

# BASS

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**Chad Jarboe**  
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February 18, 2011

**Via Hand-Delivery**

Chairman Mary W. Freeman  
c/o Sharla Dillon  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243

filed electronically in docket office on 02/19/11

**Re: *Petition Of Tennessee American Water Company To Change And Increase Certain Rates And Charges So As To Permit It To Earn A Fair And Adequate Rate Of Return On Its Property Used And Useful In Furnishing Water Service To Its Customers***  
**Docket No. 10-00189**

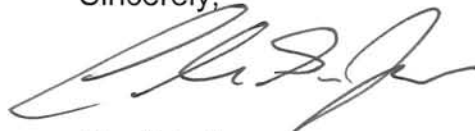
Dear Chairman Freeman:

Enclosed please find the original and five (5) copies of Tennessee American Water Company's Responses to the Tennessee Regulatory Authority's Fourth Set of Data Requests. This document also is being filed today by way of email to the Tennessee Regulatory Authority Docket Manager, Sharla Dillon.

Please file the original and four copies of this material and stamp the additional copy as "filed". Then please return the stamped copies to me by way of our courier.

Should you have any questions concerning this matter, please do not hesitate to contact me at the email address or telephone number listed above.

Sincerely,



Chad Jarboe

CJ:smb  
Enclosures

cc: Hon. Sara Kyle (w/o enclosure)  
Hon. Eddie Roberson (w/o enclosure)  
Mr. David Foster, Chief of Utilities Division (w/o enclosure)  
Richard Collier, Esq. (w/o enclosure)  
Mr. Jerry Kettles, Chief of Economic Analysis & Policy Division (w/o enclosure)

Ryan McGehee, Esq. (w/enclosure)  
Mary L. White, Esq. (w/enclosure)  
David C. Higney, Esq. (w/enclosure)  
Henry M. Walker, Esq. (w/enclosure)  
Michael A. McMahan, Esq. (w/enclosure)  
Valerie L. Malueg, Esq. (w/enclosure)  
Frederick L. Hitchcock, Esq. (w/enclosure)  
Harold L. North, Jr., Esq. (w/enclosure)  
Mark Brooks, Esq. (w/enclosure)  
Scott H. Strauss, Esq. (w/enclosure)  
Katharine M. Mapes, Esq. (w/enclosure)  
Donald L. Scholes, Esq. (w/enclosure)

**TENNESSEE AMERICAN WATER COMPANY**  
**Docket No. 10-00189**  
**Tennessee Regulatory Authority Staff Data Request No. 4**

**Responsible Witness: John Watson/Michael A. Miller**

**Question:**

147. Does John Watson perform any marketing, supervisory or managerial functions on behalf of AWR in the sale and/or provision of water line protection contracts, sewer line protection contracts and home plumbing contracts in Tennessee? If so, what functions are provided and what portion of his salary and associated benefits was allocated to AWR for the twelve months ended December 31, 2010 or the latest twelve months data available?

**Response:**

No. None of Mr. Watson's time and benefits have been charged to AWR. Please see the rebuttal testimony of Michael A. Miller, pages 95-102 for more information on the relationship between TAWC and AWR. In addition, please see the contract and accompanying letters to and from the TRA attached to the response to TN-TRA-04-Q152 concerning services provided to AWR by TAWC. The only action regarding the AWR contract related to TAWC involves letters to TAWC's customers regarding the services provided by AWR, which, as explained in the rebuttal testimony of Mr. Miller, is information that has proven beneficial to the Company's customers. TAWC has not paid for any of the stationery, development, printing, or mailing of the informational materials.

**TENNESSEE AMERICAN WATER COMPANY**  
**Docket No. 10-00189**  
**Tennessee Regulatory Authority Staff Data Request No. 4**

**Responsible Witness: John Watson/Michael A. Miller**

**Question:**

148. Do any TAWC personnel provide any functions in the sale and/or provision of water line protection contracts, sewer line protection contracts and home plumbing contracts in Tennessee? If so, what functions are provided and how are the employee-related expenses allocated between TAWC and AWR? Please provide the amount allocated between the two companies and include supporting journal entries for twelve months ended December 31, 2010 or the latest twelve months data available.

**Response:**

No. Also please see the response to TN-COC-02-Q22. The billing and collection of the AWR revenues are provided on behalf of TAWC by AWWSC. The revenues for the billing and collections of AWR revenues are generated at 40.5¢ per bill per month, the same TAWC tariff price as charged to the City of Chattanooga Sanitary Board, City of Red Bank Sanitary Board, etc. Other than the negligible expense associated with billing and collections, there are no expenses for TAWC related to AWR activities in the historical test-year or the 2010 actual numbers, however, per the contract with AWR, if there had been expenses of TAWC associated with AWR activities those would have been billed to AWR at cost plus 15% mark-up. TAWC's billing and collection revenues from AWR are recorded as above the line revenue for rate recovery and go directly to the benefit of the customer in each rate case. See the rebuttal testimony of Michael A. Miller, at pages 95-102 for more information on this subject. In addition, see the response to TN-CAPD-01-Q77-Q79 for information about the billing and collection revenue for TAWC from AWR for the year ending September 30, 2010 and a discussion about other elements of the contract between TAWC and AWR.

**TENNESSEE AMERICAN WATER COMPANY**  
**Docket No. 10-00189**  
**Tennessee Regulatory Authority Staff Data Request No. 4**

**Responsible Witness: Michael A. Miller**

**Question:**

149. Provide the monthly journal entries and general ledger sub-account print outs to which any direct expenses for the water line protection contracts, sewer line protection contracts and home plumbing contracts in Tennessee were recorded by TAWC for twelve months ended December 31, 2010 or the latest twelve months data available.

**Response:**

TAWC did not incur direct expenses related to the water line protection service, sewer line protection service or in-home protection service provided by AWR during 2010. The only services provided to AWR were for the billing and collection services provided by AWWSC on behalf of TAWC. Attached and labeled as TN-TRA-04-Q149-ATTACHMENT are the journal entries and general ledger print-outs for the billing and collection revenue recorded by TAWC for the year ended December 31, 2010.

[09214] T/B by Object Account

Functions Options Tools Help

Thru Date/Period: 12/31/10  
Company: 00026  
Ledger Type: RA  
Scaling Factor:   
Cum/Period(C/P): C

Object/Sub:   
Subledger: \*

Account Number	L D	Description	Balance
		** TOTAL	
.402700	9	Other WW Revenue	
		** TOTAL	
.403000	9	Other Revenues Water	
		** TOTAL	
260205.403001.RW21	9	0th Rev-Interco-RW21	43,565.07-
		** TOTAL	43,565.07-

Opt: 1=Acct Ledger Inq: 2=Acct Bal by Period: F2=Alt Format: F24=More MW

G/L Account	Account Description Explanation	Do Document Ty	G/L Date	Co.	Amounts		Current Balance	LT P C
					Debit	Credit		
260205.403001.AW21	Oth Rev-Interco		150 12/31/10	00026		944.06-		AA P
	Interco Receivable w JE		150 12/31/10			173.34-		AA P
	COMBO		150 12/31/10			1,672.77-		AA P
	Interco Receivable w JE		150 12/31/10			4,532.76-		AA P
	BUNDLE							AA P
	American Water Resou PS 42680228 12/23/10				948.92			AA P
	PROTECTIONCF							AA P
	Interco Receivable w JE		150 12/01/10		162.40			AA P
	COMBO		150 12/01/10		1,702.33			AA P
	Interco Receivable w JE		150 12/01/10					AA P
	BUNDLE							AA P
	Period Totals				2,813.65	7,322.93-		
	Interco Receivable w JE		150 11/30/10			948.92-		AA P
	COMBO		150 11/30/10			162.40-		AA P
	Interco Receivable w JE		150 11/30/10			1,702.33-		AA P
	BUNDLE					3,449.39-		AA P
	American Water Resou PS 42657545 11/22/10				1,730.28			AA P
	PROTECTIONCF							AA P
	Interco Receivable A JE		150 11/01/10					AA P
	Period Totals				1,730.28	6,263.04-		
	Interco Receivable A JE		150 10/31/10			1,730.28-		AA P
	COMBO		150 10/31/10			3,440.07-		AA P
	Interco Receivable w JE		150 10/01/10		1,720.96			AA P
	Period Totals				1,720.96	5,170.35-		
	Interco Receivable w JE		150 09/30/10			1,720.96-		AA P
	COMBO		150 09/30/10			3,455.06-		AA P
	Interco Receivable w JE		150 09/01/10		1,735.95			AA P
	Period Totals				1,735.95	5,176.02-		
	Interco Receivable w JE		150 08/31/10			1,735.95-		AA P
	COMBO		150 08/31/10			3,470.85-		AA P
	Interco Receivable w JE		150 08/26/10					AA P
	Period Totals							

09421	American Water Works Company Tennessee American Water Company AWR WL SL 2010					Page Date	2 2/16/11			
	G/L Account	Account Description Explanation	Do Ty	Document Date	G/L Date	Co.	Amounts		Current Balance	LT P
							Debit	Credit		
	260205.403001.AW21	Recd Oth Rev-Interco Interco Rec Wit WLPP	JE	150 08/01/10		00026	1,751.74			AA P
		Period Totals					1,751.74		5,206.80	
		Recd Interco Rec Wit WLPP	JE	150 07/31/10				1,751.74		AA P
		American Water Resou PROTECTIONCF	PS	42560768 07/28/10				3,491.51		AA P
		Interco Rec With AWR WLPP	JE	150 07/01/10			1,772.40			AA P
		Period Totals					1,772.40		5,243.25	
		Interco Rec With AWR WLPP	JE	150 06/30/10				1,772.40		AA P
		American Water Resou PROTECTIONCF	PS	42535755 06/25/10				3,450.60		AA P
		Interco Rec With AWR WLPP	JE	150 06/01/10			5,186.55			AA P
		Interco Rec With AWR WLPP	JE	150 06/01/10				5,186.55		AA P
		Rec Interco Rec W/AW WLPP	JE	150 06/01/10			1,731.49			AA P
		Period Totals					6,918.04		10,409.55	
		Rec Interco Rec W/AW WLPP	JE	150 05/31/10				1,731.49		AA P
		American Water Resou PROTECTIONCF	PS	42511355 05/26/10				3,454.65		AA P
		Interco Rec With AWR WLPP	JE	150 05/04/10				5,186.55		AA P
		American Water Resou PROTECTIONCF	PS	42495759 05/04/10				3,451.01		AA P
		Interco Rec With AWR WLPP	JE	150 05/04/10			5,186.55			AA P
		accrue CPP revenue w WLPP	JE	30924216 05/01/10			5,186.55			AA P
		Period Totals					10,373.10		13,823.70	
		accrue CPP revenue w Rec Interco Receiv Wi WLPP	JE	30924216 04/30/10 150 04/01/10			1,731.90		5,186.55	AA P AA P
		Period Totals					1,731.90		5,186.55	
		Rec Interco Receiv Wi WLPP	JE	150 03/31/10				1,731.90		AA P
		American Water Resou PROTECTIONCF	PS	42467290 03/30/10				3,444.93		AA P
		Interco Receivable wi nterco Receivable wi	JE	150 03/01/10			1,725.82			AA P AA P



09421	American Water Works Company Tennessee American Water Company AWR WL SL 2010									
	G/L Account	Account Description	Do Document	G/L Date	Co.	Debit	Amounts	Credit	Current Balance	LT P
	260205.403001.AW21	Explanation	Ty							
		Oth Rev-Interco			00026					
		Period Totals				1,725.82		5,176.83		
		nterco Receivable wi JE	150	02/28/10				1,725.82		AA P
		WLPP								
		American Water Resou PS	42444250	02/25/10				3,414.96		AA P
		PROTECTIONCF								
		Interco Receivable w JE	150	02/01/10				1,695.85		AA P
		WLPP								
		Period Totals				1,695.85		5,140.78		
		Interco Receivable w JE	150	01/31/10				1,695.85		AA P
		WLPP								
		American Water Resou PS	42422409	01/27/10				3,416.99		AA P
		CollectionFee								
		Interco Receivable w JE	150	01/01/10				1,697.88		AA P
		WLPP								
		Period Totals				1,697.88		5,112.84		
		Account Totals				35,667.57		79,232.64	43,565.07	
		Object 403001 Total								
		Company Totals - Posted								
		- Unposted								
		Total								
		- Posted								
		- Unposted								

**TENNESSEE AMERICAN WATER COMPANY**  
**Docket No. 10-00189**  
**Tennessee Regulatory Authority Staff Data Request No. 4**

**Responsible Witness: Michael A. Miller**

**Question:**

150. Provide financial statements for AWR for the year ending December 31, 2010, or the latest twelve months available. If not specifically detailed on these statements provide the individual net earnings realized from the water line protection contracts, sewer line protection contracts and home plumbing contracts in Tennessee.

**Response:**

Please see the attached schedules identified as TN-TRA-04-Q150-ATTACHMENT which provide the AWR income statements related to the Service Line and In-Home Protection services as of December 31, 2010 and the AWR Income Statement related to their operations in the state of Tennessee. Balance sheets are not generated at the AWR level, only at the AWE level. AWE is the direct parent of AWR.

**AWR 'Service Line Protection  
Income Statement  
For the Twelve Months Ending December 31, 2010**

	<u>Total</u>
<b>Revenue</b>	<b>58,669,805</b>
<b>Contractor Repairs</b>	<b>12,701,038</b>
 <b>Marketing Expense:</b>	
Advertising Promotions	-
Marketing General	-
Marketing Acquisition	3,361,945
Marketing Renewal	556,064
Marketing Survey	22,499
Telemarketing	103,365
Marketing Confirmations	130,756
Marketing Web Based	-
Total Postage	1,520,049
Other marketing	483,743
<b>Total Marketing Expense</b>	<b>6,178,421</b>
 <b>G&amp;A Expense:</b>	
Call Center Expense	4,054,377
Overhead Expense	5,793,911
Billing & Collection Fees	1,270,610
Underwriter/Service Fees	-
Insurance	-
Rent & Utilities	34,589
Information Technology	-
Legal Expense	124,157
Outside Professional Fees	124,173
Bank Charges	291,356
Office Supplies	-
Licenses & Permits	98,168
Bad Debt expense	(104,590)
Miscellaneous Expense	75,597
Overhead Charges	-
Sale/Premium/Receipts Tax	79,600
<b>Total G&amp;A Expense</b>	<b>11,841,947</b>
<b>Total Expenses</b>	<b>30,721,406</b>
<b>Operating Results</b>	<b>27,948,399</b>
 Non-operating (income)/expense	-
<b>EBIT</b>	<b>27,948,399</b>
 Interest (income)/expense	62,280
<b>PBT</b>	<b>27,886,119</b>
 Provision for Income Tax	11,000,348
<b>Net Income</b>	<b>16,885,771</b>

**Service Line Protection  
Tennessee  
Income Statement  
For the Twelve Months Ending December 31, 2010**

	<b>Contract Total</b>
<b>Revenue by Product</b>	<b>1,357,910</b>
<b>Contractor Repairs</b>	<b>384,778</b>
<b>Marketing Expense:</b>	
Advertising Promotions	-
Marketing General	-
Marketing Acquisition	90,333
Marketing Renewal	3,312
Marketing Survey	726
Telemarketing	3,533
Marketing Confirmations	4,476
Marketing Web Based	-
Total Postage	39,274
Other marketing	9,588
<b>Total Marketing Expense</b>	<b>151,242</b>
<b>G&amp;A Expense:</b>	
Call Center Expense	98,598
Overhead Expense	156,938
Billing & Collection Fees	44,783
Underwriter/Service Fees	-
Insurance	-
Rent & Utilities	-
Information Technology	-
Legal Expense	-
Outside Professional Fees	-
Bank Charges	-
Office Supplies	-
Licenses & Permits	175
Bad Debt expense	12,539
Miscellaneous Expense	-
Overhead Charges	-
Sale/Premium/Receipts Tax	-
<b>Total G&amp;A Expense</b>	<b>313,035</b>
<b>Total Expenses</b>	<b>849,054</b>
<b>Operating Results</b>	<b>508,855</b>
<b>Non-operating (income)/expense</b>	<b>-</b>
<b>EBIT</b>	<b>508,855</b>
<b>Interest (income)/expense</b>	<b>1,515</b>
<b>PBT</b>	<b>507,341</b>
<b>Provision for Income Tax</b>	<b>200,730</b>
<b>Net Income</b>	<b>306,611</b>

**TENNESSEE AMERICAN WATER COMPANY**  
**Docket No. 10-00189**  
**Tennessee Regulatory Authority Staff Data Request No. 4**

**Responsible Witness: Michael A. Miller**

**Question:**

151. Does TAWC receive any royalties from AWR related to the sale or provision of water line protection contracts, sewer line protection contracts and home plumbing contracts in Tennessee (royalties related to the benefit derived from the use of TAWC's name, president's signature, logo, reputation, goodwill and corporate image, etc)? If so, please provide amount received for the twelve months ending December 31, 2010 or the latest twelve month period available. Please provide detailed justification if no royalties were assessed or received.

**Response:**

No. See the rebuttal testimony of Michael A. Miller at pages 95-102 concerning the services from TAWC to AWR. There is no value for the intangible assets of TAWC mentioned above included in the Company's rate base on which the rates of TAWC are established. In addition, the contract between TAWC and AWR does not contemplate any royalty but does allow TAWC to bill AWR for any direct charges (other than billing and collection services) at cost plus a mark-up of 15%.

**TENNESSEE AMERICAN WATER COMPANY**  
**Docket No. 10-00189**  
**Tennessee Regulatory Authority Staff Data Request No. 4**

**Responsible Witness: Michael A. Miller/John Watson**

**Question:**

152. Provide any written contracts between TAWC and AWR for the provisioning of water line protection contracts, sewer line protection contracts and home plumbing contracts to TAWC customers.

**Response:**

Please see the contract and correspondence attached to this response and identified as TN-TRA-04-Q152-ATTACHMENT. In addition to the contract between TAWC and AWR regarding the AWR service line and in-home protection plans, the attachment includes correspondence between TAWC (through its Legal Counsel) and the TRA about the AWR programs and the response of the TRA that the TRA did not need to approve the contract.

TED G. PAPPAS  
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FAX: (615) 742-2742  
tpappas@bassberry.com

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OTHER OFFICES:

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MEMPHIS

October 17, 2001

HAND DELIVER

Richard Collier, Esquire  
General Counsel  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

**Re: Tennessee-American Water Company--Proposed Activities with  
American Water Resources, Inc.**

Dear General Collier:

I appreciate your arranging our meeting last Tuesday with you, Dan McCormac, Rosie Gregory and Jon Wike to discuss the plans of our client, Tennessee American Water Company, to participate with an affiliate corporation in offering water line protection services to Tennessee-American's customers.

As we described in our meeting, American Water Resources, Inc., which, like Tennessee-American, is a wholly-owned subsidiary of American Water Works Company, Inc., will offer residential water customers service line protection under an arrangement under which a subscribing water customer will pay a monthly fee (initially \$3.00) in consideration of American Water Resources' agreement to repair the customer's service line when needed (with certain coverage exclusions). Tennessee-American proposes to enter into an agreement with American Water Resources under which Tennessee-American will provide some or all of the following services to American Water Resources: (i) offering American Water Resources' product to Tennessee-American's customers through mailings and billing inserts; (ii) operating a "call center" to receive notification of service line problems from customers subscribing for the protection service line coverage to Tennessee-American's customers through mailings and billing inserts; (iii) coordinating repair services for subscribing customers; (iv) distributing customer surveys; and (v) billing and collecting for the service line protection coverage and forwarding payments received to American Water Resources. In consideration of such services, the proposed contract will obligate American Water Resources to pay Tennessee-American an amount, from time to time, equal to 115% of Tennessee-American's "fully distributed costs" of providing those services, based on the Uniform System of Accounts as adopted and amended by

Mr. Richard Collier  
October 17, 2001  
Page 2

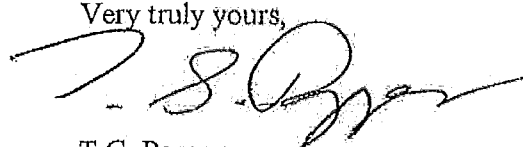
the National Association of Railroad and Utility Commissioners. The cost of a billing insert would not be less than the amount charged by Tennessee-American to unaffiliated advertisers for billing inserts.

We have advised Tennessee-American that we do not believe Tennessee Regulatory Authority approval is required in order for Tennessee-American to enter into an agreement with American Water Resources to provide the services described above. We have also advised Tennessee-American that both the "fully distributed costs" it incurs in providing the services to American Water Resources (as finally determined by the Tennessee Regulatory Authority) and the amounts paid to Tennessee-American by American Water Resources for providing such services will be excluded from the calculation of Tennessee-American's net income in determining the tariffs that Tennessee-American will be allowed by the Tennessee Regulatory Authority to charge its customers for water service.

As we discussed in our meeting, it would be very helpful to our client if you could write to us and confirm that you and the staff agree with our conclusions about the role of the Tennessee Regulatory Authority in connection with Tennessee-American's proposed agreement with American Water Resources.

Of course, please contact me if you have questions or need additional information.

Very truly yours,



T.G. Pappas

TGP:ch

cc: Mr. Dan McCormac  
Ms. Rosie Gregory  
Jon Wike, Esq.  
Herbert A. Miller, Jr., Esq.  
George H. Masterson, Esq.  
Mr. William F. L'Ecuier



## TENNESSEE REGULATORY AUTHORITY

Sara Kyle, Chairman  
Lynn Greer, Director  
Melvin Malone, Director



460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

October 31, 2001

T. G. Pappas, Esq.  
Bass, Berry & Sims, PLC  
315 Deaderick Street, Suite 2700  
Nashville, TN 37238-3001

**RE: Tennessee-American Water Company—Proposed Activities with American Water Resources, Inc.**

Dear Mr. Pappas:

In your letter of October 17, 2001, you requested confirmation that the offering of water line protection services by Tennessee-American Water Company on behalf of its affiliate, American Water Resources, Inc., does not require approval by the Authority. As described in your letter and explained to members of the Authority Staff on October 9, 2001, the proposed arrangement does not appear to require Authority approval.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

K. David Waddell  
Executive Secretary

cc: Dan McCormac  
Richard Collier  
Rosie Gregory  
Jon Wike

**AGREEMENT FOR SUPPORT SERVICES**  
**BETWEEN**  
**AMERICAN WATER RESOURCES, INC.**  
**AND**  
**TENNESSEE AMERICAN WATER COMPANY**

**May 1, 2004**

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**AGREEMENT FOR SUPPORT SERVICES**  
**BETWEEN**  
**AMERICAN WATER RESOURCES, INC.**  
**AND**  
**TENNESSEE AMERICAN WATER COMPANY**

This Service Agreement, dated as of the 1<sup>st</sup> day of May, 2004 (the "Agreement"), is by and between the AMERICAN WATER RESOURCES, INC. (AWR), a corporation organized and existing under the laws of the Commonwealth of Virginia, with its principal office located at 1025 Laurel Oak Road, Voorhees, New Jersey 08043, and TENNESSEE AMERICAN WATER COMPANY (Utility), a corporation organized and existing under the laws of the State of Tennessee, with its principal office located at 1101 Broad Street, Chattanooga, Tennessee, 37401.

WHEREAS, AWR provides certain services to utility customers, as more particularly described on Appendix A which is attached hereto and incorporated herein by reference, which list may be modified or amended from time to time by AWR (hereinafter the "Programs"); and

WHEREAS, Utility is the owner of a public water supply system; and

WHEREAS, many of Utility's residential customers may desire to and qualify to participate in one or more of AWR's Programs; and

WHEREAS, Utility desires to make certain or all of the Programs available to its customers upon the terms and conditions contained herein; and

WHEREAS, AWR desires to contract with Utility for certain customer support services for the Programs; and

WHEREAS, Utility possesses the necessary ability and experience to provide such customer support services and is willing to provide such services for the Programs upon the

terms and conditions contained herein; and

WHEREAS, it is the mutual desire of the parties to enter into this Agreement providing for the customer support for the Programs;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and subject to the terms and conditions herein stated, AWR and Utility agree as follows:

SECTION 1. Definitions.

The following words and phrases when used in this Agreement shall have the following meaning:

"Agreement" means this Agreement between AWR and Utility.

"Force Majeure" means those events set forth in Section 13 of this Agreement.

"Fully Distributed Costs" means costs determined in a manner that complies with the standards and procedures for the apportionment of special, joint, and common costs between the Utility and any non-regulated entity in accordance with applicable regulations of the State commission or board having jurisdiction over the operations of Utility, except taxes as discussed in Section 5. A fully distributed costing methodology apportions the total costs of a group of services or products, including the authorized rate of return, among the individual services or products in that group.

Should the commission or board having jurisdiction over operations of Utility assign different costs than Utility has assigned, such commission or board assigned costs, once such assignment is final and non-appealable, shall be the Fully Distributed Costs, until such time as such commission or board assigns different costs, at which time such newly assigned costs shall be the Fully Distributed Costs. Whether to appeal a decision of the commission or board shall be in Utility's sole discretion.

"Services" means all of the duties, obligations, and services as defined herein to be provided by Utility that are related to the performance and operation of AWR's Programs.

SECTION 2. Appointment of Utility.

AWR hereby engages and appoints Utility to provide certain customer support services for the Programs.

SECTION 3. Term; Termination.

3.1 Term. The term of this Agreement shall commence on April 15, 2004, and be for a period of one (1) year unless sooner terminated or extended as hereinafter provided.

3.2 Renewal. The Agreement will automatically renew itself for periods of one (1) year, each following one after the other, unless either party gives written notice of termination to the other party in accordance with Section 3.3.1.1.

3.3 Termination.

3.3.1 Termination Without Cause:

3.3.1.1 Procedure - After the initial one (1) year term, this Agreement may be terminated without cause or penalty by either party upon giving the other party sixty (60) days written notice in advance of the date upon which the termination becomes effective. This Agreement shall automatically terminate at such time as either party, or its successor is no longer an affiliate of American Water Works Company, Inc.

3.3.1.2 Transition Services Following Termination Without Cause - Upon termination of the Agreement without cause, Utility shall continue to provide services to AWR, at AWR's request, for a period of not longer than sixty (60) days during AWR's transition to another service provider. Such transition services shall be provided under and subject to the same terms and provisions of this Agreement, including compensation.

3.3.2 Termination Upon Material Breach - Either party to the Agreement may terminate this Agreement upon material breach by the other party. The non-breaching party shall provide written notice of such breach to the other party, setting forth in detail the alleged failure and/or deficiency, and, if such breach is not corrected within thirty (30) days from receipt of written notice by certified mail, this Agreement shall be terminated.

SECTION 4. Compensation.

4.1 Fee. The fee paid to Utility by AWR for Services rendered pursuant to this Agreement shall be equal to one hundred and fifteen (115%) percent of the Fully Distributed Costs incurred by Utility in providing the Services except for billing and collection services. The Fee for billing and collection services rendered by Utility as set forth in Paragraph 6.1.3 below shall be at a rate of \$.405 per customer per billing period and apply in the aggregate to customers participating in one or more of AWR's Programs. The \$.405 rate may be adjusted from time to time as determined by the agency having regulatory authority over Utility to be consistent with any other such billing and collection service rates charged by Utility, under tariff, to others.

4.2 Allocation by Regulating Authority. Notwithstanding the fee schedule contained in Section 4.1, should the agency having regulatory authority over Utility disallow any cost of the Utility in excess of the Fully Distributed Costs as a result of the services provided to AWR pursuant hereto, AWR shall reimburse Utility for such disallowed costs, within thirty (30) days of receipt of notice of same and the fees due pursuant hereto shall be adjusted to reflect such allocation by such regulatory authority.



4.3 Reporting and Payments.

4.3.1 Utility shall maintain detailed records of all costs incurred in providing services to AWR. Utility will make such detailed records available for AWR's periodic review upon request by AWR, during normal business hours, at Utility's principal office.

4.3.2 Utility shall invoice AWR monthly or quarterly, at Utility's discretion, for the fee for services on or about the tenth business day of each billing period during the term of this Agreement. The invoice shall detail the services provided and the costs incurred. AWR shall pay such fee to Utility within fifteen (15) days of the date of the invoice.

SECTION 5. Taxes.

Any tax or other amount which Utility may be required to pay to or collect for a government agency upon or with respect to the Services rendered hereunder, or the use or delivery of any products or parts thereof on behalf of AWR, except income taxes, will be billed to AWR as separately stated charges and will be paid by AWR in addition to the fees paid pursuant to Section 4. In the event AWR disputes the taxability of an item hereunder, Utility will continue to collect such tax unless and until AWR provides Utility with documentation authorized and prescribed by the taxing authority, such as a certificate of exemption, relieving Utility from liability for the collection and payment of such tax.

SECTION 6. Scope of Services.

6.1 Utility agrees that it shall provide the following customer support services for the Programs in accordance with the terms and provisions of this Agreement:

6.1.1 Distribution of Promotional Materials. Upon request of AWR, Utility shall manage and direct the distribution of informational and promotional materials regarding the Program to its customers. Such materials shall be developed by AWR and provided to Utility in

sufficient quantities and in a timely manner so as not to impede any planned distribution efforts by Utility. The materials shall be distributed as a part of Utility's normal billing process, unless arrangements are made, at least sixty (60) days in advance, for a special mailing. The materials provided by AWR must be satisfactory in form and content to Utility, and nothing in this Agreement shall require Utility to distribute any materials that are not satisfactory to Utility. Utility shall make all reasonable efforts to promptly notify AWR when additional quantities of promotional materials are needed. Utility shall have the sole discretion to determine the customers who will receive the informational and promotional materials for the Program.

6.1.2 Notification of Claim. Should a Utility associate, as a part of his/her normal duties, determine that a Utility customer has a covered occurrence with the Customer's water or sewer service line, the Utility associate shall notify AWR by calling a toll-free telephone number to be supplied by AWR. AWR shall then engage a qualified contractor to provide the covered services to the customer. AWR shall timely provide the necessary information to cause Utility's customer records to reflect when coverage is available.

6.1.3 Billing and Collection. AWR shall provide Utility with a list of enrolled customers in its Programs who have chosen to have charges from AWR included on their bill from Utility, and shall keep such list up to date. Utility shall include such charges on the customer's bill and collect such charges from the customer until such time as the customer or AWR notifies Utility that the customer is no longer receiving service from AWR or has elected a different payment option. Utility shall forward collected payments from enrolled customers to AWR within fifteen days following the end of each calendar month for amounts collected during such month. All payments made by the customer shall be credited first to payment of any amount owed for utility service furnished by Utility; any remainder shall first be credited to

payment of any amount owed for utility service furnished by someone other than Utility but shown as a line item on the bill sent to the customer by Utility; and any remainder shall then be credited to payment of any amount owed to AWR. Utility shall not interrupt, cease or refuse utility service to a customer for non-payment of amounts owed to AWR. AWR shall be responsible for all collection efforts for non-payment by Utility customers for AWR Programs.

6.1.4 Other Services. Utility shall perform such other and further services as are agreed to in a Service Order in the form attached hereto as **Exhibit 1** executed by the parties during the Term hereof.

SECTION 7. Provision of Information.

Except as provided herein, any specifications, diagrams, sketches, models, examples, tools, computer or other apparatus, programs, software, technical or business information, written, oral or otherwise (all thereafter collectively referred to as "Confidential Information"), furnished by one party (hereinafter referred to as the "Disclosing Party") to the other party (hereinafter referred to as the "Receiving Party") under this Agreement or in contemplation of this Agreement will remain the property of the Disclosing Party and will be held Confidential by the Receiving Party. All copies of such information will be returned to the Disclosing Party upon request. The Receiving Party, and any individual assigned by the Receiving Party will not permit the duplication, use or disclosure of the Confidential Information whether such disclosure be oral, written, in the form of computer tapes, drawings or other medium to any person other than the Receiving Party's employees, agents or representatives who must have such information to provide the Services, unless otherwise specifically authorized in writing by the Disclosing Party.

Confidential Information does not include any information which, at the time of disclosure, is generally known by the public, is rightfully obtained from third parties, is independently developed by the Receiving Party and any individual assigned by the Receiving Party outside the scope of its performance herein, or had been in the possession of the Receiving Party and any individual assigned by the Receiving Party prior to its commencement of the performance of its services.

The Receiving Party and any individual assigned by the Receiving Party agrees that: (1) this covenant not to disclose our use Confidential Information shall survive termination of this Agreement; and (2) it shall be liable for any and all breaches of such covenant by the Receiving Party, its employees, agents or representatives, whether such breach occurs during or after the term of this Agreement.

The Receiving Party shall take such steps as may be necessary in order to limit access to the Confidential Information on a need-to-know basis and assure compliance by the employees, agents and representatives to whom such information is given.

The provisions of this section shall survive termination of this Agreement.

It is understood that the Receiving Party may be required to furnish information to judicial, regulatory, or administrative bodies. In such an event, the Receiving Party will promptly notify the Disclosing Party of such requirement and will cooperate with the Disclosing Party should the Disclosing Party desire to seek a protective order to prevent the public disclosure of its information.

#### SECTION 8. Compliance with Laws.

Both parties agree to comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and all other applicable federal and state laws, rules, regulations and codes with

which they are obligated to comply in the performance of this Agreement, including the procurement of permits and certificates where needed. Both parties further agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap, and to comply with all applicable federal and state laws, orders, rules and regulations on this subject during the performance of this Agreement.

This Agreement shall be subject to any and all applicable federal, state and local laws, regulations, and ordinances, as well as any applicable tariffs. To the extent necessary, the parties agree to amend this Agreement to conform to the requirements of any such laws, regulations, ordinances, or tariffs.

AWR shall provide Utility with evidence reasonably requested by Utility to demonstrate compliance herewith.

SECTION 9. Insurance.

9.1 AWR shall, during the term of this Agreement, maintain the following insurance coverages with respect to the Programs, and shall include Utility as an Additional Insured:

9.1.1 Comprehensive General Liability, including Products and Completed Operations, and Contractual Liability with limit of \$2,000,000, combined single limit.

9.1.2 Comprehensive Automobile Liability with limit of \$2,000,000, combined single limit.

9.1.3 Excess Comprehensive General and Automobile Liability with limit of \$2,000,000, excess of \$2,000,000.

9.2 AWR shall cause each contractor it engages to perform services under the Programs (collectively "Repair Contractors"), during the term of this Agreement, to maintain the

following insurance coverages with respect to the Programs, which coverages in subsections 9.2.1-9.2.3 shall include Utility as an Additional Insured:

9.2.1 Comprehensive General Liability, including Products and Completed Operations, and Contractual Liability with limit of \$1,000,000, combined single limit.

9.2.2 Comprehensive Automobile Liability with limit of \$1,000,000, combined single limit.

9.2.3 Excess Comprehensive General and Automobile Liability with limit of \$1,000,000, excess of \$1,000,000.

9.2.4 Workers Compensation coverage with Statutory Limits.

9.3 AWR shall, and shall cause its Repair Contractors to, furnish Utility with certificates of insurance evidencing coverage as required by this Paragraph.

#### SECTION 10. Obligations of AWR.

10.1 Development of Informational Materials. AWR shall be responsible for developing, producing, and printing all informational materials for the Programs, and supplying such materials to Utility. AWR shall provide Utility with the opportunity to review and approve all such materials in advance of any distribution to Utility's customers.

10.2 Training. AWR shall provide all necessary training and information to Utility personnel as is necessary to allow Utility to fully perform hereunder. Such training will be specific to educating Utility employees in the operation, terms, and conditions of the Programs. Utility shall make the necessary arrangements to provide a location for such training at or near Utility's facilities.

10.3 Contractors. AWR shall be responsible for engaging qualified independent contractors to perform the services included in the Programs. AWR shall contract with and

maintain a sufficient number of contractors to perform promised services under the Programs, during the term of this Agreement. The cost of all services provided by such contractors shall be paid by AWR. Nothing in this Agreement shall be deemed to create any obligation on the part of Utility to undertake performance of any such services or pay for such services by the contractors engaged by AWR.

10.4 Administration. AWR shall be responsible for coordinating all administrative activities for the Programs and its customers including, but not limited to, enrollments, billings, accounting, marketing, financial analysis and reporting. AWR shall promptly notify Utility of customer enrollments in the Programs, including any changes in enrollment or billing status.

SECTION 11. Joint Obligations of the Parties.

11.1 AWR and Utility agree to cooperate to review existing planning, management and operations practices for the Programs.

SECTION 12. Arbitration.

It is the stated intent and purpose of both parties at all times to reach agreement by negotiation between AWR and Utility, without recourse to arbitration. In the event, however, that such dispute or difference is not settled, either party may request that the matter be referred to arbitration. The demand for arbitration must be submitted to the American Arbitration Association within sixty (60) calendar days after the date of such request, in which case the arbitration shall cover and resolve any then existing controversy or claim between the parties hereto which directly or indirectly arises out of or relates to this Agreement. The arbitration shall be conducted in the Chattanooga, Tennessee in accordance with the rules and procedures then existing under the Commercial Arbitration Rules of the American Arbitration Association, provided that notwithstanding anything to the contrary contained in such Rules the following

shall apply: The arbitration board shall consist of three arbitrators. AWR shall choose one arbitrator and Utility shall choose one arbitrator. If the two arbitrators appointed by the parties fail to agree within five (5) business days upon the selection of a third arbitrator, the third arbitrator shall be selected from a list of arbitrators supplied by the American Arbitration Association or otherwise in accordance with such Rules. After the appointments of the third arbitrator, the arbitration board shall meet as necessary for the purpose of reaching a determination in the dispute or difference, and the decision of the majority of the board, submitted in writing, to AWR and Utility shall be final and binding upon both parties. Judgment upon any decision rendered by such arbitration board may be entered in any court having jurisdiction. Each party shall bear the expense of its own arbitrators and witnesses, and the expenses of the third arbitrator and any general expenses of the arbitration shall be born equally by both parties.

SECTION 13. Force Majeure.

If, because of any act or occurrence beyond the reasonable control of either party, including, without limitation, acts of God, legislation or lawful regulations of any governmental body, court orders, fire, flood, explosion, strikes, labor disputes or shortage, wars or civil commotion, either party is reasonably prevented from performing any or all of its obligations hereunder, and if the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned Force Majeure, any time or date limitations shall be extended to the extent such party is so prevented.

SECTION 14. Assignments.

This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to an affiliate or successor of either party.



SECTION 15. Amendments.

This Agreement may be modified only by a written amendment signed by both parties.

SECTION 16. Notices.

All notices provided for in this Agreement shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. mail, postage prepaid, registered or certified, return receipt requested, as follows:

If to AWR:

American Water Resources, Inc.  
1025 Laurel Oak Road  
Voorhees, New Jersey 08043  
Attention: Walter Lynch, President

If to Utility:

Tennessee American Water Company  
1101 Broad Street  
Chattanooga, Tennessee 37401  
Attention: David B. Schultz, President

SECTION 17. Governing Law.

This Agreement, including the validity thereof and the rights and obligations of the parties thereunder, shall be construed in accordance with, and governed by the laws of the State of Tennessee.

SECTION 18. Indemnification.

18.1 AWR shall, and shall cause its Repair Contractors to, defend, indemnify and hold harmless Utility, its officers, directors, employees and agents from and against any and all liability, including liability to third parties, for personal injury, including death, property damage, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suits and actions (including reasonable attorney's fees), for personal injury, including death, property damage or other injury, to the extent caused by or arising out of negligence or wrongful or willful misconduct on the part of AWR, its Repair Contractors, or their respective officers, employees, agents, contractors, and subcontractors in connection with the services rendered to Utility by AWR pursuant to the terms of this Agreement.

18.2 Utility shall defend, indemnify and hold harmless AWR, its officers, directors, employees and agents from and against any and all liability, including liability to third parties, for personal injury, including death, property damage, or other actions, damages, fines, penalties, claims, demands, judgments, losses, costs, expenses, suits and actions (including reasonable attorney's fees), for personal injury, including death, property damage or other injury, to the extent caused by or arising out of negligence or wrongful or willful misconduct on the part of Utility, its officers, employees, agents, contractors, and subcontractors in connection with the services rendered to AWR by Utility pursuant to the terms of this Agreement.

SECTION 19. No Waiver.

The failure of a party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

SECTION 20. Severability.

In case one or more of the covenants, terms or provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, terms, and provisions contained herein shall be in no way affected, prejudiced, or disturbed and the remaining covenants, terms, and provisions shall remain in full force and effect.

SECTION 21. No Third-Party Beneficiaries.

No customer of the Programs, contractors of AWR, or any other third party shall be deemed a third-party beneficiary of this Agreement.

SECTION 22. Independent Contractor.

It is understood that the relationship of Utility to AWR is that of an independent contractor and not that of an employee and or agent of AWR. None of the employees or agents of Utility shall be considered employees of AWR. None of the employees or agents of AWR shall be considered employees of Utility. Each party shall be wholly responsible and liable for the employment taxes and withholdings due as a result of their performance hereunder.

SECTION 23. Complete Agreement.

This Agreement sets forth the entire understanding of the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter hereof and may not be modified except in a writing executed by both parties.

SECTION 24. Titles and Headings.

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

SECTION 25. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 26. Condition Precedent.

This Agreement may be conditioned upon any necessary approval of the Tennessee Regulatory Authority.

SECTION 27. Limitation of Liability.


**NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL,  
CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, WHETHER ARISING OUT**

**OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ATTRIBUTABLE TO OR RESULTING FROM ITS PERFORMANCE HEREUNDER.** In no event will Utility's liability for damages caused by its failure to supply material or perform services in a proper or timely manner exceed the amount paid by AWR to Utility for such materials or services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

AMERICAN WATER RESOURCES, INC.

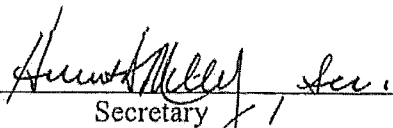
  
Secretary

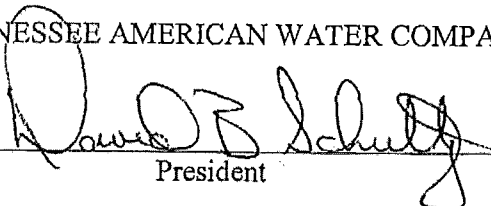
By:   
President

(SEAL)

ATTEST:

TENNESSEE AMERICAN WATER COMPANY

  
Secretary

By:   
President

(SEAL)

## **APPENDIX A**

### **Water Line Protection Program:**

For a periodic fee, Utility customers may enroll in the Water Line Protection Program that, subject to its terms and conditions, provides a service to repair customer-owned water lines that leak or break due to normal wear and tear.

### **Sewer Line Protection Program:**

For a periodic fee, Utility customers may enroll in the Sewer Line Protection Program that, subject to its terms and conditions, provides a service to clear or repair blocked customer-owned sewer lines that become clogged or blocked due to normal wear and usage.

Exhibit 1

SERVICE ORDER

American Water Resources, Inc. (AWR) hereby engages Tennessee American Water Company (Utility) to perform the following services, pursuant to the Agreement for Support Services executed between the parties on May 1, 2004:

Water and Sewer Line Protection Programs:

1. Distribution of Promotional Materials. See Section 6.1.1 for scope of services.
2. Repair Service Initiation. See Section 6.1.2 for scope of services.
3. Distribution of Customer Surveys. From time to time, AWR may develop customer surveys designed to measure customer satisfaction with the Programs, and if necessary, make Program enhancements. AWR shall submit such survey materials to Utility for review and comment prior to distribution to customers.
4. Billing and Collecting. Utility shall bill each of its customers who AWR identifies as having requested service and billing from Utility by a line item on the customer's water bill. AWR shall furnish reasonable evidence that a customer has requested the service to Utility upon Utility's request. Utility shall collect payments from the enrolled customers and forward same to AWR within fifteen days following the end of each calendar month for amounts collected during such month. All payments made by the customer shall be credited first to payment of any amount owed for utility service furnished by Utility; any remainder shall first be credited to payment of any amount owed for utility service furnished by someone other than Utility but shown as a line item on the bill sent to the customer by Utility; and any remainder shall then be credited to payment of any amount owed to AWR. Utility shall not interrupt, cease or refuse utility service to a customer for non-payment of amounts owed to AWR. AWR shall be responsible for all collection efforts for non-payment by Utility customers for AWR Programs.

AMERICAN WATER RESOURCES, INC.

By: W. Atkinson  
President

TENNESSEE AMERICAN WATER COMPANY

By: David B. Schultz  
President

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**PETITION OF TENNESSEE AMERICAN  
WATER COMPANY TO CHANGE AND  
INCREASE CERTAIN RATES AND  
CHARGES SO AS TO PERMIT IT TO  
EARN A FAIR AND ADEQUATE  
RATE OF RETURN ON ITS PROPERTY  
USED AND USEFUL IN FURNISHING  
WATER SERVICE TO ITS CUSTOMERS**

**DOCKET NO. 10-00189**

**AFFIDAVIT**

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

I, MICHAEL A. MILLER, Treasurer/Comptroller for Tennessee American Water Company, do hereby certify that the foregoing responses to the Fourth Data Requests from the Staff of the Tennessee Regulatory Authority were prepared by me or under my supervision and are true and accurate to the best of my knowledge and information.

DATED this 18<sup>th</sup> day of February, 2011.

Michael A. Miller  
(signature)

Michael A. Miller  
(printed name)

Sworn to and subscribed before me this 18<sup>th</sup> day of February , 2011.

Lisa R. Brooks  
NOTARY PUBLIC

My Commission Expires:

September 7, 2019



### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by way of the method(s) indicated, on this the 18<sup>th</sup> day of February, 2011, upon the following:

<input type="checkbox"/> Hand-Delivery	Ryan McGehee, Esq.
<input checked="" type="checkbox"/> U.S. Mail	Mary L. White, Esq.
<input type="checkbox"/> Facsimile	Counsel for the Consumer Advocate
<input type="checkbox"/> Overnight	and Protection Division
<input checked="" type="checkbox"/> Email	OFFICE OF THE ATTORNEY GENERAL
	425 5th Avenue North, 2nd Floor
	Nashville, TN 37243-0491
<input type="checkbox"/> Hand-Delivery	David C. Higney, Esq.
<input checked="" type="checkbox"/> U.S. Mail	Counsel for Chattanooga Regional
<input type="checkbox"/> Facsimile	Manufacturers Association
<input type="checkbox"/> Overnight	GRANT, KONVALINKA & HARRISON, P.C.
<input checked="" type="checkbox"/> Email	633 Chestnut Street, 9th Floor
	Chattanooga, TN 37450
<input type="checkbox"/> Hand-Delivery	Henry M. Walker, Esq.
<input checked="" type="checkbox"/> U.S. Mail	Counsel for Chattanooga Regional
<input type="checkbox"/> Facsimile	Manufacturers Association
<input type="checkbox"/> Overnight	BRADLEY, ARANT, BOULT, CUMMINGS, PLC
<input checked="" type="checkbox"/> Email	1600 Division Street, Suite 700
	Nashville, TN 37203
<input type="checkbox"/> Hand-Delivery	Michael A. McMahan, Esq.
<input checked="" type="checkbox"/> U.S. Mail	Valerie L. Malueg, Esq.
<input type="checkbox"/> Facsimile	City of Chattanooga (Hamilton County)
<input type="checkbox"/> Overnight	OFFICE OF THE CITY ATTORNEY
<input checked="" type="checkbox"/> Email	100 East 11 <sup>th</sup> Street, Suite 200
	Chattanooga, TN 37402
<input type="checkbox"/> Hand-Delivery	Frederick L. Hitchcock, Esq.
<input checked="" type="checkbox"/> U.S. Mail	Harold L. North, Jr., Esq.
<input type="checkbox"/> Facsimile	Counsel for City of Chattanooga
<input type="checkbox"/> Overnight	CHAMBLISS, BAHNER & STOPHEL, P.C.
<input checked="" type="checkbox"/> Email	1000 Tallan Building
	Two Union Square
	Chattanooga, TN 37402



☐ Hand-Delivery  
☒ U.S. Mail  
☐ Facsimile  
☐ Overnight  
☒ Email

Mark Brooks, Esq.  
Counsel for Utility Workers Union of America,  
AFL-CIO and UWUA Local 121  
521 Central Avenue  
Nashville, TN 37211

☐ Hand-Delivery  
☒ U.S. Mail  
☐ Facsimile  
☐ Overnight  
☒ Email

Scott H. Strauss, Esq.  
Katharine M. Mapes, Esq.  
Counsel for UWUA, AFL-CIO and UWUA Local 121  
SPIEGEL & MCDIARMID LLP  
1333 New Hampshire Avenue, NW  
Washington, DC 20036

☐ Hand-Delivery  
☒ U.S. Mail  
☐ Facsimile  
☐ Overnight  
☒ Email

Donald L. Scholes, Esq.  
Counsel for Walden's Ridge Utility District and Signal  
Mountain  
BRANSTETTER, STRANCH & JENNINGS PLLC  
227 Second Avenue North  
Fourth Floor  
Nashville, TN 37201

A handwritten signature in black ink, appearing to read "D. Scholes", is written over a horizontal line.