

September 15, 2023

VIA ELECTRONIC FILING

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Room on September 15, 2023 at 1:31 p.m.

Hon. Herbert H. Hilliard, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

RE: *Joint Application of Limestone Water Utility Operating Company, LLC, Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank for Approval of the Acquisition of and to Operate the Wastewater System of Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank, and to Issue a Certificate of Public Convenience and Necessity*
TPUC Docket No. 23-00070

Dear Chairman Hilliard:

Attached for filing please find the *Joint Application of Limestone Water Utility Operating Company, LLC, Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank for Approval of the Acquisition of and to Operate the Wastewater System of Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank, and to Issue a Certificate of Public Convenience and Necessity*, including exhibits and pre-filed testimony¹.

Please note that Exhibit 10 to the Application is being submitted **UNDER SEAL** as **CONFIDENTIAL** and **PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibit 10 is attached.

As required, the original plus four (4) hard copies of the Application and supporting documentation will follow. We have also enclosed a check in the amount of \$25.00 for the required

¹ For administrative convenience, two USB drives of the *Application*, and supporting documentation, are enclosed.

Hon. Herbert H. Hilliard, Chairman

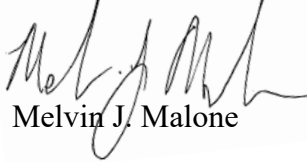
September 15, 2023

Page 2

filing fee. Should you have any questions concerning this filing, or require additional information, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP

A handwritten signature in black ink, appearing to read 'Melvin J. Malone', is written over a light gray rectangular background.

Melvin J. Malone

clw

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Eddie Castles, Sunset Cove Condo HOA of Norris Lake, Inc.
Adam Robertson, Commercial Bank
Vance L. Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division

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

IN RE:)
)
JOINT APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, SUNSET COVE)
CONDOMINIUM HOA OF NORRIS)
LAKE, INC. AND COMMERCIAL BANK)
FOR APPROVAL OF THE)
ACQUISITION OF AND TO OPERATE)
THE WASTEWATER SYSTEM OF)
SUNSET COVE CONDOMINIUM HOA)
OF NORRIS LAKE, INC. AND)
COMMERCIAL BANK, AND TO ISSUE)
A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)

DOCKET NO. 23-00070

**JOINT APPLICATION OF LIMESTONE WATER UTILITY OPERATING
COMPANY, LLC, SUNSET COVE CONDOMINIUM HOA OF NORRIS LAKE, INC.
AND COMMERCIAL BANK, FOR APPROVAL OF THE ACQUISITION OF AND TO
OPERATE THE WASTEWATER SYSTEM OF SUNSET COVE CONDOMINIUM
HOA OF NORRIS LAKE, INC. AND COMMERCIAL BANK, AND TO ISSUE A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Tenn. Code Ann. §§ 65-4-104 and 65-4-201 and all applicable rules of the Tennessee Public Utility Commission (“TPUC” or “Commission”), Limestone Water Utility Operating Company, LLC (“Limestone”), Sunset Cove Condominium HOA of Norris Lake, Inc. (“Sunset Cove”) and Commercial Bank,¹ respectfully submit this Joint Application requesting the Commission to approve Limestone’s acquisition (the “Transaction”) of the title to all interests, assets, property, and real estate currently owned by Sunset Cove and Commercial Bank (jointly

¹ As set forth in the Pre-filed Direct Testimony of Limestone Witness Josiah Cox, which accompanies this Joint Application, the original developer of Sunset Cove, Lucas Gunn Properties, LLC, filed for bankruptcy and Commercial Bank foreclosed on the existing condominium units. Due to the bankruptcy and subsequent foreclosure, Sunset Cove and Commercial Bank both have interests in the System.

the “Seller”) and used to provide wastewater service to customers in Union County, Tennessee (the “System”). Limestone, Sunset Cove and Commercial Bank (the “Applicants”) request that the Commission grant Limestone a Certificate of Convenience and Necessity (“CCN”), with its accompanying privilege and franchise, pursuant to Tenn. Code Ann. §§ 65-4-201 and 65-4-107.

Under terms of the *Agreement for Sale of Utility System*,² all authorizations and approvals requested in the preceding paragraph, and related accounting, ratemaking, and regulatory approvals, are conditions precedent to closing the Transaction. Therefore, and as approving the Transaction and granting Limestone’s request for a CCN serve the public interest and are necessary for public convenience, the Applicants respectfully request that the Commission consider and grant this Joint Application.

In support of the Joint Application, the 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
1630 Des Peres Road, Suite 140
St. Louis, MO 63131
(314) 380-8544
regulatory@cswrgroup.com

Eddie Castles, President
Sunset Cove Condominium HOA of Norris Lake, Inc.
200 Sunset Coves Drive
Maynardville, TN 37807
ccastles_8721@fuse.net

² The *Agreement for Sale of Utility System* is attached hereto **Exhibit 7**.

Adam Robertson, President
Commercial Bank
6710 Cumberland Gap Parkway,
Harrogate, TN, 37752
(423)869-5151
arobertson@cbtn.com

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

Melvin Malone
Katherine Barnes
Butler Snow LLP
The Pinnacle at Symphony Place
150 Third Avenue South, Suite 1600
Nashville, TN 37201
Office: (615) 651-6700
Melvin.Malone@butlersnow.com
Katherine.Barnes@butlersnow.com

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

Appendix A - Minimum Filing Requirements for CCN and Acquisition Applications

Exhibit 1 - Description and Area Map of the System

Exhibit 2 - Limestone Articles of Organization

Exhibit 3 - Limestone Operating Agreement

Exhibit 4 - Limestone Certificate of Existence

Exhibit 5 - CSWR Organization Chart

Exhibit 6 - Chart of Limestone's Affiliates and Number of Customers Served

Exhibit 7 - Agreement for Sale of Utility System

Exhibit 8 - Assignment of Rights Agreement

Exhibit 9 - Pre-filed Direct Testimony of Josiah Cox

Exhibit 10 - **SUBMITTED UNDER SEAL AS PROPRIETARY AND CONFIDENTIAL** – CSWR's 2020, 2021 and 2022 Consolidated Financial Statements

Exhibit 11 - Limestone Pro Forma Financial Statements

Exhibit 12 - Resumes of Key CSWR Personnel

Exhibit 13 - Customer Notification Letter Draft

Exhibit 14 - Surety Bond

Exhibit 15 -	Officer/Key Employee Organization Chart
Exhibit 16 -	Sunset Cove Expired State Operating Permit
Exhibit 17 -	[RESERVED]
Exhibit 18 -	Proposed Chart of Accounts
Exhibit 19 -	Sunset Cove List of Plant-In-Service Accounts
Exhibit 20 -	Limestone's 2022 Annual Report
Exhibit 21 -	Limestone's Proposed Tariff
Exhibit 22 -	[RESERVED]
Exhibit 23 -	Limestone's Pro Forma Income Statement for the System
Exhibit 24 -	Anticipated Capital Budgets for the System
Exhibit 25 -	Regulatory, Transaction and Closing Costs
Exhibit 26 -	[RESERVED]
Exhibit 27 -	[RESERVED]
Exhibit 28 -	[RESERVED]
Exhibit 29 -	[RESERVED]
Exhibit 30 -	Pro Forma Accounting Entries
Exhibit 31 -	Pre- and Post-Acquisition Rates

II. DESCRIPTION OF THE APPLICANTS

A. General Information

1. Sunset Cove

Sunset Cove is a Tennessee nonprofit corporation. Its principal office and place of business is at 200 Sunset Coves Drive, Maynardville, Tennessee 37807. Commercial Bank is a Tennessee banking corporation with its principal office and place of business at 6710 Cumberland Gap Parkway, Harrogate, Tennessee 37752. Sunset Cove and Commercial Bank currently have interests in the System, and Sunset Cove operates the System and provides wastewater service to customers in Union County, Tennessee pursuant to the exemptions established in Tenn. Code Ann. § 65-4-101(6)(B). As required by TPUC Rule 1220-04-13-.17(2)(a)7, a description of Sunset Cove's service area and service area map of the System are attached to the Joint Application as **Exhibit 1** and are incorporated by reference.

2. Limestone

Limestone is a Tennessee limited liability company. Its principal office and place of business is at 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131. Limestone currently

provides water and wastewater services to approximately 455 water connections and 1,900 wastewater connections in Hardin County and Williamson County, Tennessee.³ 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 Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas, and provide services to approximately 141,000 connections. 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 by reference.

³ The Commission previously granted Limestone CCNs to provide services in Tennessee. *See Order Approving Sale of Assets, Property, and Real Estate and Certificate of Public Convenience of Aqua Utilities Company, LLC Subject to Conditions and Requirements of the Tennessee Public Utility Commission*, TPUC Docket No. 19-00062 (Dec. 7, 2020); *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (Jan. 24, 2022) (acquisition of wastewater system previously owned by Cartwright Creek, LLC); *Order Approving Settlement Agreement and Transfer of Systems and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00055 (Dec. 2, 2022) (acquisition of water and wastewater system previously owned by Shiloh Falls Utilities, Inc.); *Order Approving Settlement Agreement and Transfer of System and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00060 (Dec. 2, 2022) (acquisition of wastewater system previously owned by Chapel Woods Home Owners Association); and *Order Approving Petition for Reconsideration of Commission Order Approving Settlement Agreement and Transfer of Systems, Granting Certificate of Convenience and Necessity, and Disallowing Continuation of Candlewood Lakes POA’s Water Availability Fee*, TPUC Docket No. 21-00059 (Commission approving acquisition and granting CCN to Limestone) (May 1, 2023).

One of Limestone’s affiliates, CSWR, LLC (“CSWR”), provides financial, technical, and managerial expertise and services to each of the group’s utility operating affiliates and will manage Limestone and the System if the Commission approves the Transaction. 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 later in the Joint Application and supporting Pre-filed Testimony. CSWR is a Missouri limited liability company, and its principal office is located at 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131. 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

Sunset Cove and Commercial Bank have determined that it is in the best interests of both entities and the customers served by the System to sell the System to a qualified operator. In furtherance of that objective, Sunset Cove, Commercial Bank and Central States Water Resources, Inc., (“Central States”)⁴ entered into a binding *Agreement for Sale of Utility System* dated September 22, 2022 (the “Agreement”). A copy of the Agreement is attached as **Exhibit 7** and incorporated by reference. The Agreement specifies terms for Sunset Cove and Commercial Bank to sell, and Central States or its affiliate to purchase, all assets Sunset Cove uses to provide wastewater services through the System in Union County, including, but not limited to, wastewater service facilities and equipment, intangibles, franchises, inventory, contracts and contract rights, and real estate. Assets are to be transferred free of all liens, judgments, mortgages, and similar encumbrances, in accordance with TPUC Rule 1220-04-13-.10(1). Pursuant to the Agreement,

⁴ Central States is an affiliate of Limestone, as that term is defined in TPUC Rule 1220-04-13-.16(2)(a).

Sunset Cove and Commercial Bank will transfer their interests in the System and its entire service area to Limestone. Subsequent to the Transaction, neither Sunset Cove nor Commercial Bank will retain any wastewater or other rights related to the System.

No closing date is specified because closing is expressly contingent on satisfaction of various conditions precedent, including obtaining all required regulatory approvals. However, the closing date will be at least 90 days after the filing of this Joint Application, in accordance with TPUC Rule 1220-04-13-.10(2).⁵

Section 18 of the Agreement authorizes Central States to assign its rights to an affiliated entity. In accordance with that provision, Central States has executed an *Assignment of Rights* that, at closing, would transfer to Limestone all rights, title, and interests to Sunset Cove and Commercial Bank's assets. A copy of that assignment is attached to this Joint Application as **Exhibit 8** and incorporated by reference.

The sale of assets under terms specified in the Agreement promotes the interests of the public generally and of Sunset Cove's customers more specifically. Limestone and CSWR are willing and able to invest capital necessary to keep the System in compliance with applicable law. The affiliate group, of which Limestone and CSWR are part, has access to capital adequate to make necessary upgrades and improvements to the System and to continue to operate that System in a manner that is in the public interest and complies with applicable statutes, rules, and regulations.

The reasons Limestone wants to purchase the System and Limestone's plans for the System are set forth in the written Pre-filed Direct Testimony of Limestone Witness Josiah Cox, which is

⁵ Pursuant to Rule 1220-04-13-.10(3)(c), the Applicants note here their intent to proceed to closing promptly subsequent to Commission approval. Hence, the effective date of the Transaction is tied to the date of Commission approval.

attached to this Joint Application as **Exhibit 9** and incorporated by reference. Mr. Cox's testimony also includes information required by TPUC rules or a commitment to comply with all Commission rules, including, among others, TPUC Rules 1220-04-13-.12 and 1220-04-13-.17(2)(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, managerial, and financial capabilities to operate as a utility services provider.⁶ These capabilities are further explained in detail below and in Mr. Cox's Pre-filed Direct Testimony. As previously noted, in addition to the water and wastewater services Limestone already provides in Tennessee, CSWR-affiliated companies currently operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. For each of the systems an affiliate currently owns or operates, CSWR provides the technical, managerial, and financial resources necessary to acquire and operate those systems. CSWR would continue to provide similar support for the System that Limestone proposes to acquire in this case.

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 Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. CSWR has staff engineers and other similarly qualified personnel with experience in

⁶ As noted in footnote 3, the Commission has previously reviewed and approved Limestone's technical, managerial and financial capabilities, and Applicant Limestone incorporates such Commission orders by reference.

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 allows Limestone to achieve economies of scale and efficiencies not generally available to water and wastewater utilities with operations and facilities similar in size to the System. If the Commission grants the regulatory approvals sought in this Joint Application, CSWR would bring the same benefits it currently provides to its Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas customers to the Sunset Cove customers Limestone proposes to serve. In his Pre-filed Direct Testimony, Mr. Cox further describes and discusses the technical qualifications of Limestone and its affiliates to own and operate the System.

B. Financial Qualifications

Through CSWR, Limestone 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 provide safe and reliable water and wastewater service to customers. Equity capital used to acquire Sunset Cove and Commercial Bank's interests and assets, to fund initial capital upgrades and improvements, and providing necessary working capital will be provided by CSWR. After the acquisition is completed, Limestone will determine if future improvements of the System will be funded by equity, debt, or a combination of both, with future debt capital to be obtained from commercial sources, if available, at reasonable interest rates. Limestone and its affiliates thus have the financial capability necessary to acquire, own, and operate the System. CSWR's consolidated balance sheet and income statement for the last three (3) years are attached to the Application **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 10**. A pro-forma income statement and balance sheet for Limestone for the first three (3) years of its proposed operation of the System is attached as **Exhibit 11**. Each

of those exhibits is incorporated by reference. Further, attached as **Exhibit 20** is Limestone's 2022 Annual Report, which includes an income statement and balance sheet.

C. Managerial Qualifications

Resumes of key CSWR personnel who are 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 efficiently engage qualified independent contractors to satisfy those needs.

V. REGULATORY TREATMENT AND TRANSACTION COSTS

Limestone proposes that its beginning value of the acquired assets for ratemaking purposes be the value recorded in Sunset Cove and Commercial Bank's books and records at the closing date. Limestone will not book an above-the-line regulatory asset for ratemaking purposes for any portion of the amount by which the purchase price exceeds the value of the acquired assets as reflected in Sunset Cove and Commercial Bank's books and records at the date of closing.

Limestone commits that a determination of recoverable regulatory and transaction costs related to this acquisition will be deferred to Limestone's initial rate case involving such costs. Limestone commits that it will not seek to recover in rates any amount exceeding 50% of the legal expenses paid to local counsel for the representation of Limestone, Sunset Cove or Commercial Bank related to this regulatory proceeding. The Consumer Advocate Unit and other interested parties may present evidence and argument concerning the proper amounts to be recovered in rates.

VI. RATES DESIGN AND OTHER PROPOSALS AND COMMITMENTS

As noted in the Pre-filed Direct Testimony of Limestone Witness Josiah Cox, Limestone proposes to charge the rates that are the subject of Limestone's pending Joint Application in TPUC Docket No. 23-00016 (DSH). The condominiums served by the System are not individually metered. Presently, Sunset Cove absorbs the sewer fees or expenses for the owners of the condominium served by the System and then uses the homeowners' association dues to cover sewer service. Hence, there are no current rates, terms or conditions for sewer services provided by the HOA, and the sewer service fees or expenses are intertwined within the HOA dues.⁷

Notwithstanding the foregoing, if the revenue requirement for the System increases in the future, Limestone may petition the Commission to increase rates or change certain operating regulations. Limestone may also seek authority to consolidate rates of the system it proposes to acquire in this case with those of the other wastewater systems it operates in Tennessee.

In its initial base-rate case including the System, Limestone proposes that it be permitted to present evidence seeking to establish and include in rate base amounts incurred for legal and other transaction-related fees and services. The Consumer Advocate or other interested parties may oppose such values or present their own evidence and argument concerning the proper amounts of these expenses to be recovered in rates.

Limestone commits to not make any corrections or modifications to accounting records received from Seller at closing. If Limestone believes accounting entries should be corrected or changed, it shall seek approval from the Commission to make the necessary accounting corrections

⁷ Sunset Cove and the condominium owners have requested, and Limestone has agreed, that a single invoice will be issued by Limestone to Sunset Cove for sewer services provided to the condominiums, as this is the existing and preferred billing arrangement for both Sunset Cove and the condominium owners. Hence, the sole customer for billing purposes will be Sunset Cove. The invoice to Sunset Cove will provide how the charge is calculated.

at least 180 days prior to its initial request to increase base rates. The Consumer Advocate or other interested parties may oppose such requests.

Limestone commits to maintain separate asset and operating-costs records for the System's well, water treatment and distribution. Limestone further commits to maintain its books and records in compliance with the Uniform System of Accounts as set forth in Commission Rule 1220-04-01-11.

Within 30 days after closing, or as soon thereafter as such information becomes available, Limestone commits to file a balance sheet and supporting general ledger in the format prescribed by the Uniform System of Accounts and in accordance with Commission Rule 1220-04-01-11, showing Seller's ending balances of the assets acquired by Limestone as of the closing date. Limestone will also file a balance sheet and supporting general ledger in the format prescribed by the Uniform System of Accounts and in accordance with Commission Rule 1220-04-01-11, showing Limestone's beginning balances of the assets acquired from Seller as of the closing date.

Seller commits to transfer to Limestone complete copies of Seller's accounting records, to the extent they exist, for the two calendar years immediately preceding the date of closing, as well as the complete year-to-date accounting records for the calendar year in which the closing occurs. At a minimum, Limestone will maintain these records through the completion of its initial rate proceeding before the Commission.

Limestone commits to file within 30 days of execution copies of contracts or pricing agreements between Limestone and any affiliate and between Limestone and contractors that provide ongoing operations and maintenance or billing services to the System or customers served by the System. Further, Limestone commits to file copies of recorded deed(s) for land where the System's facilities are located and copies of recorded easements in Limestone's name for all the

land and ownership right for any and all access to the acquired System within 30 days after the date of recording. Limestone will file a copy of the Agreement that has been fully executed by Limestone and Seller and acknowledged by the Title Company with the recorded effective date and with all exhibits attached, complete with documentation, within 30 days after the closing, or as soon thereafter as such becomes available. Under the circumstances, rather than requesting a renewal and/or transfer of Sunset Cove's State Operating Permit, Limestone will file a copy of its requests for a State Operating Permit within 30 days of the Commission's approval of this Joint Application. And finally, Limestone will file copies of required maps and engineering designs for the System within 30 days of availability.

VII. APPROVAL OF THE JOINT APPLICATION IS IN THE PUBLIC INTEREST

Granting this Joint Application is consistent with the public interest. In that regard, the Joint Applicants make the following representations to the Commission:

- a. As outlined above, and as previously recognized by the Commission (*see* footnotes 3 and 6), 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 and comply with state law, including all applicable Commission rules and regulations;
- c. The provision of services by Limestone will not adversely impact the availability of affordable utility service;
- d. The provision of utility services by Limestone will not adversely impact the public interest;

- e. As noted earlier herein, specifically in footnotes 3 and 6, Limestone and its affiliates have already demonstrated their ability to provide safe and reliable water and wastewater service in Tennessee; and
- f. Seller has determined that it is in the best interest of Seller and its customers to sell the System.

VIII. CONCLUSION

As set forth herein, and as evidenced in the Pre-filed Direct Testimony and supporting documentation in support of this Joint Application, Seller and Limestone believe it is in the best interests of the System's customers for Limestone to acquire the System with the result that Limestone will be the exclusive provider of wastewater within the service area of the System. Limestone is herein seeking authority to be the exclusive provider of wastewater within the entire service area of the System. 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 System is appropriately maintained and upgraded as future conditions warrant. In fact, the representations and warranties described in the Agreement reflect the determination by the parties involved that going forward Limestone, rather than Sunset Cove, is best suited to provide service to customers of the System, including making future capital improvements necessary to maintain the efficiency and quality of the System and to ensure the sustainable provision of safe and reliable services.

The Agreement and the requested regulatory treatment and approvals are necessary and proper for the public convenience and to 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.⁸ Limestone has reviewed and is familiar with the requirements of TPUC Rules 1220-04-13-.07, 1220-04-13-.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 Rule 1220-04-13-.08, in the amount of \$300,000. A copy of that surety bond is attached to the Application as **Exhibit 14** and incorporated by reference.

Limestone specifically addresses the requirements of TPUC Rules 1220-04-13-.17 (Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity) in **Appendix A**.

This Joint 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, Sunset Cove, Commercial Bank and Limestone request the Commission issue an order:

1. Approving the Transaction as necessary and proper for the public convenience and properly conserving, promoting and protecting the public interest;
2. Authorizing Sunset Cove and Commercial Bank to sell and transfer to Limestone all interests and assets used to provide wastewater utility services to customers currently served by Sunset Cove in Union County, Tennessee;
3. Granting Limestone a CCN, with its accompanying privilege and franchise, to exclusively provide wastewater utility services in the entire areas currently served by Sunset Cove;
4. Authorizing appropriate accounting and rate base treatment; and

⁸ The Applicants will further comply with TPUC rules regarding notice after the Commission establishes a hearing date for consideration of this Joint Application.

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

Dated: September 15, 2023

Respectfully submitted,



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

APPENDIX A

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 and to items not relevant to or not required regarding this Joint Application.

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

(1) Please see accompanying Joint Application and Pre-filed Direct Testimony of Limestone Witness 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 Tennessee limited liability company. Its sole officer is its President Josiah Cox, whose office address is 1630 Des Peres Road, Suite 140, St. Louis, MO 63131. The Company’s telephone number is (314) 380-8544.

(4) An organization chart showing Limestone’s affiliated companies is attached to the 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, as assigned by Central States Water Resources, Inc. pursuant to the *Agreement for Sale of Utility System*, proposes to acquire all assets used by Sunset Cove to provide wastewater services to customers in Union County, Tennessee. Maps depicting the area served by Sunset Cove are set forth in **Exhibit 1** to this Joint Application. The Sunset Cove Condominiums Wastewater Treatment Plant is located in Maynardville, Union County, Tennessee, at 200 Sunset Coves Drive. The parcel of land contains an area of approximately 4.6 acres.

(8) Not applicable.

(9) Not applicable.

(10) Not applicable.

(11) Not applicable.

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

(b) (1) As the System is operational and not a new, to-be-constructed system, and as Sunset Cove is an HOA as well, no such letters are required.

(2) The system Limestone proposes to acquire is not 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 public drinking water and/or wastewater services in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas that provide safe, and reliable service to approximately 133,300 connections. Limestone-affiliated companies currently have additional acquisition applications pending in Arizona, California, Louisiana, Mississippi, Missouri, North Carolina, Florida, Tennessee, and Texas.

(3) The pending Tennessee mergers or acquisitions are as follows:

(1) TPUC Docket No. 21-00059 (Candlewood Lakes), which has been approved by the Commission; (2) TPUC Docket No. 23-00016 (DSH); and (3) TPUC Docket No. 23-00037 (IRM).⁹

⁹ Regarding pending Tennessee acquisitions involving Limestone, copies of required agreements can be found in the Commission's files for Docket No. 21-00059 (Candlewood Lakes Property Owners Association, Inc.) and Docket No. 23-00016 (DSH). In the unlikely event the rule seeks the submission of documents related to mergers or acquisition transactions *outside* the State of Tennessee involving Limestone's affiliates, Limestone submits that such a requirement to produce copies of all pending acquisitions is unduly burdensome, administratively inefficient and unlikely to produce information relevant to the issues the Commission must decide in this case – i.e., whether Limestone has the managerial, technical, and financial resources necessary to operate a wastewater utility in the area that is the subject of this Joint Application and whether the Joint Application serves the public interest.

Limestone is part of a CSWR affiliate group providing water and/or wastewater services in 10 states. At any particular time, Limestone's affiliates may have dozens of acquisition applications pending in nine states, as well as dozens of others under contract that have not yet been submitted for regulatory approval. And because the CSWR affiliates continue to proactively evaluate potential additional acquisition opportunities, still more such contracts are likely. Therefore, a broader reading of Commission Rule 1220-.04-13.17(2)(c)(3)(c), rather than a narrower one, would require Limestone to provide a copy of the purchase agreement in each of those transactions and may require repeated supplemental filings, as similar agreements are signed during the pendency of this case.

Although purchase agreements used for each of the aforementioned transactions are substantially similar to one another, final terms are based on arms-length negotiations between Central States Water Resources (on behalf of its utility affiliates) and the sellers of each water and/or wastewater system the affiliate group seeks to acquire.

(4) Not applicable.

(d) (1) Subsection (c)(3) directly above, coupled with footnotes 3 and 6 of the Joint Application, demonstrate that Limestone has sufficient technical ability. Limestone has not filed or applied for a State Operating Permit with TDEC for the Sunset Cove System. If the Commission grants Limestone the authority to acquire the System currently owned by the Seller and operated by Sunset Cove, Limestone will obtain from TDEC all permits and other operating authorizations required by law. Limestone holds State Operating Permit Nos. SOP-92082, SOP-04018, SOP-17002, and SOP-07090, as well as discharge permit TN0027278, for wastewater, and TN0000948 for water, as to its current systems in Tennessee.

(2) Sunset Cove does not have a current State Operator Certificate for the wastewater system operator of record. If the Commission grants Limestone the authority to acquire the System currently owned and operated by Sunset Cove, Limestone will obtain from TDEC all permits and other operating authorizations required by law.

Differences in terms from contract to contract are primarily attributable to the subjective circumstances and objectives of each individual seller, the totality of circumstances surrounding the proposed acquisition (e.g. the age and condition of plant assets, its location, debt or other obligations of the seller, and regulatory and environmental concerns. Therefore, because final contract terms are transaction-specific, it is a virtual certainty a contract for an unrelated acquisition transaction in another state would provide no information useful to the Commission in evaluating Limestone's request to expand its service area to include the Nash Ridge subdivision.

The general purpose of the Commission's *Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity* is to "demonstrate to the Commission that [an applicant] possesses sufficient managerial, financial, and technical capabilities, to provide the wastewater services for which it has applied," and the specific purpose of Commission Rule 1220-.04-13.17(2)(c)(3) is to provide "[e]vidence that the applicant possesses sufficient managerial ability." As noted in footnote 3 of this Joint Application, the Commission has previously reviewed and approved Limestone's managerial, financial and technical capabilities.

(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.

(4) The System's non-discharging permit, SOP-12011, expired on December 31, 2013 and has not been renewed by TDEC. Limestone currently has no complaints or notices of violation, but did enter into a Consent Order with TDEC on February 13, 2023, resolving issues at the Grasslands sewage treatment plant related to permit exceedances and facility operation and maintenance.

(5) Not applicable.

(e) (1) Financial statements for CSWR, LLC. for the last three (3) years are attached **UNDER SEAL** to the Joint Application as **PROPRIETARY AND CONFIDENTIAL Exhibit 10**. Attached to the Joint Application as **Exhibit 20** is Limestone's 2022 Annual Report.

(1) Proforma income statements showing the first three (3) years of Limestone's operation of the wastewater system it proposes to acquire are attached as **Exhibit 11**.

(2) 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**.

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

(4) As for the depreciation rates Limestone proposes to use for the system it proposes to acquire, please find the depreciation schedule included in

IRM's 2022 Annual Report (*e.g.*, pages F-5 and S-2), attached to the Joint Application as **Exhibit 20** to these responses. Limestone has been unable to gather specific depreciation rates from the Seller.

(5) Not applicable.

(6) If the Commission approves the Joint Application, Limestone will be the owner of all System assets acquired from Sunset Cove and Commercial Bank.

(7) If the Commission approves the Joint Application, as set forth in the Pre-filed Direct Testimony, Limestone proposes to charge the rates that are the subject of Limestone's pending Joint Application in TPUC Docket No. 23-00016. The condominiums served by the System are not individually metered. Presently, Sunset Cove absorbs the sewer fees or expenses for the owners of the condominium served by the System and the uses the homeowners' association dues to cover sewer service. Hence, there are no current rates, terms or conditions for sewer services provided by the HOA, and the sewer service fees or expenses are intertwined within the HOA dues. Limestone's proposed tariff is attached to the Joint Application as **Exhibit 21**.

(8) Limestone is not currently projecting any customer growth during the first five years of operations for the Sunset Cove System.

(9) Not applicable.

(10) Not applicable.

(11) Limestone, as assigned by Central States Water Resources, Inc. pursuant to the *Agreement for Sale of Utility System*, plans to make the acquisitions

proposed in the Joint Application through an infusion of equity capital from CSWR, LLC.

(12) 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) The sworn Pre-filed Direct Testimony of Limestone Witness Josiah Cox is attached to the Joint Application as **Exhibit 9**.

(2) The Pre-filed Direct Testimony of Limestone Witness Josiah Cox is attached to the Joint Application as **Exhibit 9**. That testimony, coupled with **Exhibit 1** to this Joint Application, includes a description of the wastewater system Central States Water Resources, Inc. or its affiliate proposes to acquire from Sunset Cove.

(3) The Pre-filed Direct Testimony of Limestone Witness 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 Pre-filed Direct Testimony of Limestone Witness 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 wastewater system at issue in the Application. *See also* footnote 3 of the Joint Application.

(5) Not applicable.

(6) The Pre-filed Direct Testimony of Limestone Witness Josiah Cox is attached to the Application as **Exhibit 9**. That testimony includes a verification 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. An additional verification accompanies the Joint Application.

III. Other Supporting Information.

(a) Attached as **Exhibit 23** is a forecasted income statement detailing the projected operating revenues, expenses, taxes and net income attributable to the Sunset Cove operations for the twelve-month period following the estimated closing date of the acquisition transaction;

(b) Attached to the Joint Application as **Exhibit 24** is a schedule identifying anticipated capital budgets based on due diligence detailing by project all projected post-acquisition capital investments in property, plant and equipment attributable to the Sunset Cove system or service area for the three-year period following the estimated closing date of the acquisition transaction;

(c) Attached to the Joint Application as **Exhibit 25** is a schedule detailing the computation of regulatory, transaction and closing costs related to the proposed acquisition and the amount of such costs requested for recovery from Limestone's customers;

(d) To the best of Seller's knowledge, no assets that were contributed or donated to Sunset Cove are included in the acquisition transaction;

(e) Attached as **Exhibit 30** is a schedule detailing the pro-forma accounting entries for recording the proposed acquisition transaction in accordance with the Uniform System of Accounts;

(f) Attached to the Joint Application as **Exhibit 31** is a schedule of pre- and post-acquisition rates.

(h) Attached to the Joint Application as **Exhibit 13** is a copy of the draft Customer Notice Letter of the proposed acquisition provided by Limestone in accordance with applicable statutory law and Commission rules and regulations. After the Commission notices a hearing date, Sunset Cove's customers will be provided notice of the Commission's hearing date for this Joint Application.

(6) Limestone agrees to furnish any other pertinent information as determined and requested by the Commission or in accordance with the discovery phase of the acquisition proceeding.

EXHIBIT 1

Description and Area Map of the System

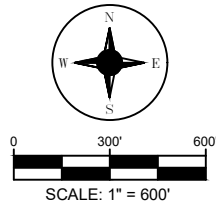
Exhibit 1 - Description and area maps of the Systems

Currently, Sunset Cove Condominiums WWTP provides wastewater services to customers in the following service area in Union County, Tennessee:

- Sunset Cove Condominium HOA

The maps provide a complete description of the geographic territory served Sunset Cove Condominiums, including the names of surrounding streets and roads. The maps also include the locations of the system components.

The following are maps of the referenced service areas currently served by Sunset Cove Condominiums:



PROPOSED SERVICE AREA MAP SUNSET COVES, TN MAYNARDVILLE, TN

General Location Map

ELECTRICAL UTILITY SERVICE FOR THIS PARCEL IS PROVIDED BY:
KNOXVILLE UTILITY BOARD
C/O JOHN GRESHAM, VICE PRESIDENT OF OPERATIONS
JOHN WILLIAMS, SENIOR VICE PRESIDENT OF ENGINEERING AND
CONSTRUCTION
P.O. BOX 59017
KNOXVILLE, TN 37950
(865) 524-2911

SITE 1: SEPTIC TANK/PUMP STATION SITE

COMMITMENT NO. 2211842
Latitude: 36.3183748216529
Longitude: -83.7264246543491

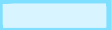
SITE 2: WWTF SITE

COMMITMENT NO. 2211842
Latitude: 36.3183748216529
Longitude: -83.7264246543491

SITE 3: DRIP FIELD SITE

COMMITMENT NO. 2211842
Latitude: 36.3190775971654
Longitude: -83.7270211383078

LEGEND

 Requested Area to Transfer

21 Design Group (23-62)

State of Tennessee
County of Union
3rd Civil District

SERVICE AREA DESCRIPTION

Lying and being in the 3rd Civil District of Union County, Tennessee and being more particularly described as follows:

BEGINNING at an angle iron found (Northing: 729946.914, Easting: 2638048.013) and being the same Southwest corner of a property as shown in the Union County, Tennessee, Office of Register of Deeds in plat cabinet D, slide 91, map B; thence North 00°49'14" West a distance of 319.74 feet to a point; thence with a curve turning to the right with an arc length of 125.85', with a radius of 225.00', with a chord bearing of North 15°05'33" East, with a chord length of 124.20' to a point; thence North 31°08'36" East a distance of 197.84 feet to a point; thence with a curve turning to the left with an arc length of 48.26', with a radius of 75.00', with a chord bearing of North 12°42'33" East, with a chord length of 47.43' to a point; thence with a reverse curve turning to the right with an arc length of 49.86', with a radius of 50.00', with a chord bearing of North 22°50'35" East, with a chord length of 47.82' to a point; thence with a compound curve turning to the right with an arc length of 39.23', with a radius of 50.00', with a chord bearing of North 73°49'31" East, with a chord length of 38.23' to a point; thence North 06°24'33" East a distance of 206.07 feet to a point; thence South 79°33'11" East a distance of 90.77 feet to a point; thence South 68°12'49" East a distance of 44.20 feet to a point; thence South 49°43'15" East a distance of 73.97 feet to a point; thence South 33°42'01" East a distance of 66.32 feet to a point; thence South 08°23'24" West a distance of 95.58 feet to a point; thence South 11°11'48" West a distance of 67.69 feet to a point; thence South 21°37'55" West a distance of 61.39 feet to a point; thence South 29°26'13" West a distance of 92.15 feet to a point; thence South 16°34'46" West a distance of 75.26 feet to a point; thence South 44°36'17" West a distance of 47.04 feet to a point; thence South 51°02'38" West a distance of 25.04 feet to a point; thence South 31°46'16" East a distance of 10.78 feet to a point; thence South 30°16'04" West a distance of 72.06 feet to a point; thence South 35°26'08" West a distance of 61.24 feet to a point; thence South 32°29'05" West a distance of 74.26 feet to a point; thence South 34°10'49" West a distance of 61.85 feet to a point; thence South 35°17'27" West a distance of 54.14 feet to a point; thence South 51°03'42" West a distance of 71.92 feet to a point; thence South 52°34'20" West a distance of 57.11 feet to the point of beginning.

Said parcel of land contains an area of 4.60 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.



EXHIBIT 1	
DATE:	05/30/23
DRAWN BY:	A.M.D.
SCALE:	1" = 600'
SHEET NAME:	
GENERAL LOCATION MAP	

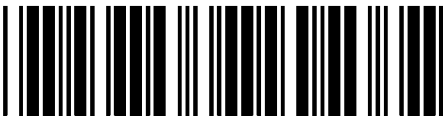
21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090

mail@21designgroup.net
P: 636-432-5029

EXHIBIT 2

Limestone Articles of Organization



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



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

Caroline M. Johnson as authorized representative for Limestone Water

Printed Name

Attorney

Title/Signer's Capacity

Dec 4, 2018 10:37AM

Date

EXHIBIT 3

Limestone Operating Agreement

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;

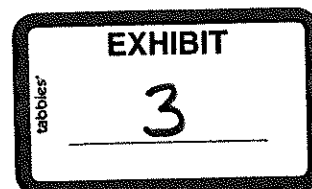
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

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.

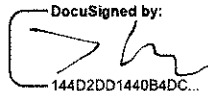
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 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:

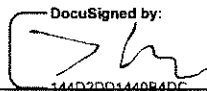

144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

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

EXHIBIT 4

Limestone Certificate of Existence



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

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC
KRIS WHITTEN
SUITE 303
1650 DES PERES ROAD
DES PERES, MO 63131

May 3, 2021

Request Type: Certificate of Existence/Authorization
Request #: 0415492

Issuance Date: 05/03/2021
Copies Requested: 1

Document Receipt

Receipt #: 006338914

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3806073067

\$20.00

Regarding: Limestone Water Utility Operating Company, LLC

Filing Type: Limited Liability Company - Domestic

Control #: 997814

Formation/Qualification Date: 12/04/2018

Date Formed: 12/04/2018

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: KNOX COUNTY

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 filed the most recent annual report required with this office;

* 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

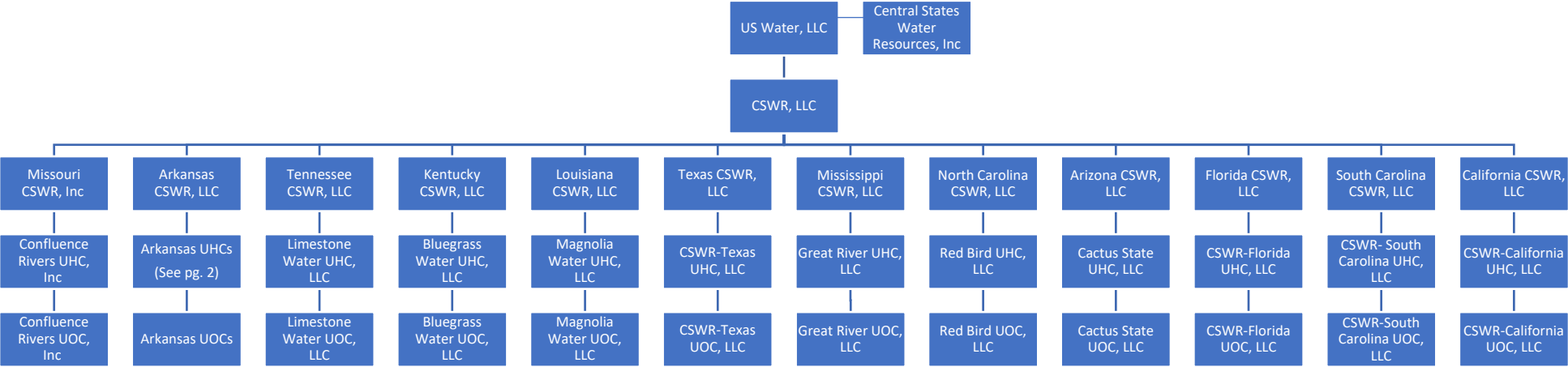
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Verification #: 046029631

EXHIBIT 5

CSWR Organization Chart

Central States Water Resources Corporate Entity Organizational Chart



Arkansas CSWR Organizational Chart Detail

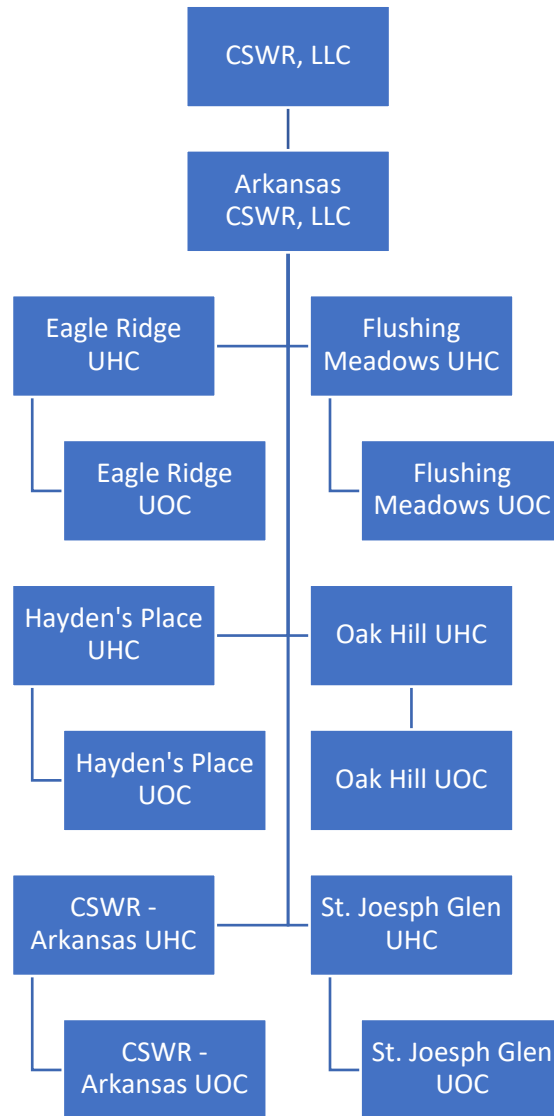


EXHIBIT 6

Chart of Limestone's Affiliates and Number of Customers Served

CSWR provides water and wastewater services to 15 utility operating companies in Missouri and Arkansas serving approximately 139,000 connections total. Below is a list of utilities served:

Missouri

Utility Operating Company	Service Provided	Connections (Total Services)
Confluence Rivers	Water & Wastewater	9,883

Arkansas

Utility Operating Company	Service Provided	Connections (Total Services)
Hayden's Place	Wastewater	121
St. Joesph's Glen	Wastewater	499
Sebastian Lake	Water & Wastewater	231
Oak Hill	Wastewater	198
Eagle Ridge	Wastewater	428
Flushing Meadows	Wastewater	294

Kentucky

Utility Operating Company	Service Provided	Connections (Total Services)
Bluegrass Water	Wastewater & Wastewater	3,588

Louisiana

Utility Operating Company	Service Provided	Connections (Total Services)
Magnolia Water	Wastewater & Wastewater	70,371

Texas

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Texas	Wastewater & Wastewater	11,380

Tennessee

Utility Operating Company	Service Provided	Connections (Total Services)
Limestone Water	Wastewater & Wastewater	2,426

Arizona

Utility Operating Company	Service Provided	Connections (Total Services)
Cactus State	Wastewater & Wastewater	3,812

North Carolina

Utility Operating Company	Service Provided	Connections (Total Services)
Red Bird	Wastewater & Wastewater	251

Florida

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Florida	Wastewater & Wastewater	17,425

Mississippi

Utility Operating Company	Service Provided	Connections (Total Services)
Great River	Wastewater & Wastewater	15,841

South Carolina

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-SC	Wastewater & Wastewater	2,432

EXHIBIT 7

Agreement for Sale of Utility System

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("*Agreement*"), is made and entered into this 22nd day of September, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("*Buyer*"); Commercial Bank, a Tennessee banking corporation ("*Commercial Bank*"); and Sunset Cove Condominium HOA of Norris Lake, Inc., a Tennessee nonprofit corporation ("*HOA*"). Commercial Bank and HOA are collectively "*Seller*". Buyer and Seller are collectively the "*Parties*".

WHEREAS, Seller operates sewer facilities in the area more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Union County, Tennessee (hereinafter the "*System*"); and

WHEREAS, Buyer is a corporation, organized and existing under the constitution and the laws of the State of Missouri, with expertise in the operation of the System, and all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all the assets, both real and personal, connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area; and

WHEREAS, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Property (as hereinafter defined) of the System.

NOW, THEREFORE, it is mutually agreed that:

1. **SALE OF PROPERTY**. For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the "*Property*");

A. The land, improvements thereon, easements, rights of way, permits, and leases, and other real property interests used or useful for operation of a sewer system in the System area depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Union County, Tennessee;

B. All of Seller's *sewer* service facilities, including but not limited to: all sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;

C. Any additional tools, devices, vehicles, mobile work equipment, furniture, fixtures, machinery, supplies and other tangible items, if any, located in Union County, Tennessee, and used or held for use in connection with the System as described in **EXHIBIT C**, attached hereto;

D. All of Seller's rights, title and interest in and to those agreements set out and described in **EXHIBIT D**, attached hereto;

E. All of Seller's rights, title, and interest in and to any and all warranties, bonds or other financial assurances or guaranties, pertaining to, allocable to or arising out of the provision of sewer service and/or the System;

F. All of Seller's inventory, merchandise, and supplies pertaining to sewer service; and

G. All assets not described which are located in Union County, Tennessee, and used or useful to operate the System, expressly excepting therefrom, and from any other assets described in the paragraphs above of this Section, any and all cash, cash equivalents and banking deposits in existence prior to the

Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller.

2. **CONVEYANCES OF REAL ESTATE.** The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer and other utility easements. The real estate will be conveyed by special warranty deed, in a form satisfactory to Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to the Closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the state of Tennessee (the "Title Commitment"). After delivery of said Title Commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto. If there shall be no such notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller shall have five (5) business days to correct the title and the Closing shall be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY APPROVAL.** Seller and Buyer shall act diligently and cooperate with each other to obtain any regulatory approvals required from the Tennessee Public Utility Commission ("TPUC"), Tennessee Regulatory Authority ("TRA"), or any other regulatory agency in the state of Tennessee, as determined by Buyer in its reasonable discretion, and to obtain transfer of Seller's permits, if any. Buyer and Seller agree to assist the other in this process when requested to do so.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing One Dollar (\$1.00) for purchase of the Property ("Purchase Price").

5. **CLOSING.** The Closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Conditions Precedent set forth herein, or at such other time as the parties hereto may mutually agree (the "Closing"). At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Property to be sold as provided in this Agreement, and Buyer will deliver to Seller the Purchase Price. Buyer will pay all sales, transfer, and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

On the date of the Closing, Buyer shall accept and assume ownership and title to the Property to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Property going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Property that existed prior to the date of the Closing.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

The Seller represents and warrants as follows:

A. **Organization, Good Standing, and Authority of Seller.** Commercial Bank is a Tennessee banking corporation organized, existing, and in good standing under the laws of the state of Tennessee. HOA is a Tennessee nonprofit corporation organized, existing, and in good standing under the laws of the state of Tennessee. The execution and delivery of this Agreement by Seller and the sale of the

Property as contemplated hereby have been duly authorized by Seller, and all necessary action on the part of Seller has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

B. **Liabilities.** All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Property are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. **Absence of Certain Changes.** Deleted.

D. **Title to Properties.** To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Property to be sold under this Agreement, subject only to matters disclosed in the Title Commitment.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor prior to closing to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Buyer shall have until twenty (20) calendar days prior to the Closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

E. **Authority to Operate.** The Property constitutes all of the assets presently owned by the Seller pertaining to the System. Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

F. **Litigation.** There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Property, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Property, or the System, except as otherwise disclosed to Buyer.

G. **No Violation or Breach.** The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

7. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.** Buyer is a corporation organized, existing under the constitution and laws of the State of Missouri in good standing, and has the requisite power to purchase the Property which are to be sold pursuant to the terms of this Agreement.

B. **Authority.** The execution and delivery of this Agreement by Buyer and the purchase of the Property as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

C. **Operation of the System.** Buyer or its affiliated entities have the requisite know how, skill and capitalization to operate the System after the Closing in accordance with State and Federal law.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Regulatory Approval.** The TPUC and TRA shall have, if necessary, authorized or approved the sale, transfer or disposition of the Property to Buyer from Seller, the proposed financing, and any schedule of compliance for proposed utility improvement projects for regulatory compliance deemed necessary by Buyer, each in form and substance (including without limitation with respect to the terms and conditions contained in such approval) acceptable to Buyer in Buyer's sole and absolute discretion. Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

B. **Representations and Warranties True at Closing.** Seller's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

C. **Performance.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the date of the Closing, to include TPUC assessments.

D. **Feasibility.** Completion of Buyer's examination, testing and inspection of the Property, the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Property, and any other due diligence determined by the Buyer as necessary in order to determine the feasibility of this acquisition, the results of any of the foregoing to be satisfactory to Buyer, in its sole and absolute discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "*Inspection Period*." During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Property; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Property as intended by Buyer.

E. **No Casualty.** The Property shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to the Closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Representations and Warranties True at Closing.** Buyer's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

B. **Performance.** Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

10. **INDEMNIFICATION.** Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly, the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

Buyer shall, and hereby does agree to indemnify and hold harmless Seller, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Buyer, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, after the date of the Closing;

B. Any claim, damage or deficiency that arises after the Closing resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement (it being understood that there shall be no indemnity by the Buyer if the Closing does not occur other than for such claims related to any actual damage done to the Property by the Buyer or its agents);

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly, the storage or disposal of hazardous waste or materials by the Buyer or its affiliates after the date of the Closing;

E. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Buyer shall reimburse Seller, on demand, for any payment involuntarily made, required by law to be made,

or with the consent of Buyer made by Seller at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Buyer contained in this section relates.

11. **FEES AND COMMISSIONS.** Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS.** Seller shall maintain current hazard insurance in force on the Property until the Closing. The risk of loss to the Property shall pass to Buyer upon delivery of possession of the Property to Buyer. If an event of casualty occurs to the Property prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **BENEFIT.** All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer.

14. **GOVERNING LAW.** This Agreement is being delivered and is intended to be performed in the State of Tennessee, and shall be construed and enforced in accordance with the laws of such state.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

16. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

17. **ENTIRE AGREEMENT.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. **SUCCESSION AND ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the Seller by providing written notice to the Seller of such assignment, and thereafter Buyer shall remain liable for all obligations hereunder jointly and severally with its affiliated assignee. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

19. **HEADINGS.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **NOTICES.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m.

on a business day to the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

Josiah Cox, President
Central States Water Resources, Inc.
1630 Des Peres Road, Suite 140
St. Louis, MO 63131
Facsimile: (314) 238-7201

With a Copy to:

James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 63131
Phone: (314) 965-2277
Facsimile: (314) 965-0127
E-mail: jim@bl-stl.com

If to Seller:

Phone: _____
Facsimile: _____
Email: _____

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. **AMENDMENTS AND WAIVERS.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **SEVERABILITY.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. **EXPENSES.** Buyer and Seller shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for the Closing.

24. **CONSTRUCTION.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

25. **INCORPORATION OF EXHIBITS.** The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

26. **DEFAULT; ATTORNEY'S FEES.** If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.

27. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

28. **CONFIDENTIALITY.** Buyer and Seller shall keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to conduct its due diligence or either party to close this transaction.

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

SELLER:

Commercial Bank, a Tennessee banking corporation

By: 

Name: ADAM ROBERTSON

Title: PRESIDENT

Sunset Cove Condominium HOA of Norris Lake, Inc.,
a Tennessee nonprofit corporation

By: _____

Name: _____

Title: _____

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: 

Josiah Cox (Sep 27, 2022 14:18 CDT)

Josiah Cox, President

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

SELLER:

Commercial Bank, a Tennessee banking corporation

By: _____

Name: _____

Title: _____

Sunset Cove Condominium HOA of Norris Lake, Inc.,
a Tennessee nonprofit corporation

By:  _____

Name: Paula Potter

Title: President

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By:  _____

Josiah Cox (Sep 27, 2022 14:18 CDT)
Josiah Cox, President

EXHIBIT A

Service Area Description

[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE FINALIZED PRIOR TO CLOSING]

EXHIBIT B

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by
survey and title commitments, which shall be inserted prior to the Closing).

[TO BE FINALIZED PRIOR TO CLOSING]

The following described lots, tracts or parcels of land, lying, being and situate in the County of Union, State of Tennessee:

All interests in land used or useful in operation of the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. [FILE NUMBER], issued by [TITLE COMPANY], as agent for [UNDERWRITER].

EXHIBIT C

Personal Property and Equipment
(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

[TO BE FINALIZED PRIOR TO CLOSING]

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.

Additional Personal Property

EXHIBIT D

Rights Via Agreements, Contracts, Misc.

[TO BE FINALIZED PRIOR TO CLOSING]

Agreement for Sale of Utility System (Commercial Bank - Sunset Cove)

Final Audit Report

2022-09-27

Created:	2022-09-22
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_8zI-8aCUB_jMxERn05jydm8IY2iTqQ1

"Agreement for Sale of Utility System (Commercial Bank - Sunset Cove)" History






-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2022-09-22 - 8:56:36 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
2022-09-22 - 8:57:20 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
2022-09-27 - 7:18:37 PM GMT- IP address: 35.134.151.130
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2022-09-27 - 7:18:49 PM GMT - Time Source: server- IP address: 35.134.151.130
-  Agreement completed.
2022-09-27 - 7:18:49 PM GMT

EXHIBIT 8

Assignment of Rights Agreement

ASSIGNMENT OF CONTRACT RIGHTS

This Assignment of Contract Rights ("Assignment") is executed as of the 25th day of January, 2023, by CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, on September 22, 2022, Assignor entered into that certain Agreement for Sale of Utility System ("Purchase Agreement") with Commercial Bank, a Tennessee banking corporation, and Sunset Cove Condominium HOA of Norris Lake, Inc., a Tennessee nonprofit corporation (collectively "Seller");

WHEREAS, Section 18 of the Purchase Agreement provides that Assignor may assign its rights to the Purchase Agreement to an entity affiliated with Assignor and controlled by Assignor upon notice to Seller, but without the need for Seller's consent;

WHEREAS, Assignee is an entity affiliated with Assignor that Assignor controls;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree:

As of the date of this Assignment, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Purchase Agreement, and any amendments or addendums thereto.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

CENTRAL STATES WATER RESOURCES,
INC., a Missouri corporation

By: 

Josiah M. Cox, President

ASSIGNEE:

LIMESTONE WATER UTILITY OPERATING
COMPANY, LLC, a Tennessee limited liability
company

By: CENTRAL STATES WATER RESOURCES,
INC., its manager

By: 

Josiah M. Cox, President

EXHIBIT 9

Pre-filed Direct Testimony of Josiah Cox

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 1630 Des Peres Road, Suite 140, St. Louis Missouri, 63131.

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

A. I am 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 Tennessee Public Utility Commission (the “Commission” or “TPUC”) approves the application at issue in this case.

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-

1 degradation processes), design, permitting, project management, and construction
2 management. I also ran the firm's environmental consulting division and was the second
3 private consultant to submit a water quality impact study in the state of Missouri in 2003.
4 I joined the engineering firm's executive leadership team and helped run all the firm's
5 operations.

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

21 During this time, I began the Master of Business Administration (MBA) program
22 at Washington University in St. Louis, from which I graduated in 2007. In addition, starting
23 in 2008, I took over the operations of an existing rural sewer district, and I still operate a

1 system managing the functioning, testing, and maintenance of the system. I also act as the
2 administrator for this municipal system, performing all the billing, emergency response,
3 accounts payable/accounts receivable, collections, budgeting, customer service, and public
4 town meetings required to service the community.

5 In late 2010, after working on several small, failing water and wastewater systems,
6 I created a business plan to acquire failing systems and to recapitalize and operate those
7 systems as investor-owned regulated water and wastewater utility companies. In early
8 2011, I went to the capital markets to raise money to implement my plan. Over a period of
9 approximately three years, I met with over fifty-two infrastructure investment groups
10 trying to raise necessary financing. In February 2014, I achieved my goal, and I used the
11 debt and equity capital I was able to raise to start CSWR. In 2018, I was able to attract an
12 additional large institutional private equity investor, which allowed me to expand the scope
13 of my business plan. This new investor is allowing CSWR to form companies for the
14 purpose of acquiring water and wastewater systems in additional states. Since its formation,
15 CSWR's affiliates have acquired, and currently are operating, approximately 800 water or
16 wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, Mississippi,
17 North Carolina, South Carolina, Florida, Arizona, and Arkansas. In Missouri, those
18 systems are regulated by the Missouri Public Service Commission; in Kentucky they are
19 regulated by the Kentucky Public Service Commission; in Louisiana they are regulated by
20 the Louisiana Public Service Commission; in Texas they are regulated by the Public Utility
21 Commission of Texas; in Tennessee they are regulated by the Tennessee Public Utility
22 Commission; in Mississippi they are regulated by the Mississippi Public Service
23 Commission; in North Carolina they are regulated by the North Carolina Utilities

Commission; in South Carolina they are regulated by the South Carolina Public Service Commission; in Arizona they are regulated by the Arizona Corporation Commission; in Florida they are regulated by the Florida Public Utilities Commission; and in Arkansas, the systems are outside the Arkansas Public Service Commission's jurisdiction due to the fact each system falls below annual revenue thresholds that trigger regulation in that state.

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

A. The purpose of my testimony is to support the application ("Joint Application") submitted in this matter by Limestone, Sunset Cove Condominium of Norris Lake, Inc., ("Sunset Cove") and Commercial Bank (collectively, "Joint Applicants"), which seeks Commission authority for Limestone to acquire all assets currently used by Sunset Cove to provide wastewater utility service to customers in Union County, Tennessee. My testimony describes the proposed transaction and explains why the Joint Applicants believe authorizing consummation of the transaction is in the public interest. I also describe Limestone's relationship to CSWR, the role CSWR would play in Limestone's operation of the wastewater system at issue in this case, and the benefits Limestone's relationship with CSWR would bring to customers served by this system. Finally, I provide the Commission information required by Commission rules applicable to the Joint Application. In this testimony, I also verify that all information included in the Joint Application 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 Tennessee limited liability company formed to acquire water and wastewater assets in Tennessee and to operate those assets as a regulated public utility. In its Docket No. 19-00062, the Commission authorized Limestone to acquire and operate water and wastewater systems previously owned by Aqua Utilities Company, Inc.¹ Likewise, the Commission granted Limestone the authority to acquire and operate other systems, as well, including those of Cartwright Creek, LLC, Shiloh Falls Utilities, Inc., Chapel Woods Home Owners Association and Candlewood Lakes.² Currently, Limestone serves approximately 450 water customers and 1,900 wastewater customers in Tennessee. If the Commission grants the requests the Joint Applicants have made in this case, Limestone would acquire, own, and operate the wastewater system currently owned by Sunset Cove and Commercial Bank and operated by Sunset Cove (the “System”).

Limestone is an indirect subsidiary of CSWR, a Missouri limited liability company formed to provide managerial, technical, and financial support to Limestone and its utility

¹ See *Order Approving Sale of Assets, Property, and Real Estate and Certificate of Public Convenience of Aqua Utilities Company, LLC Subject to Conditions and Requirements of the Tennessee Public Utility Commission*, TPUC Docket No. 19-00062 (Dec. 7, 2020).

² See *Order Approving Settlement Agreement and Transfer of Systems and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (Jan. 24, 2022) (acquisition of wastewater system previously owned by Cartwright Creek, LLC); *Order Approving Settlement Agreement and Transfer of Systems and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00055 (Dec. 2, 2022) (acquisition of water and wastewater system previously owned by Shiloh Falls Utilities, Inc.); *Order Approving Settlement Agreement and Transfer of System and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00060 (Dec. 2, 2022) (acquisition of wastewater system previously owned by Chapel Woods); and *Order Approving Petition for Reconsideration of Commission Order Approving Settlement Agreement and Transfer of Systems, Granting Certificate of Public Convenience and Necessity, and Disallowing Continuation of Candlewood Lakes POA;s Water Availability Fee*, TPUC Docket No. 21-00059 (Commission approving acquisition of Candlewood Lakes and granting CCN to Limestone) (May 1, 2023).

1 operating affiliates. A corporate organization chart illustrating that relationship is attached
2 as **Exhibit 5** to the Joint Application.

3 To date, CSWR-affiliated utility operating companies, such as Limestone in
4 Tennessee, have acquired and are operating water or wastewater systems in Missouri,
5 Kentucky, Louisiana, Texas, Tennessee, Mississippi, North Carolina, South Carolina,
6 Florida, Arizona, and Arkansas. Our affiliated group has additional applications pending
7 in many of those states, as well as in California, to acquire even more such systems.

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

11 A. CSWR's business plan is to pursue the purchase and recapitalization of small water and
12 wastewater systems and to operate those systems as investor-owned regulated utilities.
13 Many of those systems are not currently regulated. Of those that are regulated, many, if not
14 most, are out of compliance with utility commission rules and with federal or state pollution
15 and safety laws and regulations. Indeed, many systems we acquire do not even have federal
16 or state permits required to lawfully operate those systems. We also have found that many
17 regulated systems we acquire have not increased their rates for a decade or more and, as a
18 result, lack the financial resources necessary to build, maintain, and replace assets used to
19 provide safe and reliable service or bring their operations into compliance with rapidly
20 changing environmental and water quality regulations. Some systems we acquire are in
21 receivership and, therefore, lack the ability to raise capital necessary to improve their
22 systems. However, because it has found investors willing to make investments and take
23 risks necessary to bring small water and wastewater systems into compliance with current

1 statutes, rules, and regulations, CSWR, through its affiliates, has been able to acquire
2 distressed systems, invest capital necessary to upgrade or repair physical facilities, and
3 operate those systems in a way that serves the public interest and satisfies customers,
4 regulators, and investors alike.

5 CSWR's business plan and the expertise its personnel provide to affiliates have
6 convinced regulators in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi,
7 North Carolina, South Carolina, Florida, and Arizona to permit Limestone to acquire and
8 operate numerous small water and wastewater systems in those states, and we expect to be
9 authorized to acquire additional systems in those and other states in the future. If the
10 Commission authorizes Limestone to acquire the System, they would be added to the
11 portfolio of systems the Company currently operates in Tennessee. We hope the
12 Commission will give us the same opportunity in this case it gave us in the previous Aqua
13 Utilities, Cartwright Creek, Shiloh Falls Utilities, Chapel Woods and Candlewood Lakes
14 acquisition cases, so we can continue in Tennessee the record of success our affiliated
15 group has achieved elsewhere.

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

18 A. Limestone and its affiliates have the financial, technical, and managerial ability to acquire,
19 own, and operate Sunset Cove's wastewater systems in a manner that fully complies with
20 applicable health, safety, and environmental protection laws and regulations and provides
21 reliable, safe, and adequate service to customers. Limestone demonstrated this to the
22 Commission in TPUC Docket Nos. 19-00062, 21-00053, 21-00055, 21-00059 and 21-
23 00060. Limestone is part of an affiliated group that currently owns and operates wastewater

1 systems serving more than 200,000 customers and drinking water systems serving more
2 than 127,000 customers in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi,
3 North Carolina, South Carolina, Florida, Arizona, and Tennessee.

4 The overall business plan of our affiliate group is to purchase and recapitalize small
5 water and wastewater systems and operate those systems as public utilities. We currently
6 rank as one of the five (5) largest owner/operators of small water and wastewater systems
7 in the United States. And, as of the end of 2022, the CSWR-affiliated group of utilities is
8 the single largest owner/operator of individual wastewater treatment plants in the United
9 States. In addition to the systems our affiliate group currently owns and operates, we have
10 additional acquisition applications pending in Missouri, Texas, Kentucky, Louisiana,
11 North Carolina, Arizona, Mississippi, Florida, and California. For our affiliate group, water
12 and wastewater utility service providers are not legacy businesses we want to abandon.
13 Rather, they represent the current and future businesses we want to pursue and expand.

14 Because we are one of the largest individual water and wastewater systems owners
15 in the United States committed to providing safe and reliable service that complies with all
16 applicable regulations, we have on staff, or can efficiently engage, skilled professionals
17 who have the most recent, up-to-date knowledge and experience necessary to operate our
18 water and wastewater systems. Our in-house workforce also has the most relevant recent
19 experience refurbishing small, distressed utilities in the country, and we routinely
20 supplement those in-house resources with qualified, third-party contractors with whom we
21 work on a regular basis. Having sufficient qualified personnel to operate the System we
22 propose to acquire will not be a problem for Limestone or CSWR.

1 On the wastewater side of the business, our affiliate group has purchased
2 wastewater treatment plants with associated sewer pumping stations, gravity force mains,
3 and gravity conveyance lines. With the approval of state wastewater regulatory authorities,
4 since March 2015, CSWR-affiliated companies have designed, permitted, and completed
5 construction of numerous sanitary sewer system improvements. These improvements
6 include wastewater line repairs to remove infiltration and inflow, building sewer main
7 extensions, the repair of multiple lift stations, the construction of lift stations, the closure
8 of an existing regulatory impaired wastewater system, building two fully activated sludge
9 plants, constructing moving bed bio-reactor plants (“MBBR”), converting multiple failing
10 wastewater systems into sludge storage/flow equalization and treatment basins, converting
11 failed mechanical systems to I-Fast systems, and constructing various other wastewater
12 supporting improvements.

13 On the water side of the business, since March 2015, affiliates have designed,
14 permitted, and completed construction – with the approval of state regulatory authorities –
15 of upgrades and improvements to numerous drinking water systems. Those upgrades and
16 improvements include constructing ground water storage tanks and drinking water
17 pressurization pump assemblies, drilling water wells, erecting or rehabilitating well houses,
18 closing failed wells, blasting/coating water storage tanks, replacing meter pits with new
19 meters, replacing or repairing numerous water distribution lines, installing numerous
20 isolation valve systems, installing multiple flush hydrants, repairing hundreds of leaking
21 lines, and constructing or rehabilitating various other improvements to existing drinking
22 water systems.

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

3 A. Yes, it does, as evidenced by the fact CSWR already is providing those and other similar
4 services for water and wastewater systems in Missouri, Arkansas, Kentucky, Louisiana,
5 Texas, Mississippi, North Carolina, South Carolina, Florida, Arizona, and Tennessee. I
6 already described my background and experience in the water and wastewater utility
7 industry. Additionally, as outlined in the Joint Application, the resumes of the other key
8 members of CSWR's senior team who would be involved in Limestone's operations show
9 that we are all well-qualified to meet the demands of Limestone and its customers and to
10 satisfy the rules, regulations, and requirements of this Commission and other regulators
11 charged with overseeing Limestone's operations. The types and quality of services CSWR
12 provides Limestone are not usually available to small systems like the one operated by
13 Sunset Cove. However, CSWR's business model was developed to provide that expertise
14 and experience to affiliates and to do so while achieving economies of scale attributable to
15 CSWR's centralized management structure. Not only would CSWR and Limestone provide
16 current Sunset Cove customers expertise and professional depth not generally available to
17 small water and wastewater systems, our affiliate group can realize economies of scale that
18 would not be possible if Limestone had to acquire or provide such expertise and support
19 on a company- or system-specific basis. The unique availability of these efficiencies and
20 resources will result in the customers served by the System obtaining the benefit of the
21 very best in technological advances, national experience and industry exposure.

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

3 A. Yes. In addition to the capital improvements made on systems our affiliate group has
4 acquired, we have built from scratch customer service systems that meet or exceed
5 regulatory commission rules and provide numerous benefits to the customers.

6 If the Joint Application is approved, Limestone would implement operational
7 changes to improve and enhance service to Sunset Cove’s current customers. For example,
8 those customers would have access to a 24-hour phone line to report any utility service
9 issues. Those calls would then be transferred into the computerized maintenance
10 management system and converted into work orders, which creates a historical record of
11 all reported service issues. The work order also will ensure contracted customer service
12 personnel can commence work required to deal quickly and efficiently with any customer
13 service issues. Second, Limestone would ensure customers have access to customer service
14 representatives during normal business hours to talk about any customer concerns and
15 would establish a utility-specific webpage and dedicated email address to keep customers
16 informed about their utility service. Information available on the website would include
17 dissemination of state-mandated information, up-to-date website bulletins about service
18 issues, and procedures for service initiation or discontinuance. Mirroring relevant utility
19 homepage information, Limestone would provide a dedicated social media page to offer
20 another avenue of communication with customers about utility matters. The social media
21 account is manned by customer service representatives that can answer customer questions.
22 Finally, Limestone offers online bill paying options to customers, including e-checks, debit
23 card, and credit cards.

1 **Q. WHAT EVIDENCE CAN YOU PROVIDE TO SUPPORT YOUR CLAIMS ABOUT**
2 **THE ABILITY OF LIMESTONE’S AFFILIATES TO PROVIDE THESE**
3 **SERVICES OUTSIDE TENNESSEE?**

4 A. The Missouri Public Service Commission and the Missouri Department of Natural
5 Resources have recognized the solid track record CSWR and its affiliates have established
6 for acquiring, rehabilitating, maintaining, and operating troubled water and wastewater
7 systems in that state. In each acquisition case filed by one of Limestone’s utility operating
8 affiliates the regulatory commission considering the application expressly found the state
9 affiliate and the CSWR-affiliated group has the financial, technical, and managerial ability
10 necessary to provide reasonable service to the public.

11 **Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO**
12 **ACQUIRE, OWN, AND OPERATE THE SYSTEM YOU PROPOSE TO**
13 **PURCHASE FROM SUNSET COVE AND COMMERCIAL BANK?**

14 A. Yes, as was demonstrated to the Commission by Limestone in TPUC Docket Nos. 19-
15 00062, 21-00053, 21-00055, 21-00059 and 21-00060. Limestone and CSWR have the
16 financial capacity to finance, own, and operate the System we propose to acquire from
17 Sunset Cove and Commercial Bank. The affiliated group of which Limestone is a member
18 has been able to secure an ongoing commitment from a Wall Street private equity firm to
19 provide capital necessary to purchase small, oftentimes distressed, water and wastewater
20 systems and then make investments necessary to bring those systems into compliance with
21 applicable health, safety, and environmental protection laws and regulations. This
22 investment commitment also includes working capital necessary to operate until an
23 application for compensatory rates, where and when appropriate, can be formally requested

1 and approved. To date, CSWR, through its affiliates, has invested almost \$400 million to
2 purchase, upgrade, and operate water and wastewater systems. Although those investments
3 have been almost exclusively in the form of equity, Limestone plans to pursue debt
4 financing from non-affiliated commercial sources that would allow the company to balance
5 its capital structure. Ultimately, Limestone's objective is a capital structure consisting of
6 50%-60% equity and 40%-50% debt.

7 **Q. IF THE AUTHORIZATION REQUESTED IN THE JOINT APPLICATION ARE**
8 **GRANTED, WOULD LIMESTONE HIRE CURRENT EMPLOYEES TO**
9 **PROVIDE SERVICE IN THE AREAS SERVED BY SUNSET COVE?**

10 A. No, Limestone does not plan to hire Sunset Cove's current employees to perform any
11 services after closing.

12 **Q. AFTER CLOSING THE PENDING ACQUISITION TRANSITION, HOW DOES**
13 **LIMESTONE PROPOSE TO PROVIDE SERVICE TO CUSTOMERS OF THOSE**
14 **SYSTEM?**

15 A. If the Joint Application is approved, Limestone intends to hire a local, non-affiliated third-
16 party Operations and Maintenance ("O&M") firm that has knowledgeable and experienced
17 personnel, carries required state licenses, and has insurance coverage necessary to manage
18 daily the System at issue in this case. This is what Limestone has efficiently and
19 successfully done at the former Aqua Utilities, Cartwright Creek, Chapel Woods, and
20 Shiloh Falls systems. It also is the approach that Limestone's affiliated utility operating
21 companies have successfully employed at the water and wastewater systems they operate
22 outside Tennessee.

1 In addition to its service obligations during normal business hours, the O&M firm
2 would be required to have a 24-hour emergency service line to deal with customers
3 experiencing service disruptions. However, notice of all service disruption calls would be
4 forwarded to me, as CSWR's manager and the executive ultimately responsible for service
5 in the areas served by each of CSWR's utility affiliates. CSWR has developed a centralized
6 computerized maintenance management system (CCMS) that monitors the performance of
7 our drinking water and wastewater systems and allows us to track the ongoing maintenance
8 and testing work performed by the O&M contractors we employ at each of our facilities.
9 In addition, CSWR uses geographic information system ("GIS") survey information to
10 accurately map all infrastructure assets, which allows the Company to specifically target
11 ongoing infrastructure re-investment as part of the overall managerial and technical support
12 CSWR provides each of its utility operating affiliates.

13 Limestone also would use a non-affiliated third-party customer service firm to
14 handle service-related billing questions. That firm, which is used by all CSWR's utility
15 affiliates, would establish a Limestone-specific customer service email account to field
16 ongoing customer interactions. Customer service representatives employed by the firm
17 would be available during normal business hours, would take messages twenty-four hours
18 a day, and all customer correspondence would be recorded and logged to consumers'
19 accounts to ensure the highest level of service.

20 While day-to-day operational and customer service functions would be provided by
21 non-employee contractors, all management, financial reporting, underground utility safety
22 and location services, Commission regulatory reporting, environmental regulatory
23 reporting and management, operations oversight, utility asset planning, engineering

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

9 **DESCRIPTION OF THE PROPOSED TRANSACTION**

10 **Q. WHO ARE THE SELLERS OF THE SYSTEM?**

11 A. As set forth in the June 21, 2022, Agreement for the Sale of Utility System (the
12 "Agreement"), which is attached to the Joint Application as **Exhibit 7**, the sellers are
13 Sunset Cove and Commercial Bank (hereinafter "Seller"). When Lucus Gunn Properties,
14 LLC, the original developer of Sunset Cove, filed for bankruptcy, Commercial Bank
15 foreclosed on the existing condominium units. Although the System is operated by Sunset
16 Cove, due to the foreclosure both Sunset Cove and Commercial Bank have interests in the
17 System. In order to ensure that all interests in the System, including all assets related to the
18 System and necessary to operate the System are appropriately transferred in this
19 acquisition, both Sunset Cove and Commercial Bank are sellers in the Agreement.

20 **Q. PLEASE DESCRIBE THE WATER AND WASTEWATER SYSTEMS**
21 **LIMESTONE PROPOSES TO ACQUIRE FROM SUNSET COVE.**

22 A. The System serves the Sunset Cove Condominiums. The System consists of two septic
23 tanks at the condo buildings that collect and convey wastewater to the plant, which
24 consists of a re-circulation tank, duplex pumping assembly, recirculation splitter valve,

1 UV disinfection assembly, telemetry and controls panel, and AdvanTex pod filter system.
2 The plant discharges to a drip irrigation system with a return line to the plant. Recent
3 inspections of the Sunset Cove System show most components to be in good condition,
4 though Tennessee Department of Environment and Conservation (“TDEC”) noted that
5 the configuration of the septic tanks at the condos does not match the designs of the
6 System (2 smaller tanks instead of 1) and needs to be verified and reported to the state.
7 Various components are in need of repair or replacement due to neglect.

8 The System was formerly regulated under a non-discharging permit, SOP-12011.
9 However, the permit was allowed to expire on December 31, 2013, and has not been be
10 renewed due to the foreclosure by Commercial Bank against the original developer of
11 Sunset Cove. The lack of a valid permit for the System has otherwise resulted in very
12 little available information regarding recent compliance history. The most recent
13 correspondence from TDEC appears to be an October 2014 letter reiterating that the
14 permit could not be issued under the circumstances related to the aforementioned
15 bankruptcy and subsequent foreclosure. The letter was sent to all current and former
16 property owners.

17 In addition to resolving the permitting issues, which an approved acquisition will
18 do, CSWR’s third party review of the System highlighted several areas that must be
19 addressed to ensure the System can provide safe, reliable, and environmentally compliant
20 service. First, no remote monitoring equipment is present at the utility sites. Remote
21 monitoring should be installed at the treatment plant. Next, there is currently no proper
22 site security. Fencing and a gate must be installed to secure the site at both the plant and
23 the septic tank sites. The septic tanks, recirculation tank, and filter fabric media must be

1 cleaned out to remove accumulated solids and ensure the plant can operate properly at
2 full capacity. There are some odor issues on site, so activated carbon vent filters should
3 be installed on all vents at the treatment plant. There are currently no backup UV bulbs
4 on site for the disinfection system; so backup bulbs must be purchased. Finally, the valve
5 box at the drip field is damaged and should be repaired.

6 Limestone proposes to acquire from the Seller, both Sunset Cove and Commercial
7 Bank, all of the interests and assets they currently own and use to provide service to
8 customers located in Union County. Maps and aerial photographs showing the location of
9 the System are attached as **Exhibit 1** to the Joint Application. The System currently serves
10 approximately 12 unmetered customers.

11 Terms of the proposed asset sale are governed by the Agreement among Sunset
12 Cove, Commercial Bank and Central States Water Resources, Inc. (“Central States”).

13 No closing date for the transaction has been set, but the Agreement identifies
14 various conditions precedent, including obtaining all required regulatory approvals, that
15 must be satisfied before the transaction can close. Section 18 of the Agreement also
16 authorizes Central States to assign all its rights to the acquired assets to an affiliated entity.
17 In accordance with that section, at closing Central States will transfer to Limestone all
18 sewer system assets acquired from Sunset Cove and Commercial Bank. A copy of the
19 document assigning Central States’ interests in Sunset Cove and Commercial Bank’s assets
20 to Limestone is attached as **Exhibit 8** to the Joint Application.

21 **Q. IF THE COMMISSION APPROVES THE JOINT APPLICATION, IS**
22 **LIMESTONE WILLING AND ABLE TO MAKE ANY IMPROVEMENTS**
23 **NECESSARY TO BRING SUNSET COVE’S WASTEWATER SYSTEM UP TO**

1 **STANDARD AND INTO COMPLIANCE WITH APPLICABLE REGULATIONS,**
2 **INCLUDING TDEC REGULATIONS?**

3 A. Yes. If the Commission grants Limestone the authority it seeks in the Joint Application,
4 Limestone and CSWR are willing and able to invest capital necessary to bring the System
5 up to standard and into compliance with applicable law. As I described previously, the
6 affiliate group of which Limestone and CSWR are part has access to capital adequate to
7 make necessary upgrades and improvements to the System and to continue to operate that
8 system in a manner that is in the public interest and complies with applicable statutes, rules,
9 and regulations.

10 **Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR**
11 **THE SYSTEM AT ISSUE IN THIS CASE?**

12 A. Initially, Limestone proposes to charge the rates that are the subject of Limestone's pending
13 Joint Application in TPUC Docket No. 23-00016 (DSH). However, if the revenue
14 requirement for the System increases in the future Limestone may petition the Commission
15 to increase rates or change certain operating regulations. Limestone may also seek authority
16 to consolidate rates of the systems it proposes to acquire in this case with those of other
17 wastewater systems it operates in Tennessee. As outlined in the Joint Application, there
18 are no current specific rates, terms or conditions for the sewer services provided by Sunset
19 Cove. Sunset Cove absorbs the sewer costs for the owners of the condominium served by
20 the System via the homeowners' association dues. Limestone proposes to charge the rates
21 that are the subject of Limestone's pending Joint Application in TPUC Docket No. 23-
22 00016, as DSH & Associates, LLC's facility or system is similar to the Sunset Cove System
23 and both facilities provide the same services in the same geographic area or region. The

distances between the two facilities is only approximately eighteen (18) miles. For these reasons, Limestone proposes to use the same reasonable rates for Sunset Cove as those proposed in Docket No. 23-00016 – a fixed monthly sewer rate of \$43.37.

Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES AND REGULATIONS GOVERNING WASTEWATER UTILITIES AND DO THOSE COMPANIES PLEDGE TO OPERATE THE FOUR SYSTEMS AT ISSUE IN THIS CASE IN A MANNER THAT COMPLIES WITH THOSE RULES AND REGULATIONS?

A Yes, CSWR and Limestone are familiar with the Commission's rules and regulations and pledges to operate all its Tennessee 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 1220-04-13-.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 the amount of \$300,000 in a form that complies with TPUC Rule 1220-04-13-.08. A copy of that surety bond is attached to the Joint Application as **Exhibit 14**.

Q. DO YOU BELIEVE THE PROPOSED TRANSACTION IS IN THE PUBLIC INTEREST?

A Yes. While that support need not be repeated here, I have outlined above the many reasons that this acquisition will best serve Sunset Cove's current customers and the public interest. Consistent with my testimony and the Joint Application, I believe Limestone's proposed

1 acquisition of the wastewater system currently owned by Sunset Cove and Commercial
2 Bank and operated by Sunset Cove would be consistent with and would promote the public
3 interest. Limestone and CSWR are fully qualified, in all respects, to own and operate that
4 system and to otherwise provide safe, reliable, and adequate service. Our industry
5 experience, professionalism and successful track record across the county evidence our
6 unique capability to ensure that efficiencies benefiting the customers are captured and that
7 the resources required to upgrade infrastructure and satisfy regulatory and environmental
8 requirements are available and invested. Further, as it appears that TDEC has no present
9 intentions to issue a permit under the circumstances caused by the bankruptcy and
10 subsequent foreclosure, the acquisition serves the public interest by providing a sustainable
11 path to obtaining the required operating permit to operate the System serve its customers.

12 **Q. DO YOU HAVE ANYTHING TO ADD WITH RESPECT TO THE JOINT**
13 **APPLICATION?**

14 A. Yes. I verify that the Joint Application and the supporting documentation submitted with
15 it are true and correct to the best of my information and belief. Furthermore, Limestone is
16 aware of and will abide by all applicable Tennessee statutes, rules and regulations,
17 including TPUC Rules.

18 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

19 A. Yes, it does.

STATE OF MISSOURI)
)
COUNTY OF ST LOUIS)

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Josiah Cox, being by me first duly sworn deposed and said that:

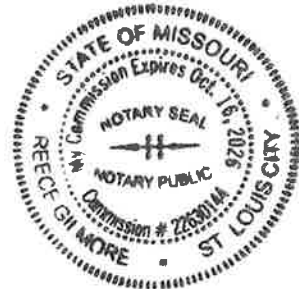
He is appearing as a witness on behalf of Limestone Water Utility Operating Company, LLC before the Tennessee Public Utility Commission, and if present before the Commission and duly sworn, his testimony would be as set forth in his pre-filed testimony in this matter.

Josiah Cox

Sworn to and subscribed before me
this 12th day of SEPTEMBER, 2023.

Notary Public

My Commission Expires: NOV 16, 2026



PUBLIC VERSION

EXHIBIT 10

CSWR's 2020, 2021 and 2022 Consolidated Financial Statements

EXHIBIT 11

Limestone Pro Forma Financial Statements

INCOME STATEMENT - SUNSET COVE/LIMESTONE

	Year 1	Year 2	Year 3
OPERATING REVENUE			
Metered service revenue	\$ 103,359	\$ 103,359	\$ 103,359
Flat rate service revenue	\$ 881,423	\$ 881,423	\$ 881,423
EPA testing surcharge	\$ -	\$ -	\$ -
Re-connect fees	\$ 20,732	\$ 20,732	\$ 20,732
Returned check charge	\$ 10,366	\$ 10,366	\$ 10,366
Late payment charge	\$ 20,732	\$ 20,732	\$ 20,732
Other operating revenue	\$ -	\$ -	\$ -
Total Operating Revenue	\$ 1,036,613	\$ 1,036,613	\$ 1,036,613
OPERATING EXPENSES			
Total salaries and wages (employees only)	\$ -	\$ -	\$ -
Outside labor expenses (non-employees)	\$ 385,153	\$ 385,153	\$ 385,153
Administrative and office expense	\$ 111,560	\$ 111,560	\$ 111,560
Maintenance and repair expense	\$ 31,261	\$ 31,261	\$ 31,261
Purchased water	\$ 38,235	\$ 38,235	\$ 38,235
Purchased sewage treatment	\$ -	\$ -	\$ -
Electric power expense (exclude office)	\$ 86,024	\$ 86,024	\$ 86,024
Chemicals expense	\$ 8,815	\$ 8,815	\$ 8,815
Testing fees	\$ -	\$ -	\$ -
Transportation expense	\$ -	\$ -	\$ -
Other operating expense	\$ 50,316	\$ 50,316	\$ 50,316
Total Operating Expenses	\$ 711,363	\$ 711,363	\$ 711,363
Annual Depreciation Expense	\$ 156,001	\$ 219,136	\$ 219,136
Interest Expense	\$ 199,446	\$ 277,029	\$ 277,029
Total Expenses	\$ 1,066,811	\$ 1,207,529	\$ 1,207,529
INCOME TAXES			
Total Income Taxes	\$ 90,783	\$ 69,388	\$ 69,388
Net income (Loss)	\$ (120,981)	\$ (240,304)	\$ (240,304)

EXHIBIT 12

Resumes of Key CSWR Personnel

Josiah Cox – President

Mr. Cox is President of Red Bird Utility Operating Company, LLC, Red Bird Utility Holding Company, LLC, and also of, Central States Water Resources, LLC, (“CSWR”). Both companies are part of an affiliated group that provides water and/or wastewater utility services to more than 300 customers in 11 states.

Mr. Cox received a Bachelor of Science degree with a major in Environmental Science from the University of Kansas where he was also a student-athlete. Professionally he has worked at the Kansas state biological survey, where he performed a wildlife habitat study. He then worked at a civil engineering firm where he was involved in various facets of the land development process including permitting, entitlement, civil design, project management, and construction management. He focused mainly on the water and wastewater side of the civil engineering business and participated in every aspect of that business from waste-load allocation studies (now known as the anti-degradation processes), to design, permitting, project management, and construction management. He also ran the firm's environmental consulting division and was the second private consultant to submit a Water Quality Impact Assessment in the state of Missouri in 2003. He later joined the engineering firm's executive leadership team and helped run all the firm's operations.

Beginning in 2005, he formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. He gained 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. They did full engineering design of multiple whole community water and wastewater infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and delivered 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, Mr. Cox also began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which he earned his advanced degree and graduated in 2007.

Additionally beginning in 2008, Mr. Cox took over the operations of an existing rural sewer district and to date he still operates a system, managing the functioning, testing, and maintenance of this system. He also acts 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.

In late 2010, after working on several small, distressed water and wastewater systems, Mr. Cox created a business plan to acquire and recapitalize failing systems as investor-owned, regulated water and wastewater utility companies. In early 2011, he went to the capital markets to raise money to implement his plan, and over a period of approximately three years met with more than fifty- two infrastructure investment groups in an attempt to raise necessary financing. In February 2014, he was able to raise sufficient debt and equity capital to start CSWR. In 2018, he attracted an additional large institutional private equity investor, which allowed CSWR to expand the scope of its business plan. Since its formation, CSWR has acquired, and is currently operating more than 800 water and/or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, South Carolina, Tennessee, and Texas.

Marty Moore – Chief Financial Officer

Marty Moore is the Chief Financial Officer of CSWR, LLC, and has held this position since April 2020. As CFO, Mr. Moore provides leadership, direction, and oversight of the finance and accounting teams, managing the process for financial forecasting, budgeting, and reporting in addition to overseeing the human resources and risk management functions.

After receiving a Bachelor of Business Administration in Accounting from Abilene Christian University, Mr. Moore gained a wide range of financial management experience. Moore's extensive senior-level finance and operational expertise includes serving as CFO of international automation equipment manufacturer Baldwin Technology Co., a company he helped Barry-Wehmiller/Forsyth Capital take private in 2012. Prior to that, Mr. Moore held senior leadership positions with Summit Marketing, Consolidated Terminals, Barnhill's Buffet Inc., and Global Materials Services. He began his career at Arthur Andersen. Moore most recently led finance and corporate services as CFO of Gardner Capital, a national affordable housing and renewable energy developer, investor, and tax credit syndicator. He has an extensive background in mergers and acquisitions and works alongside Mr. Cox in accelerating the company's already rapid growth trajectory.

Todd Thomas – Vice President

Todd Thomas holds the office of Senior Vice President of CSWR. Mr. Thomas received his Bachelor of Science in Civil Engineering from The Missouri University of Science and Technology, and a Master of Business Administration from Washington University in St. Louis.

Before joining CSWR, Mr. Thomas was President of Brotcke Well and Pump, Vice President of Operations and Business Development of the Midwest for American Water Contract Operations, and General Manager of Midwest Operations for Environmental Management Corporation. Mr. Thomas currently serves on the Technical Advisory Team for the Public Water Supply District 2 of St. Charles County, MO.

Mr. Thomas's past positions in related industries has provided him with extensive experience in water and sewer utilities. He has in depth, firsthand knowledge about the amount of damage resulting from the lack of maintenance on a well system, and he understands how much money and effort are required to restore a well system after neglect.

In his position as Senior Vice President at CSWR, Mr. Thomas's primary responsibilities include utility operations along with the acquisition, development, and rate stabilization of CSWR- affiliated utilities. Those duties include operations, maintenance, capital planning, and regulatory compliance for all affiliate-owned facilities. He is responsible for the management of all operations and maintenance service providers, and engineering firms.

Mike Duncan –Vice President

Mike Duncan is the Vice President of CSWR and was promoted to that position in October 2020. As Vice President, he has played an integral role in researching, preparing, filing, and processing acquisition applications in Missouri, Kentucky, Tennessee, Louisiana, Texas, North Carolina, and Mississippi. He also has taken a leading role in preparing and filing rate cases in Missouri, Kentucky, and Louisiana.

After receiving his Bachelor of Arts degree from Washington University in St. Louis, the first eleven years of his career were spent as an administrator and later director at a non-profit organization in St. Louis, Missouri. As Executive Director, Mr. Duncan oversaw accounting, finance, human resources, IT, and communications for the organization. During his employment he earned his Master of Business Administration from the Olin School of Business at Washington University. Prior to joining CSWR, he spent two years as Director of Operations with NAPA Auto Tire & Parts, a partner-owned chain of auto parts stores, overseeing projects related to distribution, logistics, IT, and general management.

Jake Freeman – Director of Engineering

Jake Freeman is the Director of Engineering of CSWR and has held this position since January 2019. As Director of Engineering, he oversees the engineering, surveying, and facility construction upgrades for all newly acquired CSWR water and wastewater utilities including those in Arizona, Arkansas, Florida, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, South Carolina, Tennessee, and Texas. He also oversees ongoing capital upgrade projects on all CSWR affiliated and operated facilities.

After receiving a Bachelor of Science degree in Mechanical Engineering from the University of Missouri – Columbia, Mr. Freeman spent the first two years of his career working for Corrigan Mechanical, a design-build mechanical contractor in St. Louis, where he designed, estimated, and managed plumbing, HVAC and process piping construction projects in Missouri and southern Illinois. He then spent eleven years performing similar tasks for Brotcke Well & Pump, a well and pump service contractor servicing water wells and water treatment equipment throughout Missouri, Illinois, Kentucky, and Kansas. Prior to his employment with CSWR, he held the position of Vice President of Brotcke Well & Pump and Principal for their engineering services and managed their newly opened office in Kansas City.

Jo Anna McMahon - Vice President of Government Affairs

Jo Anna McMahon is the Vice President of Government Affairs for CSWR. Ms. McMahon holds several top water and wastewater certifications throughout the country. She received her Bachelor of Business Administration degree from the University of Arkansas at Little Rock, and will be graduating in May 2023 with a Master of Business Administration degree at from Washington University in St. Louis, Missouri.

Before joining CSWR, Ms. McMahon worked for both public and private utilities, respectively serving a both municipality and military installations. Ms. McMahon has extensive experience as both an Operations Coordinator and as a Specification Specialist.

In her previous position as Director for Environmental Health and Safety at CSWR, her responsibilities included managing daily operations of wastewater and water treatment facilities of various sizes ranging from 3,600 gallons per day (gpd) to 64,000,000 gpd. Throughout that time, Ms. McMahon led teams of operators in creating and executing infrastructure improvement plans, managing and developing employees, and providing a standard of excellence in customer service while keeping facilities and operations within regulatory compliance throughout Louisiana, Kansas, and Arkansas.

Ms. McMahon's previous employment equipped her with invaluable experience in water and sewer utilities. She has a wide range of firsthand experience in managing water and wastewater treatment facilities safely and in a financially and operationally sound manner.

Chelsie Carter - Director of Customer Experience

Chelsie Carter is the Director of Customer Experience at CSWR. Ms. Carter joined CSWR in 2021 as Customer Experience Manager and was promoted to Director level within seven months, leading an overhaul of the CSWR's customer service functions during a period of dramatic growth.

Ms. Carter first earned a Bachelor of Science degree followed by her Master of Business Administration from Lindenwood University. She has a strong background in training and management as well as extensive experience with utility providers. Prior to joining CSWR, she led the Accounts Receivable division at the St. Louis Metropolitan Sewer District, where she also served as the point of contact for dozens of major accounts. Areas of oversight included billing \$34M per month in customer invoices, customer service for 430k customers, processing an average of \$1M in payment remittance per day and collecting more than \$92M in delinquent accounts. Ms. Carter also spent 16 years with American Water, starting as the supervisor for the Customer Call Center and working her way up to Business Services Specialist. In this role she was the point of contact for the Public Service Commission on customer-related issues and resolutions. She has provided direction and support for several rate cases, acquisitions, and software implementations.

Since joining CSWR, Ms. Carter continues to oversee the entire customer life cycle, focusing on improving the customer experience in the areas of self-service, software systems and processes.

for several rate cases, acquisitions, and software implementations.

Since joining CSWR, Ms. Carter continues to oversee the entire customer life cycle, focusing on improving the customer experience in the areas of self-service, software systems and processes.

EXHIBIT 13

Customer Notification Letter Draft

Customer Notification Letter Draft

March xx, 2023

Dear Current Customer of Sunset Coves Condominiums HOA,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and DSH & Associates, LLC (DSH) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for DSH to sell to Limestone Water its sewer system assets. DSH is currently serving approximately 1 connection in Union County.

If the proposal is approved by the TPUC, Limestone Water be subject to the jurisdiction of the TPUC in the following service areas:

- Sunset Coves Condominiums

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

After completing the proposed acquisition of these service areas, 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 at:

502 Deaderick Street
4th Floor
Nashville, TN 37243
(800) 342-8359
675-747-2904
contact.tpuc@tn.gov

Refer to TPUC Docket Number _____ 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

EXHIBIT 14

Surety Bond

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

Bond #: RCB0036021

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 Three Hundred Thousand and 00/100 (\$300,000.00) 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 19th of January, 2022, 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 Three Hundred Thousand and 00/100 (\$300,000.00). 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

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

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

RLI Insurance Company
Name of Surety

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

SIGNATURE OF SURETY AGENT

Name: Trudy Whitrock
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 ~~TENNESSEE~~ Missouri
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 Operating Co, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 20th day of January, 2022.

My Commission Expires:

May 4th, 2024

Daniel Ryan Janowiak
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 Trudy Whitrock 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 19th day of January, 2022.

My Commission Expires:

April 9th, 2022

David Christopher James
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:

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, Michelle Wilson, 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 19th day of February, 2021.



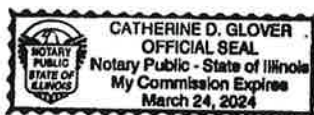
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of February, 2021, 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.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

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 19th day of January, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

EXHIBIT 15

Officer/Key Employee Organization Chart

ORGANIZATION CHART 11/30/2022

67 Full Time Employees

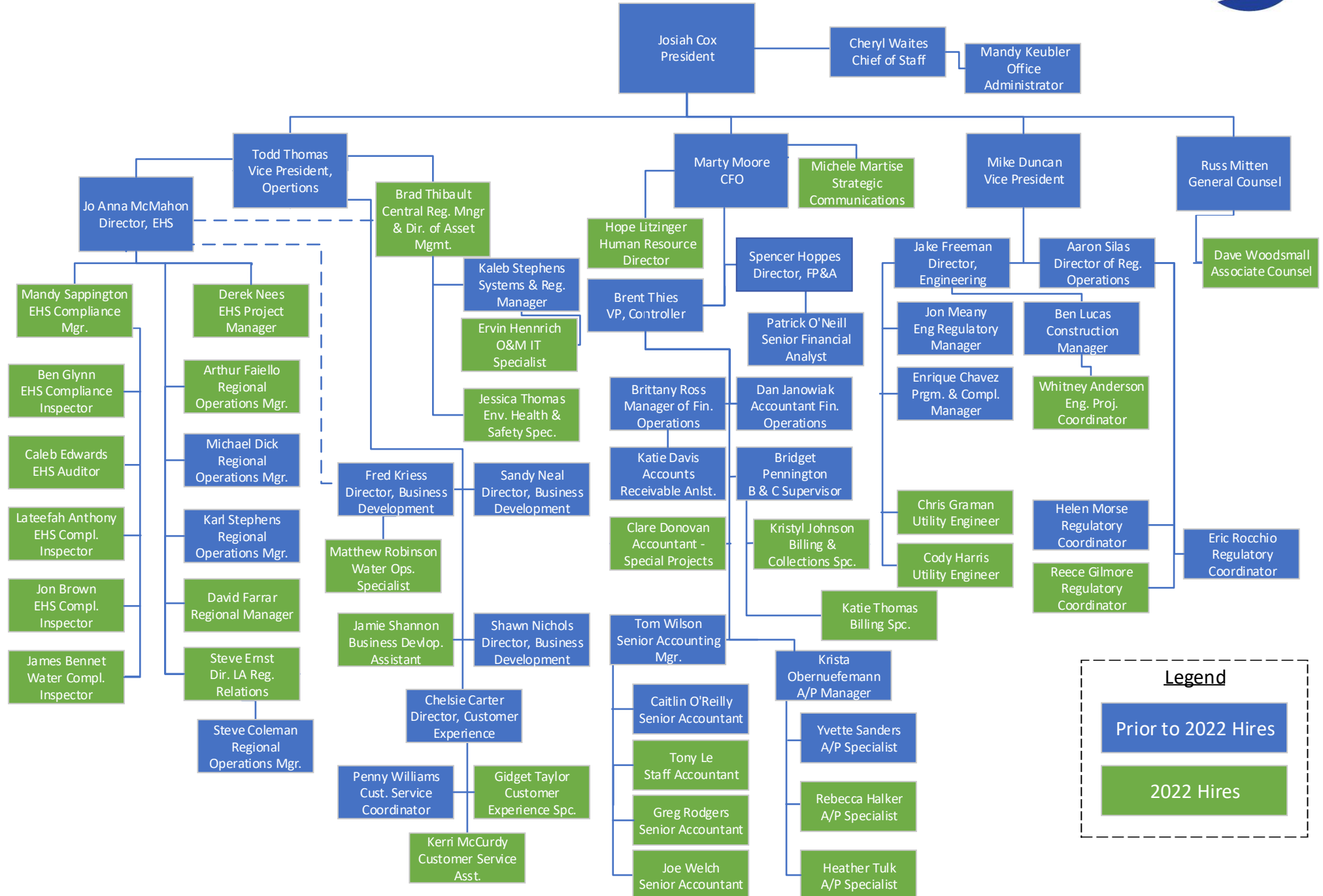


EXHIBIT 16

Sunset Cove Expired State Operating Permit



10/10/14

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

October 10, 2014

To Whom It May Concern:

Subject: **Administrative Inactivation of Permit Application; Permit No. SOP-12011**
Sunset Cove Condominium HOA, Inc.
Maynardville, Union County, Tennessee

This permit action follows up the permit application received on May 11, 2012, and the follow up meeting conducted between the division staff and representatives of Lucas-Gunn properties staff on May 6, 2013. The division appreciates the efforts Lucas-Gunn Properties made to establish an arrangement consistent with our requirement that service to primary residential units be by a public sewer agency. The division understands from information made available to the public via the state tax assessor's office that the company no longer owns this property. Additionally, the division recognizes that the treatment system is installed and capable of being used. For these reasons the division is notifying potentially interested persons that the permit coverage will not be issued for the current application.

It is a violation of state law to operate this sewerage system without a permit. Persons interested in acquiring an operation permit for this system may contact Mr. Wade Murphy at (615) 532-0666 or by email at wade.murphy@tn.gov. They may also contact the Knoxville Environmental Field Office at 1-888-891-TDEC.

Sincerely,

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

cc: Permit File
Knoxville Environmental Field Office
Mr Alan Gilbert, Commercial Bank, PO BOX 400, Harrogate, TN 37752
Mr. Terry Gunn, Lucas-Gunn Properties, LLC, wtgunn129@yahoo.com
Mr. Jerry Lucas, Lucas - Gunn Properties, LLC, jlucjre@aol.com
Mr. Allen Rather, Environmental Specialist 5, TDEC Division of Water Resources, Allen.rather@tn.gov
Barbara J. & Stephen B. Hines, Owners, Sunset Cove Dr. #214, , 351 Eldorado Cir, Seymour, TN 37865
Mr. Douglas S. Hodge, PhD, PMP, Manager, DSH & Associates, LLC, Hodge.dsh@gmail.com



Tennessee Department of Environment and Conservation
Division of Water Pollution Control
401 Church Street, 6th Floor L & C Annex
Nashville, TN 37243-1534
(615) 532-0625

SOP-08023

APPLICATION FOR A STATE OPERATION PERMIT (SOP)

Type of application: ☐ New Permit ☐ Permit Reissuance ☐ Permit Modification

Permittee Identification: (Name of city, town, industry, corporation, individual, etc., applying, according to the provisions of Tennessee Code Annotated Section 69-3-108 and Regulations of the Tennessee Water Quality Control Board.)

Permittee

Name

(applicant): Sunset Cove Condominium HOA, Inc.

Permittee

Address: P.O. Box 876 Maynardville, TN 37807

Official Contact:

W. Terry Gunn

Title or Position:

President

Mailing Address:

P.O. Box 876

City:

Maynardville

State:

TN.

Zip:

37807

Phone number(s):

931-308-3570

E-mail:

wtgunn129@yahoo.com

Optional Contact:

Douglas S. Hodge

Title or Position:

Contractor

Address:

4028 Tazilana

City:

Knoxville

State:

TN.

Zip:

37919

Phone number(s):

865-622-2452

E-mail:

dshassociates.com
hodge.dsh@gmail.com

Application Certification (must be signed in accordance with the requirements of Rule 1200-4-5-.05)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name and title; print or type

W. T. Gunn, President

Signature

W. T. Gunn

Date

5-11-12

Rec'd 5/14/12
JMM

RECEIVED

U.S. ENVIRONMENTAL PROTECTION AGENCY

REGIONAL OFFICE

Facility Identification:		Existing Permit No.	
Facility Name: <u>Sunset Cove Condominiums</u>		County: <u>Union</u>	
Facility Address or Location: <u>211 Sunset Cove Drive</u>		Latitude: <u>36.319333</u>	
<u>Maynardville, TN 37807</u>		Longitude: <u>-83.7265</u>	
Name and distance to nearest receiving waters:			
If any other State or Federal Water/Wastewater Permits have been obtained for this site, list their permit numbers: <u>SOP # 08023</u>			
Name of company or governmental entity that will operate the permitted system: <u>Sunset Cove Condominium HOA, Inc</u>			
Operator address: <u>P.O. Box 876 Maynardville, TN 37807</u>			
Has the owner/operator filed for a Certificate of Convenience & Necessity (CCN), or an amended CCN, with the Tennessee Regulatory Authority (TRA) (may be required for collection systems and land application treatment systems)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A			
If the applicant listed above does not yet own the facility/site or if the applicant will not be the operator, explain how and when the ownership will be transferred or describe the contractual arrangement and renewal terms of the contract for operations. <u>System will be contracted to DSH Associates</u>			
Complete the following information explaining the entity type, number of design units, and daily design wastewater flow:			
<u>Entity Type</u>	<u>Number of Design Units</u>		<u>Flow (gpd)</u>
<input type="checkbox"/> City, town or county	No. of connections:		
<input checked="" type="checkbox"/> Subdivision	No. of homes: <u>12</u>	Avg. No. bedrooms per home: <u>1</u>	<u>100 GPD</u>
<input type="checkbox"/> School	No. of students:	Size of cafeteria(s): No. of showers:	
<input type="checkbox"/> Apartment	No. of units:	No. units with Washer/Dryer hookups: No. units without W/D hookups:	
<input type="checkbox"/> Commercial Business	No. of employees:	Type of business:	
<input type="checkbox"/> Industry	No. of employees:	Product(s) manufactured:	
<input type="checkbox"/> Resort	No. of units:		
<input type="checkbox"/> Camp	No. of hookups:		
<input type="checkbox"/> RV Park	No. of hookups:	No. of dump stations:	
<input type="checkbox"/> Car Wash	No. of bays:		
<input type="checkbox"/> Other			
Describe the type and frequency of activities that result in wastewater generation.			

Engineering Report (required for collection systems and/or land application treatment systems):	<input type="checkbox"/> N/A
<input type="checkbox"/> Prepared in accordance with Rule 1200-4-2-.03 and Section 1.2 of the Tennessee Design Criteria (see website for more information)	
<input type="checkbox"/> Attached, or	
<input checked="" type="checkbox"/> Previously submitted and entitled:	Approved? <input checked="" type="checkbox"/> Yes. Date: 1-6-09 <input type="checkbox"/> No

Wastewater Collection System:	<input type="checkbox"/> N/A	
System type (i.e., gravity, low pressure, vacuum, combination, etc.):		
System Description: <i>AdvanTex Filter Treatment and Drip Emitter System</i>		
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):		
In the event of a system failure describe means of operator notification: <i>Phone line</i>		
List the emergency contact(s) (name/phone): <i>Douglas S. Hodge #865-622-2452</i>		
For low-pressure systems, who is responsible for maintenance of STEP/STEG tanks and pumps or grinder pumps (list all contact information)? <i>DSH Associates</i> <i>Douglas S. Hodge #865-622-2452</i>		
Approximate length of sewer (excluding private service lateral):		
Number/hp of lift stations: /	Number/hp of lift pumps /	
Number/volume of low pressure and or grinder pump tanks /		
Number/volume septic tanks /		
Attach a schematic of the collection system. <input checked="" type="checkbox"/> Attached		
If this is a satellite sewer and you are tying in to another sewer system complete the following section, listing tie-in points to the sewer system and their location (attach additional sheets as necessary):		
<u>Tie-in Point</u>	<u>Latitude (xx.xxxx°)</u>	<u>Longitude (xx.xxxx°)</u>

Land Application Treatment System:		<input type="checkbox"/> N/A
Type of Land Application Treatment System: <input checked="" type="checkbox"/> Drip <input type="checkbox"/> Spray <input type="checkbox"/> Other, explain:		
Type of treatment facility preceding land application (recirculating media filters, lagoons, other, etc.):		
<i>Recirculating Pack Bed</i>		
Attach a treatment schematic, <input checked="" type="checkbox"/> Attached		
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):		
<i>N/A</i>		
For New or Modified Projects:		
Name of Developer for the project: <i>Lucas Gunn Properties, LLC</i>		
Developer address and phone number: <i># 931-308-3570 P.O. Box 876, Maynardville, TN 37807</i>		
For land application, list:	Proposed acreage involved:	
	Inches/week gpd/sq.ft loading rate to be applied:	
Is wastewater disinfection proposed? <i>UV Disinfection</i>		
<input checked="" type="checkbox"/> Yes	Describe land application area access:	
<input type="checkbox"/> No	Describe how access to the land application area will be restricted:	
Attach required additional Engineering Report Information (see website for more information)		
<input checked="" type="checkbox"/> Topographic map (1:24,000 scale presented at a six inch by six inch minimum size) showing the location of the project including quadrangle(s) name(s) GPS coordinates, and latitude and longitude in decimal degrees should also be included.		
<input checked="" type="checkbox"/> Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, the proposed land application area(s), roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands.		
<input checked="" type="checkbox"/> Soils information for the proposed land disposal area in the form of a Water Pollution Control (WPC) Soils Map per Chapter 16 and 17 State of Tennessee Design Criteria for Sewage Work. The soils information should include soil depth (borings to a minimum of 4 feet or refusal) and soil profile description for each soil mapped.		
<input checked="" type="checkbox"/> Topographic map of the area where the wastewater is to be land applied with no greater than ten foot contours presented at a minimum size of 24 inches by 24 inches.		
<input checked="" type="checkbox"/> Describe alternative application methods based on the following priority rating: (1) connection to a municipal/public sewer system, (2) connection to a conventional subsurface disposal system as regulated by the Division of Groundwater Protection, and/or (3) land application.		

For Drip Dispersal Systems Only: Unless otherwise determined by the Department, sewage treatment effluent wells, i.e., large capacity treatment/drip dispersal systems after approval of the SOP Application, will be issued an UIC tracking number and will be authorized as Permit by Rule per UIC Rule 1200-4-6-.14(2) and upon issue of a State Operating Permit and Sewage System Construction Approval by the Department. Describe the following:	<input type="checkbox"/> N/A
The area of review (AOR) for each Drip Dispersal System shall, unless otherwise specified by the Department, consist of the area lying within a one mile radius or an area defined by using calculations under 1200-4-6-.09 of the Drip Dispersal System site or facility, and shall include, but not be limited to general surface geographic features, general subsurface geology, and general demographic and cultural features within the area. Attach to this part of the application a general characterization of the AOR, including the following: (This can be in narrative form)	
<input checked="" type="checkbox"/> A general description of all past and present groundwater uses as well as the general groundwater flow direction and general water quality.	
<input checked="" type="checkbox"/> A general description of the population and cultural development within the AOR (i.e. agricultural, commercial, residential or mixed)	
<input checked="" type="checkbox"/> Nature of injected fluid to include physical, chemical, biological or radiological characteristics.	
<input checked="" type="checkbox"/> If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems. Or supply map showing general location of publicly supplied water for the area (this can be obtained from the water provider)	
<input checked="" type="checkbox"/> If the proposed system is located within a wellhead protection area or source water protection area designated by Rule 1200-5-1-.34, show the boundary of the protection area on the facility site plan.	
<input checked="" type="checkbox"/> Description of system, Volume of injected fluid in gallons per day based upon design flow, including any monitoring wells	
<input checked="" type="checkbox"/> Nature and type of system, including installed dimensions of wells and construction materials	
Pump and Haul:	<input checked="" type="checkbox"/> N/A
Reason system cannot be served by public sewer:	
Distance to the nearest manhole where public sewer service is available:	
When sewer service will be available:	
Volume of holding tank: gal.	
Tennessee licensed septage hauler (attach copy of agreement):	
Facility accepting the septage (attach copy of acceptance letter):	
Latitude and Longitude (in decimal degrees) of approved manhole for discharge of septage:	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	

Holding Ponds (for non-domestic wastewater only):	<input checked="" type="checkbox"/> N/A
Pond use: <input type="checkbox"/> Recirculation <input type="checkbox"/> Sedimentation <input type="checkbox"/> Cooling <input type="checkbox"/> Other (describe):	
Describe pond use and operation:	
If the pond(s) are existing pond(s), what was the previous use?	
Have you prepared a plan to dispose of rainfall in excess of evaporation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, describe disposal plan:	
Is the pond ever dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, describe the purpose for dewatering and procedures for disposal of wastewater and/or sludge:	
Is(are) the pond(s) aerated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Volume of pond(s):	gal. Dimensions:
Is the pond lined (Note if this is a new pond system it must be lined for SOP coverage. Otherwise, you must apply for an Underground Injection Control permit.)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Describe the liner material (if soil liner is used give the compaction specifications):	
Is there an emergency overflow structure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, provide a design drawing of structure.	
Are monitoring wells or lysimeters installed near or around the pond(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, provide location information and describe monitoring protocols (attach additional sheets as necessary):	

Mobile Wash Operations:		<input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Individual Operator <input type="checkbox"/> Fleet Operation Operator		
Indicate the type of equipment, vehicle, or structure to be washed during normal operations (check all that apply):		
<input type="checkbox"/> Cars <input type="checkbox"/> Parking Lot(s): sq. ft.		
<input type="checkbox"/> Trucks <input type="checkbox"/> Windows: sq. ft.		
<input type="checkbox"/> Trailers (Interior washing of dump-trailers, or tanks, is prohibited.) <input type="checkbox"/> Structures (describe):		
<input type="checkbox"/> Other (describe):		
Wash operations take place at (check all that apply):		
<input type="checkbox"/> Car sales lot(s) <input type="checkbox"/> Public parking lot(s)		
<input type="checkbox"/> Private industry lot(s) <input type="checkbox"/> Private property(ies)		
<input type="checkbox"/> County(ies), list: <input type="checkbox"/> Statewide		
Wash equipment description:		
<input type="checkbox"/> Truck mounted <input type="checkbox"/> Trailer mounted		
<input type="checkbox"/> Rinse tank size(s) (gal.): <input type="checkbox"/> Mixed tanks size(s) (gal.):		
<input type="checkbox"/> Collection tank size(s) (gal.): Number of tanks per vehicle:		
Pressure washer: psi (rated) gpm (rated)		
<input type="checkbox"/> gas powered <input type="checkbox"/> electric		
Vacuum system manufacturer/model:		Vacuum system capacity: inches Hg
Describe any other method or system used to contain and collect wastewater:		
List the public sewer system where you are permitted or have written permission to discharge waste wash water (include a copy of the permit or permission letter):		
Are chemicals pre-mixed, prior to arriving at wash location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Describe all soaps, detergents, or other chemicals used in the wash operation (attach additional sheets as necessary):		
Chemical name:	Manufacturer:	Primary CAS No. or Product No.

EXHIBIT 18

Proposed Chart of Accounts

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 Structures and Improvements (TN, Limestone)
672.000-05-013 - Miscellaneous Expense (TN, Limestone)
673.000-05-013 - Maintenance Transmission & Distribution 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 Devices (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 Exp (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)

EXHIBIT 19

Sunset Cove List of Plant-In-Service Accounts

Limestone Water Utility Operating Company
Sunset Coves

GL Account	Account Name	Limstone 12/31/22 Balance	Sunset Coves Est Acquisition	Balance + Est Sunset Coves
351	Organization	-		-
352	Franchises	-		-
353	Land & Land Rights	603,335.55	5,001.00	608,336.55
354	Structures & Improvements	1,987,316.67		1,987,316.67
360	Collection Sewers - Force	343,443.00		343,443.00
361	Collection Sewers - Gravity	1,109,838.82		1,109,838.82
362	Special Collecting Structures	-		-
363	Services to Customers	-		-
364	Flow Measuring Devices	16,538.00		16,538.00
365	Flow Measuring Installations	12,236.48		12,236.48
370	Receiving Wells	217,903.00		217,903.00
371	Pumping Equipment	801,701.70		801,701.70
380	Treatment and Disposal Equipment	1,779,704.70		1,779,704.70
381	Plant Sewers	11,158.00		11,158.00
382	Outfall Sewer Lines	21,758.00		21,758.00
389	Other Plant & Miscellaneous Equipment	36,908.00		36,908.00
390	Office Furniture & Equipment	3,155.19		3,155.19
391	Transportation Equipment	74,098.25		74,098.25
392	Stores Equipment	-		-
393	Tools, Shop, & Garage Equipment	15,541.19		15,541.19
394	Laboratory Equipment	-		-
395	Power Operated Equipment	-		-
396	Communication Equipment	-		-
397	Miscellaneous Equipment	-		-
398	Other Tangible Plant	636,406.25		636,406.25

EXHIBIT 20

Limestone's 2022 Annual Report


STATE OF MISSOURI

COUNTY OF St. Louis

We the undersigned Marty Moore, CFO
and Brent Thies, VP & Corporate Controller
of Limestone Water Utility Operating Company

on our oath do severally say that the foregoing return has been prepared,
under our direction, from the original books, papers and records of said
utility; that we have carefully examined the same, and declare the same to be
a correct statement of the business and affairs of said utility for the period
covered by the return in respect to each and every matter and thing therein
set forth, to the best of our knowledge, information and belief.


.....
(Chief Officer)


.....
(Officer in charge of accounts)

Subscribed and sworn to before me this... 30th
day of... March... 2023

Notary Public, County St. Louis

My commission will expire... 5/4/24

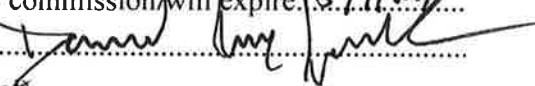

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TABLE OF CONTENTS

AFFIDAVIT - First page of this Report

FINANCIAL SECTION

Identification and ownership.....	F-2
Officers & Managers.....	F-2
Income Statement.....	F-3
Comparative Balance Sheet.....	F-4
Net Utility Plant.....	F-5
Accumulated Depreciation & Amortization of Utility Plant.....	F-5
Capital Stock.....	F-6
Retained Earnings.....	F-6
Proprietary Capital.....	F-6
Long-Term Debt.....	F-6
Taxes Accrued.....	F-7
Payments For Services Rendered By Other Than Employees.....	F-7
Contributions In Aid Of Construction.....	F-8
Additions To Contributions In Aid Of Construction (Credits).....	F-8

WATER SECTION

Water Utility Plant Accounts.....	W-1
Analysis Of Accumulated Depreciation By Primary Account...	W-2
Water Operation & Maintenance Expense.....	W-3
Water Customers.....	W-3
Pumping & Purchased Water Statistics.....	W-4
Sales For Resale.....	W-4
Wells & Well Pumps.....	W-5
Reservoirs.....	W-5
High Service Pumping.....	W-5
Source Of Supply.....	W-6
Water Treatment Facilities.....	W-6
Other Water System Information.....	W-6

SEWER SECTION

Sewer Utility Plant Accounts.....	S-1
Analysis Of Accumulated Depreciation By Primary Account...	S-2
Sewer Operation & Maintenance Expense.....	S-3
Sewer Customers.....	S-3
Pumping Equipment.....	S-4
Service Connections.....	S-4
Collecting Mains, Force Mains, & Manholes.....	S-4
Treatment Plant.....	S-5
Master Lift Station Pumps.....	S-5
Other Sewer System Information.....	S-5

SUPPLEMENTAL FINANCIAL DATA

Rate Base.....	SU-1
Adjusted Net Operating Income.....	SU-1

F-2

[illegible]

Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Co		(1) <u>X</u> An Original	(2) <u> </u> A Resubmission	(Mo, Da, Yr) 3/10/23	2022
INCOME STATEMENT					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential		130,233	657,999	-	788,232
Commercial		6,884	26,839	-	33,724
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Gross Revenue		137,117	684,839	-	821,956
Operation & Maint. Expense	W3/S3	251,942	635,094	-	887,036
Depreciation Expense	F-5	28,072	171,021	-	199,093
Amortization Expense		-	-	-	-
Other Expense (General & Admin Expense)		91,672	330,948	-	422,620
Other Expense (Insurance)		6,546	37,345	-	43,891
Taxes Other Than Income	F-7	9,416	35,455	-	44,871
Income Taxes	F-7	-	-	-	-
Total Operating Expenses		387,648	1,209,863	-	1,597,510
Net Operating Income		(250,531)	(525,024)	-	(775,555)
Other Income:					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Income		-	-	-	-
Other Deductions:					
Misc. Nonutility Expenses		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Deductions		-	-	-	-
Net Income		(250,531)	(525,024)	-	(775,555)

Name of Respondent		This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Compar		(1) <input checked="" type="checkbox"/> An Original	(Mo, Da, Yr)	
		(2) <input type="checkbox"/> A Resubmission	3/10/23	2022
COMPARATIVE BALANCE SHEET				
Account Name (a)	Ref Page (b)	Current Year (c)	Previous Year (d)	
ASSETS				
Utility Plant in Service (101-105)	F5/W1/S1	12,200,201	10,967,489	
Accum. Depreciation and Amortization (108)	F5/W2/S2	2,811,282	2,429,425	
Net Utility Plant		9,388,918	8,538,064	
Cash		854,232	654,776	
Customer Accounts Receivable (141)		60,453	37,527	
Other Assets (Sepcial Deposits)		0	9,100	
Other Assets (Prepayments)		24,546	5,197	
Other Assets (Other Current Assets)		511,460	153,067	
Other Assets (Deferred Debits)		21,228	10,430	
Total Assets		10,860,836	9,408,161	
LIABILITIES AND CAPITAL				
Common Stock Issued (201)	F-6	3,836,340	3,823,524	
Preferred Stock Issued (204)	F-6	0	0	
Other Paid-In Capital (211)		0	0	
Retained Earnings (215)	F-6	(1,007,817)	(232,262)	
Capital (Proprietary & Partnership-218)	F-6	0	0	
Total Capital		2,828,522	3,591,262	
Long-Term Debt (224)	F-6	0	0	
Accounts Payable (231)		278,760	69,628	
Notes Payable (232)		2,298,565	449,947	
Customer Deposits (235)		0	0	
Accrued Taxes (236)		0	0	
Other Liabilities (Misc Liabilities)		124,088	22,175	
Other Liabilities (Capital Improvement Reserve)		182,488	110,754	
Other Liabilities (Sales Tax Payable)		(5,631)	810	
Other Liabilities (Please Specify)		0	0	
Other Liabilities (Please Specify)		0	0	
Advances for Construction		0	0	
Contributions In Aid Of Const.-Net (271-2)	F-8	5,154,045	5,163,585	
Total Liabilities		8,032,314	5,816,899	
Total Liabilities & Capital		10,860,836	9,408,161	

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating C	(1) <u>X</u> An Original	(Mo, Da, Yr)	
	(2) A Resubmission	3/10/23	2022

NET UTILITY PLANT

Plant Accounts (101-107) Inclusive (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Utility Plant in Service (101)	1,670,735	7,671,043	0	9,341,777
Construction Work in Progress (105)	81,177	1,578,258	0	1,659,435
Other (Utility Plant Acq Adj)	0	1,198,988	0	1,198,988
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Total Utility Plant	1,751,912	10,448,289	0	12,200,201

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account 108 (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Balance First of Year	579,073	1,850,352	0	2,429,425
Credits During Year:				
Accruals charged to Depreciation Account	35,171	330,657	0	365,828
Salvage	0	0	0	0
Other Credits (Manual Adj- Cartright Creek)	0	16,029	0	16,029
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Total Credits	35,171	346,686	0	381,857
Debits During Year:				
Book/Historical Cost of Plant Retired	0	0	0	0
Cost of Removal	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Total Debits	0	0	0	0
Balance End of Year	614,245	2,197,038	0	2,811,283

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
CAPITAL STOCK (201 - 204)			
	Common Stock	Preferred Stock	
(a)	(b)	(c)	
Par or stated value per share	3,836,340	-	
Shares Authorized	1	-	
Shares issued and outstanding	1	-	
Total par value of stock issued	3,836,340	-	
Dividends declared per share for year	0	0	
RETAINED EARNINGS (215)			
	Appropriated	Unappropriated	
(a)	(b)	(c)	
Balance first of year	-	(232,262)	
Changes during year NET INCOME/(NET LOSS)	-	(775,555)	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	(1,007,817)	
PROPRIETARY CAPITAL (218)			
	Proprietor	Partner	
NONE	(b)	(c)	
(a)			
Balance first of year	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	0	
LONG-TERM DEBT (224)			
	Interest Rate	Year End Balance	
Obligation including Issue & Maturity Dates	(b)	(c)	
NONE			
(a)			
Debt #1	0.00%	-	
Debt #2	0.00%	-	
Debt #3	0.00%	-	
Debt #4	0.00%	-	
Debt #5	0.00%	-	
Debt #6	0.00%	-	
Debt #7	0.00%	-	
Debt #8	0.00%	-	
Debt #9	0.00%	-	
Debt #10	0.00%	-	
Debt #11	0.00%	-	
Debt #12	0.00%	-	
Total Long-Term Debt		0	

[illegible]

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3/10/23	2022
CONTRIBUTIONS IN AID OF CONSTRUCTION (271)			
Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year	237,431	5,177,951	5,415,382
Add Credits During Year	41,960	131,266	173,225
Less Charges During Year	-	-	-
Balance End of Year	0	5,309,217	5,588,607
Less Accumulated Amortization	120,910	313,653	434,562
Net Contributions in Aid of Construction	(120,910)	4,995,564	5,154,045
ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)			
Report below all developers or contractors agreements for which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Customer Tap On	Cash	10,250	-
Customer Tap On	Cash	-	10,250
Customer Tap On	Cash	27,050	-
Customer Tap On	Cash	-	27,050
Customer Tap On	Cash	-	5,500
Customer Tap On	Cash	-	20,500
Customer Tap On	Cash	1,425	-
Customer Tap On	Cash	-	1,425
Customer Tap On	Cash	-	5,500
Customer Tap On	Cash	1,425	-
Customer Tap On	Cash	-	10,000
Customer Tap On	Cash	-	10,000
Customer Tap On	Cash	-	10,000
Customer Tap On	Cash	-	10,000
Customer Tap On	Cash	-	10,000
Customer Tap On	Cash	-	10,000
Customer Tap On	Cash	1,425	-
Customer Tap On	Cash	-	1,425
Service Type Xfr	Other	385	(384)
Contractor or Developer #20		-	-
Contractor or Developer #21		-	-
Contractor or Developer #22		-	-
Contractor or Developer #23		-	-
Contractor or Developer #24		-	-
Contractor or Developer #25		-	-
Contractor or Developer #26		-	-
Contractor or Developer #27		-	-
Contractor or Developer #28		-	-
Contractor or Developer #29		-	-
Contractor or Developer #30		-	-
Total Credits During Year		41,960	131,266

Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Company		(1) <input checked="" type="checkbox"/> An Original	(2) A Resubmission	(Mo, Da, Yr) 3/10/23	3/10/23
SEWER UTILITY PLANT ACCOUNTS					
Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	-	-	-	-
352	Franchises	-	-	-	-
353	Land & Land Rights	598,377	4,959	-	603,336
354	Structures & Improvements	1,987,317	-	-	1,987,317
360	Collection Sewers - Force	343,443	-	-	343,443
361	Collection Sewers - Gravity	1,109,839	-	-	1,109,839
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	-	-	-	-
364	Flow Measuring Devices	16,538	-	-	16,538
365	Flow Measuring Installations	12,236	-	-	12,236
370	Receiving Wells	217,903	-	-	217,903
371	Pumping Equipment	801,702	-	-	801,702
380	Treatment & Disposal Equipment	1,722,049	57,656	-	1,779,705
381	Plant Sewers	11,158	-	-	11,158
382	Outfall Sewer Lines	21,758	-	-	21,758
389	Other Plant & Miscellaneous Equipment	36,908	-	-	36,908
390	Office Furniture & Equipment	3,155	-	-	3,155
391	Transportation Equipment	74,098	-	-	74,098
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	15,541	-	-	15,541
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	-	-	-
396	Communication Equipment	-	-	-	-
397	Miscellaneous Equipment	-	-	-	-
398	Other Tangible Plant	636,406	-	-	636,406
	Total Sewer Plant	7,608,428	62,614	-	7,671,042

Name of Respondent		This Report is:				Date of Report	Year of Report	
Limestone Water Utility Operating Company		(1) <input checked="" type="checkbox"/> An Original				(Mo, Da, Yr)		
		(2) <input type="checkbox"/> A Resubmission				3/10/23	2022	
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - SEWER								
Account Number (a)	Account (b)	Average Service Life in Years (c)	Average Salvage Value in Percent (d)	Depreciation Rate Applied* (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accumulated Depreciation Balance End of Year (i)
354	Structures & Improvements	40	0.00%	2.50%	858,940	-	49,683	908,623
360	Collection Sewers - Force	50	0.00%	2.00%	-	-	6,869	6,869
361	Collection Sewers - Gravity	50	0.00%	0.02%	194,258	-	22,197	216,455
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	-	0.00%	0.00%	-	-	-	-
364	Flow Measuring Devices	10	0.00%	10.00%	13,500	-	1,654	15,154
365	Flow Measuring Installations	30	0.00%	3.33%	-	-	408	408
370	Receiving Wells	25	0.00%	4.00%	105,383	-	8,716	114,099
371	Pumping Equipment	10	0.00%	10.00%	191,178	-	80,170	271,348
380	Treatment & Disposal Equipment	20	0.00%	5.00%	423,664	-	102,611	526,275
381	Plant Sewers	40	0.00%	2.50%	10,973	-	185	11,158
382	Outfall Sewer Lines	50	0.00%	2.00%	21,395	-	363	21,758
389	Other Plant & Miscellaneous Equipment	20	0.00%	5.00%	28,889	-	1,845	30,734
390	Office Furniture & Equipment	20	0.00%	5.00%	-	-	158	158
391	Transportation Equipment	10	0.00%	10.00%	-	-	7,410	7,410
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	20	0.00%	5.00%	-	-	777	777
394	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
395	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
396	Communication Equipment	-	0.00%	0.00%	-	-	-	-
397	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
398	Other Tangible Plant	10	0.00%	10.00%	2,171	-	63,641	65,812
Totals					1,850,351	0	346,686	2,197,037
*State basis used for percentages used in schedule.								

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <u>X</u> An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
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SEWER OPERATION & MAINTENANCE EXPENSE

N/A

Acct No.	Description (a)	Amount (b)
701	Salaries & Wages - Employees	-
703	Salaries & Wages - Officers, Directors & Stockholders	-
704	Employee Pensions & Benefits	-
710	Purchased Sewage Treatment	-
711	Sludge Removal Expense	21,161
715	Purchased Power	105,647
716	Fuel for Power Production	-
718	Chemicals	19,219
720	Materials & Supplies	1,998
730	Contractual Services	478,551
740	Rents	-
750	Transportation Expense	-
755	Insurance Expense	-
765	Regulatory Commission Expense	3,694
770	Bad Debt Expense	-
775	Miscellaneous Expenses	4,824
	Total Sewer Operation & Maintenance Expense	635,094

SEWER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	-	-	-	-
3/4 Inch	-	-	-	-
1.0 Inch	-	-	-	-
1.5 Inch	-	-	-	-
2.0 Inch	-	-	-	-
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	1,558	159	-	1,717
Total Customers	1,558	159	0	1,717

Name of Respondent	This Report is:	Date of Report	Year of Report	
Limestone Water Utility Operating Com	(1) <u>X</u> An Original (2) A Resubmission	(Mo, Da, Yr) 3/10/23	2022	
PUMPING EQUIPMENT				
Description*** (a)	Lift Station #1 (b)	Lift Station #2 (c)	Lift Station #3 (d)	Lift Station #4 (e)
Make, Model, or Type of Pump	Hydromatic Sumb	Hydromatic Sum	E-One DH071 (2	Sta-Rite 2000 (2
Year Installed	1998	1998	2010-2020	2020
Rated Capacity (GPM)	45 gpm	115 gpm	11 gpm	10 gpm
Size (HP)	5 HP	5 HP	1 HP	1/2 HP
Power (Electric/Mechanical)	Electric	Electric	Electric	Electric
	Unknown	Unknown	E/One Extreme	Sta-Rite
Make, Model or Type of Motor				
SERVICE CONNECTIONS				
Description*** (a)	Service Connection #1 (b)	Service Connection #2 (c)	Service Connection #3 (d)	Service Connection #4 (e)
Size (Inches)	Varies	1.5	2	1.5
Type (PVC, VCP, etc)	PVC/Clay	PVC	PVC	PVC
Average Length (Feet)	Varies	50	50	50
Connections-Beginning of Year	-	-	-	-
Connections-Added during Year	-	-	-	-
Connection-Retired during Year	-	-	-	-
Connections-End of Year	0	0	0	0
Number of Inactive Connections	-	-	-	-
COLLECTING MAINS, FORCE MAINS, & MANHOLES				
Description (a)	Collecting Mains (b)	Force Mains (c)	Manholes (d)	
Size (Inches)	6 to 18"		n/a	
Type	PVC/DI/Clay	PVC	n/a	
Length/Number-Beginning of Year	40,000	56,095	150	
Length/Number-Added During Year	-	-	-	
Length/Number-Retired During Year	-	-	-	
Length/Number-End of Year	40000	56095	150	

***If more space is needed to list equipment please attach additional sheets as necessary.

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <u>X</u> An Original (2) A Resubmission		Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
TREATMENT PLANT				
Description*** (a)	Treatment Facility #1 (b)	Treatment Facility #2 (c)	Treatment Facility #3 (d)	Treatment Facility #4 (e)
Manufacturer	Clow Aeroflow	Sheaffer System	Sheaffer System	Recirc Sand
Type	Extend Aeration	Deep Cell	Deep Cell	Fixed Film
Steel or Concrete	Steel	Lined Earthen	Lined Earthen	Lined Earthen
Total Capacity	.250 MGD	75,000 gpd	60,000 gpd	336,000 gpd
Average Daily Flow				
Effluent Disposal				
Total Gallons of Sewage Treated				
MASTER LIFT STATION PUMPS				
Description*** (a)	Master Pump #1 (b)	Master Pump #2 (c)	Master Pump #3 (d)	Master Pump #4 (e)
Manufacturer	Clow Aeroflow	Clow Aeroflow		
Capacity (GPM)	400	400		
Size (HP)	20	20		
Power (Electric/Mechanical)	Electric	Electric		
Make, Model, or Type of Motor	Unknown	Unknown		
OTHER SEWER SYSTEM INFORMATION				
Present Number of Equivalent Residential Customer's * being served				
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve				
Estimated Annual Increase in Equivalent Residential Customers *				
* Equivalent Residential Customers = (Total Gallons Treated / 365 Days) / 275 Gallons Per Day.				
Total Gallons Treated includes both sewage treated and purchased sewage treatment.				
State any plans and estimated completion dates for any enlargements of this system:				
If the present systems do not meet environmental requirements, please submit the following:				
A. An evaluation of the present plant or plants in regard to meeting the requirements.				
B. Plans for funding and construction of the required upgrading.				
C. The date construction will begin.				
What is the percent of the certificated area that have service connections installed?				

***If more space is needed to list equipment please attach additional sheets as necessary.

Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
--------------------	---------------------	----------------------	------------------	--------------------	---------------------

5					
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) <input checked="" type="checkbox"/> An Original	(Mo, Da, Yr)	
	(2) A Resubmission	3/10/23	2022

WATER OPERATION & MAINTENANCE EXPENSE

Acct No.	Description (a)	Amount (b)
601	Salaries & Wages - Employees	-
603	Salaries & Wages - Officers, Directors & Stockholders	-
604	Employee Pensions & Benefits	-
610	Purchased Water	171,828
615	Purchased Power	-
616	Fuel for Power Production	-
618	Chemicals	-
620	Materials & Supplies	92
630	Contractual Services	72,944
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	-
672	Miscellaneous Expenses	7,077
	Total Water Operation & Maintenance Expense	251,942

WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	415	20	-	435
3/4 Inch	-	2	-	2
1.0 Inch	-	-	-	-
1.5 Inch	1	-	-	1
2.0 Inch	2	1	-	3
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	37	-	22	15
Total Customers	455	23	22	456

Name of Respondent Limestone Water Utility Operating Com		This Report is: (1) <u>X</u> An Original (2) A Resubmission		Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
PUMPING AND PURCHASED WATER STATISTICS					
	Description (1) (a)	Water Purchased for Resale (b) in thousands	Water Pumped from Wells (c) in thousands	Total Water Pumped and Purchased (d) in millions	Water Sold To Customers (e)
1	January	-	-	-	-
2	February	-	-	-	-
3	March	-	-	-	-
4	April	-	-	-	-
5	May	-	-	-	-
6	June	-	-	-	-
7	July	-	-	-	-
8	August	-	-	-	-
9	September	-	-	-	-
10	October	-	-	-	-
11	November	-	-	-	-
12	December	-	-	-	-
13	Total for the Year	-	-	-	-
14					
15	SALES FOR RESALE				
16	Indicate below the identity of any utilities or vendors purchasing water for resale.				
17	Savannah Utility Department				
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
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52					
53					
54					
55					

(1) Please state measurement of units sold (i. e. gallons).

Company Name:	Westone Water Utility Operating Company
Report Period:	2022
Report Date:	3/10/23

BALANCE SHEET:

	Amount for 1st Reference	Amount for 2nd Reference	Difference
1. Line 10 on F4, col. "C" agrees w/line 16 on F5, col. "F".	12,200,201	12,200,201	0
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	12,200,201	9,341,777	2,858,423
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	2,811,282	2,811,283	(0)
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. I & 30, S2, col. I	2,811,282	2,811,281	1
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	3,836,340	3,836,340	(0)
6. Line 28 on F4, col. "C" agrees w/line 10 on F6, col. "C".	-	-	0
7. Line 30 on F4, col. "C" agrees w/line 24 on F6, cols. "B" & "C".	(1,007,817)	(1,007,817)	(0)
8. Line 31 on F4, col. "C" agrees w/line 37 on F6, cols. "B" & "C".	-	-	0
9. Line 37 on F4, col. "C" agrees w/line 55 on F6, col. "C".	-	-	0
10. Line 41 on F4, col. "C" agrees w/line 32 on F7, col. "E".	-	-	0
11. Line 48 on F4, col. "C" agrees w/line 13 on F8, col. "D".	5,154,045	5,154,045	(0)
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	173,225	173,226	(1)

Name of Respondent Limestone Water Utility Operating Company	This Report is: (1) <u>X</u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
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WELLS AND WELL PUMPS

Description*** (a)	Well #1 (b)	Well #2 (c)	Well #3 (d)	Well #4 (e)
Year Constructed				
Type of Well Construction				
Type of Well Casing				
Depth of Well (Feet)				
Diameter of Well (Feet)				
Pumping Capacity (GPM)				
Motor Size (HP)				
Yields of Well (GPD)				
Auxiliary Power				

RESERVOIRS

Description*** (a)	Reservoir #1 (b)	Reservoir #2 (c)	Reservoir #3 (d)	Reservoir #4 (e)
Construction (Steel, Concrete, Pneumatic)				
Capacity (Gallons)				
Ground or Elevated				

HIGH SERVICE PUMPING

Motor Description*** (a)	Motor #1 (b)	Motor #2 (c)	Motor #3 (d)	Motor #4 (e)
Manufacturer				
Type				
Rated Horsepower				
Pump Description*** (a)	Pump #1 (b)	Pump #2 (c)	Pump #3 (d)	Pump #4 (e)
Manufacturer				
Type				
Capacity in Gallons per Minute				
Average Number of Hours Operated Per Day				
Auxiliary Power				

***If more space is needed to list equipment please attach additional sheets as necessary.

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <u> X </u> An Original (2) <u> </u> A Resubmission	Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
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SOURCE OF SUPPLY

List for each source of supply:

Description	Source #1	Source #2	Source #3	Source #4
Gallons per day of source				
Type of Source				

WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type				
Make				
Gallons per day capacity				
Method of Measurement				

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility.

Present Equivalent Residential Customer's * now being served	
Maximum Equivalent Residential Customer's * that the system can efficiently serve	
Estimated annual increase in Equivalent Residential Customers *	
* Equivalent Residential Customer= (Total Gallons Sold / 365 days) / 350 Gallons Per Day	

List fire fighting facilities and capacities:

List percent of certificated area where service connections are installed

What are the current needs and plans for system upgrading and/or expansion

State the name and address of any engineers that plans for system upgrading and/or expansion have been discussed with

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/10/23	Year of Report 2022
SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT			
Rate Base			
Additions:			
Plant In Service			
Construction Work in Progress			
Property Held For Future Use			
Materials & Supplies			
Working Capital Allowance			
Other Additions - Common Plant Alloc from Parent Company			
Other Additions (Please Specify)			
Total Additions to Rate Base		0	
Deductions:			
Accumulated Depreciation			
Accumulated Deferred Income Taxes			
Pre 1971 Unamortized Investment Tax Credit			
Customer Deposits			
Contributions in Aid of Construction			
Other Deductions (Please Specify)			
Other Deductions (Please Specify)			
Total Deductions to Rate Base		0	
Rate Base		0	
Adjusted Net Operating Income			
Operating Revenues:			
Residential			
Commercial			
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other			
Total Operating Revenues		0	
Operating Expenses:			
Operation			
Depreciation			
Amortization			
Taxes Other Than Income Taxes			
Income Taxes			
Total Operating Expense		0	
Net Operating Income		0	
Other (Please Specify)			
Other (Please Specify)			
Adjusted Net Operating Income		0	
Rate of Return (Line 49 / Line 25)		0.00%	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.			

EXHIBIT 21

Limestone's Proposed Tariff

Limestone Water UOC

Wastewater Service Tariff

**TPUC #1
Rate Schedules**

SCHEDULE OF RATES & CHARGES GRASSLAND SERVICE TERRITORY

Residential Monthly Wastewater Service:

1-2 Bedroom	\$42.00
2 Bedroom	\$42.00
3 Bedroom	\$46.50
4 Bedroom	\$52.00
5 Bedroom	\$55.25

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29, or \$10,000.00 whichever is greater.*

SCHEDULE OF RATES & CHARGES HARDEMAN SPRINGS SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

Limestone Water Utility
Operating Company, LLC
1630 Des Peres Rd. Suite 140
St. Louis, MO 63131

Original Sheet # 1-5

Schedule of Rates and Charges
Chapel Woods Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$29 per month

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

Limestone Water Utility
Operating Company, LLC
1630 Des Peres Rd. Suite 140
St. Louis, MO 63131

Proposed Sheet # 1-6

Schedule of Rates and Charges
Sunset Cove Condominiums
Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$43.37 per month

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

Limestone Water UOC

Wastewater Service Tariff

TPUC #2
Rules and Regulations

RULES AND REGULATIONS

Statement of Purpose

The general purposes of these rules and regulations are to establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of Cartwright Creek, LLC.

Definition of Terms

1. Company - The word Company shall mean the Cartwright Creek, LLC.
2. Engineer - The word Engineer shall mean the consulting engineer of Cartwright Creek, LLC.
3. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished sewerage services by the Company.
4. Property-The word Property shall mean all facilities owned and operated by the Company.
5. Commission - The word Commission shall mean the Tennessee Public Utility Commission.
6. Sewer – Piping, both gravity and pressure type, not on the customer's property, that collect and transport wastewater, including valves, manholes, access boxes, valve vaults, cleanouts, and other devices on the sewer.
7. Collection lines – See Sewer.
8. Lateral Sewer – The words Lateral Sewer shall mean the piping extending from the Collection lines to the Customer's property line (for customers with gravity only sewer connections) or to the Service Box (for customers with grinder pumps).
9. Service Box – For Customers with grinder pumps, a below ground valve assembly installed at each individual customer's property that connects to the Company's lateral sewer and where the customer's Service line is connected.
10. Service line – For customers with gravity sewer connections, the piping on the Customer's property extending from the Lateral Sewer to the customer's place of business or residence. For customer's with grinder pumps, the piping on the customer's property that connects the Grinder Pump to the Service Box, including the cleanout and connection to the pump.
11. Grinder Pump – The individual grinder pump installed at each residential or non-residential service location that receives and pumps sewage from the customer to the Company's sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring.
12. Residential Service - The words Residential Service shall mean the provision of wastewater service to a customer whose primary use is for the customer's personal dwelling.
13. Commercial Service – The words Commercial Service shall mean the provision of wastewater service to a customer whose primary use is for other than the customer's personal dwelling.

Authorization of Rules and Regulations

Cartwright Creek, LLC, a corporation organized and engaged in business as a public utility in the State of Tennessee under a transferred Certificate of Convenience and Necessity approved by the Tennessee Regulatory Authority on November 8, 2004, under Docket No. 04-00358, 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 Company.

Utility Items on Private Property

1. For Customers with gravity connections, the Customer shall own and maintain all piping within the residence or commercial building and exterior piping and Service Line.
2. For Customers with grinder pumps, the Customer shall own and maintain all piping within the residence or commercial building and external piping connecting to the grinder pump. The Company shall maintain the grinder pump and service line and the Customer shall be responsible for the cost of repair and maintenance of the grinder pump and service line. The Customer shall be responsible for furnishing and maintaining electrical power to the grinder pump.

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 modifying or repairing any Property of the Company.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For damaging any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.

Non-payment Penalties

A penalty of five (5%) percent of the monthly charge will be due after the 15th day of each month for which a bill has been rendered. After twenty (20) days non-payment after the first day of the month in which the bill is payable, the Company may shut-off the customer's service; provided, however, the Company will give the customer an additional fifteen (15) days' notice before discontinuation. A fee of Ten and No/100 (\$10.00) Dollars will be charged for disconnection and a Fifteen and No/100 (\$15.00) Dollars fee will be charged for re-connection of service, plus the actual cost of remedying any damage to the shut-off valve or other facilities. No service shall be turned on again if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and re-connection fees.

Change in Ownership, Tenancy of Service

A new application and agreement must be made and approved by the Company 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 Company shall have the right to discontinue service until such new application is made and approved.

Security Deposits

Each new Customer, before connection or re-connection, of the service may be required to make a refundable deposit to secure payment of sewerage bills in an amount double the monthly bill for that particular type of customer.

Engineering Materials and Construction Standards

To be provided upon written request.

Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Company 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 Company may, upon the basis of recognized engineering standards and treatment costs, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewerage system.

Additionally, if excessive volumes or high strength of sewage are received, the Company may require the Customer to monitor flow volume in order to adjust the monthly sewer service rate.

Damages

The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor 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 Public Utility Commission, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. If the Customer fails to repair any such leak, the service may be discontinued until repairs are made.

Inspection

All pipes, valves and fixtures shall be subject to inspection at all reasonable hours by the Company or its duly authorized agent.

In Event of Emergency

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

Extension Plan

The Company may furnish sewer services to additional property owners. The sewer service charges and tap fees identified in the Company's Tariff do not include costs for constructing new sewers. Any collector and/or lateral sewers required to service such properties shall be constructed at the cost of those parties desiring same, and these sewers shall become the property of the Company, to be credited to the account for contributions in aid of construction.

Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company:

1. A sewer service contract.
2. The application and contract for sewer tap services (when applicable).

Customer Billing Forms

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

Public Contact

Billing:
Cartwright Creek, LLC
Bruce Meyer
1551 Thompson's Station Road West
Thompson's Station, TN 37179
615-261-8615

Plant Operations:
Cartwright Creek, LLC
Bruce Meyer
1551 Thompson's Station Road West
Thompson's Station, TN 37179
615-261-8600

Tennessee Public Utility Commission Regulations

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

Returned Checks

Any Customer whose personal check is returned by the bank shall pay the Company an additional fee of \$25.00, which will be clearly indicated on the bill.

Payment Plans

The Company offers each customer the opportunity to resolve any past due balances to avoid "Non-payment Penalties". Customer may pay a past due bill, including returned check fees and other charges, disconnection and reconnection charges in a payment plan over a three to six-month billing cycle. Customers that desire to take advantage of this plan should submit their written request to the Company's business office.

If service has been disconnected, service will be reconnected within 2 days of receiving the first payment. The Company will offer one such payment plan within a full calendar year.

In the event that a customer on a payment plan fails to pay a monthly installment as per the terms of the plan and is more than fifteen (15) business days late on any payment, then the customer's service is subject to disconnection and all past due charges in addition to disconnect/reconnect fees would become due and payable prior to having service restored.

Alternative Address Notification

Customers can provide an alternative address for notification for potential disconnection that will also receive the required notices of disconnection. Customers shall submit alternative notification requests to the Company in writing.

Limestone Water UOC
1630 Des Peres Road
Des Peres MO 63131

SEWER SERVICE CONTRACT

_____Number of Bedrooms _____Square Feet

Responsible Party for paying the bill:

Customer Name _____

Address of Service _____

CITY

STATE

ZIP

Mailing Address (if different) _____

CITY

STATE

ZIP

Phone: Home # _____ Work # _____

Email address: _____

(Cartwright Creek does not sell or provide customer contact information to third parties.)

Contact Person (if different from Customer) _____

I hereby make application to Cartwright Creek, LLC for connection with the mains of the sewer system and agree to pay for access, tap and service fees according to prevailing rates as identified in the Company's Tariff.

The Customer understands that the Company will provide a monthly bill to the Customer for sewerage services furnished. A penalty provision of five (5%) percent of the monthly charge applies to all bills after the 15th day of each month for which a bill has been rendered and will give the Company the right to collect such penalty. The failure to pay said bill the 20th day of the month following said bill will give the Company the immediate right to discontinue the furnishing of service, or to enforce a lien against the applicant's property. The Customer understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. If the Customer elects to terminate service, such termination shall be done by written notice to the Company 30 days prior to the requested termination date.

I understand that all service is subject to the rules and regulations of Cartwright Creek, LLC tariff, which may be amended from time to time and that these rules and regulations are part of this agreement.

Date _____ Signed _____

Contract approved and issued:

Date _____ By _____

Office Use Only:

Account # _____

EXHIBIT 23

Limestone's Pro Forma Income Statement for the System

INCOME STATEMENT

Months at Initial Rate	12	12	12
Months at Step Rate	0	0	0
Months at Final Rate	0	0	0
	Year 1	Year 2	Year 3
OPERATING REVENUE			
Metered service revenue	\$ -	\$ -	\$ -
Flat rate service revenue	\$ 2,873	\$ 2,873	\$ 2,873
EPA testing surcharge	\$ -	\$ -	\$ -
Re-connect fees	\$ 60	\$ 60	\$ 60
Returned check charge	\$ 30	\$ 30	\$ 30
Late payment charge	\$ 60	\$ 60	\$ 60
Other operating revenue	\$ -	\$ -	\$ -
Total Operating Revenue	\$ 3,024	\$ 3,024	\$ 3,024
OPERATING EXPENSES			
Total salaries and wages (employees only)	\$ -	\$ -	\$ -
Outside labor expenses (non-employees)	\$ 10,624	\$ 10,624	\$ 10,624
Administrative and office expense	\$ 720	\$ 720	\$ 720
Maintenance and repair expense	\$ 1,771	\$ 1,771	\$ 1,771
Purchased water	\$ -	\$ -	\$ -
Purchased sewage treatment	\$ -	\$ -	\$ -
Electric power expense (exclude office)	\$ 4,427	\$ 4,427	\$ 4,427
Chemicals expense	\$ 885	\$ 885	\$ 885
Testing fees	\$ -	\$ -	\$ -
Transportation expense	\$ -	\$ -	\$ -
Other operating expense	\$ 252	\$ 252	\$ 252
Total Operating Expenses	\$ 18,679	\$ 18,679	\$ 18,679
Annual Depreciation Expense	\$ 2,631	\$ 11,008	\$ 11,008
Interest Expense	\$ 2,255	\$ 9,435	\$ 9,435
Total Expenses	\$ 23,565	\$ 39,122	\$ 39,122
INCOME TAXES			
Total Income Taxes	\$ -	\$ -	\$ -
Net income (Loss)	\$ (20,541)	\$ (36,098)	\$ (36,098)

Capital Budget

	Year 1	Year 2	Year 3
Acquisition	\$ 1		
Improvements	\$ 164,167	\$ 150,333	
Reinvestment of Depreciation	\$ 2,631	\$ 11,008	\$ 11,008

ASSUMPTIONS

Acq Date	
Step Rate Date	\$ -
Final Rate Date	\$ -
Water Connections	-
Water Initial Rate	\$ -
Water Step Rate	\$ -
Water Final Rate	\$ -
Wastewater Connections	12
Wastewater Initial Rate	\$ 21.00
Wastewater Step Rate	\$ -
Wastewater Final Rate	\$ -
Debt Percent	50.0%
Delinquent Account Percent	0.8%
State Tax Rate	6.5%
Federal Tax Rate	21.0%
Depreciation Rate	3.5%
Interest Rate	6.0%
Loan Term Length	240
Loan Origination	1.0%
Insurance Premium	0.0%
Acquisition Cost	\$ 1
L&E Cost	\$ 89,000
CAPEX Cost	\$ 225,500
Outside Labor Expense	\$ 885
Customer Service	\$ 21
Repairs	\$ 148
Power	\$ 369
Chemicals	\$ 74
Purchased Water	\$ -
Purchased Wastewater	\$ -
Testing Fees	\$ -
Administrative Expense	\$ 60

BALANCE SHEET

	Year 1	Year 2	Year 3
ASSETS			
Cash	\$ -	\$ -	\$ -
Accounts Recievable	\$ 373	\$ 373	\$ 373
Total Current Assets	\$ 373	\$ 373	\$ 373
Property, Plant, and Equipment	\$ 75,168	\$ 314,501	\$ 314,501
Preliminary Survey	\$ 89,000	\$ -	\$ -
Total Long-Term Assets	\$ 164,168	\$ 314,501	\$ 314,501
Total Assets	\$ 164,540	\$ 314,874	\$ 314,874
LIABILITIES			
Accounts Payable	\$ 1,535	\$ 1,535	\$ 1,535
Accrued Interest	\$ 2,255	\$ 11,690	\$ 21,125
Total Current Liabilities	\$ 3,790	\$ 13,225	\$ 22,660
Notes Payable	\$ 37,584	\$ 157,251	\$ 157,251
Working Capital Transfer from Parent	\$ 17,123	\$ 43,786	\$ 70,448
Total Long-Term Liabilities	\$ 54,707	\$ 201,036	\$ 227,699
Total Liabilities	\$ 58,498	\$ 214,262	\$ 250,359
EQUITY			
Equity Capital Contributed	\$ 126,584	\$ 157,251	\$ 157,251
Retained Earnings	\$ (20,541)	\$ (56,638)	\$ (92,736)
Total Equity	\$ 106,043	\$ 100,612	\$ 64,514
Total Liabilities and Equity	\$ 164,540	\$ 314,874	\$ 314,874

<u>Proof of Retained Earnings</u>			
Beg. Retained Earnings	\$ -	\$ (20,541)	\$ (56,638)
Net Income (Loss)	\$ (20,541)	\$ (36,098)	\$ (36,098)
End Retained Earnings	\$ (20,541)	\$ (56,638)	\$ (92,736)

ASSUMPTIONS	
DPO	30.00
DSO	45.00
Debt Percent	50.0%
Interest Rate	6.0%
Loan Term Length	240

EXHIBIT 24

Anticipated Capital Budgets for the System



COST ESTIMATE

SUNSET COVE CONDOMINIUMS WWTP FACILITY REPORT

Central States Water Resources

Maynardville, TN

Date: March 6, 2023

Project No.: CNAS220052

Prepared by: MH/LD/CP

ITEM	DESCRIPTION	Unit	Unit Price	Qty	Total Cost
WASTEWATER TREATMENT FACILITY					
1.00	INITIAL IMPROVEMENTS				
1.01	Install Security Improvements, Locks + Fencing	LS	\$ 20,000.00	1	\$20,000
1.02	Install High Tide Remote Monitoring and Associated Equipment	LS	\$ 25,000.00	1	\$25,000
1.03	Install Activated Carbon Vent Filters on Vents for Odor Control	LS	\$ 2,500.00	1	\$2,500
1.04	Cleanout of the 8,000 Gallon Septic Tank	LS	\$ 40,000.00	1	\$40,000
1.05	Repair Valve Box at Drip Field	LS	\$ 2,500.00	1	\$2,500
1.06	Cleanout of the 10,000 Gallon Recirculation Tank	LS	\$ 30,000.00	1	\$30,000
1.07	Purchase Back Up UV Bulbs	LS	\$ 30,000.00	1	\$30,000
1.08	Clean off Fabric Filter Media	LS	\$ 20,000.00	1	\$20,000
1.09	Install Fencing around the Septic Tank	LS	\$ 35,000.00	1	\$35,000
2.00	SECONDARY IMPROVEMENTS				
2.01	None				\$0
COST ESTIMATE TOTAL					\$205,000
COST ESTIMATE CLASSIFICATION					
Estimate Class: 5	Degree of Project Definition: 0% to 2%	Purpose: Concept	Expected Accuracy: Low: -20% to -50% High: +30% to +100%		

Notes:

1. Cost does not include contractor general requirements or contingency (to be accounted for by CSWR).

EXHIBIT 25

Regulatory, Transaction and Closing Costs

Sunset Coves

Purchase/Acquisition Assets

Purchase Price \$ 1.00
Date of Annual Report Used n/a
In-Service Date 6/30/2023
estimated closing cost \$ 5,000

System: Sunset Coves

<u>Acct Name</u>	<u>Acct #</u>	<u>Plant Balance</u>	<u>Dep %</u>	<u>AccDep-n/a</u>	<u>Dep Exp</u>	<u>AccDep-06/30/2023</u>	<u>NBV-06/30/2023</u>
						0.00	0.00
	Total	0.00		0.00	0.00	0.00	0.00

Journal Entry to transfer In-Service assets post acquisition

<u>Acct Name</u>	<u>Acct #</u>	<u>Debit</u>	<u>Credit</u>	<u>Note</u>
Utility Plant Purchased	106.000		5,001.00	Total closing consideration
Land & Land Rights	353.000	5,001.00		Transaction costs at closing (estimated)
		5,001.00	5,001.00	
Net Book Value	5,001.00			
Legal Regulatory Cost	5,307.60			
Acquisition Date Rate Base	10,308.60			

EXHIBIT 30

Pro Forma Accounting Entries

Sunset Coves

Purchase/Acquisition Assets

Purchase Price \$ 1.00
Date of Annual Report Used n/a
In-Service Date 6/30/2023
estimated closing cost \$ 5,000

System: Sunset Coves

<u>Acct Name</u>	<u>Acct #</u>	<u>Plant Balance</u>	<u>Dep %</u>	<u>AccDep-n/a</u>	<u>Dep Exp</u>	<u>AccDep-06/30/2023</u>	<u>NBV-06/30/2023</u>
						0.00	0.00
	Total	0.00		0.00	0.00	0.00	0.00

Journal Entry to transfer In-Service assets post acquisition

<u>Acct Name</u>	<u>Acct #</u>	<u>Debit</u>	<u>Credit</u>	<u>Note</u>
Utility Plant Purchased	106.000		5,001.00	Total closing consideration
Land & Land Rights	353.000	5,001.00		Transaction costs at closing (estimated)
		5,001.00	5,001.00	
Net Book Value	5,001.00			
Legal Regulatory Cost	5,307.60			
Acquisition Date Rate Base	10,308.60			

EXHIBIT 31

Pre- and Post-Acquisition Rates

	Aqua Utilities Service Area	Chapel Woods HOA Service Area	Cartwright Creek Grassland Service Area	Cartwright Creek Arrington Service Area	Cartwright Creek Hideaway Service Area	DSH & Associates, LLC Service Area	Riverstone Estates Service Area	Sunset Coves Service Area
Monthly Recurring Charge - Pre Acquisition								
Minimum Charge - Water	\$19.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Usage Rate - Water	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	N/A
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monthly Capital Recover Surcharge	N/A	N/A	\$7.50	\$7.50	\$7.50	N/A	N/A	N/A
Monthly Recurring Charge - Post Acquisition								
Minimum Charge - Water	\$19.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Usage Rate - Water	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	\$43.37
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monthly Capital Recover Surcharge	N/A	N/A	\$7.50	\$7.50	\$7.50	N/A	N/A	N/A
Non-Recurring Charges - Pre Acquisition								
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
Reconnect Charge - Before 8am & after 5PM, Saturdays/Sundays, or less than 24 hours in advance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	\$6,000	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	\$3,750/lot	N/A	N/A
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	\$160/yr	N/A
Security Deposit	N/A	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A
Non-Recurring Charges - Post Acquisition								
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
Reconnect Charge - Before 8am & after 5PM, Saturdays/Sundays, or less than 24 hours in advance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	\$6,000	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	\$3,750/lot	N/A	N/A
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	N/A	N/A
Security Deposit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monthly Recurring Charge - Pre Acquisition Commercial								
Minimum Charge - Water	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Usage Rate - Water	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Charge - Sewer	N/A	N/A	\$37.00	\$37.00	\$37.00	\$68.37	Calculated on an Individual Cost Based on Expected Design Flow	N/A
Usage Rate - Sewer	N/A	N/A	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$15 per 100 gallons	\$156.79 per 1,000 gal over 1,000 gal	N/A
Usage Rate - Sewer (Tier 2)	N/A	N/A	N/A	N/A	N/A	\$156.79 per 1,000 gal over 1,000 gal	N/A	N/A
Monthly Recurring Charge - Post Acquisition Commercial								
Minimum Charge - Water	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Usage Rate - Water	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Minimum Charge - Sewer	N/A	N/A	\$37.00	\$37.00	\$37.00	\$68.37	Calculated on an Individual Cost Based on Expected Design Flow	N/A
Usage Rate - Sewer	N/A	N/A	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$15 per 100 gallons	\$156.79 per 1,000 gal over 1,000 gal	N/A
Usage Rate - Sewer (Tier 2)	N/A	N/A	N/A	N/A	N/A	\$156.79 per 1,000 gal over 1,000 gal	N/A	N/A
Non-Recurring Charges - Pre Acquisition Commercial								
Service Connection Charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	N/A	5%	N/A
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	Calculated on an Individual Cost	N/A	N/A
Financial Security Surcharge	N/A	N/A	N/A	N/A	N/A	N/A	\$2.87 per month	N/A
Non-Recurring Charges - Post Acquisition Commercial								
Service Connection Charge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	N/A	5%	N/A
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	Calculated on an Individual Cost	N/A	N/A
Financial Security Surcharge	N/A	N/A	N/A	N/A	N/A	N/A	\$2.87 per month	N/A


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

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This the 15th day of September 2023.



Melvin J. Malone