

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE: APPLICATION OF 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. 21-00055
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**RESPONSE OF LIMESTONE WATER UTILITY OPERATING COMPANY,
LLC, TO THE CONSUMER ADVOCATE MFR LETTER**

COMES NOW Limestone Water Utility Operating Company, LLC (Limestone), and, in response to the letter concerning minimum filing requirements provided by the Consumer Advocate on August 17, 2021 (MFR Letter), states as follows to the Tennessee Public Utility Commission (TPUC):

Attachment A

As to the items set out on Attachment A to the MFR Letter, and for which the Consumer Advocate seeks information or clarification, Limestone responds as follows:

Rule 1220-04-13-.17(2)(a) General Information

1. Rule 1220-04-13-.17(2)(a)7(i-v). The map provided is not legible. Please provide a legible copy of this map. Additionally, Limestone states that "[m]aps depicting the area served by Shiloh Falls are on file with the Commission, and those maps are incorporated into the Application by reference." This response is insufficient because without such information the Consumer Advocate cannot make a request "with specificity" to TPUC for such information. Please provide either specific locations of maps in TPUC records or provide maps that meet the requirements set forth in Tenn. Comp. R. & Regs. 1220-04- 13-.17(2)(a)7(i)-(v).

RESPONSE: Concurrent with the filing of this document, Limestone has provided the Consumer Advocate with an original pdf file containing the referenced map that should provide better visibility.

Rule 1220-04-13-.17(2)(b) Property Rights

1. Rule 1220-04-13-.17(2)(b)3. Based upon the language contained within Confidential Exhibit 11 to the Petition, it is the Consumer Advocate's understanding that "a portion of the real property that comprises the System is held by the stockholders of Seller, The Shackelford Company and/or The SPD Company, LLC/Shackelford Development Corporation Joint Venture, and they will have said real property conveyed to Seller prior to the actual closing." If known, please specify when the said conveyance to Shiloh Falls will occur and indicate whether this transaction will be documented through a filing in the Docket.

RESPONSE: Per discussions with Shiloh Falls representatives, the transfer can take place at any time as may be required by the buyer. Limestone understands the seller is open to making an appropriate filing in this Docket once this transaction has completed.

Rule 1220-04-13-.17(2)(c) Sufficient Managerial Ability

1. Rule 1220-04-13-.17(2)(c)3. The Consumer Advocate could not locate "copies of all contracts related to any pending merger or acquisition of" Limestone or Limestone's corporate parent or affiliate. Please provide the required information.

RESPONSE: Attached as **Appendix A** is a copy of the Agreement and Plan of Merger concerning Limestone's Missouri affiliates. There are no other pending mergers or acquisitions.

Rule 1220-04-13-.17(2)(d) Sufficient Technical Ability

1. Rule 1220-04-13-.17(2)(d)1. Please provide a copy of the State Operating Permit (SOP) issued by the Tennessee Department of Environment and Conservation (TDEC) when the SOP is transferred to Limestone.

RESPONSE: Limestone will provide a copy of its SOP for the relevant properties, when the SOP is transferred to Limestone.

2. *Rule 1220-04-13-.17(2)(d)4.* Limestone states that "Shiloh Falls and Limestone currently have no complaints or notices of violation or administrative action issued by any federal, state, or local regulatory agency."
3 The Consumer Advocate located, however, a recent Notice of Violation (NOV) issued by the TDEC to Shiloh Falls on May 28, 2021, which listed several deficiencies and a permit violation. Please provide clarification if Limestone is now aware of Shiloh Falls' current deficiencies and permit violation and also provide a list of any other complaint(s), notices of violation or administrative action filed with or issued by TDEC or any other regulatory agency.

RESPONSE: Limestone is now aware of the NOV that was issued after the filing of the acquisition application. Upon further diligence with the owner of Shiloh Falls, Limestone is also now aware of case number 02-0599, which was dated October 2, 2002. Said Order was the result of multiple violations on the part of the operator, Tommy Foshee. Both buyer and seller are working with the TDEC to resolve all issues in a mutually satisfactory manner.

Rule 1220-04-13-.17(2)(e) Sufficient Financial Ability

1. *Rule 1220-04-13-.17(2)(e)2.* The rule requires the wastewater utility to provide " Pro forma income statements ... for the first three (3) years of operations... In the calculations of utility revenues show the number of consumers and the rates used in the calculations. Show operation and maintenance expenses by account number and provide the basis and/or assumptions used to arrive at these amounts." The Consumer Advocate located only two years of Pro form income statements. Please provide the outstanding information.

RESPONSE: Please see the attached Pro Forma financials (**Confidential Appendix B**) representing both a standalone view of Shiloh Falls, and a view that consolidated Limestone with Shiloh Falls along with a chart showing relevant operation and maintenance expense by account number (**Appendix C**).

2. *Rule 1220-04-13-.17(2)(e)5.* Limestone states that it will be using depreciation rates last approved by the Commission for Shiloh Falls, but does not clarify what those depreciation rates are or what docket those depreciation rates were approved. Per the rules, please provide the required " depreciation rates [Limestone] intends to use for each plant account that will be on the wastewater utility's books. Include the estimated useful life of each

account. If no depreciation study has been performed, explain the basis for these rates."

RESPONSE: Per the current owner of Shiloh Falls, "under the TRA depreciation rules, everything to do with the plant is depreciated over 30 years. Everything to do with the spray field is depreciated over 25 years. For tax purposes, all assets are depreciated for 25 years." Limestone has attached the depreciation rates it proposes to use post-closing (**Appendix D**), which are consistent with the depreciation rates utilized by CSWR-affiliated companies in other jurisdictions.

3. *Rule 1220-04-13-.17(2)(e)8.* The Consumer Advocate could not locate Limestone's proposed tariff to be used if the Commission approves the requested acquisition. Limestone stated that it "proposes to adopt the tariff, including approved rates, currently in effect and on file with the Commission for Shiloh Falls. The tariff is incorporated by reference." It is the position of the Consumer Advocate that Limestone's reference to a tariff located in an undisclosed TPUC file is insufficient to comply with this rule requirement. Please file the tariff in this Docket.

RESPONSE: Attached as **Appendix E** is a copy of the Shiloh Falls tariff.

4. *Rule 1220-04-13-.17(2)(e)13.* This rule requires a demonstration of compliance with the financial security requirements set forth in Rule 1220-04-13-.07(2)(b), which states that:

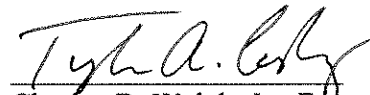
On or before July 1 of each year, any public wastewater utility holding a CCN and providing service shall file proof with the Commission of a security in the amount of fifty percent (50%) of annual wastewater revenues in the most recent annual or \$20,000, whichever is greater. The minimum financial security amount is \$20,000.

Limestone's filing shows a financial security of \$20,000.00.⁸ Please confirm whether this amount was filed due to a lack of a full year of revenue for Limestone.

RESPONSE: Presumably, Shiloh Falls Surety Bond remains in place currently to provide protection as to the subject assets. As an applicant seeking authority to obtain an existing CCN (or, in the alternative, obtain a new CCN), Limestone believes the Commission's rule

only requires a \$20,000 bond at this point. If the Commission grants Limestone's application, a bond complying with Rule 1220-04-13-.17(2)(e)13 will be obtained post-closing. However, attached as **Appendix F** for further information is a copy of the Surety Bond filed on or before July 1, 2021, by Limestone as a public wastewater utility holding a CCN in the amount of \$127,116.00.

Respectfully submitted,



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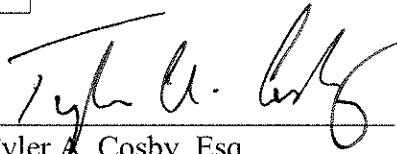
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*Attorneys for Applicant Limestone Water
Utility Operating Company, LLC*

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 4th day of September, 2021.

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


Tyler A. Cosby, Esq.

AGREEMENT AND PLAN OF MERGER

Pursuant to the provisions of Section 351.410 of the Missouri Revised Statutes, the undersigned entities certify the following:

- (1) The name, state or country of organization and nature or type of each constituent entity proposing to merge are:

ELM HILLS UTILITY OPERATING COMPANY, INC., a Missouri corporation;
 HILLCREST UTILITY OPERATING COMPANY, INC., a Missouri corporation;
 INDIAN HILLS UTILITY OPERATING COMPANY, INC., a Missouri corporation;
 OSAGE UTILITY OPERATING COMPANY, INC., a Missouri corporation;
 RACCOON CREEK UTILITY OPERATING COMPANY, INC., a Missouri corporation; and
 CONFLUENCE RIVERS UTILITY OPERATING COMPANY, INC., a Missouri corporation (the "Surviving Entity").

- (2) The terms and conditions of the merger are as follows:

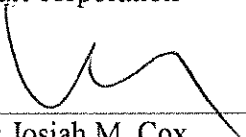
The effective date of the merger will be the date upon which the Missouri Secretary of State files the Articles of Merger. Upon the effective date of the merger, the merger shall have the effects specified in Section 351.447 of the Missouri Revised Statutes and this Agreement, including but not limited to: the separate existence of the Merging Entities will cease; title to all real estate and other property owned by the Merging Entities will be vested in the Surviving Entity without reversion or impairment; and the Surviving Entity will assume all liabilities of the Merging Entities. Any proceeding pending by or against the Surviving Entity may be continued as if such merger did not occur.

- (3) The interests in the Merging Entities shall be converted or exchanged into interests, cash, obligations or other property and upon the effective date of the merger become interests, cash, obligations or other property in the Surviving Entity. The former holder of such interests, cash, obligations or other property shall be entitled only to the rights provided in this agreement or the rights otherwise provided by law.
- (4) The Articles of Incorporation of the Surviving Entity filed with the Missouri Secretary of State on August 11, 2016, as amended on November 21, 2016, shall not be further amended and shall remain in full force and effect upon the effective date of the merger.

In affirmation of the truth and correctness of the facts stated above, the above-mentioned Surviving Entity and Merging Entities have executed this Agreement of Merger as of this ____ day of April 28, 2021.


SURVIVING ENTITY

CONFLUENCE RIVERS UTILITY
OPERATING COMPANY, INC., a
Missouri corporation

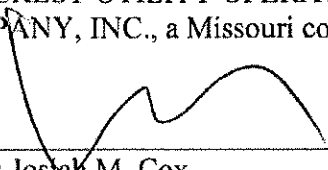
By 
Name: Josiah M. Cox
Title: President

MERGING ENTITIES

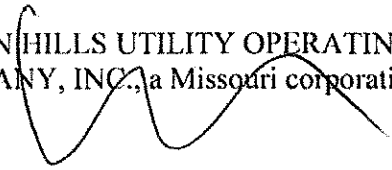
ELM HILLS UTILITY OPERATING
COMPANY, INC., a Missouri corporation

By 
Name: Josiah M. Cox
Title: President

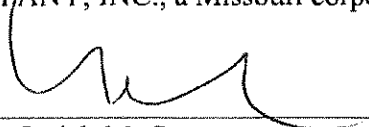
HILLCREST UTILITY OPERATING
COMPANY, INC., a Missouri corporation

By 
Name: Josiah M. Cox
Title: President

INDIAN HILLS UTILITY OPERATING
COMPANY, INC., a Missouri corporation

By 
Name: Josiah M. Cox
Title: President

OSAGE UTILITY OPERATING
COMPANY, INC., a Missouri corporation

By 
Name: Josiah M. Cox
Title: President

RACCOON CREEK UTILITY
OPERATING COMPANY, INC., a
Missouri corporation

By 

Name: Josiah M. Cox

Title: President

EXHIBIT 1
ARTICLES OF MERGER CONSTITUENT ENTITIES

1. The constituent corporations are:

Confluence Rivers Utility Operating Company, Inc., Charter No. 001369511 of Missouri;
Elm Hills Utility Operating Company, Inc., Charter No. 001368460 of Missouri;
Hillcrest Utility Operating Company, Inc., Charter No. 01378396 of Missouri;
Indian Hills Utility Operating Company, Inc., Charter No. 001366614 of Missouri;
Osage Utility Operating Company, Inc., Charter No. 001375522 of Missouri; and
Raccoon Creek Utility Operating Company, Inc., Charter No. 01378395 of Missouri.

APPENDIX C

Operating Expense Description	Sewer Account Detail	Water Account Detail
Outside labor expenses (non-employees)	730.100	630.100
Administrative and office expense		
Billing Expense	903.100	903.100
Banking Expense	903.280	903.280
Administrative Overhead	922.000	922.000
Maintenance and repair expense	730.300	630.300
Electric power expense (exclude office)	715.000	615.000
Chemicals expense	718.000	618.000
Other operating expense	775.000	672.000
Annual Depreciation Expense	403.000	403.000
Interest Expense	755.000	655.000

Asset Type	Depreciation - Years
301.000 Organization - Water	0 years 0 months
302.000 Franchises - Water	10 years 0 months
303.000 - Land and Land Rights - Water	0 years 0 months
304.000 Structures and Improvements - Water	40 years 0 months
305.000 Collecting and Impounding Reservoirs - Water	10 years 0 months
306.000 Lake, River and Other Intakes - Water	50 years 0 months
307.000 Wells and Springs - Water	50 years 0 months
308.000 Infiltration Galleries and Tunnels - Water	30 years 0 months
309.000 Supply Mains - Water	50 years 0 months
310.000 Power Generation Equipment - Water	10 years 0 months
311.000 Pumping Equipment - Water	10 years 0 months
320.000 Water Treatment Equipment - Water	10 years 0 months
330.000 Distribution Reservoirs and Standpipes - Water	40 years 0 months
331.000 Transmission and Distribution Mains - Water	40 years 0 months
333.000 Services - Water	40 years 0 months
334.000 Meters and Meter Installation - Water	10 years 0 months
335.000 Hydrants - Water	50 years 0 months
336.000 Backflow Prevention Devices - Water	10 years 0 months
339.000 Other Plant and Miscellaneous Equipment - Water	10 years 0 months
340.000 Office Furniture and Equipment	10 years 0 months
341.000 Transportation Equipment - Water	40 years 0 months
342.000 Stores Equipment - Water	40 years 0 months
343.000 Tools, Shop and Garage Equipment - Water	50 years 0 months
344.000 Laboratory Equipment - Water	20 years 0 months
345.000 Power Operated Equipment - Water	40 years 0 months
346.000 Communication Equipment - Water	10 years 0 months
347.000 Miscellaneous Equipment - Water	50 years 0 months
348.000 Other Tangible Plant - Water	50 years 0 months
349.000 Other Transmission & Distribution Plant	10 years 0 months
351.000 - Organization	0 years 0 months
353.000 Land & Land Rights	0 years 0 months
354.000 Structures & Improvements	40 years 0 months
360.000 Collection Sewere - Force	50 years 0 months
361.000 Collection Sewers (Gravity)	50 years 0 months
371.000 Pumping Equipment	10 years 0 months
380.000 Treatment & Disposal Equipment	20 years 0 months
381.000 Plant Sewers	40 years 0 months
382.000 Outfall Sewer Lines	50 years 0 months
390.000 Office Furniture & Equipment	20 years 0 months
391.000 Transportation Equipment	7 years 0 months
393.000 Tools, Shop & Garage Equipment	20 years 0 months
395.000 Power Operated Equipment	15 years 0 months
396.000 Communication Equipment	15 years 0 months
397.000 Misc Equipment	50 years 0 months

SHILOH FALLS UTILITIES, INC.
450 Church Street
P. O. Box 1027
Savannah, Tennessee 38372
(731) 925-8088

TRA Tariff No. 1
1st Revised Page 1
Cancels Original Page 1

Issue Date: April 20, 2007
By: Lisa S. Thomas, President

Effective Date: May 20, 2007

TARIFF OF

SHILOH FALLS UTILITIES, INC.

CONSISTING OF

SCHEDULE OF RATES, TERMS AND CONDITIONS

FOR

SANITARY SEWER SERVICE

APPLYING TO

SHILOH FALLS UTILITIES, INC.
COUNCE, TENNESSEE

NO MODIFICATION OF THESE SCHEDULES SHALL BE
MADE EXCEPT FOR THE PURPOSE OF CANCELING OR
SUPERSEDING PREVIOUSLY ISSUED SCHEDULES

SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

Original -i-

ISSUED: April 20, 2007

Effective: May 20, 2007

By: Lisa S. Thomas, President

CHECK SHEET

The pages of this tariff are effective as of the date shown at the top of the respective pages. Original and revised pages as shown named below comprise all changes from the original tariff and are currently effective as of the date shown on the top of this page.

Title Page	1st Revised
-i-	Original
-ii-	Original
2	1st Revised
3	1st Revised
4	1st Revised
5	1st Revised
6	2nd Revised
7	1st Revised
8	2nd Revised

ISSUED: April 20, 2007
By: Lisa S. Thomas, President

Effective: May 20, 2007

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SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

Original Page 1a

ISSUED: April 20, 2007

Effective: May 20, 2007

By: Lisa S. Thomas, President

TITLE PAGE

EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- | | |
|-----|---|
| (C) | To signify changed regulation |
| (D) | To signify discontinued rate, regulation or text |
| (I) | To signify increase |
| (M) | To signify a move from one page to another with no change
to text, regulation or Tariff |
| (N) | To signify new rate, regulation or text |
| (R) | To signify reduction |
| (S) | To signify matter already appearing in another part of the
tariff and repeated for clarification |
| (T) | To signify a change in text but no change in rate or
regulation |
| (V) | To signify vintaged tariff |

SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

(T)

1st Revised Page 2

(T)

Cancels Original Page 2

(T)

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

RULES AND REGULATIONS

Governing the Sewerage and Sewage Treatment System of

SHILOH FALLS UTILITIES, INC.

STATEMENT OF PURPOSE

The general purposes of these rules and regulations are:

1. To establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of the SHILOH FALLS UTILITIES, INC.
2. To provide standards and procedures for:
 - a. Acceptable sewage characteristics
 - b. Excessive sewage volume
 - c. Engineering design standards
 - d. Construction and inspection requirements
 - e. Quality of materials

DEFINITION OF TERMS

1. Corporation – shall mean Shiloh Falls Utilities, Inc.
2. Engineer – shall mean the consulting engineer of Shiloh Falls Utilities, Inc.
3. Customer -- shall mean any person, firm, corporation, association or government unit furnished sewerage by the Corporation.
4. Property – shall mean all facilities owned and operated by the Corporation.
5. Authority – shall mean the Tennessee Regulatory Authority.

SHILOH FALLS UTILITIES, INC.

TARIFF

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(T)

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(T)

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(T)

By: Lisa S. Thomas, President

(T)

6. Sewer Main – shall mean a sewer pipeline that is under pressure, receives sewage from other branches, runs adjacent to roadways and terminates at the sewage treatment plant, or a major lift station.
7. Trunk Sewer – shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from any tributary branches and terminates at the sewage treatment plant or major lift station.
8. Collector Sewer – shall mean those sewer lines running within the service area and conveying the sewage, to the trunk sewer on the main by pressure or gravity. (T)
9. Lateral Sewer – shall mean those sewers extending from the Collector Sewer to the property line of the Customer. (T)
10. Building Sewer – shall mean that sewer piping, gravity, or pressures extending from the Customer's property line to his place of business or residence.

AUTHORIZATION OF RULES AND REGULATIONS

The SHILOH FALLS UTILITIES, INC., a corporation organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and Necessity issued by the Tennessee Regulatory Authority on or about May 20, 1996 under Docket No. 95-03948, submits the following statement of its rules and regulations.

EFFECT OF RULES AND REGULATIONS

All provisions of these rules and regulations shall be incorporated in each contract with each sewerage Customer of the Shiloh Falls Utilities, Inc.

UTILITY ITEMS ON PRIVATE PROPERTY

The Corporation shall not furnish or maintain any items or appurtenances for sewer service on the customer's premises without execution of an agreement for an easement or encroachment. No property of the Corporation shall be located on the premises of the customers except sewer shut-off valves maintained by the Corporation. All grinder pumps and tanks for grinder pumps shall be located on the customer's property and maintained by the customer. (T)

SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

1st Revised Page 4

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(T)

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

DISCONTINUANCE OF SERVICE

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth.
2. For misrepresentation in the application.
3. For adding to the Property or fixtures without notice to the Corporation.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For molesting any service pipes or any property of the Corporation in any way whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Corporation.
8. For disconnecting or re-connecting service by any party other than a duly authorized agent and/or approved service provider of the Corporation without the consent of the Corporation.

NON-PAYMENT PENALTIES

All customers located within the service area are provided water by the First Utility District of Hardin County, Tennessee. All customers agree that their water services may be terminated at the request of the Corporation due to the non-payment of sewer charges, said termination of water service being the approved and agreed method to enforce the collection of sewer charges. No service shall be turned on again if discontinued for non-payment (or any valid reason) until all outstanding charges have been paid.

(T)

(T)

CHANGE OF OWNERSHIP, TENANCY, OR SERVICE

A new application and agreement must be made and approved by the Corporation on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Corporation shall have the right to discontinue service until such new application is made and approved.

SHILOH FALLS UTILITIES, INC.

TARIFF

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Cancels Original Page 5

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ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

RETURN CHECK CHARGES

For any and all returned checks submitted by the customer to the utility, the customer shall be responsible to reimburse the utility for actual bank charges incurred by the utility for the non-payment of said funds plus a \$20.00 return check fee to cover administrative charges of the utility.

(T)

GRINDER PUMPS

All customers must have an approved grinder pump and collection system which meets the specifications as established by the Engineer. The customer shall have the sole responsibility to maintain the grinder pump.

SPECIAL PRETREATMENT SEWAGE REQUIREMENTS

For the sewerage connections, in addition to the customary tap fees, the Corporation reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The Corporation may, upon the basis of recognized engineering standards and treatment cost, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste with the approval of the Authority, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharge into its sewerage system.

DAMAGES

The Corporation shall in no event be responsible for maintaining any service line owned by the Customer, for damages created by sewage escaping therefrom, or for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority, and the Corporation, relating to the service lines and shall make all changes in his lines required on account of grade or otherwise. All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. On failure to repair any such leak, service shall be discontinued until repairs are made.

(T)

IN EVENT OF EMERGENCY

The Corporation shall not be liable to the Customer for interruption in service or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Corporation.

SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

(T)

2nd Revised Page 6

(T)

Cancels 1st Revised Page 6

(T)

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

EXTENSION PLAN

The Corporation will furnish sewer services to all property owners whose lands abut the trunk or main sewer. The sewer service charges and tap fees included in Appendix I do not include costs for constructing trunk sewers and lift stations. Any collector and/or lateral sewers required to service such abutting properties shall be constructed at the cost of the party desiring it, and these sewers shall become the property of the Corporation to be credited to the account for contribution in aid of construction. If the said desiring party does not wish to construct his own collector and lateral sewers, the Corporation may construct them and charge the developer the total project costs for the same. The desiring party shall obtain at its expense the easements required by the Corporation for any collector and/or lateral sewers. Plans for any extensions shall be reviewed and approved by the Engineer prior to construction.

(T)

CONTRIBUTIONS IN AID OF CONSTRUCTION & ADVANCES IN AID OF CONSTRUCTION

If any contribution and/or advance remitted to the utility in aid of construction is treated as taxable revenues by the IRS whether in the form of property or cash, the contributing party shall absorb and/or pay the utility the actual amount of tax liability incurred due to said contribution or advance. The contribution or advance will be equal to the "original cost" if in the form of property or face value if in the form of cash.

(T)

CONTRACTS FOR SERVICE

Each customer before installation of service shall be required to execute on the appropriate form furnished by the Corporation or its designated representative:

(T)

1. An application and contract for service.

CUSTOMER BILLING FORMS

All customer billings shall be on a standard form whether residential, commercial or industrial.

APPENDIX E

SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

(T)

1st Revised Page 7

(T)

Cancels Original Page 7

(T)

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

PUBLIC CONTACT

Lisa S. Thomas

(T)

Shiloh Falls Utilities, Inc.

450 Church Street

(T)

P. O. Box 1027

(T)

Savannah, Tennessee 38372

(T)

TENNESSEE REGULATORY AUTHORITY

The utility in its operation shall conform with all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

(T)

2nd Revised Page 8

(T)

Cancels 1st Revised Page 8

(T)

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(T)

MONTHLY SEWER SERVICE BILLING

Residential, Condominium, House or Apartment:

Charge per 1,000 gallons (actual or assumed flow)	\$ 3.71
Minimum monthly charge	\$ 8.90

Non-Residential:

Charge per 1,000 gallons (actual or assumed flow)	\$ 3.71
Minimum monthly charge	\$ 8.90

SEWER CONNECTION FEES

Residential and Commercial	\$ 850.00
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GENERAL FEES

Returned Check Charges	\$ 20.00
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TENNESSEE PUBLIC UTILITY COMMISSION
PUBLIC UTILITY SERVICE PROVIDER'S SURETY BOND
(Public Utility Name)

APPENDIX F

Bond #: RCB0005205

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 RLI 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 One Hundred Twenty Seven Thousand One Hundred Sixteen and 00/100 (\$127,116.00) 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 23rd of March, 2021, 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 One Hundred Twenty Seven Thousand One Hundred Sixteen and 00/100 (\$127,116.00). 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

1650 Des Peres Rd., Suite 303, St. Louis, MO 63131
Address of Principal

SIGNATURE OF PRINCIPAL

Name: Matthew W. Moore
Title: CEO

SURETY

RLI Insurance Company
Name of Surety

9025 N. Lindbergh Drive, Peoria, IL 61615
Address of Surety

SIGNATURE OF SURETY AGENT

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

Address of Surety Agent:

Charles L. Crane Agency
100 N. Broadway, Suite 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

STATE OF MISSOURI

COUNTY OF ST. LOUIS

Before me, a Notary Public of the State and County aforesaid, personally appeared MARTIN W. MOORE with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Likewise Utility Quality Co., and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 25th day of MARCH, 2021.

My Commission Expires:

5/4/24

March 25, 2021

Notary Public

DANIEL RYAN JANOWIAK
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 20374795
My Commission Expires 05-04-2024

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 RLI 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 23rd day of March, 2021.

My Commission Expires:

August 17, 2021

Notary Public

LISA K JUNDT
Notary Public - Notary Seal
State of Missouri, Jefferson County
Commission # 13402531
My Commission Expires August 17, 2021

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:

POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Theresa A. Hunziker, Gregory L. Stanley, Michael T. Reedy, Linda McCarthy, Gerald M. Rogers, Harold F. James, Stephen J. Alabach,
Joel Karsten, Karen Speckhals, Cindy Rohr, Terri Hunziker, Christopher J. O'Hagan, Brandi L. Bullock, Don K. Ardolino, Kimberly
Ann Connell, Trudy Whitrock, jointly or severally

in the City of Saint Louis, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of April, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 23rd day of April, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of March, 2021.

By: Jacqueline M. Bockler Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary





The tenacity, elongation at break, and elongation to failure were determined by the column method. The tenacity, elongation at break, and elongation to failure were determined by the column method. The tenacity, elongation at break, and elongation to failure were determined by the column method.

DATE: 02/11/2011
PROJECT NO: W12-10
DESIGNER: KAD
SHEET NAME: SHEET NAME
SERVICE AREA: VARIOUS