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ATTORNEYS AT LAW

Nashville · Memphis

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H. LaDon Baltimore
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Direct Dial:
(615) 687-4243

March 29, 2013

Via Electronic and Hand-Delivery

Mr. James M. Allison, Chairman
c/o Sharla Dillon
(sharla.dillon@tn.gov)
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: Docket No. 12-00039, *Petition of Old Hickory Water, LLC for a Certificate of Convenience and Necessity*

Dear Chairman Allison:

Attached is the Petitioner's Response to the Data Request of February 28, 2013.

One supplemental filing will be due. The 2011 Annual Report is being reviewed and checked; it will be submitted shortly.

Please note that Exhibits 2, 3 and 5 are confidential and furnished in separate sealed envelopes.

Sincerely,

A handwritten signature in black ink, appearing to read "H. LaDon Baltimore". The signature is fluid and cursive, with the first name "H." and last name "Baltimore" clearly distinguishable.

H. LaDon Baltimore,
Counsel for Old Hickory Water, LLC

RESPONSE TO DATA REQUEST OF FEBRUARY 28, 2013
(Data Request is Attached as Attachment A)

1. Previous contract with the City of Maynardville is attached as Exhibit 1.

Old Hickory Water, LLC ("Old Hickory") is like any other water customer of the City of Maynardville; no contract now. If Old Hickory does not pay its bill, Old Hickory will be disconnected.

As with any customer, the City of Maynardville will supply water as long as Old Hickory pays its bill. Old Hickory will provide water to all residents who sign up for water and pay their bills.

2. Hickory Star Park 1 - Cabins 26 lots serviced Located in the campground.

Hickory Star Park 2 - Cabins 10 lots serviced Located in the campground.

Hickory Star Park 3 - Cabins - 4 lots serviced - Located in the campground.

Hickory Star Subdivision - Rural Residential homes - 89 lots serviced - Located in residential area.

Property No. 04-056-041.00- No lots serviced

Property No. 04-048-003.00 - No lots serviced

Property conveyed to Hometown Hickory Star, LLC - No lots serviced

Motel/Office/Marina- Commercial- 1 serviced.

3. One payment on 12/8/11 for Management Fees - 1166 hours @ \$25.00 per hour.

4. The \$913.49 was not Management Fees. It was supplies.

5. Financial statements attached as CONFIDENTIAL Exhibit 2.

6. The maps Old Hickory submitted previously are the most current maps and the only maps Old Hickory has. The maps include all areas serviced.

7. Justin Noah is responsible for the day to day operation of the system and response to emergency situations and the customer issues/complaints. Dean Knuckles and Michael Payne are also available for emergency situations. No members of Hickory Star staff hold a water/wastewater certificate. Michael Payne does hold a water/wastewater certificate.

8. Old Hickory keeps track of hours that Hickory Star employees work performing work for Old Hickory Water, LLC.

9. Invoice is attached with itemization for management fees as CONFIDENTIAL Exhibit 3.
-

10. Attached as Exhibit 4 is a printout of an Old Hickory Water, LLC customer. The software would not print out an actual customer bill for the time period requested.

11. There have been no customer complaints on the water or wastewater systems.

12. Motion for Approval of Alternative Financial Security was filed March 11, 2013.

13. Chart of Accounts is attached as CONFIDENTIAL Exhibit 5.

14. The 2011 Annual Report is being double checked and will be submitted shortly.

**OLD HICKORY WATER, LLC
DOCKET NO. 12-00039
DATA REQUEST RESPONSE**

March 29, 2013

ATTACHMENT A

(TRA DATA REQUEST)

TENNESSEE REGULATORY AUTHORITY



460 James Robertson Parkway
Nashville, Tennessee 37243-0505

February 28, 2013

H. LaDon Baltimore
Farris Mathews Bobango PLC
618 Church Street, Suite 300
Nashville, TN 37219

RE: Docket No. 12-00039, *Petition of Old Hickory Water, LLC for a Certificate of Convenience and Necessity.*

Dear Mr. Baltimore:

In order for the Authority to further evaluate your petition and for this matter move along as quickly as possible, it is requested that you provide complete responses to the attached list of questions.

This information should be provided no later than 2:00 p.m. Tuesday, March 12, 2013, and should reference Docket Number 12-00039 on the response. In accordance with Authority rules submit either (1) thirteen written copies of your response or (2) four written copies and an electronic version. Should you have any questions or need clarification of this request, please contact me Patsy Fulton (615) 741-2904, extension 193.

Sincerely,

David Foster
Chief, Utilities Division

Attachment

C: Docket File
John Parton

1. Regarding water supply from the City of Maynardville, Company response to Staff data request #14 (see Exhibit H to Petition) stated that there is no contract between Old Hickory and the City, but in response to Staff data request #21 provided on November 15, 2012, you state that the City is required to provide 60 days notification if rates are to be increased.

Is Old Hickory currently receiving water under the terms and conditions of the previous contract between Hickory Star Water and the City? If so, please provide a copy of that contract.

If the old contract is no longer in force, what obligation does the City of Maynardville have to provide water on a continuous basis to Old Hickory? What will govern Old Hickory's responsibility to provide water to residential customers in the area, as outlined in Exhibits to the previous contract?

2. The response to Staff data request #16 (see Exhibit H to Petition), was "the Company is in the process of obtaining this information." Please provide your response to this question. Questions #15 & #16 have been reproduced below for your convenience:

(#15) Provide the number of customers for each class of customers (residential, overnight rental or commercial) being served in the campgrounds, marina, restaurant, hotel, condos and RV Park. **Response: Commercial-Hickory Star has 41 meters. Residential has 89 meters.**

(#16) The City of Maynardville Water Contract signed in 1999 provided in its Exhibits A-G that Hickory Star would provide water to:

- Hickory Star Park Subdivisions 1 (52 lots plus a "proposed playground"), 2 (85 lots) and 3(23 lots)
- Hickory Star Subdivision (16 lots)
- Property No. 04-056-041.00
- Property No. 04-048-003.00 (66.28 acres)
- Property conveyed to Hometown Hickory Star, LLC

Complete the following information for the above areas:

	<u>Description of Area</u>	<u>No. lots serviced</u>	<u>Residential/Campground/Commercial</u>
Hickory Star Park	1		
Hickory Star Park	2		
Hickory Star Park	3		
Hickory Star Subdivision			

Property No. 04-056-041.00

Property No. 04-048-003.00 (66.28 acres)

Property conveyed to Hometown Hickory Star, LLC

Please complete above information on a separate sheet, allowing for more room to be descriptive. Match the description of these properties to the service areas listed in Question #15. **Response: Company is in the process of obtaining this information.**

3. Provide an itemization of the \$29,150 (dates, payee(s) and amounts) in Management Fees that were included on the Income Statement (Year Ended 12/31/2011).
4. Provide an itemization of the \$913.49 (dates, payee(s) and amounts) in Management Fees included on the Income Statement (Six Months Ended June 30, 2012).
5. Provide Financial Statements for Old Hickory Water (Income Statement, Balance Sheet, and Cash Flow Statement) for Year Ended December 31, 2012.
6. Staff data request #17 (see Exhibit H to Petition) requested a current map of the Company's service areas, showing which areas currently receive water service and which areas receive wastewater service, along with any potential growth areas. The Company submitted maps prepared in 1997 in its Supplement Response, filed November 20, 2012. Are these the most current maps available? Do these maps include all areas currently served by Old Hickory?
7. The Company's response to Staff data request question #13, filed on November 15, 2012, states that Mr. Michael Payne performs bacterial tests and monthly reports. Who is responsible for the day to day operation of the system and response to emergency situations and customer issues/complaints? Is Mr. Payne on call for emergencies? Does any member of Hickory Star staff hold a water/wastewater certificate?
8. You state that Hickory Star employees also perform work for Old Hickory (see response to Staff data request question #14, filed on November 15, 2012). Provide the Company's methodology for allocating costs from Hickory Star to Old Hickory.
9. Old Hickory's bank statement for month end 12/31/2011 had a beginning balance of \$29,367.88 and an ending balance of \$1,248.26, with check number 1046 written for \$29,150. Please provide a copy of the invoice(s) and/or back-up documentation supporting this check amount.
10. Provide a copy of a customer bill rendered from Old Hickory Water, LLC (Hickory Star) to a residential water customer and a wastewater customer from the July, 2012 billing.

11. Provide a list of all customer complaints that have been received since January 1, 2012 for both the water system and wastewater system. Identify by date, customer, cause for complaint and action taken.
12. The Company submitted a bond for Old Hickory, LLC in the amount of \$25,000. TRA Rule 1220-4-13-.07(2)(a) requires a security in the amount of \$20,000 or one hundred percent (100%) of the amount of gross annual revenue reported on the most recent UD20. Please submit a new bond in the amount of \$84,355 or file a petition with the Authority for approval of an alternative amount pursuant to TRA Rule 1220-4-13-.07(5).
13. TRA Rule 1220-4-1-.11 requires all regulated utilities to keep their books and records in accordance with the Uniform System of Accounts. Please provide a copy of the Company's Chart of Accounts.
14. To date we have not received the Company's 2011 Annual Report, which was due on April 1, 2012. Please provide.

**OLD HICKORY WATER, LLC
DOCKET NO. 12-00039
DATA REQUEST RESPONSE**

March 29, 2013

EXHIBIT 1

WATER SERVICING AGREEMENT

This Water Servicing Agreement (the "Agreement") is made and entered into this 12 day of MAY, 1999, by and between HICKORY STAR WATER COMPANY, L.L.C., a Delaware Limited Liability Company, authorized and qualified to do business in the State of Tennessee ("Hickory"), and THE CITY OF MAYNARDVILLE OF THE STATE OF TENNESSEE (the "City").

RECITALS

A. Hickory desires to obtain water from the City's water system to service that certain area located in Union County, Tennessee, described on Exhibit "A" attached hereto and made a part hereof (the "Serviced Area").

B. The City is willing to extend the City's water system to the Serviced Area, provided that Hickory undertakes the servicing of individual customers within the Serviced Area.

NOW, THEREFORE, in consideration of their mutual promises contained herein and other valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties agree as follows:

1. Extension of City's Water System.

As soon as practicable following the execution hereof, the City shall, at its sole cost, construct all necessary improvements and install all necessary water lines and equipment to extend the City's water system to the southern boundary of the Serviced Area (the "Connection"). Without limiting the generality of the foregoing, the City shall install improvements, water lines and equipment adequate for servicing the entire Serviced Area, assuming full occupancy as projected by Hickory, including, without limitation, a master water meter for the entire Serviced Area and a 100,000 gallon water storage tank installed at the Connection. Said extension of the City's water system to the Serviced Area (the "Extension") shall be completed within one (1) year from the date of closing of the loan by the Farmers Home Loan Administration (the "FHA Loan") to the City for the purpose of financing the Extension (the "Completion Date"). The obligations of Hickory and the City under this Agreement are each conditioned upon the closing of the FHA Loan. In the event the FHA Loan fails to close by the third (3rd) anniversary of the date hereof, this Agreement shall terminate automatically and thereafter neither party shall have any further obligation hereunder.

2. Water Services to be Provided by the City.

On or before the Completion Date, the City shall service City water to Hickory at the Connection in a quantity sufficient to meet the requirements, from time to time, of all existing and future residential and commercial water users within the Serviced Area. Hickory shall pay to the City a one time tap-in fee of \$800 or cost of tap-in installation, whichever is greater, and a security deposit of \$50 prior to commencement of services by the City. The City shall charge Hickory standard water usage fees that are customarily charged to residents outside the City limits in Union County, Tennessee. In addition to such standard water usage fees, Hickory shall pay to the City a basic service charge in the sum of \$1,623 per month. The Extension and the City's provision of water services hereunder, including without limitation the quality of water, shall comply with all applicable federal, state and local laws, statutes, rules and regulations.

3. Water Services Provided by Hickory.

Hickory shall have the sole right and authority to provide water services, using the City water it purchases, to all residential and commercial water users in the Serviced Area and collect fees and charges for such services at rates established by Hickory in its sole discretion. Hickory shall be solely responsible for the installation of all water lines, equipment and meters required for such services. Provided, however, all installations of water lines, equipment and meters shall conform to the then existing specifications and requirements on file with the City. Hickory shall have the right to sell or otherwise transfer said water servicing business to any third party, provided that the transferee assumes the obligation to pay the water usage fees, the \$1,623 per month basic service charge described in paragraph 2 above and further assumes all other requirements and obligations as are found in this Water Servicing Agreement.

4. Continued Service.

In the event Hickory fails to pay its water bill in full for two consecutive months, Hickory shall offer to sell its water system to the City at a mutually agreeable price. Provided, however, the City shall have no obligations whatsoever to purchase said water system. If the City wishes to purchase the water system, and in the event the parties cannot agree upon a price for the water system, the price for the system shall be settled by arbitration in accordance with the laws of arbitration of the State of Tennessee. If Hickory does not continue to provide water service during such negotiations or arbitration, the City may continue to provide water service directly to

Hickory's customers pending the transfer of its system to the City in the event, and only in the event, that the City should, at its sole and only discretion, desire to purchase said water system. If the City does not desire to purchase the water system, Hickory shall assume and have complete liability and responsibility to provide water service to Hickory's customers and Hickory shall defend, indemnify and hold the City harmless of and from any and all costs, damages and fees associated with Hickory's failure to provide water service or Hickory's failure to comply with any and all terms of this Agreement.

5. Certification by Tennessee Regulatory Authority.

As a condition of service under this Agreement, Hickory shall obtain a certificate of convenience and necessity from the Tennessee Regulatory Authority as required by state law.

6. Memorandum of Agreement.

Concurrently with the execution hereof, the City and Hickory shall execute a Memorandum of Agreement in the form of Exhibit "B" attached hereto and made a part hereof, with proper acknowledgment, and cause such Memorandum to be recorded in Union County, Tennessee.

7. Authority.

Each party hereby warrants and represents that it has the authority to enter into this Agreement and the signatures hereupon shall bind said parties.

8. Notices.

Any notices, requests, demands, instructions or other communications to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Hickory:

Hickory Star Water Company, L.L.C.
6171 W. Century Boulevard
Suite 100
Los Angeles, California 90045
Attention: Mr. William W. Geary, Jr.

With a copy to: Sandler and Rosen, LLP
1801 Avenue of the Stars
Suite 510
Los Angeles, California 90067
Attention: Ming-chu C. Rouse, Esq.

To the City: City of Maynardville
P.O. Box 217
Maynardville, Tennessee 37807
Attention: Maynardville City Manager

With a copy to: Darryl W. Edmondson, Esq.
120 Court Street
P. O. Box 789
Maynardville, Tennessee 37807

Said addresses may be changed from time to time by notice sent in the manner set forth above. All notices shall be deemed delivered on the date personally delivered, or upon receipt if sent by overnight courier, or forty-eight (48) hours after the date deposited into the United States mail.

9. Entire Agreement.

This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto. This Agreement shall be governed by laws of the State of Tennessee.

10. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

11. Counterparts.

This Agreement and any amendment or supplements thereto may be executed in counterparts, and all counterparts together shall be construed as one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"Hickory"

HICKORY STAR WATER COMPANY, L.L.C.,
a Delaware limited liability company

By: Hickory Star, L.L.C., a Delaware limited liability
company, its sole member

By: Carlsberg Recreational Properties, Inc., a Cal. corp.

Its: sole member

By: 

William W. Geary, Jr., President

"The City"

THE CITY OF MAYNARDVILLE

By: 

Its: CITY manager

LEGAL DESCRIPTION

EXHIBIT "A"

SITUATED in District No. 4 of Union County, Tennessee, and being known and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 36, 38, 40, 42, 44, 49, 50, 51, 52, and the "Proposed Playground" property which fronts on Hickory Road and is now depicted as Tax Parcel 73.01 on Map 48KA, all in Hickory Star Park, a subdivision to Union County, Tennessee, as shown by map of said subdivision of record on the last page attached to Warranty Book E, Volume 3, in the Union County Register's Office, said lots and parcel being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

EXHIBIT "B"

SITUATED in District No. 4 of Union County, Tennessee, and being known and designated as Lots 190, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 102, 103, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, and 163 in Hickory Star Park Subdivision No. 2, a Subdivision to Union County, Tennessee, as shown by map of said subdivision of record in Plat Cabinet A, Slide 11, in the Union County Register of Deeds Office, said lots being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

EXHIBIT "C"

SITUATED in District No. 4 of Union County, Tennessee, and being known and designated as Lots 213, 214, 215, 217, 219, 221, 223, 225, 227, 229, 231, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, and 238 in Hickory Star Park Subdivision No. 3, a Subdivision to Union County, Tennessee, as shown by map of said subdivision of record in Plat Cabinet A, Slide 18, in the Union County Register of Deeds Office, said lots being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

EXHIBIT "D"

SITUATED in District No. 4, of Union County, Tennessee, and being known and designated as Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Unit 1, Hickory Star Subdivision, a subdivision to Union County, Tennessee, as shown by map of said subdivision of record in plat Cabinet A, Slide 185, in the Union County Register of Deeds Office, said lots being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

EXHIBIT "E"

SITUATED in District No. 4 of Union County, Tennessee, and being a certain parcel of property identified as Tax Identification No. 04-056-041.00, and being all that property described in that deed of record in Warranty Book J, Volume 3, page 216, in the Union County Register of Deeds Office, said property being more particularly described in said deed attached hereto.

EXHIBIT "F"

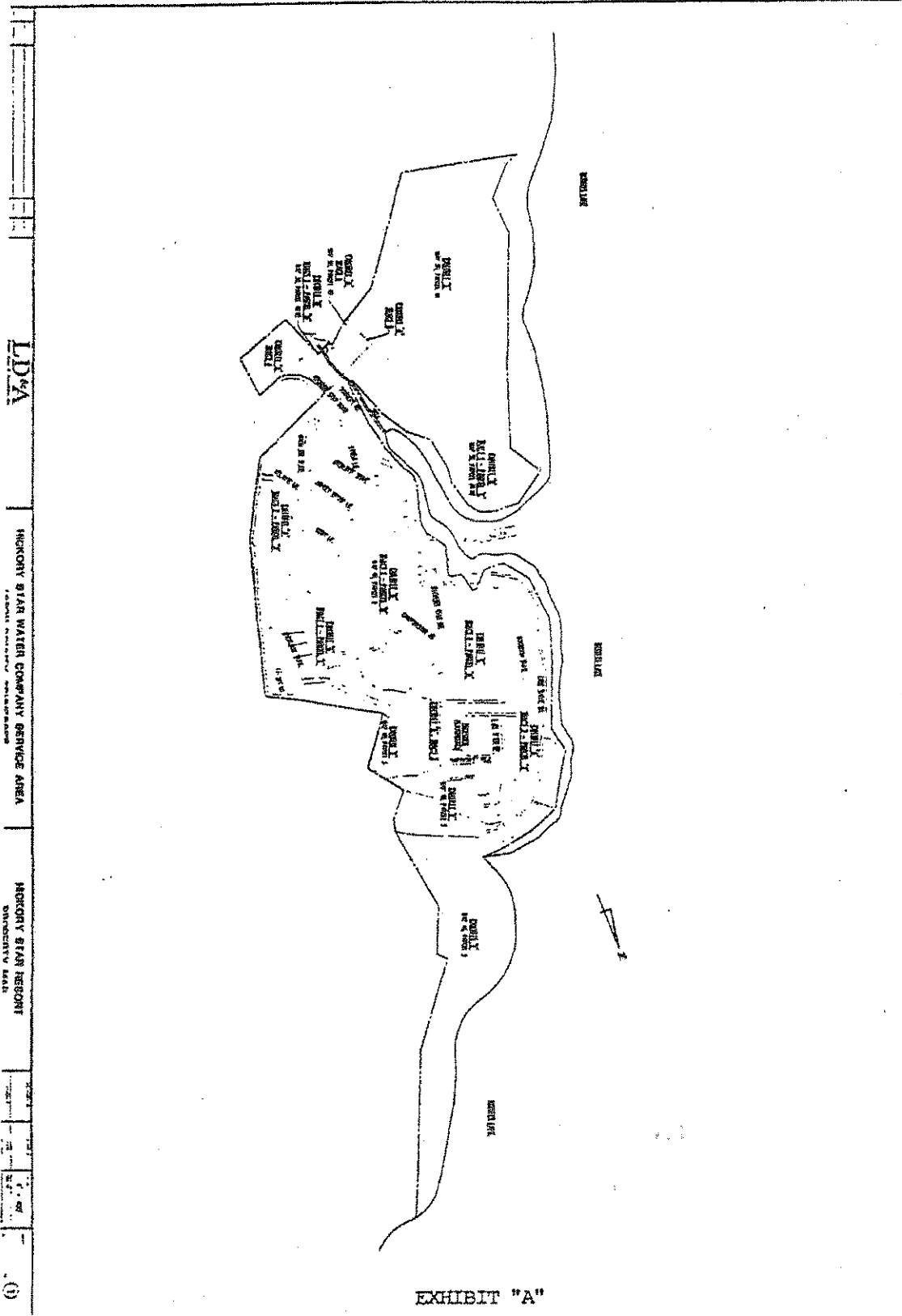
SITUATED in District No. 4 of Union County, Tennessee, and being all of that property identified as Tax Identification No. 04-048-003.00, which parcel contains 66.28 acres, more or less, which property is described in those deeds of record in Warranty Book O, Volume 3, page 182; Warranty Book Q, Volume 4, page 536; and Warranty Book Q, Volume 4, page 539, and in such other deeds to Carl Nelson, Jr., as may appear of record in the Union County Register of Deeds Office. Copies of the three mentioned deeds are attached hereto.

EXHIBIT "G"

SITUATED in District No. 4 of Union County, Tennessee, and being all of that property conveyed to Hometown Hickory Star, L.L.C., a Delaware limited liability company, by Warranty Deed from TTP, Inc., a California corporation, dated December 12, 1997, of record in Warranty M, Series 6, page 443, in the Union County Register of Deeds Office, said property being more particularly described on said deed attached hereto.

EXHIBIT "A"

n 2 6 1



Recording Requested By
And When Recorded Mail To:

Ming-chu C. Rouse, Esq.
Sandler and Rosen, LLP
1801 Avenue of the Stars
Suite 510
Los Angeles, California 90067

MEMORANDUM OF WATER SERVICING AGREEMENT

By this MEMORANDUM OF WATER SERVICING AGREEMENT entered into as of the 10 day of May, 1999, concurrently with a Water Servicing Agreement with the same parties (the "Agreement"), THE CITY OF MAYNARDVILLE OF THE STATE OF TENNESSEE (the "City") and HICKORY STAR WATER COMPANY, L.L.C., a Delaware Limited Liability Company, authorized and qualified to do business in the State of Tennessee ("Hickory"), hereby agree as follows:

1. The City hereby agrees to (a) extend, at its sole cost, the City's water system to the southern boundary of the "Serviced Area" located in Union County, Tennessee, described on Exhibit "A" attached hereto and made a part hereof, and (b) provide water services to Hickory at said location in a quantity sufficient to meet the requirements, from time to time, of all existing and future residential and commercial water users within the Serviced Area. Said extension of the City water system shall be completed and the City's water services to Hickory shall commence within one (1) year from the date of closing of the loan by the Farmers Home Loan Administration (the "FHA Loan") to the City for the purpose of financing said extension. The obligations of Hickory and the City under the Agreement are each conditioned upon the closing of the FHA Loan. In the event the FHA Loan fails to close by the third (3rd) anniversary of the date of the Agreement, the Agreement shall terminate automatically and thereafter neither party shall have any further obligation thereunder. The City shall charge Hickory standard water usage fees that are customarily charged to residents outside the City limits in Union County, Tennessee. In addition to such standard water usage fees, Hickory shall pay to the City a basic service charge in the sum of \$1,623 per month.

2. Hickory shall have the sole right and authority to provide water services, using the City water it purchases, to all residential and commercial water users in the Serviced Area and

collect fees and charges for such services at rates established by Hickory in its sole discretion. Hickory shall be solely responsible for the installation of all water lines, equipment and meters required for such services. Provided, however, all installations of water lines, equipment and meters shall conform to the then existing specifications and requirements on file with the City. Hickory shall have the right to sell or otherwise transfer said water servicing business to any third party, provided that the transferee assumes the obligation to pay the water usage fees, the \$1,623 per month basic service charge described in paragraph 1 above and further assumes all other requirements and obligations as are found in the Agreement.

3. The parties have executed and recorded this instrument for the purpose of imparting notice of the Agreement. The terms, covenants and conditions of the Agreement are incorporated herein by reference as though set forth fully herein. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control. This Memorandum and the Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the City and Hickory have executed this Memorandum this 12 day of MAY, 1999.

THE CITY OF MAYNARDVILLE

By: [Signature]
Its CITY Manager

HICKORY STAR WATER COMPANY, L.L.C.,
a Delaware limited liability company

By: Hickory Star, L.L.C., a Delaware limited liability
company, its sole member

By: Carlsberg Recreational Properties, Inc., a Cal. corp.
Its sole member

By: [Signature]
William W. Geary, Jr., President

[Attach Notary Jurats]

STATE OF Illinois
COUNTY OF Union

On 12 May 1999, before me, Deaf W. Edwards,
Notary Public, personally appeared
David Summers, Maynardville City Manager.

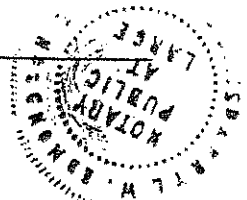
☐ personally known to me - OR

☒ ~~DE~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Comm. Exp.
Feb 11, 2003

Deaf W. Edwards
NOTARY PUBLIC



STATE OF CALIFORNIA
COUNTY OF Los Angeles

On MAY 18, 1999, before me, Cassie S. Schiebel,
Notary Public, personally appeared
William W. Jenny, Jr..

☒ personally known to me - OR

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Cassie S. Schiebel
NOTARY PUBLIC

**OLD HICKORY WATER, LLC
DOCKET NO. 12-00039
DATA REQUEST RESPONSE**

MARCH 29, 2013

EXHIBIT 2

CONFIDENTIAL AND PRIVILEGED

IN SEPARATE ENVELOPE

**OLD HICKORY WATER, LLC
DOCKET NO. 12-00039
DATA REQUEST RESPONSE**

MARCH 29, 2013

EXHIBIT 3

**CONFIDENTIAL AND PRIVILEGED
IN SEPARATE ENVELOPE**

**OLD HICKORY WATER, LLC
DOCKET NO. 12-00039
DATA REQUEST RESPONSE**

March 29, 2013

EXHIBIT 4

3/20/2013
12:17:21PM
Reprinted for: 7/31/2012

Billing Register

Page 1 of 1

WATER,RVS

Acct	Rt	Name	Usage	Readings	Water	Sewer	Reconn	Adjust	Tax	Past Due	Total
124	1	J. BETRAM SOLOMON	4,100	742	783	\$67.91			\$6.28		74.19

3/20/2013
12:17:21PM

Billing Register Summary

Reprinted for:
7/31/2012

WATER,RVS

1 Accounts Listed		Total Usage	4,100	
Water	\$67.91		Total Current Charges	\$74.19
Sewer	\$0.00		Past Due	
Reconnect	\$0.00		Overpay/Prepays	
Adjustments	\$0.00		Total Receivables	\$74.19
Tax	\$6.28			

Qualified By: Individual Accounts

**OLD HICKORY WATER, LLC
DOCKET NO. 12-00039
DATA REQUEST RESPONSE**

MARCH 29, 2013

EXHIBIT 5

**CONFIDENTIAL AND PRIVILEGED
IN SEPARATE ENVELOPE**