

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:

**JOINT APPLICATION OF AQUA UTILITIES
COMPANY, INC., AND LIMESTONE WATER
UTILITY OPERATING COMPANY, LLC, FOR
AUTHORITY TO SELL OR TRANSFER TITLE
TO THE ASSETS, PROPERTY, AND REAL
ESTATE OF A PUBLIC UTILITY AND FOR A
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

DOCKET NO. 19-00062

**AMENDED AND RESTATED JOINT APPLICATION OF AQUA UTILITIES
COMPANY, INC., AND LIMESTONE WATER UTILITY OPERATING COMPANY,
LLC, FOR AUTHORITY TO SELL OR TRANSFER TITLE TO THE ASSETS,
PROPERTY, AND REAL ESTATE OF A PUBLIC UTILITY AND FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Tenn. Code Ann. §§ 65-4-104 and 65-4-113 and TPUC Rules 1220-1-1-.03 and 1220-04-13-.10, Aqua Utilities Company, Inc., (“Aqua Utilities”) and Limestone Water Utility Operating Company, LLC, (“Limestone”) (collectively “Applicants”) respectfully submit this Amended and Restated Joint Application (“Joint Application”) requesting the Tennessee Public Utility Commission (“TPUC” or “Commission”) to authorize Aqua Utilities to sell or transfer title to all assets, property, and real estate currently used to provide regulated water and wastewater services to customers in the following subdivisions located in Hardin County, Tennessee: Points of Pickwick, The Preserve, and Northshore (Phases 1, 2, and 3) (“the Transaction”). In addition, to enable Limestone to operate the water and wastewater systems it proposes to acquire (“Systems”), Applicants request the Commission authorize the transfer of Aqua Utilities’

Certificate of Public Convenience and Necessity (“CCN”) or, alternatively, grant Limestone a new CCN pursuant to Tenn. Code Ann. § 65-4-201 and TPUC Rule 1220-4-13.-17.

Under terms of the Purchase and Sale Agreement governing the sale of the Aqua Utilities systems, all authorizations and approvals requested in the preceding paragraph, and related accounting, ratemaking, and regulatory approvals, are conditions precedent to closing the Transaction. Because they wish to close the Transaction as soon as possible and also because they believe approving the Transaction and granting Limestone’s request for a CCN serve the public interest and are necessary for public convenience, Applicants respectfully request the Commission consider this Joint Application on an expedited basis.

In support of their Joint Application, Applicants submit the following:

I. Introduction

1. The full names, addresses, and contact information for the Applicants are as follows:

Limestone Water Utility Operating Company, LLC
c/o Josiah Cox
Central States Water Resources, Inc.¹
500 Northwest Plaza Drive, Suite 500
St. Ann, MO 63074-2220
(314) 736-4672
jcox@cswrgroup.com

Aqua Utilities Company, Inc.
c/o Montana Land Company, LLC
Attn: James E. Clausel
408 Main Street
Savannah, TN 38372
(731) 925-4834
jamesclausel@yahoo.com

2. All correspondence, notices, inquiries, questions, and other communications regarding the Joint Application should be directed to the persons or entities identified in the preceding paragraph, with copies to the following counsel for both applicants:

¹ Limestone is an “affiliate” of Central States Water Resources, Inc., as that term is defined in TPUC Rule 1220-04-13-.16(2)(a).

Charles B. Welch, Jr.
Farris Bobango PLC
414 Union Street
Suite 1105
Nashville, TN 37219

3. In support of this Application, the following appendix and exhibits are attached hereto:

- a. **Appendix A** – Minimum filing requirements;
- b. **Exhibit 1** — Description and area maps of the Systems;
- c. **Exhibit 2** — Limestone’s Articles of Organization;
- d. **Exhibit 3** — Limestone’s Operating Agreement;
- e. **Exhibit 4** — Limestone’s Certificate of Existence;
- d. **Exhibit 5** — CSWR’s organization chart;
- e. **Exhibit 6** — Chart of Limestone’s affiliates and number of customers served;
- f. **Exhibit 7** — SEALED – Purchase and Sale Agreement;
- g. **Exhibit 8** — Assignment of Rights Agreement;
- h. **Exhibit 9** — Direct testimony of Josiah Cox;
- i. **Exhibit 10** — SEALED - CSWR consolidated financial statements;
- j. **Exhibit 11** — SEALED – Limestone proforma financial statements;
- k. **Exhibit 12** — Resumes of key CSWR personnel;
- l. **Exhibit 13** — Customer notification letter draft;
- m. **Exhibit 14** — Surety bond;
- n. **Exhibit 15** — Officer/key employee organization chart;
- o. **Exhibit 16** — Aqua Utilities’ state operating permit;
- p. **Exhibit 17** — Aqua Utilities’ state operator’s certificate;
- q. **Exhibit 18** — Proposed chart of accounts;
- r. **Exhibit 19** — List of plant-in-service accounts.

II. Description of the Joint Applicants

A. General Information

a. Aqua

Aqua Utilities is a Tennessee corporation. Its principal office and place of business is at 408 Main Street, Savannah, TN, 38372. Aqua Utilities holds a CCN from the Commission, and currently provides water and wastewater service to customers in the following subdivisions in

Hardin County, Tennessee: Points of Pickwick, The Preserve, Anchor Bay Pointe, Grand Villas, Grandview, High Pointe, Park Place, Ridge Point, Sailboat Pointe, and Turtle Cove. As required by TPUC Rule 1220-04-13-.17(2)(a)7, a description of Aqua Utilities' service areas and service area maps of the company's water and wastewater systems are attached to the Joint Application as **Exhibit 1** and are incorporated by reference.

b. Limestone

Limestone is a Tennessee limited liability company. Its principal office and place of business is at 500 Northwest Plaza Drive, Suite 500, St. Ann, Missouri, 63074-2220. A certified copy of Limestone's articles of organization, operating agreement, and certificate of existence, as filed with or issued by the Tennessee Secretary of State's office, are attached to the Joint Application as **Exhibits 2, 3, and 4** respectively, and are incorporated by reference. Limestone's sole member is Limestone Water Utility Holding Company, LLC, ("LWUHC"), a Tennessee limited liability company, whose sole officer is its president Josiah Cox.

Limestone and LWUHC are part of a group of affiliated companies that directly or indirectly own and operate water or wastewater systems in Missouri, Arkansas, and Kentucky and provide services to approximately 5,900 customers. Each company within the group is an "affiliate" of each other company, as defined by TPUC Rule 1220-04-13-.16(2)(a). An organization chart showing all affiliate relationships within the group is attached to the Joint Application as **Exhibit 5**. Each affiliate that directly owns and operates a water or wastewater system and the number of customers it serves is identified in **Exhibit 6**. Those exhibits are incorporated into this Joint Application by reference.

One of Limestone's affiliates, CSWR, LLC, ("CSWR"), owns and provides financial, technical, and managerial expertise and services to each of the group's utility operating affiliates and will manage Limestone if the Commission approves the Transaction that is the subject of the Joint

Application. CSWR is the only company within the group that has employees and is the only affiliate that would provide services to Limestone. The technical, managerial, and financial services CSWR would provide Limestone are described elsewhere in the Joint Application. CSWR is a Missouri corporation and its principal office is located at 500 Northwest Plaza, Suite 500, St. Ann, Missouri, 63074-2220. It currently does not conduct business in Tennessee and does not intend to do so in the future; therefore, CSWR is not required to have a business license or any other authorization from the Tennessee Secretary of State.

III. Description of the Transaction

As set forth in the Purchase and Sales Agreement, Aqua Utilities has determined it is in the best interests of both the company and its customers to sell the water and wastewater systems at issue in this Joint Application to a qualified operator. In furtherance of that objective, Aqua Utilities and CSWR entered into a Purchase and Sale Agreement dated March 22, 2019 (“Agreement”), and amended October 16, 2019. In accordance with TPUC Rule 1220-04-13-.10(2), a copy of the full Agreement is attached, under seal, as Proprietary and Confidential **Exhibit 7** and incorporated by reference. The Agreement specifies terms for Aqua Utilities to sell and CSWR to purchase all assets Aqua Utilities uses to provide water and wastewater services in Tennessee including, but not limited to, water and wastewater service facilities and equipment, intangibles, franchises, inventory, contracts and contract rights, and real estate. Assets are to be transferred free of all liens, mortgages, and similar encumbrances. No closing date is specified because closing is expressly contingent on satisfaction of various conditions precedent, including obtaining all required regulatory approvals. The closing date will be in accordance with TPUC Rule 1220-04-13-.10(2).

Limestone proposes to acquire all assets Aqua Utilities currently uses to provide water and wastewater services to customers in the Points of Pickwick, The Preserve, and Northshore (Phases 1, 2, and 3) subdivisions each of which is located in Hardin County, Tennessee.

Section 17 of the Agreement authorizes CSWR to assign its rights to an affiliated entity. In accordance with that provision, CSWR has executed an *Assignment of Rights* that, at closing, would transfer to Limestone all rights, title, and interests to Aqua Utilities' assets. A copy of that assignment is attached to this Joint Application as **Exhibit 8** and is incorporated by reference.

The sale of assets under terms specified in the Agreement promotes the interests of the public generally and of Aqua Utilities' customers more specifically. Aqua Utilities' facilities are in good operating condition and are well-maintained. Consequently, Limestone plans only minimal upgrades and modifications to those systems. More specifically, Limestone plans to add a new, real-time chlorine monitoring system to the water system and remote monitoring equipment to both the water and wastewater systems. If the Commission grants the relief requested in the Joint Application, Limestone intends to adopt rates currently in effect for all of Aqua Utilities' systems. But regardless of the fact Aqua Utilities generally has been a good operator of the systems at issue in this case, the company's owner has concluded it is in its best interest to sell its Tennessee utility assets so the company can focus on other business opportunities.

The reasons Limestone wants to purchase Aqua Utilities' systems and Limestone's plans for the systems are discussed in the written direct testimony of Josiah Cox, which is attached to this Joint Application as **Exhibit 9** and is incorporated by reference. Mr. Cox's testimony also includes information required by TPUC Rules 1220-04-13-.12 and 1220-04-13-.17(2)(a)8(f) and confirms Limestone's intent to fully comply with all applicable statutes, rules, and regulations.

IV. Limestone Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Utility Services

Through its affiliation with CSWR, Limestone possesses the requisite technical, financial and managerial capabilities to operate as a utility services provider. These capabilities are further explained in detail below and in Mr. Cox's direct testimony. As previously noted, CSWR-affiliated companies currently operate water or wastewater systems in Missouri, Arkansas, and Kentucky. The Louisiana Public Service Commission recently approved applications filed by Limestone's Louisiana affiliate to acquire systems serving approximately 30,000 customers in that state. Applications for authority to acquire and operate additional systems are pending in Missouri and Kentucky. For each of the systems an affiliate currently owns or operates, CSWR currently provides the technical, managerial, and financial resources necessary to acquire and operate those systems. CSWR will provide similar support for systems where applications are pending – including the systems Limestone proposes to acquire – as soon as all required regulatory approvals have been obtained.

A. Technical Qualifications

CSWR's technical resources and expertise have greatly improved the quality of service its utility operating affiliates are able to provide their respective customers in Missouri, Arkansas, and Kentucky. CSWR has on staff engineers and other similarly qualified personnel with experience in the design and operation of water and wastewater systems and supplements those resources with qualified and licensed local contract operators who are responsible for day-to-day plant operations. Access to these and other resources available through its affiliation with CSWR would allow Limestone to achieve economies not generally available to similarly sized water and wastewater utilities. If the Commission grants the regulatory approvals sought in this Joint Application, CSWR would bring the same benefits it currently provides to customers in Missouri, Arkansas, and Kentucky to the Aqua Utilities customers Limestone

proposes to serve. In his direct testimony, Mr. Cox describes and discusses the technical qualifications of Limestone and its affiliates to own and operate the Aqua Utilities systems.

B. Financial Qualifications

CSWR has access to investment capital necessary to acquire small, oftentimes distressed, water and sewer systems and make investments necessary to upgrade, improve, and maintain those systems so they can consistently provide safe and reliable water and wastewater service to customers. Equity capital used to acquire Aqua Utilities' assets will be provided by CSWR, and after the acquisition is completed Limestone will determine if future system improvements will be funded by equity, debt, or a combination of both. Future debt capital will be obtained from commercial sources, if available, or from an affiliated lender if commercial loans cannot be secured at reasonable interest rates. Limestone and its affiliates thus have the financial capability necessary to acquire, own, and operate the Aqua Utilities systems. CSWR's consolidated balance sheet and income statement for the most recent fiscal year are attached to the Joint Application as **Exhibit 10**. A pro-forma income statement and balance sheet for Limestone for the first three years of its proposed operation of the Aqua Utilities systems is attached as **Exhibit 11**. Each of those exhibits is incorporated by reference.

C. Managerial Qualifications

Resumes of key CSWR personnel who would be closely involved with Limestone's operations are attached to this Joint Application as **Exhibit 12** and are incorporated by reference. Information presented in those resumes demonstrates the considerable managerial and technical expertise and experience available to Limestone through its affiliation with CSWR. Where additional or supplemental expertise is required (e.g., personnel holding licenses or certifications

required by Tennessee law), Limestone or CSWR will engage qualified independent contractors to satisfy those needs.

V. Approval of Limestone's Application is in the Public Interest

Granting Aqua Utilities and Limestone's Joint Application is consistent with the public interest. In that regard, Applicant makes the following representations to the Commission:

- a. Limestone possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Limestone's services will meet the service standards required by the Commission;
- c. The provision of services by Limestone will not adversely impact the availability of affordable utility service; and
- d. The provision of utility services by Limestone will not adversely impact the public interest.

To minimize any adverse effects on customers, Limestone proposes to adopt Aqua Utilities' currently approved rates and tariffs, and any future changes in those rates or tariffs would be subject to the Commission's review and approval.

VIII. Conclusion

Both Aqua Utilities and Limestone believe it is in the best interests of the customers of the Systems for Limestone to acquire the Systems from Aqua Utilities Company, Inc. with the result that Limestone will be the exclusive provider of wastewater within the service area of the Systems.

In properly maintaining and supporting a wastewater system, successful operators will inevitably be confronted with, among other things, increasing costs and mounting capital expenditures. Aging infrastructure and technological advances must be consistently and appropriately studied and addressed. Limestone has the capability and resources to ensure that the Systems are appropriately maintained and upgraded in the days ahead as conditions warrant.

The representations and warranties described in the Purchase Agreement reflect the determination by the parties involved that going forward Limestone, rather than Aqua Utilities, is best suited to provide service to customers of the Systems, including making future capital improvements necessary to maintain the efficiency and quality of the Systems.

The Purchase Agreement and the requested regulatory treatment and approvals are necessary and proper for the public convenience and properly conserve, promote, and protect the public interest. A copy of the customer notification letter required by TPUC Rule 1220-04-13-.10(3)(f) is attached as **Exhibit 13** and is incorporated by reference. Limestone has reviewed and is familiar with the requirements of TPUC Rules 122-04-13-.07 and .08 and 1220-04-13-.17(2)(e) regarding the need for wastewater utilities to demonstrate acceptable financial security to comply with those rules, Limestone has secured a corporate surety bond, in the form prescribed in TPUC 1220-04-13-.08, in the amount of \$20,000. A copy of that surety bond is attached to the Joint Application as **Exhibit 14** and incorporated by reference.

This Application demonstrates that Limestone possesses the technical, financial, and managerial resources to provide wastewater services. Therefore, the issuance of a CCN to Limestone serves the public interest.

WHEREFORE, for the reasons previously stated, Aqua Utilities and Limestone request the Commission issue an order:

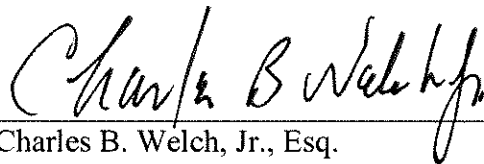
a. Authorizing Aqua Utilities to sell and transfer to CSWR and Limestone all assets used to provide water and wastewater utility services to customers in the Points of Pickwick, The Preserve, Anchor Bay Pointe, Grand Villas, Grandview, High Pointe, Park Place, Ridge Point, Sailboat Pointe, and Turtle Cove subdivisions currently served by Aqua Utilities;

b. Authorizing the transfer of Aqua Utilities existing CCN to Limestone or, in the alternative, granting Limestone a new CCN to provide water and wastewater utility services in areas currently served by Aqua Utilities; and

c. Providing such other relief as the Commission believes is necessary and appropriate under the circumstances on an expedited basis.

Dated: December 13th, 2019

Respectfully submitted,



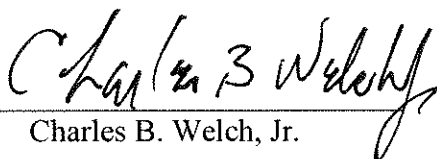
Charles B. Welch, Jr., Esq.
Tyler A. Cosby, Esq.
Farris Bobango PLC
414 Union Street, Suite 1105
Nashville, TN 37219
(615) 726-1200 (telephone)
cwelch@farris-law.com
tcosby@farris-law.com

***Attorneys for Joint Applicants Aqua Utilities
Company, Inc., and Limestone Water Utility
Operating Company, LLC***

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via either U.S. Mail, postage prepaid, or electronically to the following this 13th day of December, 2019.

Vance Broemel
Karen H. Stachowski
Terra Allen
Consumer Protection and Advocate Division
Office of the Attorney General
P.O. Box 20207
Nashville, TN 37202


Charles B. Welch, Jr.

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

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VERIFICATION

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

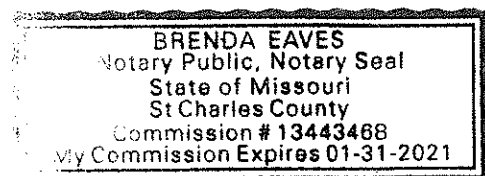
I, Josiah Cox, being first duly sworn, am authorized to represent and warrant, on behalf of Limestone Water Utility Operating Company, LLC, in the above referenced docket. To the best of my knowledge, the statements in the Amended and Restated Joint Application filed in this Docket are true and correct. Limestone will comply with all applicable laws, regulations and Commission rules. I declare under the penalty of perjury that the foregoing is true and correct.

Josiah Cox

Sworn and subscribed before me this 9th day of November, 2019.

Brenda Eaves
Notary Public

My Commission Expires: 01/31/2021



I. Definitions

The term “Not Applicable” contained herein is used as a response to the Minimum Filing Requirements that pertain to the construction of a new system and not the purchase of an existing system.

II. 1220-04-13-.17 Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity.

(1) See attached application and direct testimony of Josiah Cox (**Exhibit 9**).

(2)

(a) (1) The legal corporate names and addresses of the Applicants are shown in Section I, paragraph 1 of the Joint Application.

(2) An organization chart showing each officer and other key personnel of applicant Limestone is attached as **Exhibit 15**.

(3) Limestone’s sole member is Limestone Water Utility Holding Company, LLC, a Missouri limited liability company. Its sole officer is its president Josiah Cox and whose office address is 500 Northwest Plaza Drive, Suite 500, St. Ann, Missouri, 63074. The company’s telephone number is (314) 736-4672.

(4) An organization chart showing Limestone’s affiliated companies is attached to the Joint Application as **Exhibit 5**. One of Limestone’s affiliates, CSWR, LLC, will provide technical and financial support and will assume responsibility for overseeing day-to-day operations of Limestone’s systems.

(5) Copies of Limestone’s Articles of Organization and Operating Agreement are attached to the Joint Application as **Exhibits 2 and 3**, respectively.

(6) A copy of Limestone’s license to engage in business in the state of Tennessee, as registered with the Secretary of State, is attached to the Joint Application as **Exhibit 4**.

(7) Limestone proposes to acquire all assets used by Aqua Utilities to provide water and wastewater services to customers in the following Hardin County, Tennessee, subdivisions: Points of Pickwick, The Preserve, Anchor by Pointe, Grand Villas, Grandview, High Pointe, Parke Place, Ridge Point, Sailboat Pointe, and Turtle Cove. The TDEC permit associated with the wastewater systems is as follows: State Operating permit No. 92082 and is attached to the Joint Application as **Exhibit 16**. Maps depicting the areas served by Aqua Utilities are on file with the Commission, and those maps are incorporated into the Joint Application by reference.

(8) Not applicable.

(9) Not applicable.

APPENDIX A

(10) Not applicable.

(11) Not applicable.

(12) The Joint Applicants will respond completely to information requests from the Commission staff.

(b) (1) Not applicable.

(2) None of the systems Limestone proposes to acquire or the subdivisions it proposes to serve is located in an area that requires a municipal or county franchise.

(3) Not applicable.

(c) (1) Biographies of officers and/or key water and wastewater utility staff that demonstrate their managerial ability and relevant certifications and professional licenses, are attached to the Joint Application as **Exhibit 12**.

(2) Limestone's affiliates have purchased and currently are operating 48 public drinking water and/or wastewater services in Missouri, Arkansas, and Kentucky that provide safe, and reliable service to approximately 5,950 customers. The Louisiana Public Service Commission recently authorized Limestone's Louisiana affiliate, Magnolia Water Utility Operating Company, LLC, to acquire water and wastewater systems serving more than 30,000 connections in that state. Limestone-affiliated companies currently have acquisition applications pending in Missouri, Kentucky, and Texas.

(3) Not applicable.

(4) Not applicable.

(d) (1) Limestone has not filed or applied for a State Operating Permit with the TDEC. If the Commission grants Limestone the authority to acquire the systems currently owned and operated by Aqua Utilities, Limestone will obtain from the TDEC all permits and other operating authorizations required by law.

(2) A copy of Aqua Utilities' State Operator Certificate for the wastewater system operator of record is attached to the Joint Application as **Exhibit 17**.

(3) Josiah Cox is the person responsible for and knowledgeable about Limestone's proposed operations in Tennessee. Mr. Cox's address and telephone number are provided in the Joint Application and in this Appendix in Section 2(a)(3).

(4) Aqua Utilities currently has no complaints or notices of violation or administrative action issued by any federal, state, or local regulatory agency.

APPENDIX A

(5) Not applicable.

(e) (1) Financial statements for CSWR, LLC, for the most recent fiscal year are attached to the Joint Application as **Exhibit 10**. Limestone has not yet commenced operations and therefore has no financial statements of its own.

(2) Proforma income statements showing the first three (3) years of Limestone's operation of the water and wastewater systems it proposes to acquire are attached to the Joint Application as **Exhibit 11**.

(3) A proposed chart of accounts, which follows the NARUC Uniform System of Accounts for water and wastewater utilities, is attached to the Joint Application as **Exhibit 18**.

(4) A list of plant-in-service account numbers and names, along with estimated account balances, is attached to the Joint Application as **Exhibit 19**.

(5) For the systems it proposes to acquire, Limestone proposes to use depreciation rates most recently approved by the Commission for Aqua Utilities.

(6) Not applicable.

(7) If the Commission approves the Joint Application, Limestone will be the owner of all assets acquired from Aqua Utilities.

(8) If the Commission approves the Joint Application, Limestone proposes to adopt the tariff, including approved rates, currently in effect and on file with the Commission for Aqua Utilities. That tariff is incorporated by reference.

(9) Limestone is not currently projecting any customer growth during the first five (5) years of operations.

(10) Not applicable.

(11) Not applicable.

(12) Limestone plans to make the acquisitions proposed in the Joint Application through an infusion of equity capital from CSWR, LLC.

(13) Information demonstrating compliance with the financial security requirements of Rule 1220-04-13-.07 is attached to the Joint Application as **Exhibit 14**.

(f) (1) Not applicable.

APPENDIX A

(2) The written testimony of Josiah Cox is attached to the Joint Application as **Exhibit 9**. That testimony includes a description of the water and wastewater systems Limestone proposes to acquire from Aqua Utilities.

(3) The written testimony of Josiah Cox is attached to the Joint Application as **Exhibit 9**. That testimony includes a statement that Limestone is aware of and will abide by all applicable Tennessee statutes and Commission rules.

(4) The written testimony of Josiah Cox is attached to the Joint Application as **Exhibit 9**. That testimony describes and discusses the technical, managerial, and financial capabilities of Limestone and its affiliates and their ability to acquire and operate the water and wastewater systems at issue in the Joint Application.

(5) Not applicable.

(6) The written testimony of Josiah Cox is attached to the Joint Application as **Exhibit 9**. That testimony includes a signed affidavit that all information submitted in the Joint Application and in Mr. Cox's written testimony is true and correct to the best of the witness' knowledge and belief.

Exhibit 1 — Description and area maps of the Systems

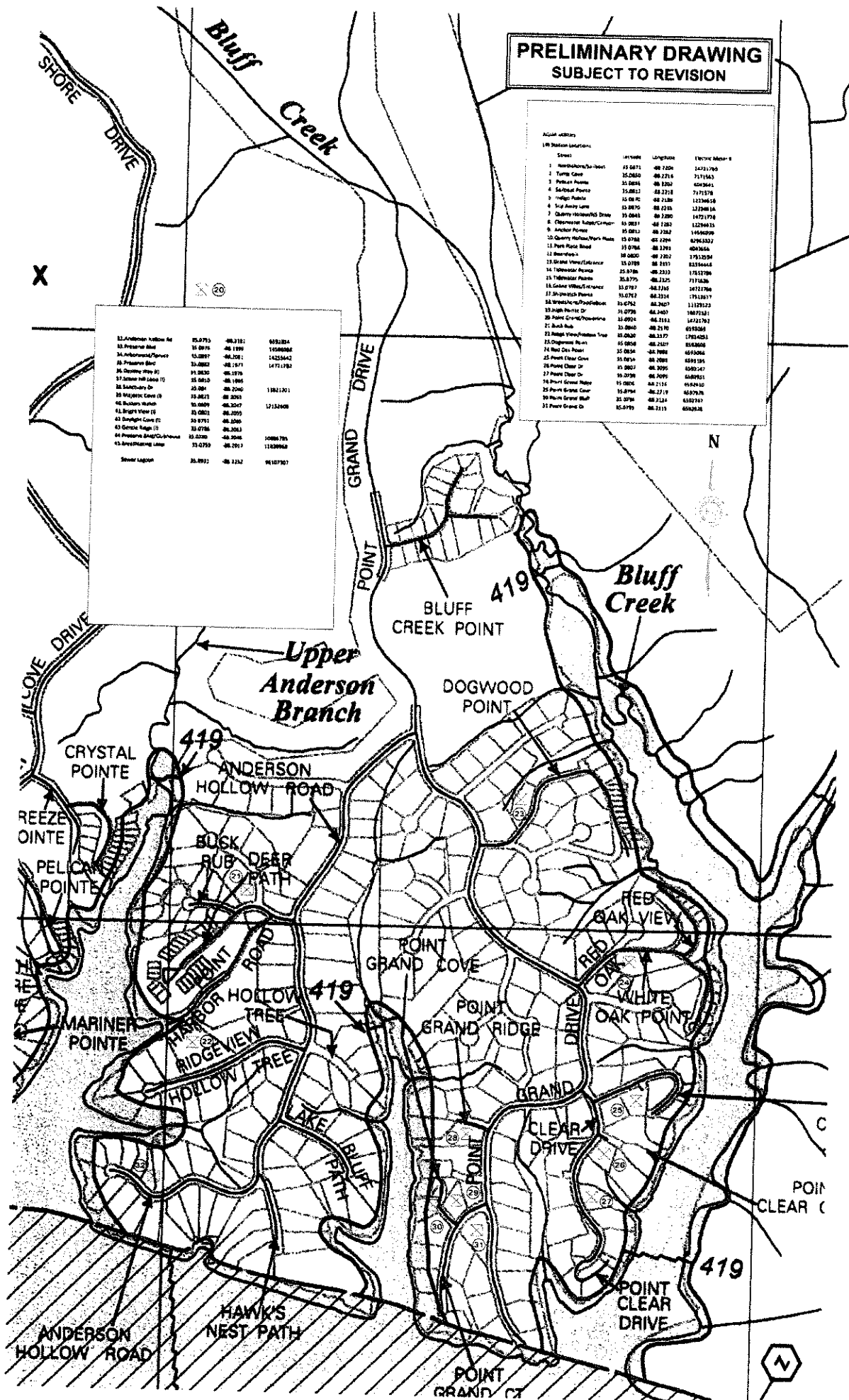
Currently, Aqua Utilities provides water and wastewater services to customers in the following contiguous subdivision developments in Hardin County, Tennessee: The Preserve, Points of Pickwick, and Northshore. The Preserve and the Points of Pickwick have not been divided into separate phases. The Northshore development has been divided into three phases. Phase I includes, Sailboat Pointe, Turtle Cove, and Pelican Pointe. Phase II includes Ridge Pointe, Anchor Bay Pointe, and Park Place. Phase III includes Grand View, Grand Villas, and High Pointe.

The maps provide a complete description of the geographic territory served by Aqua Utilities, including the names of surrounding streets and roads. The maps also include the location of the wastewater system.

The following are maps of the referenced developments currently served by Aqua Utilities:

L100 Station Locations			
Station	Latitude	Longitude	Elevation (meters)
1. Newcomb	43.6741	69.7226	712.769
2. Newcomb Cove	43.6741	69.7176	713.945
3. Pettibone Cove	43.6741	69.7262	713.945
4. Seal Point Cove	43.6811	69.7218	719.718
5. Redoubt Point	43.6836	69.7188	1236.556
6. Redoubt Cove	43.6836	69.7188	1236.556
7. Redoubt Cove	43.6836	69.7188	1236.556
8. Quaterny-Holmbeck Drive	43.6836	69.7280	1271.078
9. Redoubt Cove/Compton	43.6836	69.7188	1236.556
10. Redoubt Cove	43.6836	69.7188	1236.556
11. Quaterny/Holmbeck Drive	43.6836	69.7280	1271.078
12. Point Park Cove	43.6766	69.7261	640.5656
13. Point Park Cove	43.6766	69.7261	640.5656
14. Point Park Cove	43.6766	69.7261	640.5656
15. Point Park Cove	43.6766	69.7261	640.5656
16. Point Park Cove	43.6766	69.7261	640.5656
17. Point Park Cove	43.6766	69.7261	640.5656
18. Point Park Cove	43.6766	69.7261	640.5656
19. Point Park Cove	43.6766	69.7261	640.5656
20. Point Park Cove	43.6766	69.7261	640.5656
21. Point Park Cove	43.6766	69.7261	640.5656
22. Point Park Cove	43.6766	69.7261	640.5656
23. Point Park Cove	43.6766	69.7261	640.5656
24. Point Park Cove	43.6766	69.7261	640.5656
25. Point Park Cove	43.6766	69.7261	640.5656
26. Point Park Cove	43.6766	69.7261	640.5656
27. Point Park Cove	43.6766	69.7261	640.5656
28. Point Park Cove	43.6766	69.7261	640.5656
29. Point Park Cove	43.6766	69.7261	640.5656
30. Point Park Cove	43.6766	69.7261	640.5656
31. Point Park Cove	43.6766	69.7261	640.5656
32. Point Park Cove	43.6766	69.7261	640.5656
33. Point Park Cove	43.6766	69.7261	640.5656
34. Point Park Cove	43.6766	69.7261	640.5656
35. Point Park Cove	43.6766	69.7261	640.5656
36. Point Park Cove	43.6766	69.7261	640.5656
37. Point Park Cove	43.6766	69.7261	640.5656
38. Point Park Cove	43.6766	69.7261	640.5656
39. Point Park Cove	43.6766	69.7261	640.5656
40. Point Park Cove	43.6766	69.7261	640.5656
41. Point Park Cove	43.6766	69.7261	640.5656
42. Point Park Cove	43.6766	69.7261	640.5656
43. Point Park Cove	43.6766	69.7261	640.5656
44. Point Park Cove	43.6766	69.7261	640.5656
45. Point Park Cove	43.6766	69.7261	640.5656
46. Point Park Cove	43.6766	69.7261	640.5656
47. Point Park Cove	43.6766	69.7261	640.5656
48. Point Park Cove	43.6766	69.7261	640.5656
49. Point Park Cove	43.6766	69.7261	640.5656
50. Point Park Cove	43.6766	69.7261	640.5656
51. Point Park Cove	43.6766	69.7261	640.5656
52. Point Park Cove	43.6766	69.7261	640.5656
53. Point Park Cove	43.6766	69.7261	640.5656
54. Point Park Cove	43.6766	69.7261	640.5656
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56. Point Park Cove	43.6766	69.7261	640.5656
57. Point Park Cove	43.6766	69.7261	640.5656
58. Point Park Cove	43.6766	69.7261	640.5656
59. Point Park Cove	43.6766	69.7261	640.5656
60. Point Park Cove	43.6766	69.7261	640.5656
61. Point Park Cove	43.6766	69.7261	640.5656
62. Point Park Cove	43.6766	69.7261	640.5656
63. Point Park Cove	43.6766	69.7261	640.5656
64. Point Park Cove	43.6766	69.7261	640.5656
65. Point Park Cove	43.6766	69.7261	640.5656
66. Point Park Cove	43.6766	69.7261	640.5656
67. Point Park Cove	43.6766	69.7261	640.5656
68. Point Park Cove	43.6766	69.7261	640.5656

41. Antennation behavior test	85.0793	-46.1181	6092.884
42. Preoviposition delay	13.4976	-46.1199	15508.008
43. Antennation/Preoviposition	15.2707	-46.2581	14235.641
44. Preoviposition delay	20.0883	-46.1473	14771.783
45. Oviposition delay (days)	19.18630	-46.1879	
47. Juvenile host colony	15.0810	-46.1869	
48. Secondary host	15.0810	-46.2040	
49. Preoviposition delay (h)	19.0817	-46.2093	13821.201
50. Nucleus weight	10.5049	-46.2047	12134.608
51. Bright weight	13.0801	-46.2059	
52. Damp weight (g)	10.9791	-46.1040	
53. Geriatric range	13.0798	-46.2063	
54. Preoviposition delay/Preoviposition	15.0730	-46.2046	10086.785
55. Antennation/Preoviposition	13.0759	-46.2093	11100.668
56. Antennation/Preoviposition	15.0893	-46.2232	96107.007



**PRELIMINARY DRAWING
SUBJECT TO REVISION**

N

Lot/Land

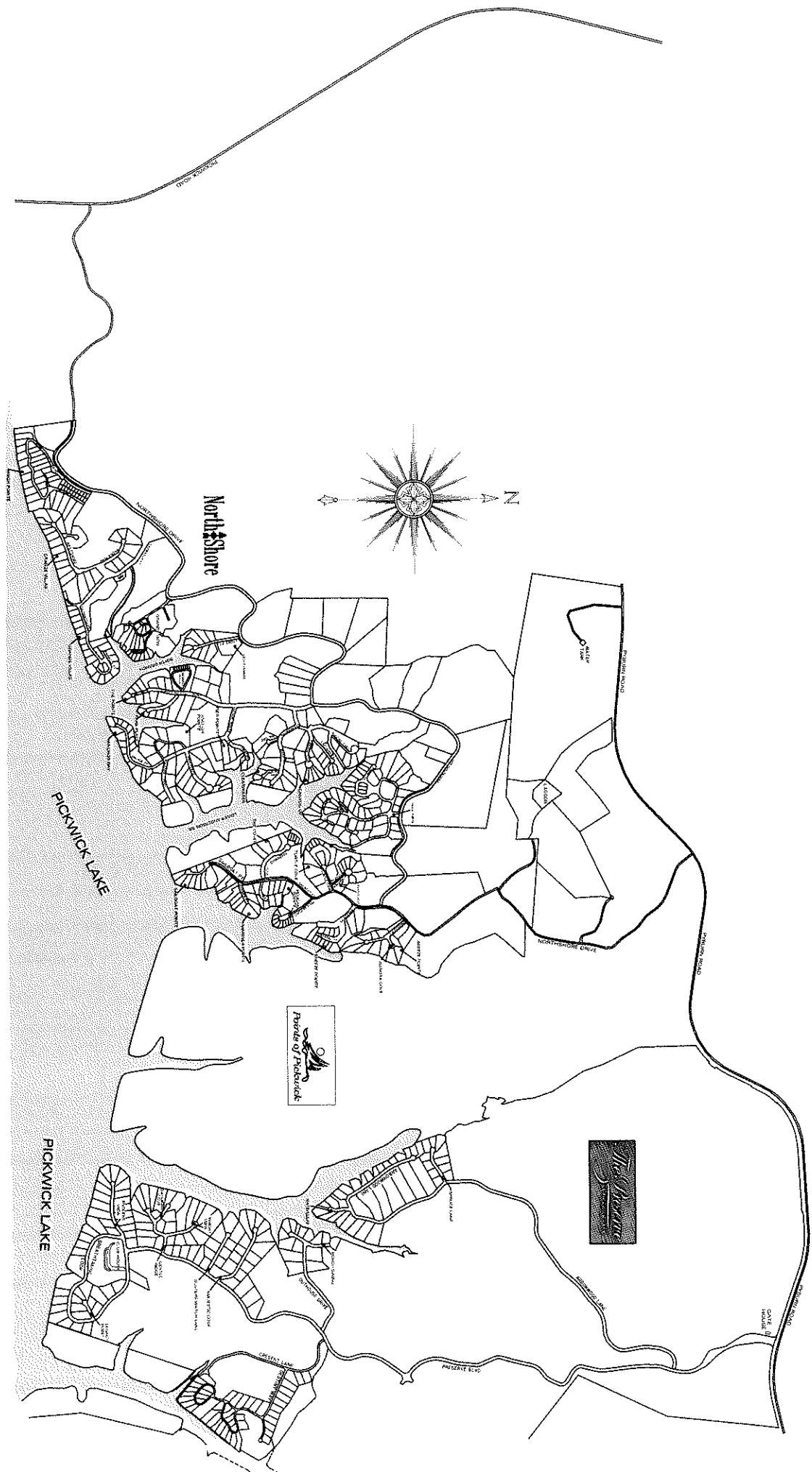
Lot/Land Location

Lot/Land	Latitude	Longitude	Section Number
1. North Shore Drive	41.2001	-88.2281	64.721360
2. North Shore Drive	41.2001	-88.2281	64.721360
3. North Shore Drive	41.2001	-88.2281	64.721360
4. North Shore Drive	41.2001	-88.2281	64.721360
5. North Shore Drive	41.2001	-88.2281	64.721360
6. North Shore Drive	41.2001	-88.2281	64.721360
7. North Shore Drive	41.2001	-88.2281	64.721360
8. North Shore Drive	41.2001	-88.2281	64.721360
9. North Shore Drive	41.2001	-88.2281	64.721360
10. North Shore Drive	41.2001	-88.2281	64.721360
11. North Shore Drive	41.2001	-88.2281	64.721360
12. North Shore Drive	41.2001	-88.2281	64.721360
13. North Shore Drive	41.2001	-88.2281	64.721360
14. North Shore Drive	41.2001	-88.2281	64.721360
15. North Shore Drive	41.2001	-88.2281	64.721360
16. North Shore Drive	41.2001	-88.2281	64.721360
17. North Shore Drive	41.2001	-88.2281	64.721360
18. North Shore Drive	41.2001	-88.2281	64.721360
19. North Shore Drive	41.2001	-88.2281	64.721360
20. North Shore Drive	41.2001	-88.2281	64.721360
21. North Shore Drive	41.2001	-88.2281	64.721360
22. North Shore Drive	41.2001	-88.2281	64.721360
23. North Shore Drive	41.2001	-88.2281	64.721360
24. North Shore Drive	41.2001	-88.2281	64.721360
25. North Shore Drive	41.2001	-88.2281	64.721360
26. North Shore Drive	41.2001	-88.2281	64.721360
27. North Shore Drive	41.2001	-88.2281	64.721360
28. North Shore Drive	41.2001	-88.2281	64.721360
29. North Shore Drive	41.2001	-88.2281	64.721360
30. North Shore Drive	41.2001	-88.2281	64.721360
31. North Shore Drive	41.2001	-88.2281	64.721360

32. North Shore Drive	41.2001	-88.2281	64.721360
33. North Shore Drive	41.2001	-88.2281	64.721360
34. North Shore Drive	41.2001	-88.2281	64.721360
35. North Shore Drive	41.2001	-88.2281	64.721360
36. North Shore Drive	41.2001	-88.2281	64.721360
37. North Shore Drive	41.2001	-88.2281	64.721360
38. North Shore Drive	41.2001	-88.2281	64.721360
39. North Shore Drive	41.2001	-88.2281	64.721360
40. North Shore Drive	41.2001	-88.2281	64.721360
41. North Shore Drive	41.2001	-88.2281	64.721360
42. North Shore Drive	41.2001	-88.2281	64.721360
43. North Shore Drive	41.2001	-88.2281	64.721360
44. North Shore Drive	41.2001	-88.2281	64.721360
45. North Shore Drive	41.2001	-88.2281	64.721360

North Shore

PICKWICK LAKE





000997814

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

SS-4270

**Tre Hargett**
Secretary of State**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

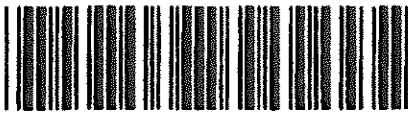
-FILED-

Control # 000997814

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.**1. The name of the Limited Liability Company is:** Limestone Water Utility Operating Company, LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)☐ This entity name already exists in Tennessee and has received name consent from the existing entity.**3. This company has the additional designation of:** None**4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:**C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY**5. Fiscal Year Close Month:** December**6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:**
(none) (Not to exceed 90 days)**7. The Limited Liability Company will be:**☐ Member Managed☒ Manager Managed☐ Director Managed**8. Number of Members at the date of filing:** 1**9. Period of Duration:** Perpetual**10. The complete address of the Limited Liability Company's principal executive office is:**300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY



B0622-4727 12/04/2018 10:37 AM Received by Tennessee Secretary of State Tre Hargett

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

SS-4270



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-

Control # 000997814

The name of the Limited Liability Company is: Limestone Water Utility Operating Company, LLC

11. The complete mailing address of the entity (if different from the principal office) is:

STE 500
500 NORTHWEST PLAZA DR
SAINT ANN, MO 63074-2220

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

- ☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

- ☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.

Licensed Profession:

14. Series LLC (optional)

- ☐ I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)

- ☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:

- ☐ This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic

Signature

Attorney

Title/Signer's Capacity

Caroline M. Johnson as authorized representative for Limestone Wate

Printed Name

Dec 4, 2018 10:37AM

Date

OPERATING AGREEMENT OF LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 1st day of January, 2019 (the "Effective Date"), by Limestone Water Utility Holding Company, LLC, a Tennessee limited liability company as the sole Member of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company (the "Company").

RECITALS

WHEREAS, on December 4, 2018, the Company was organized a limited liability company under the laws of Tennessee pursuant to the Tennessee Revised Limited Liability Company Act, Title 48, Chapter 249 (the "Act") for the purpose of, among other things, of investing in and operating water and waste water utilities;

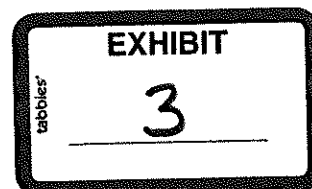
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Member hereby states as follows:

ARTICLE I. ORGANIZATION

1.1. Certain Definitions. As used herein, the following terms have the following meanings:

- (a) "Act" is defined in Section 1.2 hereof.
- (b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.
- (c) "Business Property" means all properties, assets and interests (whether real or personal, tangible or intangible) now or hereafter owned or held by the Company.
- (d) "Capital Account" means the Capital Account maintained by the Company for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time.
- (e) "Capital Contributions" means with respect to the Member, the total amount of money and the fair market value of the other property, if any, to be contributed to the Company by the Member in accordance with Article II hereof. The Member's "Paid-In Capital Contribution" means the amount of the Member's Capital Contribution actually paid in cash or other property actually contributed to or on behalf of the Company. With respect to the Company, such terms shall mean the aggregate



Capital Contributions and aggregate Paid-In Capital Contributions, respectively, of the Member.

(f) "Capital Transaction" means any of the following items or transactions: a sale, transfer or other disposition of all or substantially all of the assets of the Company, condemnation actions, net insurance recoveries (other than for temporary loss of use), the refinancing of the mortgage or other indebtedness of the Company. The payment of Capital Contributions by the Member shall not be included within the meaning of the term "Capital Transaction."

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

(h) "Company" means this limited liability company and any successors hereto.

(i) "Depreciation" means for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year. In the event the book value of an asset differs from its adjusted tax basis at the beginning of such year, then the Depreciation shall be an amount which bears the same ratio to the fair market value (as may be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g)) as the Depreciation determined for federal income tax purposes bears to the beginning adjusted tax basis.

(j) "Dissolution Proceeds" is defined in Section 10.2 hereof.

(k) "Net Profits" or "Net Losses" for the applicable period means the gross income of the Company minus (a) all net cash outlays of any kind, whether capital in nature or not, to the extent the same are not depreciable or amortizable for federal income tax purposes (or, as the context may require, to the extent the same are not depreciated or amortized for federal income tax purposes), including, without limiting the generality of the foregoing, all operating expenses payable by the Company, salaries, life insurance premiums on policies owned by the Company, and interest on any Company indebtedness; and (b) all Depreciation allowable for federal income tax purposes. In the event that such sum is a positive number, it shall be considered "Net Profits" and if the sum is a negative number, it shall be considered "Net Losses."

(l) "Person" is defined in Section 1.9 hereof.

(m) "Treasury Regulation(s)" means the Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended or supplemented from time to time.

1.2. Formation. The Member has formed the Company under and pursuant to the provisions of the Act, for the limited purposes and scope set forth in this Agreement. The Member has filed in the appropriate governmental office(s) Articles of Organization which conform to the requirements of the Act in order to constitute the

Company as a valid limited liability company under the Act. The costs and expenses associated with such filing shall be borne by the Company.

1.3. Name. The business and affairs of the Company shall be conducted solely under the name of "**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC**", and such name shall be used at all times in connection with the business and affairs of the Company; provided that the Member may operate the Company under any other name necessary or convenient to qualify it to do business in any state or jurisdiction.

1.4. Term. The Company shall continue in existence perpetually, or until dissolved by the Member under the terms of this Agreement.

1.5. Business of the Company. The business of the Company is to: (i) invest in and operate water and waste water utilities; (ii) own, finance, hold, manage, manufacture, sell, exchange or otherwise deal with and dispose of all or any part of the Business Property; and (iii) transact any and all lawful business for which a limited liability company may be organized under the Act and exercise all rights and engage in all activities related thereto (the "Business").

1.6. Principal Office. The principal office of the Company shall be at 500 Northwest Plaza Drive, Suite 500, St. Ann, MO 63074, or such other location as may be hereafter determined by the Manager.

1.7. Registered Office and Registered Agent. The name of the Company's registered agent for service of process in Tennessee and the address of the Company's registered office in Tennessee shall be as provided in the Articles of Organization. The Manager may in his sole discretion and from time to time change the address of the registered office and the registered agent by filing the documents required by law.

1.8. Articles of Organization and Other Instruments. The Member has executed or has authorized the execution of the Articles of Organization in accordance with the Act, and shall execute such other documents and instruments and take all such other actions as may be deemed by the Manager to be necessary or appropriate to effectuate and permit the continuation of the Company under the laws of the State of Tennessee or the laws of any other state in any other state which the Member deems necessary or appropriate. The Manager shall, from time to time, take appropriate action, including the preparation and filing of such other amendments to the Articles of Organization and other certificates as may be required under the laws of the State of Tennessee or any other state, to enable the Company to do business in the State of Tennessee or any other state.

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

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

ARTICLE II. CAPITAL CONTRIBUTIONS

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

ARTICLE III. DISTRIBUTIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. ALLOCATION OF NET PROFITS AND NET LOSSES

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

ARTICLE V. ACCOUNTING; RECORDS

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

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

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

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

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

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

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

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

6.3. Manager.

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

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

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

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

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

6.4. Indemnification

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

(b) If a claim under Section 6.4(a) is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense, including reasonable attorneys' fees and costs, of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the limited liability company law of Tennessee for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Member or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he/it has met the applicable standard of conduct set forth in the limited liability company law of Tennessee, nor an actual determination by the Company (including its Member or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The indemnification provided by this Section 6.4 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, consent of the Member or otherwise, both as to action in his/its official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Member, Manager, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his/its status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section 6.4.

(e) For the purposes of this Section 6.4, references to the Company includes the resulting or surviving entity in any merger or consolidation so that any Person who is or was a Member, Manager, employee or agent of such a constituent entity or is or was serving at the request of such constituent entity as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 6.4 with respect to the resulting or surviving entity as he/it would if he/it had served the resulting or surviving entity in the same capacity.

(f) For purposes of this Section 6.4, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a Person with respect to any employee benefit plan; and the term "serving at the request of the Company" shall include any service as a member, manager, director, officer, employee, partner, trustee or agent of, or at the request of, the Company which imposes duties on, or involves services by, such member, manager, director, officer, employee, partner, trustee or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(g) In the event any provision of this Section 6.4 shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Section 6.4 and any other provisions of this Section 6.4 shall be construed as if such invalid provision had not been contained in this Section 6.4. In any event, the Company shall indemnify any Person who is or was a Member or Manager of the Company, or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Tennessee law, as from time to time in effect.

6.5. Liability of the Member. The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or

requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or a Manager for liabilities of the Company.

ARTICLE VII. DETERMINATIONS BY THE MEMBER

7.1. Actions by the Member. The Member shall have the right to take any action set forth herein in accordance with the terms of the Agreement. In addition, if the Member determines that it wants to take an action that is not expressly granted to it within this Agreement, it shall take such action only after notifying the Manager in writing of the intended action.

ARTICLE VIII. ACTIONS OF THE MANAGER

8.1. Actions by the Manager. The Manager shall decide any question related to the operations of the Company, unless the question is one upon which, by express provision of the Act, the Articles of Organization or this Agreement, the Member is required to consent, in which case such express provision shall govern and control the decision on such question.

ARTICLE IX. TRANSFER OF MEMBER'S INTEREST

9.1. Transfer of Member's Interest. The Member shall have the right to transfer all or part of its Interest to another Person upon such terms that the Member deems acceptable. Prior to the effective date of the transfer of all or part of the Interest, the Member must notify the Manager of the transfer in writing.

9.2. Effect of Assignment; Documents. All Interests in the Company transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any Person being admitted as an additional Member or a substituted Member, such Person must execute this Agreement and agree to be bound by all of its terms and provisions as a substituted Member or additional Member.

ARTICLE X. DISSOLUTION OF THE COMPANY

10.1. Dissolution Acts.

(a) No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work as an immediate dissolution and termination of the Company:

(i) A determination by Member to dissolve and terminate the Company; and

(ii) The event of the death of the Member.

(b) Without limiting the other provisions hereof, the transfer of all or any part of a Member's Interest, in accordance with the provisions of this Agreement or the admission of a new Member, shall not work the dissolution of the Company.

10.2. Distribution of Proceeds on Dissolution; Reserves. Upon the dissolution and termination of the Company, a the Member or such other Person designated by the Member (the "Winding-Up Member") shall file a Notice of Winding Up pursuant to the Act and shall proceed with the liquidation and termination of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice, and the proceeds therefrom and any other funds and assets of the Company (the "Dissolution Proceeds"), shall be applied and distributed pursuant to the provisions of Section 3.1.b.

ARTICLE XI. GENERAL

11.1. Notices. Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) email or facsimile (provided that such email or facsimile is confirmed as received), and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the last known address, or in the case of email or facsimile, upon receipt.

11.2. Amendments. This Agreement may be amended by a written agreement of amendment executed by the Member.

11.3. Miscellaneous. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit, or extend the scope or intent of this Agreement. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby.

11.4. Remedies. If the Company or any party to this Agreement obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the court shall be included in such judgment. No remedy conferred upon the Company or the Member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver by the Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such

breach shall be deemed to be a waiver of any breach of this Agreement, whether or not such Member or the Company knows of such breach at the time it accepts such payment or performance. If the Member has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of the Member for any reason or no reason. No failure or delay on the part of the Member or the Company to exercise any right it may have shall prevent the exercise thereof by the Member or the Company at any time such other may continue to be so in default, and no such failure or delay shall operate as a waiver of any default.

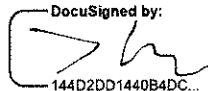
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 1933 and the securities laws of any and all states with jurisdiction over such transfer or disposition, and the rules and regulations promulgated thereunder.

11.6. Binding Effect. This Agreement and any amendment hereto made as provided herein shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Member, its heirs, executors, administrators, and legal or personal representatives.

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

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

**Limestone Water Utility
Holding Company, LLC**

By: 
144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

Agreed and Accepted by:

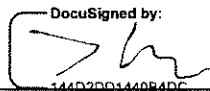

144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

EXHIBIT A
INITIAL CAPITAL CONTRIBUTIONS

<u>Member's Name and Address</u>	<u>Member's Interest</u>	<u>Capital Contribution</u>
Limestone Water Utility Holding Company, LLC	100%	Kept by Company Accountant



Tre Hargett
Secretary of State

Division of Business Services
Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

CAROLINE JOHNSON
13421 MANCHESTER RD. SUITE 103
ST. LOUIS, MO 63131

March 7, 2019

Request Type: Certificate of Existence/Authorization
Request #: 0308475

Issuance Date: 03/07/2019
Copies Requested: 1

Document Receipt

Receipt #: 004605537

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3751951786

\$20.00

Regarding: Limestone Water Utility Operating Company, LLC
Filing Type: Limited Liability Company - Domestic
Formation/Qualification Date: 12/04/2018
Status: Active
Duration Term: Perpetual
Business County: KNOX COUNTY

Control #: 997814
Date Formed: 12/04/2018
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

Limestone Water Utility Operating Company, LLC

* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has appointed a registered agent and registered office in this State;

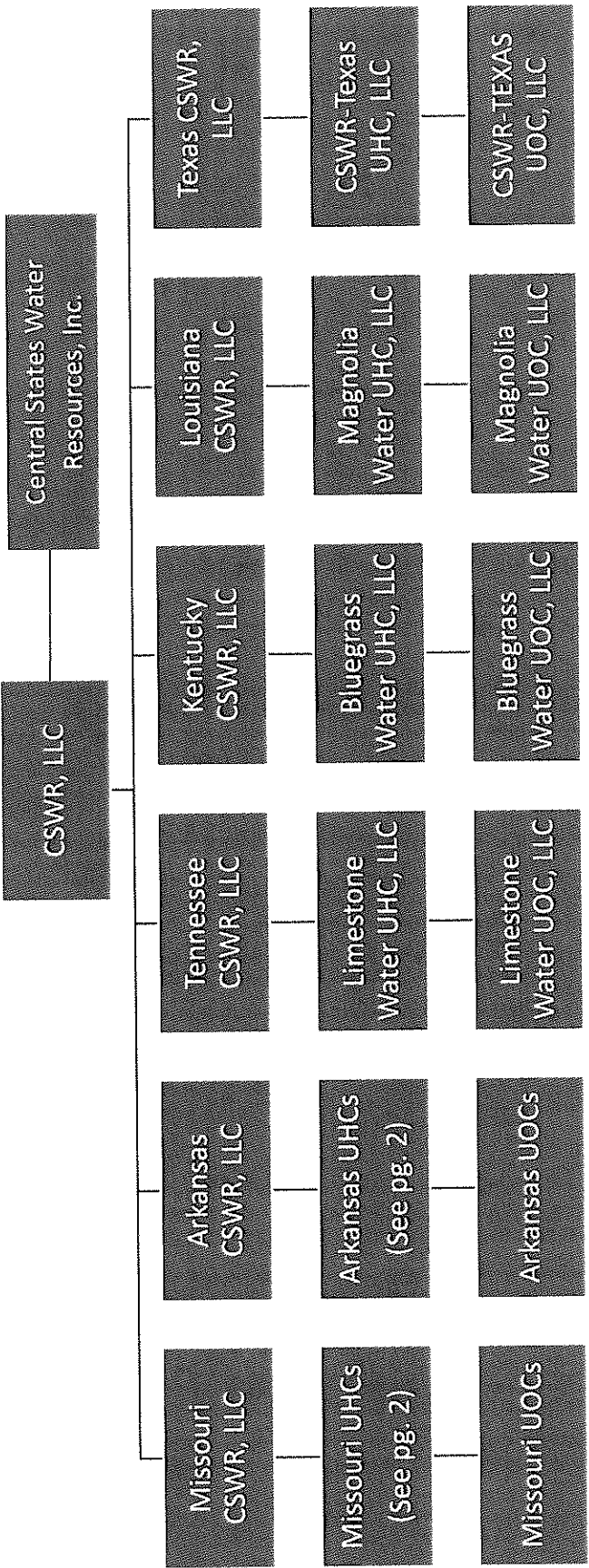
* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

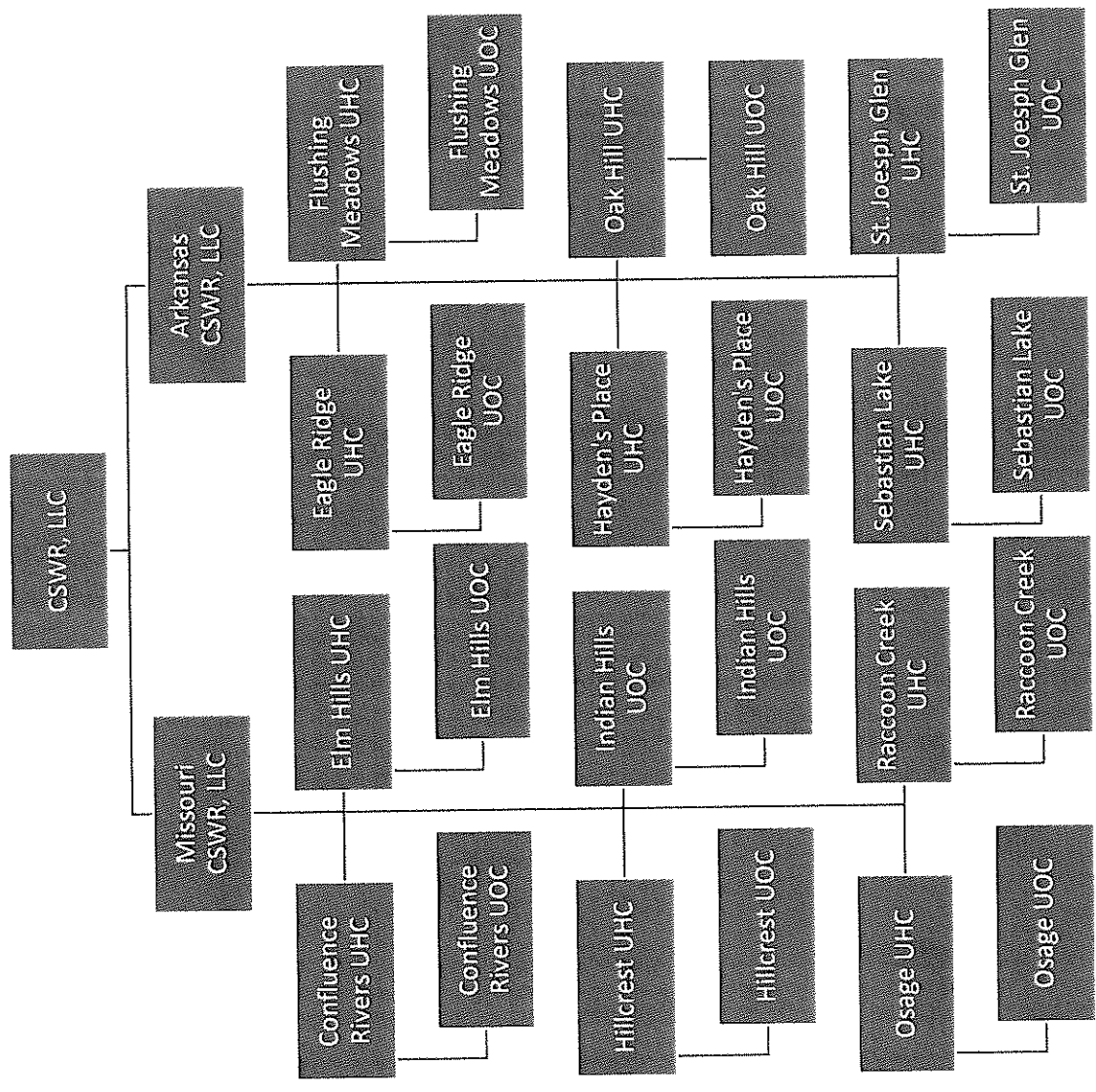
Processed By: Cert Web User

Verification #: 032222826

Central States Water Resources Corporate Entity Organizational Chart



Missouri & Arkansas CSWR Organizational Chart Detail



CSWR currently provides water and wastewater services to 12 utility operating companies in Missouri, Arkansas, and Kentucky serving over 5950 customers total. Below is a list of the utilities served.

Missouri

Utility Operating Company	Service Provided	Customers (Total Services)
Hillcrest UOC	Water & Wastewater	487
Raccoon Creek UOC	Wastewater	513
Indian Hills UOC	Water	670
Elm Hills UOC	Water & Wastewater	482
Confluence Rivers UOC	Water & Wastewater	1183

Arkansas

Utility Operating Company	Service Provided	Customers (Total Services)
Hayden's Place UOC	Wastewater	127
St. Joseph's Glen UOC	Wastewater	182
Sebastian Lake UOC	Water & Wastewater	201
Oak Hill UOC	Wastewater	197
Eagle Ridge UOC	Wastewater	248
Flushing Meadows UOC	Wastewater	275

Kentucky

Utility Operating Company	Service Provided	Customers (Total Services)
Bluegrass Water UOC	Wastewater	1386

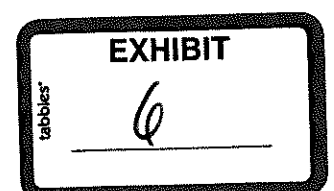
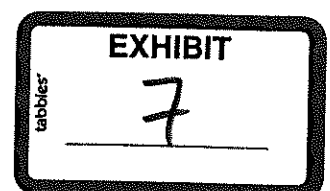


Exhibit 7 — SEALED – Purchase and Sale Agreement



ASSIGNMENT OF INTERESTS

WHEREAS, Aqua Utilities Company, Inc., and Montana Land Company, LLC, (together "Seller") and Central States Water Resources, Inc., ("Buyer") entered into an *Agreement for Sale of Utility System* ("Agreement") dated April 19, 2019; and

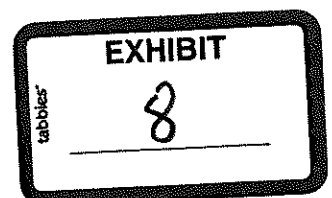
WHEREAS, under terms of the Agreement Buyer will acquire all Seller's assets pertaining to Seller's provision of water and wastewater services through systems located in Hardin County, Tennessee; and

WHEREAS, Section 17 of the Agreement gives Buyer the right, at closing, to assign to an affiliated entity all of Buyer's rights, title, and interests in Seller's assets and to do so without need to obtain Seller's consent; and

WHEREAS, Limestone Water Utility Operating Company, LLC, ("Limestone") is an affiliate of Buyer formed for the purpose of owning and operating water and wastewater systems in the state of Tennessee;

NOW, THEREFORE, in accordance with its rights under the Agreement, Buyer hereby assigns to Limestone, at closing of the transaction contemplated by the Agreement, all Buyer's right, title, and interests to the assets acquired from Seller, including, without limitation, the following:

1. The land, improvements, easements, rights of way, permits, and leases related to water and wastewater systems owned and operated by Seller in Hardin County, Tennessee, and as depicted or described in Exhibits A and B of the Agreement;
2. All of Seller's water and wastewater service facilities, equipment, lines, plant, pipes, manholes, and appurtenances;
3. Any machinery and equipment, such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies, and other tangible items, if any, as located in Hardin County, Tennessee, and used or held for use in connection with Seller's ownership and operation of its water and wastewater systems, as described in Exhibit C of the Agreement;
4. All of Seller's rights, title, and interest to any franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, and customer deposits, if any, pertaining to, allocable to, or arising out of Seller's provision of water and wastewater services in Hardin County, Tennessee, and as more generally described in Exhibit D of the Agreement;
5. All of Seller's inventory, merchandise, contract rights, supplies, goodwill, and general intangibles, including accounts receivable pertaining to the provision of water and wastewater services, except accounts receivable accrued prior to the closing date specified in the Agreement; and



DIRECT TESTIMONY
OF JOSIAH COX
LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

WITNESS INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

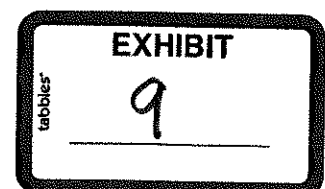
A. My name is Josiah Cox. My business address is 500 Northwest Plaza Drive, Suite 500, St. Ann Missouri, 63074.

Q. WHAT IS YOUR POSITION WITH LIMESTONE WATER UTILITY OPERATING COMPANY, LLC (LIMESTONE OR COMPANY)?

A. I hold the office of President of Limestone. I also am President of CSWR, LLC, ("CSWR") a Limestone affiliate. Later in my testimony I will describe CSWR's relationship to Limestone and discuss the role CSWR would play in Limestone's future operations if the Commission approves the Joint Application.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE.

A. I received a Bachelor of Science with a major in Environmental Science from the University of Kansas. Professionally, I have worked at the Kansas state biological survey, where I performed a wildlife habitat study. I then worked at a civil engineering firm where I was involved in various facets of the land development process including permitting, entitlement, civil design, project management, and construction management. I focused mainly on the water and wastewater side of the civil engineering business and participated in every part of that business from waste-load allocation studies (now known as the anti-degradation processes), design, permitting, project management, and construction management. I also ran the firm's environmental consulting



division and was the second private consultant to submit a water quality impact study in the state of Missouri in 2003. I joined the engineering firm's executive leadership team and helped run all the firm's operations.

Beginning in 2005, I raised money from a group of investors and formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. I served as the Chief Operating Officer and, finally, Chief Executive Officer. I obtained extensive experience with rural communities in every facet of the water and wastewater compliance process, including environmental assessment, permitting, design, construction, operation, and community administration of the actual water and wastewater (sewerage) systems. The firm performed stream sampling and built waste-load allocation models to determine receiving water-body protective permit-able effluent pollutant loads. We have done full engineering design of multiple whole community wastewater and water infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and taken these designs through federal and state administered permitting processes in Missouri. The engineering firm also administered the construction of these water and wastewater systems from green field site selection all the way through system startup and final engineering sign off.

During this time, I began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which I graduated in 2007.

In addition, starting in 2008, I took over the operations of an existing rural sewer district, and I still operate a system managing the functioning, testing, and maintenance of the system. I also act as the administrator for this municipal system performing all the billing, emergency response, accounts payable/accounts receivable, collections, budgeting, customer service, and public town meetings required to service the community.

Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS CASE?

A. The purpose of my testimony is to describe Limestone's proposal to acquire all assets currently used by Aqua Utilities Company, Inc., ("Aqua Utilities") to provide water and wastewater utility service to customers in Hardin County, Tennessee, and explain why both Limestone and Aqua Utilities believe their proposed transaction is in the public interest. I also will describe Limestone's relationship to CSWR, the role CSWR would play in Limestone's operation of the sewer systems at issue in this case, and the benefits Limestone's relationship with CSWR would bring to customers served by those systems. Finally, to the extent applicable, I will provide the Commission information required by TPUC Rule 122 0-04-13-.17(2) and other rules applicable to the Joint Application. I also adopt the Joint Application and verify that all information included there is true and correct to the best of my information and belief.

**BACKGROUND INFORMATION REGARDING
LIMESTONE AND ITS AFFILIATES**

Q. PLEASE PROVIDE SOME BACKGROUND INFORMATION ABOUT LIMESTONE AND CSWR.

A. Limestone is a limited liability company formed to acquire Aqua Utilities' assets. If the Commission grants the requests the Joint Applicants have made in this case, Limestone would operate the three wastewater systems being acquired from Aqua Utilities.

Limestone is an affiliate of CSWR, a Missouri limited liability company formed to provide managerial, technical, and financial support to its utility operating affiliates. A corporate organization chart illustrating that relationship was filed as Exhibit 5 to the Joint Application.

In late 2010, after working on several small, failing water and wastewater systems, I created a business plan to acquire and recapitalize failing systems as investor-owned regulated water and wastewater utility companies. In early 2011, I went to the capital markets to raise money to

implement my plan. Over a period of approximately three years, I met with over fifty-two infrastructure investment groups trying to raise necessary financing. In February 2014, I achieved my goal, and I used the debt and equity capital I was able to raise to start CSWR. Since its formation, CSWR has acquired, and currently is operating, through various affiliates, nine small water and 16 wastewater systems in Missouri and Arkansas. In Missouri, those systems are regulated by the Missouri Public Service Commission. In Arkansas, the systems are outside the Arkansas Public Service Commission's jurisdiction due to annual revenue thresholds. CSWR also has acquisition applications pending in Missouri, Kentucky, and Louisiana.

In 2018, I was able to attract an additional large institutional private equity investor, which allowed me to expand the scope of my business plan beyond Missouri and Arkansas. This new investor is allowing CSWR to form companies for the purpose of acquiring distressed water and wastewater systems in additional states including Tennessee.

Q. WHAT IS CSWR'S BUSINESS PLAN WITH REGARD TO THE ACQUISITION AND OPERATION OF DISTRESSED WATER AND WASTEWATER SYSTEMS?

A. CSWR's business plan is to pursue the purchase and recapitalization of failing water and wastewater systems and to operate those systems as investor-owned regulated utilities. Many of those systems are not currently regulated, and of those that are regulated by state utility commissions, many, if not most, are out of compliance with commission rules and with federal or state pollution and safety laws and regulations. Many of those companies do not even have the federal or state permits required to lawfully operate their systems. We also have found that many of the regulated companies have not increased their rates for a decade or more and, as a result, they don't have the financial resources necessary to build, maintain, and replace assets used to provide service or to bring their operations into compliance with rapidly-changing environmental and

water quality regulations. Some of these companies are in receivership and, therefore, lack the ability to raise capital necessary to improve their systems. Because it has made the effort to find capital and investors who are willing to make investments and take risks necessary to bring small water and wastewater systems into compliance with current statutes, rules, and regulations, CSWR, through its affiliates, has been able to acquire distressed systems, invest capital necessary to construct or repair physical facilities, and operate those systems in a way that satisfies customers, regulators, and investors alike.

CSWR's business plan and the expertise its personnel provide to affiliates have proven successful in multiple states. In addition to Missouri and Arkansas, CSWR affiliates currently provide water and wastewater service to customers in Kentucky and Limestone's Louisiana affiliate. Magnolia Utility Operating Company, LLC, recently was authorized to acquire systems serving approximately 30,000 customers in that state. If the Commission authorizes Limestone to acquire Aqua Utilities' assets and is given the authority to operate those assets in areas where Aqua Utilities currently provides service, there is every reason to believe the affiliated group's record of success would continue in Tennessee as well.

Q. IF THE AUTHORIZATIONS REQUESTED IN THE JOINT APPLICATION ARE GRANTED, WOULD LIMESTONE HIRE EMPLOYEES TO PROVIDE SERVICE IN THE AREAS CURRENTLY SERVED BY AQUA?

A. No, Limestone would not hire Aqua Utilities' current employees to operate those systems.

Q. THEN HOW DOES LIMESTONE PROPOSE TO PROVIDE SERVICE TO CUSTOMERS OF THOSE SYSTEMS?

A. If the Joint Application is approved, Limestone would hire a local, non-affiliated third-party Operations and Maintenance (O&M) firm that has knowledgeable and experienced

personnel, carries the necessary state licenses, and has insurance coverage necessary to manage the daily wastewater operations of the systems at issue in this case. In addition to its service obligations during normal business hours, the O&M firm would be required to have a 24-hour emergency service line to deal with customers experiencing service disruptions. However, notice of all service disruption calls would be forwarded to me, as CSWR's manager and the executive ultimately responsible for service in the areas served by each of CSWR's utility affiliates. CSWR has developed a centralized computerized maintenance management system (CCMS) that monitors the performance of our drinking water and wastewater systems and allows us to track the ongoing maintenance and testing work performed by the O&M contractors we employ at each of our facilities. In addition, CSWR uses GIS survey information to accurately map all infrastructure assets, which allows us to specifically target ongoing infrastructure re-investment as part of the overall managerial and technical support we provide each CSWR affiliate.

Limestone also would hire a non-affiliated third-party billing and customer service firm to send out bills and handle service-related billing questions. The billing firm we use for all our affiliates has in place or quickly can establish an online billing system to receive credit card and e-checks from customers. The billing firm also would establish a Limestone-specific customer service email account to field ongoing customer interactions. Customer service representatives employed by the billing firm would be available during normal business hours, would take messages twenty-four hours a day, and all customer correspondence would be recorded and logged to consumers' accounts to ensure the highest level of service.

While day-to-day operational, billing, and customer service functions would be provided by non-employee contractors, all management, financial reporting, underground utility safety and location services, Commission regulatory reporting, environmental regulatory reporting and

management, operations oversight, utility asset planning, engineering planning, ongoing utility maintenance, utility record keeping, and final customer dispute management would be performed by personnel at CSWR's corporate office, with a proportional share of costs for those services passed down to Limestone. CSWR personnel also would monitor the activities of the non-employee contractors to make sure the systems are being operated and maintained properly and customers' needs are being met. The resumes of CSWR personnel who, in addition to me, would be responsible for providing services or oversight to Limestone's operation were attached to the Joint Application as Exhibit 12.

Q. PLEASE DESCRIBE YOUR AFFILIATES' EXPERIENCE WITH WATER AND WASTEWATER SYSTEMS.

A. Limestone and its affiliates have the financial, technical, and managerial ability to acquire, own, and operate Aqua Utilities' water and wastewater systems in a manner that fully complies with applicable health, safety, and environmental protection laws and regulations and provides reliable, safe, and adequate service to customers. Limestone is part of an affiliated group that currently owns and operates wastewater systems serving approximately 4,262 customers in Missouri, Arkansas, and Kentucky and drinking water systems serving approximately 1,689 customers in Missouri and Arkansas. As I mentioned earlier in my testimony, the Louisiana Public Service Commission recently approved our acquisition of water and wastewater systems in that state serving approximately 30,000 customers. CSWR affiliates currently have on file or expect to file by year's end applications seeking state regulatory commission authority to acquire systems in Texas and North Carolina and additional systems in Missouri and Kentucky.

On the wastewater side of the business, our group of affiliated companies has purchased wastewater treatment plants with associated sewer pumping stations, gravity force mains, and

gravity conveyance lines. CSWR-affiliated companies have designed, permitted, and completed construction, with the approval of state wastewater regulatory authorities, of approximately \$8.3 million of sanitary sewer system improvements since March of 2015. These improvements include wastewater line repairs to remove infiltration and inflow, building sewer main extensions, the repair of multiple lift stations, the construction of lift stations, the closure of an existing regulatory impaired wastewater system, building two fully activated sludge plants, constructing moving bed bio-reactor plants (MBBR), converting two failing wastewater systems into sludge storage/flow equalization and treatment basins, converting failed mechanical systems to I-Fast systems, and constructing various other wastewater supporting improvements.

On the water side of the business, since March 2015 affiliates in Missouri, Arkansas, and Kentucky have designed, permitted and completed construction – with the approval of state regulatory authorities – of approximately \$5.5 million of upgrades and improvements to drinking water systems. Those upgrades and improvements include construction of ground water storage tanks and drinking water pressurization pump assemblies, drilling water wells, erecting or rehabilitating well houses, closing failed wells, blasting/coating water storage tanks, replacing meter pits with new meters, replacing or repairing numerous water distribution lines, installing numerous isolation valve systems, installing multiple flush hydrants, repairing hundreds of leaking lines, and constructing or rehabilitating various other improvements to existing drinking water systems.

Q. DOES CSWR HAVE PERSONNEL QUALIFIED TO PERFORM THE SERVICES YOU IDENTIFIED IN YOUR PRECEDING ANSWER?

A. Yes, it does, as evidenced by the fact CSWR already is providing those and other similar services for water and wastewater systems in Missouri, Arkansas, and Kentucky. I already

described my background and experience in the water and wastewater utility industry and the resumes of the other key members of CSWR's senior team who would be involved in Limestone's operations shows we are well-qualified to meet the demands of Limestone and its customers and of this Commission and other regulators charged with overseeing Limestone's operations. That level of experience and expertise CSWR currently provides affiliated systems in Missouri, Arkansas, and Kentucky, and that CSWR would bring to Limestone if the Joint Application is approved, is not usually available to small systems like those at issue in this case. But our business model provides that expertise and experience to its affiliates and does so through economies of scale that can be achieved because of CSWR's centralized management structure. Thus not only would CSWR provide Limestone and its customers expertise not generally available to small water and wastewater systems, but it would also do so at a lower cost than would be the case if Limestone or a similarly-sized company had to acquire or provide such expertise and support on a company or system-specific basis.

Q. HAS YOUR GROUP OF AFFILIATED COMPANIES TAKEN STEPS TO IMPROVE SERVICES AT THE SYSTEMS IT NOW OPERATES?

A. Yes. In addition to the capital improvements made on all of the systems we have acquired, our affiliated group has built from scratch customer service systems at each utility that meet or exceed regulatory commission rules and provide benefits to the customers.

Limestone will implement operational changes to improve and enhance customer service. Customers would have access to a 24-hour phone line to report any utility service issues. Those calls would then be transferred into the computerized maintenance management system and converted into work orders, which creates a historical record of all reported service issues. The work order also will ensure contracted customer service personnel can commence work required

to quickly and efficiently deal with any customer service issues. Second, Palmwood will ensure customers served by the system have access to customer service representatives during normal business hours to talk about any customer concerns. Additionally, Limestone will establish a utility-specific webpage and dedicated email address to keep customers informed about their utility service. Information available on the website would include dissemination of state mandated drinking water testing information, up-to-date website bulletins about current service status, and service initiation or discontinuance procedures. Mirroring the relevant utility homepage information, Limestone will also implement a dedicated social media page to offer another avenue of communication with customers about utility matters. The social media account will be manned by customer service representatives that can answer customer questions. Finally, Limestone will offer online bill paying options to customers including e-checks, debit card, and credit cards.

The Missouri Public Service Commission and the Missouri Department of Natural Resources have recognized the solid track record CSWR and its affiliates have established for acquiring, rehabilitating, maintaining, and operating troubled water and wastewater systems in that state. And in a recent order authorizing the group's Kentucky affiliate to acquire several troubled wastewater systems, the Kentucky Public Service Commission expressly found the group has the financial, technical, and managerial ability necessary to provide reasonable service to the public.

Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO FINANCE, OWN, AND OPERATE THE SYSTEMS YOU PROPOSE TO ACQUIRE FROM AQUA?

A. Yes, Limestone and CSWR have the financial capacity to finance, own, and operate the three systems we propose to acquire from Aqua Utilities. The affiliated group of which Limestone is a member has been able to secure an ongoing commitment from Sciens Capital Management, a Wall Street private equity firm, to provide capital necessary to purchase small, oftentimes

distressed, systems and then make investments necessary to bring those systems into compliance with applicable health, safety, and environmental protection laws and regulations. Investment is provided primarily in the form of equity, but an affiliate also has committed to make debt capital available at reasonable rates if Limestone is unable to obtain debt financing from non-affiliated commercial sources.

DESCRIPTION OF THE PROPOSED TRANSACTION

Q. PLEASE DESCRIBE THE WATER AND WASTEWATER SYSTEMS LIMESTONE PROPOSES TO ACQUIRE FROM AQUA.

A. As I mentioned earlier in my testimony, Limestone proposes to acquire water and wastewater systems from Aqua Utilities that are located in Hardin County. Maps and aerial photographs showing the areas to be acquired from Aqua were filed as **Exhibit 1** to the Joint Application.

Terms of the proposed asset sale are governed by an Agreement for the Sale of Utility System, as amended ("Agreement"), between Aqua Utilities and Limestone. A copy of the Agreement, as amended, was filed as **Exhibit 7** to the Joint Application. As specified in the Agreement, the purchase price for the assets being acquired from Aqua is approximately \$2 million.

No closing date for the transaction has been set, but the Agreement identifies various conditions precedent, including obtaining all required regulatory approvals, that must be satisfied before the transaction can close. Section 17 of the Agreement also authorizes CSWR to assign all its rights to the acquired assets to an affiliated entity. In accordance with that section, at closing, CSWR will transfer to Limestone all sewer system assets acquired from Aqua Utilities. A copy of

the document assigning all assets acquired from Aqua Utilities to Limestone was filed as **Exhibit 8** to the Joint Application.

Q. IF THE COMMISSION APPROVES THE JOINT APPLICATION, IS LIMESTONE WILLING AND ABLE TO MAKE ANY IMPROVEMENTS NECESSARY TO BRING AQUA UTILITIES' WATER AND WASTEWATER SYSTEMS UP TO STANDARD AND INTO COMPLIANCE?

A. Yes. If the Commission grants Limestone the authority it seeks in the Joint Application, Limestone and CSWR are willing and able to invest capital necessary to bring Aqua Utilities' systems up to standard and into compliance. As I described previously, because of the affiliated structure of which they are part, Limestone and CSWR have access to capital adequate to make current improvements to that system and to continue to operate it in a manner that complies with applicable statutes, rules, and regulations and is in the public interest.

Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR THE AQUA UTILITIES SYSTEMS AT ISSUE IN THIS CASE?

A. Initially, Limestone proposes to adopt the tariffs, rules, and rates currently in effect for the Aqua Utilities systems. However, if the revenue requirement for any or all of those systems increases - as likely would be the case given the additional capital investment needed for system upgrades and improvements - or as our own operating experience dictates, in the near-term future Limestone may petition the Commission to increase rates or change certain operating regulations. In the future, Limestone also may also seek authority to consolidate the rates of the three systems it proposes to acquire.

Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES AND REGULATIONS GOVERNING WATER AND WASTEWATER UTILITIES AND

DO YOU PLEDGE TO OPERATE THE THREE SYSTEMS IN A MANNER THAT COMPLIES WITH THOSE RULES AND REGULATIONS?

A Yes, we have familiarized ourselves with the Commission's rules and regulations and pledge to operate the three systems in a manner that complies with all Commission requirements and all applicable state statutes and regulations.

Q. HOW DOES LIMESTONE PROPOSE TO SATISFY THE FINANCIAL SECURITY REQUIREMENTS IMPOSED BY TPUC RULES 122-04-13-.07 AND 1220-04-13-.08?

A. To demonstrate financial security as required by the Commission's rules, Limestone has secured a corporate surety bond, in a form that complies with TPUC Rule 1220-04-13-.08, in the amount of \$20,000. A copy of that surety bond is attached to the Joint Application as **Exhibit 14**.

Q. DO YOU BELIEVE THE PROPOSED TRANSACTIONS ARE IN THE PUBLIC INTEREST?

A Yes. I believe the proposed acquisition of Aqua Utilities' water and wastewater systems would be consistent with and would promote the public interest. Limestone and CSWR are fully qualified, in all respects, to own and operate the systems to be acquired and to otherwise provide safe and adequate service.

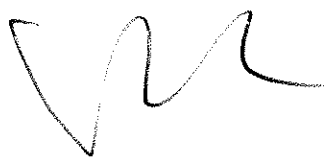
Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, it does.

Affidavit

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

I, Josiah M. Cox, state that I am President of Limestone Utility Operating Company LLC,
and that the answers to the questions posted in the attached Direct Testimony are true and correct
to the best of my knowledge, information, and belief.



Josiah M. Cox

Subscribed and sworn to before me on this 9th day of November 2019.



Notary Public

My Commission Expires on: 01/31/2021

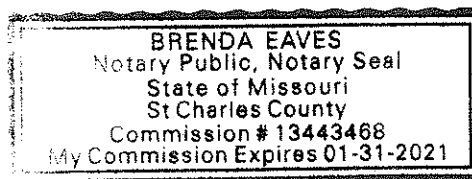


Exhibit 10 — SEALED - CSWR consolidated financial statements

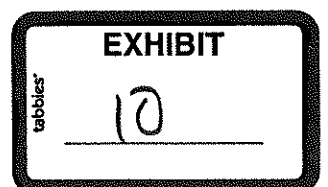
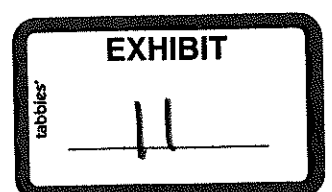


Exhibit 11 — SEALED – Limestone proforma financial statements



Philip W. Macias, CPA
584 Beste Lane
Beaufort, Missouri 63013
philipmacias@sbcglobal.net.net
(314) 853-5462

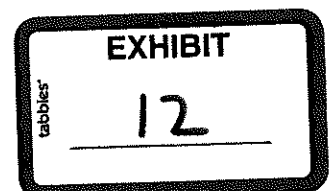
Summary

Certified Public Accountant with knowledge and practical hands-on operational and management experience in a broad variety of businesses and industries. Specialized experience in financial planning, budget development, finance & accounting operations, analysis & reporting, purchasing & materials management, audit, human resources, tax reporting & internal control. Strong organizational and analytical skills. A proven ability to provide effective leadership in a team setting.

Professional Experience

11/11 – Present US Soybean Export Council; Saint Louis Missouri
(Chief Financial Officer - 04/15 to present)
(Controller and Director of Accounting & Finance - 11/11 - 04/15)

- Partner with the CEO and Senior Management team on all operational and strategic issues as they arise; provide strategic recommendations to the CEO based on financial analysis and projections, compliance requirements/constraints, revenue/expense analysis, cost identification, analysis & allocation and impact on organizational effectiveness and productivity.
- Provide strategic direction to the Accounting, Finance, Information Technology, Human Resources, Budget, Contracts and Compliance functions and manage their activities and programs.
- Establish Accounting and Financial policies, procedures and internal controls in accordance with Generally Accepted Accounting Principles and funding source requirements.
- Oversee the preparation of financial reports in coordination with all reporting requirements.
- Coordinate and ensure timely, accurate and compliant accounting & finance work in the international offices and conduct internal audits.
- Manage Financial relationship with all applicable funding sources (ASA (FAS funding), USB, Membership, QSSB's, etc.)
- Manage third party relations with Attorneys, Auditors, Bankers, Foreign Agricultural Service Contacts, Payroll Firms, and other institutions as required.
- Directly manage, train and mentor the domestic and international staff in Accounting, Finance, IT, HR, Budget, Contracts & Compliance.
- Coordinate directly with the USSEC Treasurer and Audit & Budget Committee regarding Accounting and Finance activities.
- Prepare and present reports and related materials as requested to the Board and appropriate committee(s).
- Establish and maintain effective relationships with banking and financial resources and manage USSEC's LOC.
- Administer corporate credit card programs.
- Represent USSEC's financial interests at various forums, functions and events.
- Create and maintain effective budgeting and forecasting models.
- Manage business relationships with domestic and international independent auditors.
- Assist CEO with business funding decisions.
- Ensure compliance with local, state and federal reporting requirements.
- Prepare materials for and conduct Accounting and Finance orientation for new directors and employees.
- Oversee accurate and timely fiscal information to all departments.
- Assist in the development and implementation of special projects/programs as designated by the CEO.



(Philip W. Macias, CPA - continued)

08/06 – Present **Columbia College; Saint Louis Missouri**
Adjunct Instructor - Accounting

- Teach an introductory accounting course (Accounting 280 – Financial). Accredited by the Higher Learning Commission.

02/02 – 04/12 **Philip W. Macias, CPA; Saint Louis Missouri**
Independent Audit, Tax, Accounting & Business Advisor

- Provide a wide range of audit, accounting, tax, audit and business planning solutions and services including:
 - Independent financial audit & attestation.
 - International SEC audit and internal control review and testing.
 - A full range of small business tax, accounting and advisory services.
 - Individual tax planning & preparation.

02/02 – 12/02 **GKN Aerospace Services; St. Louis Missouri (*Manufacture aircraft components*).**
Senior Financial Planning Analyst – Corporate Finance Department, St. Louis, MO
Interim Controller – Engineering Development Center (EDC), Meriden, CT
Positions were held concurrently

- Directed the finance and accounting functions as the Engineering Development Center (an aerospace engineering design and testing subsidiary) as it transitioned from a 27 person, \$7 million (2002 rev.) integrated business unit with all accounting duties executed off-site at the corporate level, to a legally separate, stand-alone business entity with all finance and accounting operations performed on-site.
- Managed the budgeting process, internal financial reporting, performance analysis & forecasting functions.
- Managed the monthly close process.
- Worked closely with the General Manager and individual project managers to restructure complex percent of completion revenue recognition procedures, accounts receivable recording process and inventory/COGS reporting to ensure compliance with GAAP.
- Supervised accounting staff and coordinated finance/accounting duties assigned to project managers.
- Prepared real/personal property, and sales and use tax filings for the consolidated corporate entity. Initial sales and use tax review resulted in a Missouri refund of \$385,000 for tax year 2001.
- Assisted in the monthly close process at the corporate level.
- Developed financial analysis and forecasting tools. (cash management, inventory models, etc.)
- Developed various policies and procedures including the capitalization and travel policies.

02/00 – 10/01 **CoreExpress, Inc.; Saint Louis Missouri**
(Sold 11/01) Senior Financial Project Manager – Finance and Accounting Department

- Responsible for the timely preparation, analysis and presentation of internal management reports and internal/external financial reporting information to senior management, equity stakeholders and selected strategic business partners.
- Assisted in the development of the Company's long-range strategic business plan. Extensive involvement in the capital asset and business development cost modeling areas.
- Key participant in the development and implementation of a company wide \$475 million capital budget.
- Managed the finance and accounting process pertaining to all capital acquisitions.
- Managed the working relationships with external finance and credit partners. Directed the finance & accounting activities involving credit facilities and vendor financing agreements totaling \$470 million.
- Managed compliance issues attendant to credit facility/vendor financing agreement covenants.
- Designed, developed and implemented the Company's purchasing program.
- Responsible for the management of fixed assets totaling \$260 million.
- Directed a 4 member staff.

(Philip W. Macias, CPA - continued)

02/99 – 02/00 Washington University; Saint Louis Missouri
Accounting Operations Project Manager - Accounting Services Department
Interim Manager - Sponsored Project Department

- Prepared and presented timely analysis on the Financial Services division's financial and management activities to the Vice Chancellor for Financial Affairs, Controller and members of Senior Management.
- Managed the financial compliance & reporting process pertaining to grants and awards from the NIH and NSF. Worked closely with the Primary Investigators and their staffs to monitor grant budgets and to review, approve and process acquisition requests. Reviewed and approved Financial Status Reports (NIH) and provided other financial status documentation to both public and private grant authorities.
- Worked closely with University management to identify and analyze process and productivity issues, develop practical alternatives, and guide their subsequent implementation.

01/97 – 02/99 Ernst & Young, LLP; Saint Louis, Missouri
Senior Accountant - Assurance & Advisory Business Services

- Provided a full range of advisory and audit services to a diverse client base including companies in the manufacturing, banking, brokerage & investment, not for profit, communications, technology and software development industries.
- Successfully combined strong personal interaction and communications skills with a firm knowledge of generally accepted accounting principles, and practical operational experience, to successfully manage multiple client engagements. This process entailed establishing and developing relationships at various client levels to forge the consensus necessary for the successful resolution of audit issues.
- Exercised strong technical and practical accounting skills in anticipation of, and in response to, a wide variety of client needs.
- Assisted in the preparation of both individual and partnership tax returns.

09/93 - 12/96 Attended Saint Louis University

01/92 - 09/93 The Anheuser-Busch Eye Institute (Saint Louis University); Saint Louis, Missouri
Purchasing Manager - Financial Services Department

- Successfully managed all purchasing activities related to the Institute's \$25 million expansion and relocation project. The project included controlling the purchase process for all construction materials and services & interior design development, and directing the subsequent issuance of purchase orders for the additional acquisition of \$4 million in capital equipment.
- Worked closely with selected physicians and senior management to identify and cost efficiently acquire \$7MM in operational equipment, materials and services.
- Developed the purchasing policies and procedures for the Institute's 14 bed hospital facility.
- Negotiated contracts for current and multi-year purchasing agreements.
- Managed the reallocation and disposal of all corporate assets.
- Managed the zero inventory supply system for clinical, research and academic facilities.
- Directly supervised a 4 member staff.

1979 - 92 United States Coast Guard; Various Locations
Financial Manager - Finance and Supply Division

- Established financial policies and procedures for this newly created Command. Formulated, implemented and monitored the annual budgets. Prepared expenditure analysis and reported on compliance with established national guidelines. Managed procurement and AP activities. Brought "on-line" the Coast Guard's new purchasing/accounting computer system.
- Various non-finance/accounting sea & shore assignments (1979 - 1987).

(Philip W. Macias, CPA continued)

Education

Saint Louis University: Saint Louis, Missouri

Degree: Bachelor of Science in Business & Administration (1996)

Major: Accounting – Magna Cum Laude

Forrest (Todd) Thomas
67 Champagne Drive
Lake Saint Louis, Missouri 63367
636 399-8283
forrestthomas@gmail.com

EDUCATION

Olin Business School, Washington University
Saint Louis, Missouri
MBA December, 1996

University of Missouri-Rolla
Rolla, Missouri
B.S. Civil Engineering, 1986

WORK EXPERIENCE

Central States Water Resources

Saint Ann, MO
January 2017 - Present
Senior Vice President

Brotcke Well and Pump

Fenton, Missouri
(January 2011 – December 2016)
President

American Water/ EMC

O'Fallon, Missouri
(January 2002 – December 2010)
American Water - Midwest Regional Vice President of Sales – (May 2010 – December 2010)
EMC - General Manager– (July 2006 – May 2010)
EMC - Director of Business Development – (Nov 2005 – July 2006)
EMC - Director of Operations– (Jan 2002 – Nov 2005)

MEMC Electronic Materials Company, Inc.

Saint Peters, Missouri
(February 1996 – December 2001)
Global Implementation Leader for i2 (Advanced Planning System) –
(June 2000 – December 2001)
Plant Implementation Leader for SAP (Enterprise Resource Planning
system) at St. Peters plant– (Nov 1998 to June 2000)
Operating Supervisor of Epitaxial Application – (February 1996 to
November 1998)

Michael J. Duncan

Experience

Central States Water Resources

Jul 2018-Present

Director, Business Operations

Jul 2018-present

- Lead Business Operations team that carries out project management, investor reporting and customer service.
- Create and implement business processes for company that has grown tenfold in the number of systems managed.
- Produce and deliver in-depth quarterly publication for investors detailing our business achievements, decisions and quarter-by-quarter funding requirement.
- Enhanced the organization's project management program for acquiring and improving systems to account for increased project capacity and complexity.
- Created and compiled due diligence material for potential acquisition of company that was completed in November 2018.

Auto Tire & Parts Napa; Cape Girardeau, MO

August 2016-July 2018

Director of Operations

2016-present

- Implementing new Warehouse Management System (WMS) using scanning technology for warehouse distributing daily from \$7M inventory
- Redesign and codify over 20 unique distribution processes impacted by upgraded WMS
- Create and modify custom software in WMS to fit custom business needs
- Optimize inventory at 50 branch locations using deep learning to meet demand before competition
- Reorganize inventory team that oversees purchasing, controls, sourcing, and product support

The Journey; St. Louis, MO

August 2005- August 2016

Director of Operations

2010-2016

- Oversee finance, facilities, human resources, communications, and technology for a growing church with six locations, over 4000 weekly attendees, and community counseling center
- Lead business services team of 17 members to ensure excellent support for core functions
- Built and managed a \$10M annual operating budget and delivered monthly financial reports and analysis to Board of Directors and congregation
- Directed acquisition and renovation of two \$1M+ facilities that expanded capacity of two locations by over 100%
- Developed system for analyzing opportunities to begin new locations based on talent management, real estate and revenue opportunities
- Negotiated a \$6M real estate transaction with another organization that expanded capacity at one location by 50%

Project Manager

2009-10

- Planned and directed execution of organization-wide projects
- Implemented new CRM software for organization managing over 5,000 members

EDUCATION

Olin School of Business, Washington University in St. Louis, MO — Master's in Business Administration, August 2013; Member: Beta Sigma Gamma Honors Fraternity (Top 20%)

Washington University in St. Louis, MO — Bachelor of Arts, May 2006: Religious Studies; College Honors

Berco Table Works, Inc.

Saint Louis, Missouri

Plant Manager – (October 1993 – February 1996)

Responsible for all areas of manufacturing, maintenance, shipping and receiving. Led manufacturing turnaround

Conoco, Inc.

Hartford, Illinois – Conoco Lubricants Plant

Capital and Maintenance Project Manager (Feb 1989 - Oct 1993)

Denver, Colorado – Conoco Pipeline Western Division

District Engineer (December 1988 – February 1989)

Houston, Texas – Conoco Pipeline Headquarters

Staff Engineer (February – December 1988)

Ponca City, Oklahoma – Conoco Pipeline Midwest Operations

Associate Engineer (January 1987 – February 1988)

Various pipeline and pumping station projects.

Jami A. Favor

417 Spring Trace
O'Fallon, MO 63368
(314) 240-2377

DETAILED SUMMARY OF EXPERIENCE

Woodard and Curran, PWSD #2 of Saint Charles County, Missouri

April 2018-Present: Area Manager

Responsibilities include support services and customer service for the water, wastewater, collection, distribution, and meter-reading systems. Manage 50 employees, 34 sanitary lift stations, 16 elevated and 4 ground storage tanks, 682 miles of water distribution mains, 151 miles of sanitary sewer mains, a 22 MGD water treatment plant, 2 well systems, 11 wastewater treatment facilities and maintain all district owned assets, vehicles and equipment.

Implementation of technologies for operations data management, maintenance and asset management, and engineering support and planning to improve service and efficiency and maintain a high level of service while minimizing cost impacts.

Woodard and Curran, Quincy, Washington

2007 to March 2018: General Manager

Responsibilities include budget and financial accountability, Creating and implementing Capital Improvement plans, daily operations of a 1.45 MGD Class A reclaimed wastewater treatment facility, 4 MGD industrial wastewater facility, reuse facility that provides high-efficient softening and reverse osmosis treatment, implementation and oversight of Industrial Pretreatment Program, nine lift stations, supervision of eight union employees, and coordinator of the safety program.

Environmental Management Corporation, Godfrey, Illinois

2004 to 2007: Facility Manager

Responsibilities include budget and financial accountability, daily operations of a 2.2 MGD wastewater treatment facility, 14 lift stations, 100 miles of collection system, billing system for 5,400 customers, operation of two package plants located at Principia College, supervision of seven union employees and coordinator of the safety program.

Environmental Management Corporation, Quincy, Illinois

2004 to 2004: Industrial Pretreatment Coordinator/Assistant Plant Manager

Responsibilities included overseeing of 33 industrial users, scheduling industrial sampling, ensure all EPA and State pretreatment reports and requirements were completed, conducted onsite industrial inspections, write industrial discharge permits and self-monitoring reports, monitoring trucked waste discharges at POTW including necessary compliance testing, assisted plant manager with day-to-day operations of 22 MGD activated sludge treatment plant.

Environmental Management Corporation, Havana, Illinois

2000 to 2004: Public Works Director

Responsibilities include the daily operations of a .7 MGD wastewater facility, 1.0 MGD water treatment plant, 27 miles of collection system, nine lift stations, 30 miles of water distribution system, streets, garbage, budget, and financial accountability, safety program, and supervision of 13 union employees

City of Kansas City, Missouri

1998 to 2000: Chief Plant Operator

Responsibilities include planning, assigning and supervision activities pertaining to a 200 MGD water treatment and pumping facility operation. Duties included interpretation of laboratory analysis, decision making on chemical treatment, operation of chemical feed equipment, training in the safe handling of hazardous chemicals, proper filtration practices, troubleshooting, minor maintenance and supervision of union workforce.

City of Kansas City, Missouri

1996 to 1998: Operator II

Responsibilities include day-to-day operations of both 100 MGD wastewater treatment plant and 200 MGD water treatment plant. This included process changes, lab testing, sludge de-watering, chemical feed changes, backwashing filters, troubleshooting facilities.

EDUCATION

2018- Small Water System Disinfection: California State University (1.8 CEU's)

Treatment of Metal Wastestreams: California State University (4.5 CEU's)

2015- Water Treatment II: California State University (9 CEU's)

2012- Water Treatment I: California State University (9 CEU's)

2012- Small Wastewater O&M: California State University (9 CEU's)

2008 - Manage for Success: California State University (4.5 CEU's)

2007 - Operation of Wastewater Plants II: California State University (9 CEU's)

2005 - Pretreatment Facility Inspection: California State University (9 CEU's)

2002 - Utility Management course: California State University (9 CEU's)

2001 - Advanced Water Plant Operation course: Illinois Central College (12 wks)

2000 - Advanced Wastewater course: Illinois Central College (12 wks)

1997 - Advanced Water Treatment (60hrs)

Anaerobic Digester Control (16 hrs)

Industrial Maintenance course (16 wks): MCC Business and Technical School

1996 - Associate of Applied Sciences in Ecological Control:

Community College of the Air Force

Associate of Applied Arts: State Fair Community College

Activated Sludge Process Control (16hrs)

1995 - Backflow Certification Class (60 hrs)

Industrial Waste Treatment: California State University (9 CEU's)

1993 - Entry Level Wastewater Treatment: Tipton, Missouri (60 hrs)

1992 - Hazardous Materials Training (8 hrs)

United States Air Force Technical Training in Water and Wastewater Treatment:

Shepherd AFB, Texas

CERTIFICATIONS

Class A Missouri Wastewater Operator

Class A Missouri Water Operator

Class III Missouri Water Distribution Operator

Class IV Washington Wastewater Operator

Class I Illinois Wastewater Plant Operator

Class A Illinois Water Operator

Franklin Covey, Four Roles of Leadership Training

JACOB O. FREEMAN, P.E.

108 E. Bates St., Drexel, MO 64742 (314) 550-1167

jorville82@yahoo.com

I seek to further my career in the water and wastewater industry by joining Central States Water Resources to improve the quality of water provided to underserved communities around the country.

EXPERIENCE

MAR 2005 – OCT 2007

PROJECT MANAGER, CORRIGAN COMPANY MECHANICAL CONTRACTORS (CCMC)

Began my engineering training in the understudy of a Master Plumber and Professional Engineer where I gained design experience in industrial and municipal plumbing and mechanical process piping. In addition, I gained knowledge and experience in bid estimating and all facets of project management from kickoff to closeout. CCMC is one of the largest and long-standing mechanical contractors in St. Louis employing around 350 people with an average annual revenue of \$100M. My first 1.5 years were spent co-managing a large project in Metropolis, IL where CCMC installed the plumbing and HVAC systems in a new multi-story hotel associated with Harrah's Casino. I coordinated between the owner, design firm, our in-house plan team and the other contractors to make sure all the systems would fit into available spacing. Once finalized, I managed the dissemination of plans to our tradesmen and ran final installation including field driven design changes up to the engineering team for revision.

OCT 2007 – JAN 2016

PROJECT MANAGER, BROTCHE WELL & PUMP (BWP)

Continued my engineering training and achieved the level of Professional Engineer in multiple states. Acquired in-depth knowledge and experience with water wells, water and wastewater treatment and water and wastewater monitoring and control systems. Acquired sales business development experience and successfully originated several millions of dollars of new business and managed those projects to completion. Managed the design and construction of dozens of new potable water systems for large municipal, industrial and commercial clients. Managed the rehabilitation of hundreds of water wells to return their capacity and improve their efficiency and water quality. Managed several water and wastewater pumping and treatment rehabilitation projects.

JAN 2016 - CURRENT

VICE PRESIDENT, BROTCHE WELL & PUMP (BWP)

I was promoted to Vice President in 2016 and currently manage our office and operations in Kansas City which covers Kansas and western Missouri. BWP is one of the largest water well, pump and piping contractors in the Midwest. I am personally responsible for environmental regulatory design compliance, final design management, final construction implementation, project management and final drinking water quality and production levels for all water projects in my service territory. In addition, I have P&L accountability for our office along with individual project profitability responsibility.

EDUCATION

DEC 2004

BS IN MECHANICAL ENGINEERING, UNIVERSITY OF COLUMBIA, MISSOURI

LICENSES AND SKILLS

- Professional Engineering License: Missouri, Kansas and Illinois
- Well Driller and Pump Installer License
- Level 1 Certified Vibration Analyst and Schenk Balancing Machine Operator
- Engineering consultant management
- Troubleshooting, diagnosis, programming and repair of electrical systems, VFDs, motor controls, pumps and motors, control valves and pipe appurtenances, gear drives
- Construction implementation and scheduling
- AutoCAD, Microsoft Office, Microsoft Project, Sage Accounting, Adobe Pro

Kaleb P. Stephens

821 Malaga Ave #11 Wenatchee, WA 98801 | 715.790.2559 | ksteph43@gmail.com

Education & Certifications

Bachelor of Science | January 2013 | UW-Oshkosh

- Major: Environmental Science
- Emphasis: Policy & Values

Class C Operator & Certified Water Professional | October 2016 | Colorado

Group 1 Wastewater Treatment Plant Operator | July 2018 | Washington

Wastewater Operator Certification | May 2017 | Wisconsin

Eagle Scout | August 2008

Experience

ASSISTANT PLANT MANAGER | WOODARD & CURRAN | JULY 2017-CURRENT

- Implemented and maintained client specific regulatory programs to satisfy state and federal requirements and promote worker safety.
- Manage site specific training records and schedule safety training for all facilities.
- Site lead on implementation of new asset management system: conducted inventory of site equipment, setup new service schedules and established paperless work order distribution.
- Managed industrial water discharge monitoring reporting in compliance with NPDES and state requirements for both analytical and qualitative discharge monitoring.
- Prepared proposals and fee estimates, procured and managed subcontractors and vendors, and worked closely with clients upfront to proactively meet expectations on scope, schedule, and budget.
- Complete expense reports and assist in budget management using SAP Concur.
- Accurately performed water and solids sampling and preformed analysis in a certified lab.
- Assist with permit and documentation reviews.
- Assisted in documented audits of facilities to assess compliance with OSHA regulations.

LEAD OPERATOR | WOODARD & CURRAN | MAY. 2014-JUNE 2017

- Managed industrial water discharge monitoring reporting in compliance with NPDES and state requirements for both analytical and qualitative discharge monitoring.
- Accurately performed water and solids sampling and shipped it to the lab for analysis.
- Communicated with client staff by establishing strong relationships and offering preliminary consultations.
- Trained employees on water discharge regulations, sampling and site compliance inspections.
- Worked closely with clients upfront to proactively meet expectations on scope, schedule, and budget.

ASSISTANT WRESTLING COACH | SHEBOYGAN NORTH HIGH | NOV. 2016-FEB. 2017

- Planned practices and workouts to assist in athletes achieving goals.
- Organized and coordinated a 12-team event hosted by Sheboygan North.
- Responsible for athlete's well-being during all day events.

Brent G. Thies, CPA
226 Shadyoak Drive, Ballwin, MO 63021
636-209-0044
thiesbg@gmail.com

Education

Master of Business Administration <i>University of Missouri-St. Louis, St. Louis, MO</i> Concentration in Finance	2018 Graduate
Bachelor of Science, Accounting <i>Liberty University, Lynchburg, VA.</i>	2011 Graduate
Bachelor of Arts, Communications/Psychology <i>Missouri Baptist College, St. Louis, MO</i> Concentration in Public Relations, Public Speaking and Group Communications	2001 Graduate

Employment History

Controller, Central States Water Resources, LLC <ul style="list-style-type: none">• Lead the Accounting function of Central States, a regulated water and wastewater utility company• Oversee operational accounting for subsidiary utilities and the corporate parent company.• Manage the monthly financial reporting required by private equity investors.• Coordinate preparations for annual financial audits of utility operating companies and the fully consolidated corporate entity.	6/2017- present
Controller, The Journey Fellowship, Inc. <ul style="list-style-type: none">• Led the Finance department of the Journey and its subsidiaries including supervision of A/R and A/P staff, budget preparation, reporting to management and financial statement preparation.• Supervised the payroll and benefits functions.• Oversaw tax compliance including year-end reporting for employee W-2s, independent contractor 1099s, Affordable Care Act filing and various state and local governments.• Led preparations for annual financial statement audit and monitored adherence to internal controls throughout the year.	2013-2017
Staff, Accounting Department <i>Stephen Ministries, St. Louis, MO</i> <ul style="list-style-type: none">• Part of the company's staff recruitment program. The Staff Candidacy functions as an introductory employment period before agreement upon regular full-time employment within the organization.• Various Accounting duties including Accounts Payable and Accounts Receivable.	Jan-April 2011

Certifications & Continuing Professional Education

Certified Public Accountant, State of Missouri (current)

Participant in the Controller's Conference of the American Institute of Certified Public Accountants, 2019

Annual Regulatory Studies Program of the Institute of Public Utilities at Michigan State University

Fundamentals Certificate – 2018

Intermediate Certificate – 2018

Advanced Certificate – 2018

Community & Professional Involvement

Member, American Institute of Certified Public Accountants

Executive Board Member, The Journey Fellowship, Inc.

Epworth Children and Family Services

Volunteered as a mentor in Epworth's Project Xcel. It is aimed at career mentoring for young people who are aging out of the foster care system.

Customer Notification Letter Draft

August xx, 2019

Dear Resident of Points of Pickwick,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and Aqua Utilities Company, Inc (Aqua Utilities) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for Aqua Utilities to sell to Limestone Water its sewer system assets. Aqua Utilities is currently serving approximately _____ customers in Hardin County.

If the proposal is approved by the TPUC, Limestone Water would become a regulated water and sewer utility that would be subject to the jurisdiction of the TPUC in the following service areas: Points of Pickwick, The Preserve, Anchor Bay Pointe, Grand Villas, Grandview, High Pointe, Park Place, Ridge Point, Sailboat Pointe, and Turtle Cove.

Limestone Creek proposes to adopt the existing rate structure for all sewer customers.

After completing the proposed acquisition of these utility systems, Limestone Water plans to construct numerous improvements to the systems, to address degradation due to age and environmental compliance issues.

Those wishing to comment should contact the TN Public Utility Commission

502 Deaderick Street

4th Floor

Nashville, TN 37243

(800) 342-8359

675-747-2904

contact.tpuc@tn.gov

Refer to Case No. XX-XXXX-XXXX in all correspondence.

If you have questions, please contact Limestone Water at 314-736-4672 or the above public office of the Tennessee Public Utility Commission.

Sincerely,

Josiah Cox,

Limestone Utility Operating Company, LLC



**TENNESSEE PUBLIC UTILITY COMMISSION
PUBLIC UTILITY SERVICE PROVIDER'S SURETY BOND
Limestone Utility Operating Company, LLC**

Bond #: SU 1158722

WHEREAS, Limestone Utility Operating Company, LLC ("Principal"), holds a Certificate of Public Convenience and Necessity ("CCN") with amendments to operate public wastewater utilities in each extended territory approved by the Tennessee Public Utility Commission, subject to the laws of the State of Tennessee and rules and regulations of the Tennessee Public Utility Commission ("Commission") relating to the operation of a public wastewater utility; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 201 (e) of the Tennessee Code Annotated, a public utility providing wastewater service is required to post a bond in order to maintain such authority and to ensure the proper operation and maintenance of the public utility, conditioned as prescribed in Tenn. Comp. R. & Regs. Chapter 1220-4-13; and

WHEREAS, Arch Insurance Company ("Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 201 of the Tennessee Code Annotated and Tenn. Comp. R. & Regs. Chapter 1220-4-13.

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 201 and Tenn. Comp. R. & Regs. Chapter 1220-4-13 in the full amount of Twenty Thousand and 00/100 (\$20,000.00) lawful money of the United States of America to be used to enable the continued operation of the public wastewater utility for the full and prompt payment of any monetary obligation imposed against the Principal, its representatives, successors or assigns, in any contested case proceeding brought under Title 65 of Tennessee Code Annotated or by Tenn. Comp. R. & Regs. Chapter 1220-4-13 on behalf of the TPUC, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 25th day of November, 2019, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand and 00/100 (\$20,000.00). The Surety may cancel this bond by giving sixty (60) days written notice of such cancellation to the Commission and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Limestone Utility Operating Company, LLC
Name of Company authorized by the TPUC

500 Northwest Plaza Dr., Suite 500, St. Ann, MO 63074
Address of Principal

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

Arch Insurance Company
Name of Surety

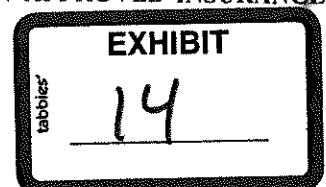
3 Parkway, Suite 1500, Philadelphia, PA 19102
Address of Surety

SIGNATURE OF SURETY AGENT

Name: Gregory L. Stanley
Title: Attorney-in-Fact

Address of Surety Agent:
100 N. Broadway, Ste. 900
St. Louis, MO 63102

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 201, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AND TENN. COMP. R. & REGS. CHAPTER 1220-4-13. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)



ACKNOWLEDGMENT OF PRINCIPAL

Missouri
STATE OF ~~TENNESSEE~~
COUNTY OF St. Louis

Before me, a Notary Public of the State and County aforesaid, personally appeared Josiah Cox
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed
the foregoing bond on behalf of Limestone Utility OpCo, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 6th day of December, 2019.

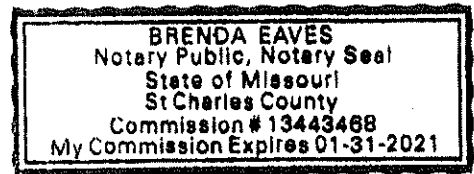
My Commission Expires:

October 01/31, 2021
BE

Brenda Eaves
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF MISSOURI
COUNTY OF ST. LOUIS



Before me, a Notary Public of the State and County aforesaid, personally appeared Gregory L. Stanley with whom I am
personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on
behalf of Arch Insurance Company, the within named Surety, a corporation licensed to do business in the State of Tennessee
and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title
56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the
foregoing bond, by signing the name of the corporation by himself and as such individual.

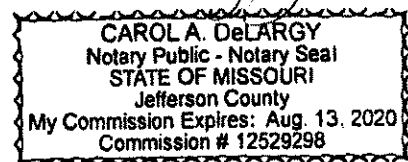
WITNESS my hand and seal this 25th day of November, 2019.

My Commission Expires:

August 13, 2020

Carol A. DeLargy
Notary Public

APPROVAL AND ENDORSEMENT



This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Public Utility
Commission, State of Tennessee, this _____ day of _____, 20____.

Name:
Title:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Gregory L. Stanley, Joel L. Karsten and Theresa A. Hunziker of St. Louis, MO (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of May, 2019.

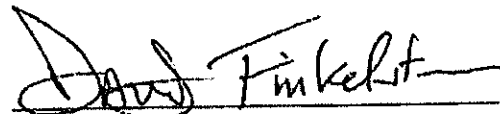
Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary



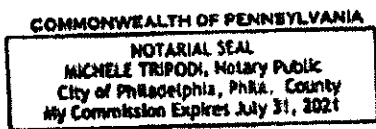


David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



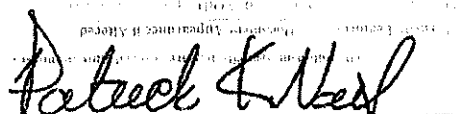


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 29, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of November, 2019.



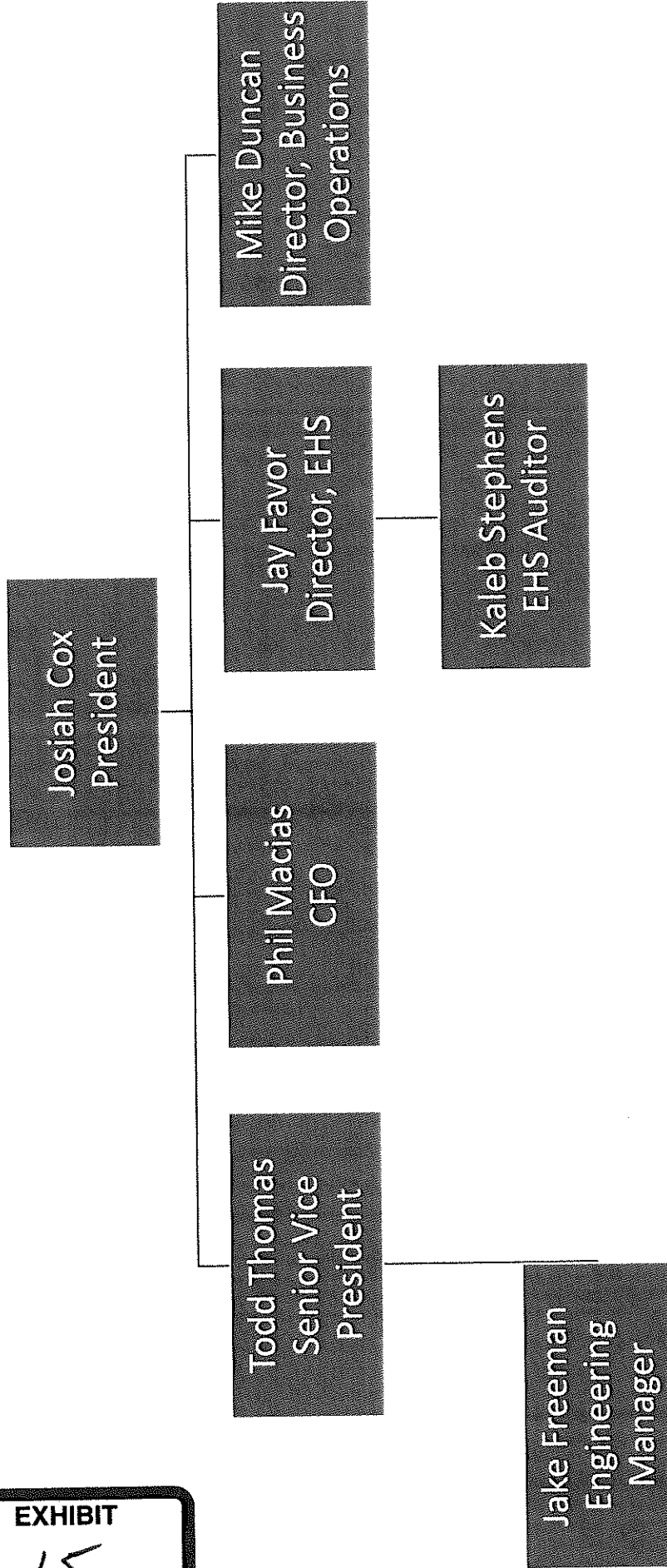
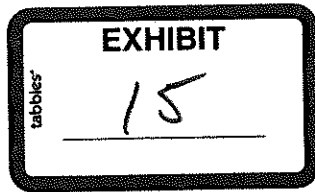
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102







STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

March 8, 2018

Mr. James E. Clausel, President
Aqua Utilities Company, Inc.
e-copy: jamesclausel@yahoo.com
408 Main Street
Savannah, TN 38372

**Re: State Operating Permit No. SOP-92082
Aqua Utilities Company, Inc.
Adamsville, Hardin County, Tennessee**

Dear Mr. Clausel:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed State Operating Permit. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application. Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment. Any petition for permit appeal under this subsection (i) shall be filed with the technical secretary of the Water Resources Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

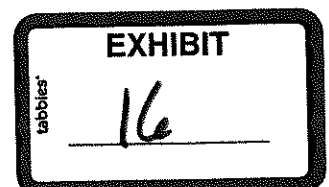
If you have questions, please contact the Jackson Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Allen Rather at (615) 532-5819 or by E-mail at Allen.Rather@tn.gov.

Sincerely,

Brad Harris, P.E.
Manager, Land-Based Systems

Enclosure

cc/ec: Water-based Systems File
Jackson Environmental Field Office
Ms. Michelle Ramsey, Utilities Division, Tennessee Regulatory Authority, michelle.ramsey@tn.gov
Mr. Wilbur Storey, Maintenance, Aqua Utilities Co., Inc., wstorey2@gmail.com



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Permit No. SOP-92082

PERMIT

For the operation of Wastewater Treatment Facilities

In accordance with the provision of Tennessee Code Annotated section 69-3-108 and Regulations promulgated pursuant thereto:

PERMISSION IS HEREBY GRANTED TO

Aqua Utilities Company, Inc.
Adamsville, Hardin County, Tennessee

FOR THE OPERATION OF

Aerated lagoon with spray irrigation system located at latitude 35.093111 and longitude - 88.225361 in Hardin County, Tennessee to serve approximately 49 homes. The design capacity of the system is .01481 MGD. No more than 444,300 gallons per month discharge is allowed.

This permit is issued as a result of the application filed on March 28, 2016, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit shall become effective on: March 12, 2018

This permit shall expire on: March 1, 2023

Issuance date: March 8, 2018



for Tisha Calabrese Benton
Director

A. GENERAL REQUIREMENTS

The treatment system shall be monitored by the permittee as specified below:

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter
<i>E. Coli</i>	Grab	941 colonies/100 ml	N/A	Once /Quarter

No E. Coli monitoring if fields are fenced

* Report average daily flow for each calendar month.

Sampling requirements in the table above apply to effluent being discharged to the drip irrigation plots.

This permit allows the operation of a wastewater collection, treatment, and storage system with disposal of treated wastewater through approved land application areas. There shall be no discharge of wastewater to any surface waters or to any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

The land application component shall be operated and maintained to ensure complete hydraulic infiltration within the soil profile, transmission of the effluent away from the point of application, and full utilization of the soil profile as a portion of the treatment system.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit."

The permittee must disinfect the wastewater in order to meet the above *E. Coli* limit.

All spray nozzles shall be configured to provide optimum utilization of all approved spray fields.

All facilities must maintain a minimum 30 day storage capacity for surface spray irrigation systems.

The site shall be inspected by the certified operator or his/her designee, at a minimum, once per fourteen days (default) OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. The default inspection frequency will apply if an operating and maintenance inspection schedule is not submitted to be a part of the permit administrative file record. The operating and maintenance inspection schedule shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the land application area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

Submission of the schedule, or revisions to the schedule, may be submitted to the division electronically. The schedule shall be submitted on or before the effective date of the permit. The permittee is responsible for maintaining evidence that the schedule, or revisions, have been submitted to the division.

B. MONITORING PROCEDURES

1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s):

Effluent to spray irrigation plots.

2. Test Procedures

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136.

C. DEFINITIONS

The "daily maximum concentration" is a limitation on the average concentration, in milligrams per liter, of the discharge during any calendar day.

The "*monthly average concentration*", other than for *E. coli* bacteria, is the arithmetic mean of all the composite or grab samples collected in a one-calendar month period.

A "grab sample" is a single influent or effluent sample collected at a particular time.

For the purpose of this permit, "*continuous monitoring*" means collection of samples using a probe and a recorder with at least one data point per dosing cycle.

A "quarter" is defined as any one of the following three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, and/or October 1 through December 31.

"Wastewater" for the purpose of this permit means "sewage" as defined in TCA 69-3-103

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly.

Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Monitoring results shall be reported in a format approved by the division. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Resources
Jackson Environmental Field Office
1625 Hollywood Drive
Jackson, TN 38305

The first operation report is due on the 15th of the month following the quarter containing the permit effective date.

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in Rule 0400-40-05-.07(2)(h)2, the results of such monitoring shall be included in the calculation and reporting of the

values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Section 69-3-115 of the Tennessee Water Quality Control Act.

4. Signatory Requirement

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-05-.05(6)(a-c).

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

The permittee is not authorized to discharge after the expiration date of this permit. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information and forms as are required to the Director of Water Resources (the "Director") no later than 180 days prior to the expiration date.

2. Right of Entry

The permittee shall allow the Director, or authorized representatives, upon the notification of permittee and presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and

c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

All reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division of Water Resources.

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

Dilution water shall not be added to comply with effluent requirements.

5. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

6. Severability

The provisions of this permit are severable. If any provision of this permit due to any circumstance, is held invalid, then the application of such provision to other circumstances and to the remainder of this permit shall not be affected thereby.

7. Other Information

If the permittee becomes aware that he failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, then he shall promptly submit such facts or information.

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility.

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in Section 69-3-108 (h) of the Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

3. Change of Ownership

This permit may be transferred to another person by the permittee if:

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

4. Change of Mailing Address

The permittee shall promptly provide to the Director written notice of any change of mailing address. In the absence of such notice the original address of the permittee will be assumed to be correct.

C. NONCOMPLIANCE

1. Effect of Noncompliance

Any permit noncompliance constitutes a violation of applicable State laws and is grounds for enforcement action, permit termination, permit modification, or denial of permit reissuance.

2. Reporting of Noncompliance

a. 24-Hour Reporting

In the case of any noncompliance which could cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the required notice of non-compliance shall be provided to the appropriate Division environmental field office within 24 hours from the time the permittee becomes aware of the circumstances. (The environmental field office should be contacted for names and phone numbers of emergency response personnel.)

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless this requirement is waived by the Director on a case-by-case basis. The permittee shall provide the Director with the following information:

- i. A description of the discharge and cause of noncompliance;
- ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- iii. The steps being taken to reduce, eliminate, and prevent recurrence of the non complying discharge.

b. Scheduled Reporting

For instances of noncompliance which are not reported under subparagraph 2.a. above, the permittee shall report the noncompliance on the Quarterly Operation Report. The report shall contain all information concerning the steps taken, or planned, to reduce, eliminate, and prevent recurrence of the violation and the anticipated time the violation is expected to continue.

3. Overflow

a. "**Overflow**" means the discharge of wastewater from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows.

d. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the

Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

e. In the event that more than 5 overflows have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium or completion of the actions identified in this paragraph, the permittee may request a meeting with the Division of Water Resources EFO staff to petition for a waiver based on mitigating evidence.

4. Upset

a. "*Upset*" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- i. An upset occurred and that the permittee can identify the cause(s) of the upset;
- ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
- iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and
- iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or

additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

- a. **"Bypass"** is the intentional diversion of wastewater away from any portion of a treatment facility.
- b. Bypasses are prohibited, unless:
 - i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii. For anticipated bypass, the permittee submits prior notice, if possible at least ten days before the date of the bypass; or
 - iv. For unanticipated bypass, the permittee submits notice of an unanticipated bypass within 24 hours from the time that the permittee becomes aware of the bypass.
- c. A bypass that does not cause effluent limitations to be exceeded may be allowed only if the bypass is necessary for essential maintenance to assure efficient operation.
- d. "Severe property damage" when used to consider the allowance of a bypass means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

D. LIABILITIES

1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the

permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law.

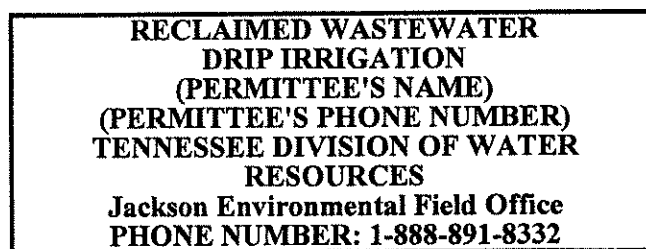
**PART III
OTHER REQUIREMENTS**

A. CERTIFIED OPERATOR

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator and collection system shall be operated under the supervision of a the grade I certified collection system operator in accordance with the Water Environmental Health Act of 1984.

B. PLACEMENT OF SIGNS

The permittee shall place a sign at the entrance to the land application area if fenced or all reasonable approaches to the land application area. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material



C. ADDITION OF WASTE LOADS

The permittee may not add wasteloads to the existing treatment system without the knowledge and approval of the division.

D. SEPTIC (STEP) TANK OPERATION

The proper operation of this treatment system depends, largely, on the efficient use of the septic tank. The solids that accumulate in the tank shall be removed at a frequency that is sufficient to insure that the treatment plant will comply with the discharge requirements of this permit.

E. SEPTAGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of Rule 0400-48-01-.22. If the septage is transported to another POTW for disposal, the permittee shall note the amount of septage wasted in gallons and name of the facility the hauler intends to use for disposal of the septage on the monthly operation report. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

F. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and treatment system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Final SOP's will not be issued without establishing ownership/access rights.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Regulatory Authority), or another public agency.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

June 18, 2019

AQUA UTILITIES CO, INC
Ms. KAREN GODWIN, CONTACT
408 MAIN STREET
SAVANNAH, TN 38372

Re: Certified Operator In Direct Charge - 2019 Notification
PWS-ID: TN0000948 County: Email: kgodwin@godwin-cpa.com

Dear Sirs:

The Water Environmental Health Act requires public water systems to report the name of the person in direct charge of the water treatment plant and the water distribution system to the Board by August 1st each year. Listed below is(are) the name(s) of the operator(s) in direct charge of your water system according to the Division of Water Resources' records.

Treatment Plant Operator Required: NP
Operator Name:
Operator ID:
Operator Holds: NP

Distribution Operator Required: DS1
Operator Name: WILLIAM (CLARK) CULVER
Operator ID: 8826
Operator Holds: DS2

Is the above information correct? ☒ Yes ☐ No If not, please cross out incorrect information and write in the correct information. Use the back if necessary.

Name and signature of person verifying the information above.

KAREN L. Godwin	Karen Godwin	6/20/19
Name (Please Print)	Signature	Date
Kgodwin@godwin-cpa.com	Billing/Clerical	
Email address	Title	

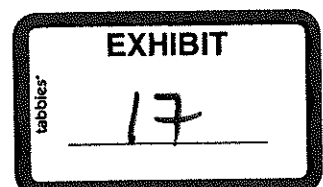
Failure to provide this information is a violation of regulation 0400-49-01-.04(4). Your cooperation in updating this information is appreciated. If you have already submitted this information to the division by letter, we ask your patience and cooperation by returning this completed form with any updates noted.

Please print, make necessary changes, sign, and return to me.

Sincerely,

Leesa B Head

Leesa B. Head
Tennessee Division of Water Resources



Kay Godwin

From: Kay Godwin
Sent: Wednesday, August 31, 2016 10:26 AM
To: 'jeff.bagwell@tn.gov'
Subject: Aqua Utilities Co., Inc. - change in certified operator

Dear Jeff,

This letter is to update your records for Aqua Utilities Co., Inc. Lannie J. Hutton is now the certified operator for Aqua Utilities Co. and does our wastewater testing. His employment began in July of this year. He can be reached at:

Lannie J. Hutton
P.O. Box 178
Adamsville, TN 38310

Phone #: 731-926-6367
His ID # is 3469 BNS CSI

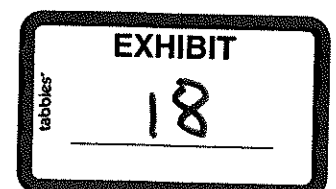
Thank you,
Kay Godwin
Aqua Utilities Co.

CSWR, LLC - Limestone UOC

Chart of Accounts

Account Name

106.000-05-013 - Utility Plant Purchased/Sold (TN, Limestone)
107.001-05-013 - CIP (Plant) (TN, Limestone)
107.002-05-013 - CIP (Engineering) (TN, Limestone)
107.003-05-013 - CIP (Legal) (TN, Limestone)
107.004-05-013 - CIP (Startup) (TN, Limestone)
107.005-05-013 - CIP (Debt Carry) (TN, Limestone)
108.000-05-013 - AccumDepre Plant in Service (TN, Limestone)
108.100-05-013 - Accum Deprec Salvage Reserve (TN, Limestone)
108.300-05-013 - Accum Amort Plant in Service (TN, Limestone)
114.000-05-013 - Utility Plant Acq Adj (TN, Limestone)
123.000-05-013 - Investment in Associated Companies (TN, Limestone)
131.100-05-013 - Cash Operating (TN, Limestone)
131.200-05-013 - Cash Receipts (TN, Limestone)
141.000-05-013 - Customer AR (TN, Limestone)
143.000-05-013 - AR Other (TN, Limestone)
144.000-05-013 - Accum Prov for Uncoll Accts (TN, Limestone)
145.000-05-013 - N/R from Assoc Companies (TN, Limestone)
146.000-05-013 - A/R from Assoc Companies (TN, Limestone)
166.000-05-013 - Prepayments (TN, Limestone)
181.000-05-013 - Unamortized Debt Disc/Exp (TN, Limestone)
183.000-05-013 - Preliminary Survey and Investigation Charges (TN, Limestone)
183.001-05-013 - PSI - Engineering (TN, Limestone)
183.002-05-013 - PSI - Legal (TN, Limestone)
186.000-05-013 - Misc Deferred Debits (TN, Limestone)
201.000-05-013 - Common Stock Issued (TN, Limestone)
204.000-05-013 - Preferred Stock Issued (TN, Limestone)
211.000-05-013 - APIC (TN, Limestone)
215.000-05-013 - Retained Earnings (TN, Limestone)
216.000-05-013 - Unappropriated Retained Earnings (TN, Limestone)
218.000-05-013 - Capital (TN, Limestone)
221.000-05-013 - Bonds (TN, Limestone)
224.000-05-013 - LT Debt (Other) (TN, Limestone)
231.000-05-013 - Notes Payable (TN, Limestone)
232.000-05-013 - Accounts Payable (TN, Limestone)
233.000-05-013 - Notes Payable Associated Companies (TN, Limestone)
235.000-05-013 -Customer Deposits (TN, Limestone)
236.000-05-013 - Taxes Payable (TN, Limestone)
242.000-05-013 - Misc Current & Accrued Liab (TN, Limestone)
242.001-05-013 - LT Debt (Current Portion) (TN, Limestone)
265.000-05-013 - Misc Operating Reserves (TN, Limestone)
271.000-05-013 - CIAC (TN, Limestone)
272.000-05-013 - CIAC Accum Amort (TN, Limestone)
283.000-05-013 - Accumulated Deferred Income Taxes (TN, Limestone)



304.000-05-013 - Structures & Improvements (TN, Limestone)
305.000-05-013 - Collecting & Impound Reservoirs (TN, Limestone)
306.000-05-013 - Lake, River & Other Intakes (TN, Limestone)
307.000-05-013 - Wells and Springs (TN, Limestone)
308.000-05-013 - Infiltration Galleries & Tunnels (TN, Limestone)
309.000-05-013 - Supply Mains (TN, Limestone)
310.000-05-013 - Power Generating Equipment (TN, Limestone)
311.000-05-013 - Pumping Equipment (TN, Limestone)
320.000-05-013 - Water Treatment Equipment (TN, Limestone)
330.000-05-013 - Distb'n Reservoirs & Standpipes (TN, Limestone)
331.000-05-013 - Transmission & Distbution Mains (TN, Limestone)
333.000-05-013 - Services (TN, Limestone)
334.000-05-013 - Meter & Meter Installations (TN, Limestone)
335.000-05-013 - Hydrants (TN, Limestone)
339.000-05-013 - Other Plant & Misc. Equipment (TN, Limestone)
340.000-05-013 - Office Furniture & Equipment (TN, Limestone)
341.000-05-013 - Transportation Equipment (TN, Limestone)
342.000-05-013 - Stores Equipment (TN, Limestone)
343.000-05-013 - Tools, Shop & Garage Equipment (TN, Limestone)
344.000-05-013 - Laboratory Equipment (TN, Limestone)
345.000-05-013 - Power Operated Equipment (TN, Limestone)
346.000-05-013 - Communication Equipment (TN, Limestone)
347.000-05-013 - Miscellaneous Equipment (TN, Limestone)
348.000-05-013 - Other Tangible Plant (TN, Limestone)
351.000-05-013 -Organization (TN, Limestone)
352.000-05-013 - Franchises (TN, Limestone)
353.000-05-013 - Land & Land Rights (TN, Limestone)
354.000-05-013 - Structures & Improvements (TN, Limestone)
360.000-05-013 - Collection Sewers-Force (TN, Limestone)
361.000-05-013 -Collection Sewers-Gravity (TN, Limestone)
362.000-05-013 -Special Collection Structures (TN, Limestone)
363.000-05-013 -Services to Customers (TN, Limestone)
364.000-05-013 - Flow Measuring Devices (TN, Limestone)
365.000-05-013 - Flow Measuring Installations (TN, Limestone)
370.000-05-013 - Receiving Wells (TN, Limestone)
371.000-05-013 - Puming Equipment (TN, Limestone)
380.000-05-013 - Treatment & Disposal Equipment (TN, Limestone)
381.000-05-013 - Plant Sewers (TN, Limestone)
382.000-05-013 - Outfall Sewer Lines (TN, Limestone)
389.000-05-013 - Other Plant & Miscellaneous Equipment (TN, Limestone)
390.000-05-013 -Office Furniture & Equipment (TN, Limestone)
391.000-05-013 - Transportation Equipment (TN, Limestone)
392.000-05-013 - Stores Equipment (TN, Limestone)
393.000-05-013 - Tools, Shop & Garage Equipment (TN, Limestone)
394.000-05-013 - Laboratory Equipment (TN, Limestone)
395.000-05-013 - Power Operated Equipment (TN, Limestone)
396.000-05-013 - Communication Equipment (TN, Limestone)

397.000-05-013 - Miscellaneous Equipment (TN, Limestone)
398.000-05-013 - Other Tangible Plant (TN, Limestone)
403.000-05-013 - Depreciation Expense (TN, Limestone)
403.100-05-013 - Depreciation Expense CIAC (TN, Limestone)
403.200-05-013 - Depreciation Expense Salvage Reserve (TN, Limestone)
405.000-05-013 - Amortization Expense (TN, Limestone)
408.100-05-013 - Taxes (Other) (TN, Limestone)
408.120-05-013 - Taxes SS & Med (TN, Limestone)
408.140-05-013 - Taxes Unemployment (TN, Limestone)
408.160-05-013 - Taxes Property (TN, Limestone)
409.000-05-013 - Taxes Income (TN, Limestone)
410.000-05-013 - Provision for Deferred Income Tax (TN, Limestone)
414.000-05-013 - Gains(Losses) on Disposal of Utility Property (TN, Limestone)
420.000-05-013 - AFUDC (TN, Limestone)
426.000-05-013 - Miscellaneous Income Deductions (TN, Limestone)
427.000-05-013 - Interest Long (TN, Limestone)
428.000-05-013 - Amortization of Debt Discount & Expense (TN, Limestone)
433.000-05-013 - Extraordinary Income (TN, Limestone)
434.000-05-013 - Extraordinary Expense (TN, Limestone)
461.100-05-013 - Water Revenue Residential (TN, Limestone)
461.200-05-013 - Water Revenue Commercial (TN, Limestone)
461.300-05-013 - Water Revenue Industrial (TN, Limestone)
461.400-05-013 - Water Revenue Multi-Family (TN, Limestone)
470.000-05-013 - Late Fees Water (TN, Limestone)
471.000-05-013 - Miscellaneous Service Revenues (TN, Limestone)
471.100-05-013 - Tap Fees (TN, Limestone)
521.100-05-013 - Sewer Revenue Residential (TN, Limestone)
521.200-05-013 - Sewer Revenue Commercial (TN, Limestone)
521.300-05-013 - Sewer Revenue Industrial (TN, Limestone)
521.400-05-013 - Sewer Revenue Multi-Family (TN, Limestone)
532.000-05-013 - Late Fees Sewer (TN, Limestone)
536.000-05-013 - Miscellaneous Service Revenues (TN, Limestone)
536.100-05-013 - Tap Fees (TN, Limestone)
600.000-05-013 - Operation Supervision and Engineering (TN, Limestone)
601.000-05-013 - Salaries & Wagers - Employees (TN, Limestone)
603.000-05-013 - Miscellaneous (TN, Limestone)
603.000-05-013 - Salaries & Wagers - Officers, Directors & Stockholders (TN, Limestone)
604.000-05-013 - Employee Pension & Benefits (TN, Limestone)
610.000-05-013 - Purchased Water (TN, Limestone)
611.000-05-013 - Maintenance S&I (TN, Limestone)
612.000-05-013 - Maintenance Collecting and Impounding Reservoirs (TN, Limestone)
613.000-05-013 - Maintenance Lake, River and Other Intakes (TN, Limestone)
614.000-05-013 - Maintenance Wells and Springs (TN, Limestone)
615.000-05-013 - Purchased Power (TN, Limestone)
616.000-05-013 - Fuel for Power PRoduction (TN, Limestone)
618.000-05-013 - Chemicals (TN, Limestone)
620.000-05-013 - Materials & Supplies (TN, Limestone)

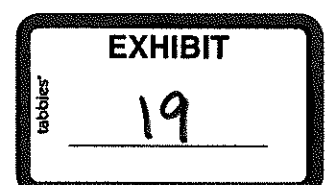
621.000-05-013 - Fuel for Power Production (TN, Limestone)
622.000-05-013 - Power Production Labor and Expense (TN, Limestone)
623.000-05-013 - Fuel/Power Purchased for Pump (TN, Limestone)
624.000-05-013 - Pumping Labor and Expense (TN, Limestone)
626.000-05-013 - Miscellaneous Expenses Water Pumping (TN, Limestone)
630.000-05-013 - Contractual Services (TN, Limestone)
631.000-05-013 - Maintenance S&I (TN, Limestone)
632.000-05-013 - Maintenance Power Production Equipment (TN, Limestone)
633.000-05-013 - Maintenance Pumping Equipment (TN, Limestone)
640.000-05-013 - Rents (TN, Limestone)
641.000-05-013 - Chemicals (TN, Limestone)
642.000-05-013 - Operation Labor and Expense (TN, Limestone)
643.000-05-013 - Miscellaneous Expenses Wtr Trtm (TN, Limestone)
650.000-05-013 - Transportation Expense (TN, Limestone)
652.000-05-013 - Maintenance Equipment (TN, Limestone)
655.000-05-013 - Insurance Expense (TN, Limestone)
660.000-05-013 - Operation Supervision and Engineering (TN, Limestone)
661.000-05-013 - Storage Facilities Expense (TN, Limestone)
662.000-05-013 - Transm and Distr Lines Expenses (TN, Limestone)
663.000-05-013 - Meter Expenses (TN, Limestone)
664.000-05-013 - Customer Installations Expenses (TN, Limestone)
665.000-05-013 - Regulatory Commission Expense (TN, Limestone)
670.000-05-013 - Bad Debt Expense (TN, Limestone)
671.000-05-013 - Maintenance Stuctures and Improvements (TN, Limestone)
672.000-05-013 - Miscellaneous Expense (TN, Limestone)
673.000-05-013 - Maintenance Transmission & Distrtution Mains (TN, Limestone)
674.000-05-013 - Maintenance Fire Mains (TN, Limestone)
675.000-05-013 - Maintenance Services (TN, Limestone)
676.000-05-013 - Maintenance Meters (TN, Limestone)
677.000-05-013 - Maintenance Hydrants (TN, Limestone)
678.000-05-013 - Maintenance Miscellaneous Plant (TN, Limestone)
700.000-05-013 - Collection Supervision and Engineering (TN, Limestone)
701.000-05-013 - Salaries & Wages - Employees (TN, Limestone)
702.000-05-013 - Services to Customers (TN, Limestone)
703.000-05-013 - Salaries & Wages - Officers, Directors & Stockholders (TN, Limestone)
704.000-05-013 - Employee Pensions & Benefits (TN, Limestone)
710.000-05-013 - Sludge Removal Expense (TN, Limestone)
711.000-05-013 - Maintenance Collection Structures and Improvements (TN, Limestone)
712.000-05-013 - Maintenance Collection Sewers (TN, Limestone)
713.000-05-013 - Maintenance Services to Cust (TN, Limestone)
714.000-05-013 - Maintenance Flow Measuring Devicies (TN, Limestone)
715.000-05-013 - Purchased Power (TN, Limestone)
716.000-05-013 - Fuel for Power Production (TN, Limestone)
720.000-05-013 - Materials & Supplies (TN, Limestone)
721.000-05-013 - Fuel and Power Purchased for Pumping (TN, Limestone)
722.000-05-013 - Pumping Labor & Expenses (TN, Limestone)
724.000-05-013 - Miscellaneous Expenses (TN, Limestone)

730.000-05-013 - Contractual Services (TN, Limestone)
731.000-05-013 - Maintenance Pumping Structures and Improvements (TN, Limestone)
732.000-05-013 - Maintenance Sewer Pump Equip (TN, Limestone)
740.000-05-013 - Rents (TN, Limestone)
741.000-05-013 - Sewer Treatment Chemicals (TN, Limestone)
742.000-05-013 - Treatment Labor & Expense (TN, Limestone)
743.000-05-013 - Fuel & Power Sewage T&P (TN, Limestone)
744.000-05-013 - Miscellaneous Expense (TN, Limestone)
750.000-05-013 - Transportation Expense (TN, Limestone)
751.000-05-013 - Maintenance T&D Structures & Improvements (TN, Limestone)
752.000-05-013 - Maintenance T&D Plant (TN, Limestone)
753.000-05-013 - Maintenance T&D Other (TN, Limestone)
755.000-05-013 - Insurance Expense (TN, Limestone)
765.000-05-013 - Regulatory Commission Expense (TN, Limestone)
770.000-05-013 - Bad Debt Expense (TN, Limestone)
775.000-05-013 - Miscellaneous Expense (TN, Limestone)
903.100-05-013 - Cust Record Collect (Billing) (TN, Limestone)
903.200-05-013 - Cust Record Collect (Postage) (TN, Limestone)
903.280-05-013 - Cust Record Collect (Bank Fees) (TN, Limestone)
904.000-05-013 - Uncollectible Accounts (TN, Limestone)
905.000-05-013 - Miscellaneous Customer Accounts Expense (TN, Limestone)
907.000-05-013 - Cust Service & Inform Ex (TN, Limestone)
920.000-05-013 - Salaries Admin & General (TN, Limestone)
921.000-05-013 - Office Supp Exp (TN, Limestone)
921.110-05-013 - Office Supp Exp (Meals, Travel) (TN, Limestone)
921.500-05-013 - Office Supp Ex (Communication) (TN, Limestone)
921.800-05-013 - Office Supplies Expense (TN, Limestone)
922.000-05-013 - Administrative Expenses Transferred (TN, Limestone)
923.100-05-013 - Outside Services (Bank Fees) (TN, Limestone)
923.300-05-013 - OutsideService (Eng Consult) (TN, Limestone)
923.400-05-013 - OutsideService (Legal Fees) (TN, Limestone)
923.500-05-013 - OutsideService (Audit/Accounting) (TN, Limestone)
923.600-05-013 - OutsideService (Manage Consult) (TN, Limestone)
923.800-05-013 - Outside Services (Payroll Fees) (TN, Limestone)
923.900-05-013 - Outside Services (IT) (TN, Limestone)
924.000-05-013 - Property Insurance (TN, Limestone)
924.200-05-013 - Property Insurance Environmental (TN, Limestone)
924.300-05-013 - Property Insurance Worker's Comp (TN, Limestone)
924.400-05-013 - Property Insurance Commercial (TN, Limestone)
926.100-05-013 - EE Benefits Keyman (TN, Limestone)
926.200-05-013 - EE Benefits Healthcare (TN, Limestone)
926.300-05-013 - EE Benefits Retirement (TN, Limestone)
926.400-05-013 - EE Benefits Life/STD/LTD/ADD (TN, Limestone)
928.100-05-013 - Regulatory Expense DNR (TN, Limestone)
928.200-05-013 - Regulatory Expense PSC (TN, Limestone)
928.400-05-013 - Regulatory Expense Business License (TN, Limestone)
930.200-05-013 - Misc General Expense (TN, Limestone)

931.000-05-013 - Rents Admin & General (TN, Limestone)

Limestone Water Utility Operating Company
Aqua Utilities System

GL Account	Account Name	Balance
304.000	Structures & Improvements	1,237,397.00
305.000	Collecting & Impound Reservoirs	0.00
306.000	Lake, River & Other Intakes	0.00
307.000	Wells and Springs	0.00
308.000	Infiltration Galleries & Tunnels	0.00
309.000	Supply Mains	0.00
310.000	Power Generating Equipment	0.00
311.000	Pumping Equipment	0.00
320.000	Water Treatment Equipment	0.00
330.000	Distb'n Reservoirs & Standpipes	0.00
331.000	Transmission & Distbution Mains	0.00
333.000	Services	0.00
334.000	Meter & Meter Installations	0.00
335.000	Hydrants	0.00
339.000	Other Plant & Misc. Equipment	0.00
340.000	Office Furniture & Equipment	0.00
341.000	Transportation Equipment	0.00
342.000	Stores Equipment	0.00
343.000	Tools, Shop & Garage Equipment	0.00
344.000	Laboratory Equipment	0.00
345.000	Power Operated Equipment	0.00
346.000	Communication Equipment	0.00
347.000	Miscellaneous Equipment	5,966.00
348.000	Other Tangible Plant	0.00
351.000	Organization	0.00
352.000	Franchises	0.00
353.000	Land & Land Rights	0.00
354.000	Structures & Improvements	1,414,136.00
360.000	Collection Sewers-Force	0.00
361.000	Collection Sewers-Gravity	0.00
362.000	Special Collecting Structures	0.00
363.000	Services to Customers	0.00
364.000	Flow Measuring Devices	0.00
365.000	Flow Measuring Installations	0.00
370.000	Receiving Wells	0.00
371.000	Pumping Equipment	196,174.00
380.000	Treatment & Disposal Equipment	4,228.00
381.000	Plant Sewers	0.00
382.000	Outfall Sewer Lines	0.00
389.000	Other Plant & Miscellaneous Equipn	0.00
390.000	Office Furniture & Equipment	0.00
391.000	Transportation Equipment	0.00
392.000	Stores Equipment	0.00



393.000 Tools, Shop & Garage Equipment	0.00
394.000 Laboratory Equipment	0.00
395.000 Power Operated Equipment	0.00
396.000 Communication Equipment	0.00
397.000 Miscellaneous Equipment	0.00
398.000 Other Tangible Plant	0.00
	1,614,538.00

** Amounts taken from Aqua Utilities Inc. 2017 annual report*