17,007	2,090,621	3,335,576
30 State Income Taxes	4,290	31,623	27,325-	27,325	60,635	210,494	169,859-	305,052	291,530
31 Federal Income Taxes	289,093-	234,199	50,292-	178,065	699,495	1,631,376	731,001-	1,552,085	1,970,606
32 Tax Savings Acquisition									
33 Total Operating Expenses	2,022,549	2,376,000	354,251-	2,312,343	23,793,010	23,492,426	300,584	22,095,280	28,142,154
34 Utility Operating Income	441,122	587,090	145,960-	493,307	4,434,803	5,037,374	602,571-	4,711,713	6,057,026
35 Other Income & Deductions									
36 Non-Operating Rental Income									
37 Dividend Income-Common									
38 Dividend Income-Preferred									
39 Interest Income									
40 AFUDC Equity	12,970	3,980	0,990	13,437	56,767	9,157	47,610	106,547	10,807
41 M & J Miscellaneous Income	3,470-		3,470-	1,752	2,976		2,976	3,473	
42 Gain (Loss) on Disposition					2,000		2,000	16,127-	
43 Total Other Income	9,500	3,980	5,520	15,189	61,743	9,157	52,586	93,893	18,007
45 Miscellaneous Amortization									
46 Tax Savings Acquisition Adjustment									
47 Misc. Other Deductions	6,470	1,000	5,470	1,913	39,247	29,500	9,747	30,242	38,000
48 General Taxes	1,000	129-	142-	530-	2,021-	1,662-	359-	2,010-	2,116-
49 State Income Taxes									
50 Federal Income Taxes	5,100	611	4,577	1,470-	26,343	18,723	7,620	13,300	24,150
52 Total Other Deductions	4,312	3,369	943	16,659	35,400	9,566-	44,966	81,593	5,343-
53 Total Other Income	445,434	590,459	145,025-	511,966	4,470,203	5,027,800	557,605-	4,799,306	6,051,603
54 Income Before Interest Charges									
55 INTEREST CHARGES									
56 Interest on Long-Term Debt	204,892	244,642	39,750-	206,441	2,052,137	2,370,136	317,999-	2,173,027	2,059,199
57 Amortization and Debt Expense	1,354	1,359	5-	1,354	13,536	13,560	24-	14,642	16,201
58 Interest-Short Term Bank Debt	74,034	12,062	62,772	29,723	640,925	155,295	485,630	199,909	175,174
59 Other Interest Expense	111		111	1,266	111		111	5,124	
60 AFUDC-Debt	6,107-	1,080-	4,227-	0,914-	24,450-	4,324-	20,126-	72,860-	8,002-
61 Total Interest Charges	275,104	258,103	18,021	231,870	2,692,221	2,534,067	147,604	2,319,242	3,004,772
62 Net Income	170,310	334,276	163,966-	200,095	1,730,932	2,493,141	705,209-	2,479,104	3,009,911
63 Preferred Dividend Declared	5,759		5,759		57,588	57,590	2-	57,588	69,108
65 Net Income to Common Stock	164,571	328,517	163,946-	274,337	1,730,344	2,435,551	705,207-	2,421,796	2,940,803

**EXHIBIT 2**

**FORM OF FINANCIAL SERVICES AGREEMENT**

## FINANCIAL SERVICES AGREEMENT

THIS AGREEMENT, dated as of June 15, 2000, by and between Tennessee-American Water Company (the "Company") and American Water Capital Corp. ("AWCC").

### B A C K G R O U N D

The Company currently performs its own financial services.

However, the Company has determined that it can obtain these services more efficiently through the consolidation of certain necessary management and staff functions with those performed for other entities that may enter into agreement with AWCC substantially similar to this one ("Co-Participants").

AWCC is dedicated to performing such consolidated functions.

Accordingly, the parties have determined to enter into this Agreement for the provision of financial services by AWCC to the Company and for the proper determination and allocation of the costs of providing such services

Therefore, the parties agree as follows:

### A G R E E M E N T

1. Services. AWCC will provide, either directly or through arrangements with third parties for the benefit of the Company, such financial services as the Company and AWCC may from time to time agree, including but not limited to those more fully described in Appendix I attached to this Agreement.

2. Costs. In consideration of the provision of the services contemplated by paragraph 1, the Company agrees to pay AWCC a portion of the costs and appropriate overhead incurred by AWCC in providing those services, as follows. The costs incurred by AWCC in connection with its bank credit lines and short-term public borrowings will be divided among the Co-Participants in proportion to the maximum principal amount that each Co-Participant requests be made available to it during the course of a year. The costs incurred by AWCC in connection with each long-term borrowing by AWCC will be divided among each Co-Participant in proportion to the principal amount of that borrowing that is loaned to that Co-Participant. AWCC's overhead will be allocated among the Co-Participants in the same proportion as each Co-Participant's long-term and maximum, requested short-term borrowings and investments in a calendar year bear to all of the long and maximum short-term borrowings and investments by all Co-Participants during the same year.

3. Statements. AWCC will prepare and deliver to the Company monthly statements of the services provided by AWCC and amounts payable to AWCC, giving effect to

all the provisions of this Agreement. The Company shall pay the net amount shown on its statement within thirty (30) days after the billing date.

4. Inspection. Upon reasonable notice, AWCC will make available to the Company for its inspection AWCC's books, records, bills, accounts and any other documents which describe or support the costs allocated to the Company under this Agreement.

5. Obligations Not Joint. AWCC and the Company expressly agree: (a) that the obligations of the Company and each Co-Participant to AWCC are several and not joint; (b) that the Company will not be responsible to any Co-Participant, to AWCC or to any assignee or creditor of AWCC for any payment in excess of payments due by the Company to AWCC under this Agreement or a Note in the form attached to this Agreement; and (c) that no Co-Participant will be responsible to the Company, to any other Co-Participant, to AWCC or to any assignee or creditor of AWCC for any payment in excess of payments due by that Co-Participant to AWCC under any agreement substantially similar to this Agreement or under any Note attached to that other agreement. AWCC covenants and agrees that it will require, as a condition to its entering into any such other agreement with a Co-Participant, that such other agreement contains the same provision as that contained in the immediately preceding sentence.

6. Notes. The Company's borrowings under this Agreement will be evidenced by one or more promissory notes in the form of Exhibit A or Exhibit B attached to this Agreement.

7. Non-Exclusivity. Nothing in this Agreement prohibits or restricts the Company from borrowing from third parties, or obtaining services described in this Agreement from third parties, whenever and on whatever terms it deems appropriate.

8. Effectiveness. This Agreement shall be effective as of June 15, 2000, provided that, if prior approval by the regulatory commission of any jurisdiction is required before this Agreement may become effective as to the Company, or before AWCC may provide a particular service hereunder to the Company, this Agreement shall not be effective as to the Company or as to that service, as the case may be, unless and until the required approval has been obtained. Unless and until this Agreement becomes effective as to the Company in whole or in part, the Company shall not be entitled to the benefits of, nor shall it have any rights or duties under, this Agreement. This Agreement may be amended or rescinded only by written instrument signed by the Company and AWCC.

9. Termination. The Company may terminate its participation in this Agreement by giving ten (10) days prior written notice of such termination to AWCC; and (b) AWCC may terminate this Agreement by giving ninety (90) days prior written notice of such termination to the Company. Termination of this Agreement will not affect: (a) the Company's obligations under any Promissory Notes; (b) any party's obligations with respect to any amounts owing under Sections 2 and 3 of this Agreement (including such amounts attributable to obligations of any terminating party under any Promissory Notes that remain outstanding after this Agreement is terminated as to that party); or (c) AWCC's obligations to repay any investments made by a Company pursuant to Appendix I.

10. Copies. This Agreement may be executed by the parties in one or more copies and each executed copy shall be considered an original.

In witness of the foregoing, each of the Company and AWCC has caused its respective corporate seal to be affixed to this Agreement and has caused this Agreement to be signed on its behalf by its duly authorized officers.

ATTEST:

TENNESSEE-AMERICAN WATER COMPANY

By: 

Herbert A. Miller, Jr.  
Secretary

By: 

William F. L'Ecuyer  
President

ATTEST:

AMERICAN WATER CAPITAL CORP.

By: 

W. Timothy Pohl  
Vice President and Secretary

By: 

Name and Title: Joseph F. Harnett, Jr.  
Vice President and Treasurer

## APPENDIX I

### DESCRIPTION OF FINANCIAL SERVICES

Set forth below is a list of the services which AWCC agrees to provide to the Company upon its request pursuant to the Agreement to which this Appendix is attached.

1. Short-Term Loans. AWCC will provide Short-Term Loans to the Company pursuant to the terms set forth in the promissory notes to be issued by the Company to AWCC, each substantially in the form attached to this Agreement as Exhibit A.

2. Long-Term Borrowings. AWCC will provide loans other than Short-Term Loans to the Company pursuant to the terms set forth in the promissory notes to be issued by the Company to AWCC, each substantially in the form attached hereto as Exhibit B.

3. Cash Management. Cash not required by the Company to pay its daily disbursements or to pay when due the principal of and interest on, the Company's borrowings from AWCC other than Short-Term Loans will be used by AWCC first to reduce the outstanding principal balance of the Company's Short-Term Loans owing to AWCC and any excess will be deemed to be invested with AWCC and will earn a daily rate of interest that is equal to the interest income earned by AWCC on those funds. Upon the request of that Company, AWCC shall execute one or more promissory notes in favor of the Company, in form and substance substantially similar to the Promissory Note attached as Exhibit A to the Agreement as evidence of such investment.

EXHIBIT A  
PROMISSORY NOTE  
FOR SHORT-TERM LOANS

\$ \_\_\_\_\_, 2000

FOR VALUE RECEIVED, [NAME OF COMPANY], a \_\_\_\_\_ corporation (herein "Borrower") hereby promises to pay ON DEMAND to the order of American Water Capital Corp., a Delaware corporation ("Lender"), in same day funds at its offices at Voorhees, New Jersey or such other place as Lender may from time to time designate, the principal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) (the "Maximum Principal Sum"), or such lesser amount as shall equal the aggregate unpaid principal amount of the loans made by Lender to Borrower (other than loans evidenced by a promissory note under which the principal amount is due and payable in one or more scheduled installments more than one year after the date of its issue), together with interest thereon from the date hereof until paid in full. Interest will be charged on the unpaid outstanding principal balance of this Note at a rate per annum equal to Lender's actual cost of funds to make such loan, such rate to change as Lender's actual cost of funds changes. Interest on borrowings shall be due and payable on the first business day of each month, commencing with the first business day of the month after the month in which this Note is executed. In the absence of manifest error, the records maintained by Lender of the amount and term, if any, of borrowings hereunder shall be deemed conclusive.

Borrower may borrow, repay and reborrow hereunder in amounts which do not, in the aggregate outstanding at any time, exceed the Maximum Principal Sum.

The occurrence of one or more of any of the following shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due hereunder or under any other promissory note between Lender and Borrower within five business days after the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or any of its property, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation of law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by Borrower for the purposes of effecting any of the foregoing; or

(c) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, trustee or liquidator of

Borrower or any of its property, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

Upon the occurrence of any event of default, the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Lender hereunder shall, at the option of Lender, become due and payable immediately. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender by law, equity, statute or otherwise.

Borrower hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor in connection with any default in the payment of, or any enforcement of the payment of, all amounts due hereunder. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

Following the occurrence of any event of default, Borrower will pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, and other advisors employed by Lender), incurred by Lender in the exercise of any of its rights, remedies or powers hereunder with respect to such event of default, and any amount thereof not paid promptly following demand therefor shall be added to the principal sum hereunder and will bear interest at the contract rate set forth herein from the date of such demand until paid in full. In connection with and as part of the foregoing, in the event that this Note is placed in the hands of an attorney for the collection of any sum payable hereunder, Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed hereunder, as well as all costs, disbursements and allowances provided by law.

If for any reason one or more of the provisions of this Note or their application to any entity or circumstances shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note inures to the benefit of Lender and binds Borrower and Lender's and Borrower's respective successors and assigns, and the words "Lender" and "Borrower" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

This Promissory Note is one of the promissory notes referred to in the Financial Services Agreement dated as of June 15, 2000 between Borrower and Lender to which reference is made for a statement of additional rights and obligations of the parties hereto.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note the day and year first written above.

[BORROWER]

By: \_\_\_\_\_  
Name and Title:

EXHIBIT B  
PROMISSORY NOTE  
FOR LONG-TERM BORROWINGS

\$ \_\_\_\_\_, 2000

FOR VALUE RECEIVED, [NAME OF COMPANY], a \_\_\_\_\_ corporation (herein "Borrower") hereby promises to pay to the order of American Water Capital Corp., a Delaware corporation ("Lender"), in same day funds at its offices at \_\_\_\_\_ or such other place as Lender may from time to time designate, the principal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), together with interest thereon from the date hereof until paid in full. Interest shall be charged on the unpaid outstanding principal balance hereof at a rate per annum equal to the rate paid and to be paid by Lender with respect to the borrowings it made in order to provide funds to Borrower hereunder. Interest on borrowings shall be due and payable in immediately available funds on the same business day on which the Lender must pay interest on the borrowings it made in order to provide funds to the Borrower hereunder. The principal amount hereof shall be due and payable hereunder at such times and in such amounts and in such installments hereunder as the Lender must pay with respect to the borrowings it made in order to provide funds to the Borrower hereunder. Lender has provided Borrower with a copy of the documentation evidencing the borrowings made by Lender in order to provide funds to Borrower hereunder. In the absence of manifest error, such documentation and the records maintained by Lender of the amount and term, if any, of borrowings hereunder shall be deemed conclusive.

The occurrence of one or more of any of the following shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due hereunder or under any other promissory note between Lender and Borrower within five business days after the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or any of its property, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation of law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by Borrower for the purposes of effecting any of the foregoing; or

(c) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, trustee or liquidator of Borrower or any of its property, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

Upon the occurrence of any event of default, the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Lender hereunder shall, at the option of Lender, become due and payable immediately. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender by law, equity, statute or otherwise.

Borrower hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor in connection with any default in the payment of, or any enforcement of the payment of, all amounts due hereunder. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

Following the occurrence of any event of default, Borrower will pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, and other advisors employed by Lender), incurred by Lender in the exercise of any of its rights, remedies or powers hereunder with respect to such event of default, and any amount thereof not paid promptly following demand therefor shall be added to the principal sum hereunder and will bear interest at the contract rate set forth herein from the date of such demand until paid in full. In connection with and as part of the foregoing, in the event that this Note is placed in the hands of an attorney for the collection of any sum payable hereunder, Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed hereunder, as well as all costs, disbursements and allowances provided by law.

If for any reason one or more of the provisions of this Note or their application to any entity or circumstances shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note inures to the benefit of Lender and binds Borrower and Lender's and Borrower's respective successors and assigns, and the words "Lender" and "Borrower" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

This Promissory Note is one of the promissory notes referred to in the Financial Services Agreement dated as of June 15, 2000 between Borrower and Lender to which reference is made for a statement of additional rights and obligations of Lender and Borrower.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note the day and year first written above.

[BORROWER]

By: \_\_\_\_\_  
Name and Title:

**EXHIBIT 3**  
**ORIGINAL AUTHORITY ORDER**

**BEFORE THE TENNESSEE REGULATORY AUTHORITY AT**

**NASHVILLE, TENNESSEE**

**October 10, 2000**

**IN RE:**

**PETITION OF TENNESSEE-AMERICAN  
WATER COMPANY FOR APPROVAL OF  
AND AUTHORITY TO BORROW UP TO  
\$30,100,000 TO REFINANCE OUTSTANDING  
INDEBTEDNESS AND FINANCE ADDITIONS  
AND IMPROVEMENTS TO FACILITIES AND  
ACQUISITIONS AND TO REPAY SHORT-TERM  
INDEBTEDNESS PURSUANT TO T.C.A. § 65-4-109**

**DOCKET NO.  
00-00637**

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**ORDER APPROVING DEBT ISSUANCE**

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This matter came before the Tennessee Regulatory Authority (the "Authority") upon the Petition (the "Petition") of Tennessee-American Water Company ("TAWC" or the "Company") for Approval of and Authority to Borrow up to \$30,100,000 to Refinance Outstanding Indebtedness and Finance Additions and Improvements to Facilities and Acquisitions and to Repay Short-Term Indebtedness Pursuant to Tenn. Code Ann. § 65-4-109. TAWC filed its Petition with the Authority on July 18, 2000. The Directors of the Authority considered the Petition at a regularly scheduled Authority Conference held on August 15, 2000. Upon consideration of the Petition and the exhibits thereto, the Directors made the following findings of fact and conclusions of law:

1. TAWC is a Tennessee corporation with its principal office and place of business in the City of Chattanooga, Hamilton County, Tennessee. The Company is a wholly-owned subsidiary of American Water Works Company, Inc. ("AWWC").

2. TAWC is a public utility as defined in Tenn. Code Ann. § 65-4-101 and is engaged in the business of providing water utility services in and adjacent to the City of Chattanooga and in other municipalities in Hamilton and Marion Counties in Tennessee, and in certain areas in Catoosa, Dade, and Walker Counties in Georgia.

3. The Petition states that the long-term debt of the Company as of May 31, 2000 is represented by seven outstanding series of general mortgage bonds (the "General Mortgage Bonds") issued under and secured by an Indenture of Mortgage dated as of May 1, 1968 from the City Water Company of Chattanooga (now TAWC) to The Fidelity Bank (now First Union National Bank), as Trustee, as supplemented and amended by thirteen supplemental indentures thereto. As of May 31, 2000, TAWC had no outstanding indebtedness other than the General Mortgage Bonds and a capital lease for TAWC's offices, except current liabilities (including short-term bank debt.)

In its Petition, TAWC seeks authority approval to issue securities to American Water Capital Corp., also a wholly-owned subsidiary of AWWC, in the form of notes or debentures in an aggregate outstanding principal amount of \$30,100,000 from time to time prior to December 31, 2005, the proceeds of which will be used to (a) refinance the following General Mortgage Bonds: (i) the 9.43% Series maturing on September 1, 2000, in the principal amount of \$5,000,000; (ii) the 8.28% Series maturing June 1, 2002 in the principal amount of \$10,000,000; and (iii) the 6.77% Series maturing on June 1, 2003 in the principal amount of \$9,000,000; and (b) finance additions and improvements to the TAWC's plants, property, equipment and facilities, and acquisitions; and (c) repay short-term borrowing.

4. Under Tenn. Code Ann. § 65-4-109, the Authority shall approve the proposed assumption of debt obligations if it finds that it will be made in accordance with law and that the Authority approves the purpose of the assumption of debt obligations.

5. The Authority concluded after careful consideration of the entire record and all applicable rules and statutes, particularly the provisions of Tenn. Code Ann. § 65-4-109, that this Petition should be approved. The Authority finds that this assumption of debt obligations is in accordance with law and is for a proper purpose.

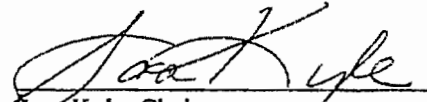
**IT IS THEREFORE ORDERED THAT:**

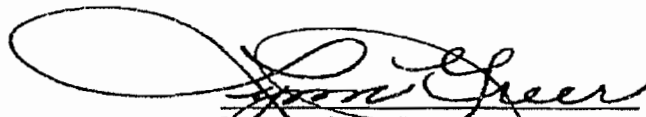
1. Tennessee-American Water Company is authorized to assume certain debt obligations under various agreements in an aggregate principal amount not to exceed \$30,100,000;

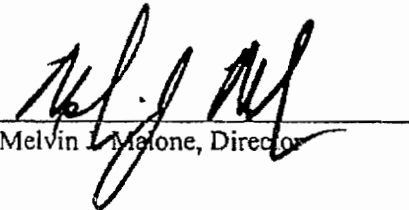
2. The terms of said debt obligations shall be as described in the Petition of Tennessee-American Water Company and exhibits thereto on file with the Authority;

3. The authorization and approval given hereby should not be used by any party, including, but not limited to, any lending party, for the purpose of inferring an analysis or assessment of the risk involved to a purchaser of any notes or debentures issued as described in the Petition of Tennessee-American Water Company. Nothing contained herein creates or is intended to create any liability on the part of the Tennessee Regulatory Authority or the State of Tennessee or any political subdivision thereof for the transaction approved herein;


4. Any party aggrieved with the Authority's decision in this matter may file a Petition for Reconsideration with the Authority within fifteen (15) days from and after the date of this Order.

  
Sara Kyle, Chairman

  
H. Lynn Greer, Jr., Director

  
Melvin L. Malone, Director

ATTEST:

  
K. David Waddell, Executive Secretary

**BEFORE THE TENNESSEE REGULATORY AUTHORITY AT**

**NASHVILLE, TENNESSEE**

**October 10, 2000**

**IN RE:**

**PETITION OF TENNESSEE-AMERICAN  
WATER COMPANY FOR APPROVAL OF  
AND AUTHORITY TO BORROW UP TO  
\$30,100,000 TO REFINANCE OUTSTANDING  
INDEBTEDNESS AND FINANCE ADDITIONS  
AND IMPROVEMENTS TO FACILITIES AND  
ACQUISITIONS AND TO REPAY SHORT-TERM  
INDEBTEDNESS PURSUANT TO T.C.A. § 65-4-109**

**DOCKET NO.  
00-00637**

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**ORDER APPROVING DEBT ISSUANCE**

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In its Petition, TAWC seeks authority approval to issue securities to American Water Capital Corp., also a wholly-owned subsidiary of AWWC, in the form of notes or debentures in an aggregate outstanding principal amount of \$30,100,000 from time to time prior to December 31, 2005, the proceeds of which will be used to (a) refinance the following General Mortgage Bonds: (i) the 9.43% Series maturing on September 1, 2000, in the principal amount of \$5,000,000; (ii) the 8.28% Series maturing June 1, 2002 in the principal amount of \$10,000,000; and (iii) the 6.77% Series maturing on June 1, 2003 in the principal amount of \$9,000,000; and (b) finance additions and improvements to the TAWC's plants, property, equipment and facilities, and acquisitions; and (c) repay short-term borrowing.

4. Under Tenn. Code Ann. § 65-4-109, the Authority shall approve the proposed assumption of debt obligations if it finds that it will be made in accordance with law and that the Authority approves the purpose of the assumption of debt obligations.

5. The Authority concluded after careful consideration of the entire record and all applicable rules and statutes, particularly the provisions of Tenn. Code Ann. § 65-4-109, that this Petition should be approved. The Authority finds that this assumption of debt obligations is in accordance with law and is for a proper purpose.

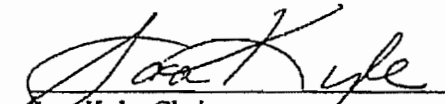
**IT IS THEREFORE ORDERED THAT:**


1. Tennessee-American Water Company is authorized to assume certain debt obligations under various agreements in an aggregate principal amount not to exceed \$30,100,000;

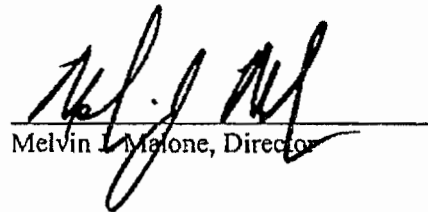
2. The terms of said debt obligations shall be as described in the Petition of Tennessee-American Water Company and exhibits thereto on file with the Authority;

3. The authorization and approval given hereby should not be used by any party, including, but not limited to, any lending party, for the purpose of inferring an analysis or assessment of the risk involved to a purchaser of any notes or debentures issued as described in the Petition of Tennessee-American Water Company. Nothing contained herein creates or is intended to create any liability on the part of the Tennessee Regulatory Authority or the State of Tennessee or any political subdivision thereof for the transaction approved herein;

4. Any party aggrieved with the Authority's decision in this matter may file a Petition for Reconsideration with the Authority within fifteen (15) days from and after the date of this Order.

  
Sara Kyle, Chairman

  
H. Lynn Greer, Jr., Director

  
Melvin L. Malone, Director

ATTEST:

  
K. David Waddell, Executive Secretary