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October 31, 2023

VIA ELECTRONIC FILING

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

Electronically Filed in TPUC Docket
Room on October 31, 2023 at 2:56 p.m.

RE: *Joint Application of Limestone Water Utility Operating Company, LLC and Cumberland Basin Wastewater Systems, LLC for Approval of the Acquisition of and to Operate the Wastewater System of Cumberland Basin Wastewater Systems, LLC, and to Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00077*

Dear Chairman Hilliard:

Attached for filing please find the *Joint Application of Limestone Water Utility Operating Company, LLC and Cumberland Basin Wastewater Systems, LLC for Approval of the Acquisition of and to Operate the Wastewater System of Cumberland Basin Wastewater Systems, LLC, 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 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



Melvin J. Malone

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Tim Huddleston, Cumberland Basin Wastewater Systems, LLC
David Woodsmall, Central States Water Resources
Vance L. Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division

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

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

IN RE:)	
)	
JOINT APPLICATION OF LIMESTONE)	
WATER UTILITY OPERATING)	
COMPANY, LLC AND CUMBERLAND)	
BASIN WASTEWATER SYSTEMS, LLC)	
FOR APPROVAL OF THE)	DOCKET NO. <u>23-00077</u>
ACQUISITION OF AND TO OPERATE)	
THE WASTEWATER SYSTEM OF)	
CUMBERLAND BASIN WASTEWATER)	
SYSTEMS, LLC, AND TO ISSUE A)	
CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	

**JOINT APPLICATION OF LIMESTONE WATER UTILITY OPERATING
COMPANY, LLC AND CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC
FOR APPROVAL OF THE ACQUISITION OF AND TO OPERATE THE
WASTEWATER SYSTEM OF CUMBERLAND BASIN WASTEWATER SYSTEMS,
LLC, AND TO ISSUE A CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY**

Pursuant to Tenn. Code Ann. §§ 65-4-104, 65-4-113, 65-4-107, and 65-4-201, and all applicable rules of the Tennessee Public Utility Commission (“TPUC” or “Commission”), Limestone Water Utility Operating Company, LLC (“Limestone”) and Cumberland Basin Wastewater Systems, LLC. (“Cumberland Basin”) 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 Cumberland Basin Wastewater Systems, LLC (the “Seller”) and used to provide wastewater service to customers in Cumberland and Putnam Counties, Tennessee (the “System”). Limestone and Cumberland Basin (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, 65-4-107, and 65-4-113. Limestone and Cumberland Basin further request the Commission to authorize the transfer of Cumberland Basin's Certificate of Public Convenience and Necessity ("CCN") to Limestone, pursuant to Tenn. Code Ann. § 65-4-113, with its accompanying privilege and franchise. Alternatively, the Applicants request that the Commission grant Limestone a 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,¹ 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

Cumberland Basin Wastewater Systems, LLC
c/o Tim Huddleston
150 Construction Drive
Livingston, TN 38570
(931) 403-1000
thuddleston@wocc.com

¹ The Agreement for Sale of Utility System is attached hereto **Exhibit 7**.

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 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 -** Cumberland Basin State Operating Permit
- Exhibit 17 -** Cumberland Basin's State Operator's Certificate & Operator ID
- Exhibit 18 -** Proposed Chart of Accounts
- Exhibit 19 -** Cumberland Basin List of Plant-In-Service Accounts
- Exhibit 20 -** Limestone's 2022 Annual Report

Exhibit 21 -	Limestone's Proposed Tariff & Cumberland Basin's Existing Tariff
Exhibit 22 -	Cumberland Basin Customers by Class
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 -	Valuation Methodology
Exhibit 27 -	Valuation Schedule and Workpapers
Exhibit 28 -	Proposed Acquisition Adjustment Computation ²
Exhibit 29 -	Cumberland Basin Contributed Assets
Exhibit 30 -	Pro Forma Accounting Entries
Exhibit 31 -	Pre- and Post-Acquisition Rates
Exhibit 32 -	Proposed Protective Order

II. DESCRIPTION OF THE APPLICANTS

A. General Information

1. Cumberland Basin

Cumberland Basin is a Tennessee limited liability company. Its principal office and place of business is at 150 Construction Drive, Livingston, TN 38570. Cumberland Basin operates the System and provides wastewater service to customers in Cumberland and Putnam Counties, Tennessee pursuant to certificates of convenience and necessity granted by the Commission in *Order Approving Application for a Certificate of Public Convenience and Necessity and Tariff*, TPUC Docket No. 07-00079 (Nov. 28, 2007) (Bluffs at Cumberland Cove in Putnam County) and in *Order Granting Transfer of Certificate*, TPUC Docket No. 16-00069 (Nov. 4, 2016) (Genesis Village Estates in Cumberland County). As required by TPUC Rule 1220-04-13-.17(2)(a)7, a description of Cumberland Basin's service area and service area map of the System, including both The Bluffs at Cumberland Cove and Genesis Village Estates, are attached to the Joint Application as **Exhibit 1** and are incorporated by reference.

² In keeping with the naming convention of the USOA for Account 114 Utility Plant Acquisition Adjustment, this exhibit is styled "Proposed Acquisition Adjustment Computation." Nonetheless, to avoid confusion, we note, as set forth herein, that Limestone is not seeking an acquisition adjustment from the Commission pursuant to Commission Rule 1220-04-14-.04 in this Joint Application, though it reserves the ability to request the same in a future rate case.

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 570 water connections and 1,900 wastewater connections in Hardin County, Hardeman County, Marshall 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 147,000 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

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).

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.

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

Cumberland Basin has determined that it is in its best interests and the customers served by the System to sell the System to a qualified operator. In furtherance of that objective, Cumberland Basin and Central States Water Resources, Inc., ("Central States")⁴ entered into a binding Agreement for Sale of Utility System dated February 14, 2023 (the "Agreement"). A copy of the Agreement is attached as **Exhibit 7** and incorporated by reference. The Agreement specifies terms for Cumberland Basin to sell, and Central States or its affiliate to purchase, all assets Cumberland Basin uses to provide wastewater services through the System in Cumberland and Putnam Counties, including, but not limited to, wastewater service facilities and equipment,

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

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, Cumberland Basin will transfer its interests in the System and its entire service area to Limestone. Subsequent to the Transaction, Cumberland Basin will not 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 Cumberland Basin'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 Cumberland Basin'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. If the Commission grants the relief requested in the Joint Application, Limestone

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.

intends to adopt the base rates currently in effect for Cumberland Basin's customers served by the System.

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 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.

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.

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 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 Cumberland Basin 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 Cumberland Basin's 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, ACQUISITION ADJUSTMENT AND TRANSACTION COSTS TREATMENT

Although Limestone is not affirmatively seeking a proposed acquisition adjustment pursuant to TPUC Rule 1220-04-14 in conjunction with and pursuant to this Joint Application, Limestone is, consistent with past requests from either the Consumer Advocate Division or the Commission in other Limestone acquisitions, providing information related to accounting and rate base treatment for the Commission, as well as for Limestone's initial rate case.

Therefore, Limestone proposes that its beginning value of the acquired assets for ratemaking purposes be the value recorded in Cumberland Basin'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 Cumberland Basin's books and records at the date of closing. In any future rate case proceeding, Limestone should be permitted to present evidence and argument concerning the value of assets used and useful for provisioning public utility services, and the Consumer Advocate Division and other interested parties may oppose such values or present their own evidence and argument concerning the value of such assets, including the appropriateness of an acquisition premium.

In its initial base-rate case that includes Cumberland Basin, Limestone may present evidence seeking to establish and include in rate base amounts incurred for legal and other transaction-related fees and services, limited to such costs incurred in relation to this proceeding. The Consumer Advocate Division 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 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 or Cumberland Basin related to this regulatory proceeding. The Consumer Advocate Division and other interested parties may present evidence and argument concerning the proper amounts to be recovered in rates. Limestone will file within 30 days of closing the amount of legal costs.

VI. RATE DESIGN AND OTHER PROPOSALS AND COMMITMENTS

As noted in the Pre-filed Direct Testimony of Limestone Witness Josiah Cox, and as set forth in **Exhibit 21** to the Joint Application, Limestone proposes to charge the base rates that are currently being charged by Cumberland Basin. 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 to establish and include in rate base the net book value of assets it acquires from Cumberland Basin up to an amount not to exceed the purchase price paid for those assets. The Consumer Advocate Division or other interested parties may oppose such values or present their own evidence and argument concerning the value of such assets and the proper calculation of rate base. Further, 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. Again, the Consumer Advocate Division 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 Cumberland Basin 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 at least 180 days prior to its initial request to increase base rates. The Consumer Advocate Division 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, 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 Cumberland Basin'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 Cumberland Basin as of the closing date.

Cumberland Basin commits to transfer to Limestone complete copies of Cumberland Basin'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 Cumberland Basin 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 Cumberland Basin 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.

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.

To minimize any adverse effects on customers, Limestone proposes to adopt Cumberland Basin's approved base rates, and any future changes in those rates would be subject to the Commission's review and approval.

VIII. PROPOSED PROTECTIVE ORDER

A proposed Protective Order for confidential information is attached for consideration for entry by the Commission in this matter, which is necessary to facilitate the production of various information related to this Petition. *See Exhibit 32.*

IX. 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 Cumberland Basin, 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.⁷ 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, Cumberland Basin and Limestone request the Commission issue an order:

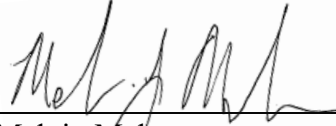
1. Approving the Transaction as necessary and proper for the public convenience and properly conserving, promoting and protecting the public interest;
2. Authorizing Cumberland Basin to sell and transfer to Limestone all interests and assets used to provide wastewater utility services to customers currently served by Cumberland Basin in Cumberland and Putnam Counties, 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 Cumberland Basin;

⁷ The Applicants will further comply with TPUC rules regarding notice after the Commission establishes a hearing date for consideration of this Joint Application.

4. Authorizing appropriate accounting and rate base treatment; and
5. Providing such other relief as the Commission believes is necessary and appropriate under the circumstances on an expedited basis.

Dated: October 31, 2023

Respectfully submitted,



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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 Cumberland Basin to provide wastewater services to customers in Cumberland and Putnam Count, Tennessee. Maps depicting the area served by Cumberland Basin are set forth in **Exhibit 1** to this Joint Application. The Cumberland Basin Wastewater System serving Genesis Village Estates is located in Cumberland County, Tennessee, at 4955 Genesis Road, Crossville, Tennessee. The parcel of land for this facility contains an area of approximately 3.76 acres. The Cumberland Basin Wastewater System serving The Bluffs at Cumberland Cove is located in Putnam County, Tennessee, at 795 Eastridge Pass, Monterey, Tennessee. The parcel of land for this facility contains an area of approximately 6.54 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) *See Order Approving Application for a Certificate of Public Convenience and Necessity and Tariff*, TPUC Docket No. 07-00079 (Nov. 28, 2007) and *Order Granting Transfer of Certificate*, TPUC Docket No. 16-00069 (Nov. 4, 2016).

(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 serves in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, Tennessee, and Texas that provide safe, and reliable service to approximately 147,000 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. 23-00016 (DSH); (2) TPUC Docket No. 23-00037 (IRM) and TPUC Docket No. 23-00070 (Sunset Cove).⁸

⁸ Regarding pending Tennessee acquisitions involving Limestone, copies of required agreements can be found in the Commission's files for Docket Nos. 23-00016 (DSH); 23-00037 (IRM); and 23-00070 (Sunset Cove). 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

(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. The Cumberland Basin has two (2) State Operating Permits, SOP-07008 and SOP-08040, attached to the Joint Application as **Exhibit 16**. Limestone has not filed or applied for a State Operating Permit with TDEC for the Cumberland Basin System or transfer of the existing SOP. If the Commission grants Limestone the authority to acquire the System currently owned and operated by the Seller, 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-

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. 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.

17002, and SOP-07090, as well as discharge permit TN0027278, for wastewater, and TN0000948 for water, as to its current systems in Tennessee.

(2) Cumberland Basin's current State Operator Certificate for the wastewater system operator of record and the operator ID are attached to the Joint Application as **Exhibit 17**. If the Commission grants Limestone the authority to acquire the System currently owned and operated by Cumberland Basin, Limestone will obtain from TDEC all permits and other operating authorizations required by law.

(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 has two (2) State Operating Permits, SOP-07008 and SOP-08040. 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.

(2) 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**.

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

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

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

(6) Not applicable.

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

(8) If the Commission approves the Joint Application, as set forth in the Pre-filed Direct Testimony, Limestone proposes to charge the base rates that are currently charged by Cumberland Basin. Limestone's proposed tariff is attached to the Joint Application as **Exhibit 21**.

(9) Limestone is not currently projecting any customer growth during the first five years of operations for the Cumberland Basin System. However, while there are currently no active developments, Limestone believes that there is available space to construct an additional 168 homes at The Bluffs, and 167 commercial lots at Genesis Village Estates.

(10) Not applicable.

(11) Not applicable.

(12) 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.

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

(f) (1) The sworn Pre-filed Direct Testimony of Limestone Witness Josiah Cox is attached to the Joint Application as **Exhibit 9**. *See Order Approving Application for a Certificate of Public Convenience and Necessity and Tariff*, TPUC Docket 07-00079 (Nov. 28, 2007) and *Order Granting Transfer of Certificate*, TPUC Docket No. 16-00069 (Nov.4, 2016).

(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 Cumberland Basin.

(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. TPUC Rule 1220-04-14-.08 Application for Acquisition and Filing Requirements.

(2) ⁹

- (a) A fully executed acquisition agreement, including all attachments, reflecting the terms and provisions of the acquisition transaction is attached to the Joint Application as **Exhibit 7**;
- (b) 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 as **Exhibit 20** is Limestone's 2022 Annual Report;
- (c) Attached as **Exhibit 21** are Cumberland Basin's tariffs detailing the rates, charges and terms of service currently in effect for the System ;

⁹ This subsection (2) correlates with subsection (2) in TPUC Rule 1220-04-14-.08.

- (d) Attached as **Exhibit 22** is a schedule detailing the number of customers by customer class served by Cumberland;
- (e) Attached as **Exhibit 1** is a description and map that describes the service area of Cumberland Basin;
- (f) Attached as **Exhibit 23** is a forecasted income statement detailing the projected operating revenues, expenses, taxes and net income attributable to the Cumberland Basin operations for the twelve-month period following the estimated closing date of the acquisition transaction;
- (g) 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 Cumberland Basin system or service area for the three-year period following the estimated closing date of the acquisition transaction;
- (h) 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;
- (i) Attached to the Joint Application as **Exhibit 26** is a statement fully explaining the proposed methodology for valuing the acquired assets to be incorporated into the acquired rate base under Rule 1220-04-14-.03;
- (j) Attached to the Joint Application as **Exhibit 27** is a schedule and supporting workpapers detailing the computation of the value of the acquired assets

requested for inclusion in the acquired rate base under Rule 1220-04-14-.03;

- (k) Attached to the Joint Application as **Exhibit 28** is a schedule and supporting workpapers detailing the computation of any proposed acquisition adjustment requested for inclusion in the acquired rate base under Rule 1220-04-14-.04;
- (l) Although Limestone is not affirmatively seeking a proposed acquisition adjustment pursuant to TPUC Rule 1220-04-14 in conjunction with and pursuant to this Joint Application, Limestone is, consistent with past requests from either the Consumer Advocate Division or the Commission in other Limestone acquisitions, providing information related to accounting and rate base treatment for the Commission, as well as for Limestone's initial rate case. Further, certain benefits, efficiencies and service changes are outlined in the Pre-filed Direct Testimony of Limestone Witness Josiah Cox;
- (m) Attached as **Exhibit 29** is a schedule identifying any assets that were contributed or donated to the Cumberland Basin that are included in the acquisition transaction;
- (n) A statement discussing the proposed methodology and rate design for recovery from customers of any requested (i) acquisition adjustment; (ii) costs of post-acquisition capital investments; or (iii) regulatory, transaction and closing costs is contained in the Joint Application;

- (o) 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;
 - (p) See **Exhibit 21**;
 - (q) See **Exhibit 21**. As set forth in the Joint Petition and the attached Pre-filed Direct Testimony of Josiah Cox (**Exhibit 9**), if the acquisition is approved, Limestone will adopt the base rates currently in effect and charged by Cumberland Basin;
 - (r) Not applicable. The post-approval, post-closing Limestone rates set forth in **Exhibit 21**, which are the same base rates currently charged by Cumberland Basin, will only apply to acquired customers served by the System;
 - (s) Not applicable. The post-approval, post-closing Limestone rates set forth in **Exhibit 21**, which are the same base rates currently charged by Cumberland Basin, will only apply to acquired customers served by the System;
 - (t) In addition to the Joint Application, the attached Pre-filed Direct Testimony of Josiah Cox (**Exhibit 9**) addresses how the proposed acquisition serves the public interest; and
 - (u) See the attached Pre-filed Direct Testimony of Josiah Cox (**Exhibit 9**), which supports the Joint Application for acquisition.
- (3) Limestone has requested a Certificate of Public Convenience and Necessity (CCN) and demonstrated herein its eligibility for a CCN to operate the Cumberland Basin system in accordance with applicable statutory law and Commission rules and regulations.

- (4) Attached to the Joint Application as **Exhibit 21** is Limestone's proposed tariff incorporating the acquired customers into the Limestone's rates, charges and terms of provisioning public utilities services.
- (5) Attached to the Joint Application as **Exhibit 13** is a copy of the draft Customer Notice Letter of the proposed acquisition provided by Limestone. After the Commission notices a hearing date, Cumberland Basin'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

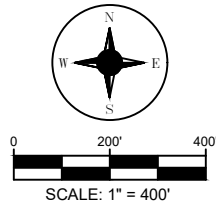
Currently, Cumberland Basin Wastewater Systems, LLC provides wastewater services to customers in the following service area in Cumberland and Putnam County, Tennessee:

- The Bluffs at Cumberland Cove
- Genesis Village Estates

The maps provide a complete description of the geographic territory served by Cumberland Basin Wastewater Systems, LLC, 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 Cumberland Basin Wastewater Systems, LLC:



PROPOSED SERVICE AREA MAP CUMBERLAND BASIN – GENESIS VILLAGE ESTATES, TN CUMBERLAND, TN

General Location Map

ELECTRICAL UTILITY SERVICE FOR THIS PARCEL IS PROVIDED BY:
VOLUNTEER ENERGY COOPERATIVE
KEVIN HEMBREE, SERVICE AREA MANAGER
P.O. BOX 609
235 O'BRIEN DRIVE
CROSSVILLE, TN 38555

SITE 1: WWTF SITE
NEAR ADDRESS: 332 GENESIS AVENUE
Latitude: 36.018374135585
Longitude: -84.9940621809927

SITE 2: LIFT STATION SITE
NEAR ADDRESS: 124 GENESIS AVENUE
Latitude: 36.017131
Longitude: 84.992264

SERVICE AREA LEGAL DESCRIPTION GENESIS VILLAGE CAMPBELL COUNTY, TN

A parcel of land being located in Cumberland County, Tennessee, and being particularly described as follows:

Beginning at the SE corner of the Townhouses of Genesis Village Estates, thence run along a curve to the left along the northern right-of-way of Genesis Road for 300.92 feet, said curve having a radius of 3308.80 feet, a chord bearing of South 19°30'09" West, and a chord distance of 300.81 feet; thence continuing along said right-of-way run South 16°53'53" West for 326.27 feet; thence leaving said right-of-way run North 38°16'59" West for 1820.72 feet; thence run North 31°56'18" East for 382.87 feet; thence run North 62°04'06" East for 136.29 feet; thence run South 39°17'56" East for 1579.38 feet back to the Point of Beginning.

Said parcel contains 20.1 acres, more or less.

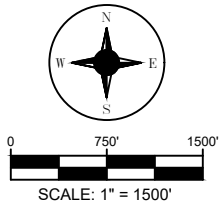
LEGEND

 Requested Area to Transfer

EXHIBIT 1	
DATE:	10/19/23
DRAWN BY:	A.M.D.
SCALE:	1" = 400'
SHEET NAME:	
GENERAL LOCATION MAP	

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090
mail@21designgroup.net
P: 636-432-5029



PROPOSED SERVICE AREA MAP CUMBERLAND BASIN – THE BLUFFS AT CUMBERLAND COVE, TN PUTNAM, TN

General Location Map

SERVICE AREA LEGAL DESCRIPTION
THE BLUFFS AT CUMBERLAND COVE
PUTNAM COUNTY, TN

A parcel of land being located in the Fourth Civil District of Putnam County, Tennessee, and being particularly described as follows:

Beginning at the southernmost corner of Lot 49 of Cumberland Cove, Unit 8, Block 69, said point being on the northern right-of-way of Cliff Park Road & Eastridge Pass, thence run South 24° 05' 19" East for 70.00 feet; thence run South 72° 36' 15" West for 54.77 feet; thence run South 10° 42' 14" East for 7.98 feet; thence run South 79° 17' 46" West for 153.63 feet; thence run North 10° 42' 14" West for 7.98 feet; thence along a curve to the left for 164.17 feet, said curve having a radius of 195.00 feet, a chord bearing of S55° 10' 43" West, a chord distance of 159.36 feet; thence run South 31° 20' 37" West for 201.18 feet; thence run South 34° 28' 27" West for 328.95 feet; thence run South 19° 57' 37" West for 61.29 feet; thence run South 26° 30' 18" West for 87.80 feet; thence run South 19° 58' 55" West for 177.20 feet; thence run South 85° 21' 31' 21" East for 12.15 feet; thence run South 02° 12' 55" East for 69.12 feet; thence run South 43° 26' 41" East for 122.57 feet; thence run North 76° 40' 48" East for 147.40 feet; thence run South 17° 50' 16" West for 123.23 feet; thence run South 06° 35' 18" West for 140.92 feet; thence run South 07° 59' 18" West for 159.02 feet; thence run South 10° 47' 18" West for 151.32 feet; thence run South 03° 54' 59" West for 154.47 feet; thence run South 33° 14' 10" West for 159.76 feet; thence run South 36° 39' 18" West for 187.82 feet; thence run South 46° 47' 22" West for 152.91 feet; thence run South 17° 49' 27" West for 175.19 feet; thence run South 04° 21' 47" East for 172.60 feet; thence run South 15° 22' 55" West for 196.37 feet; thence run South 23° 02' 18" East for 186.22 feet; thence run South 01° 04' 42" East for 252.23 feet; thence run South 21° 25' 42" East for 275.94 feet; thence run South 10° 45' 14" West for 256.65 feet; thence run South 58° 08' 13" East for 198.40 feet; thence run South 20° 14' 42" East for 229.83 feet; thence run South 15° 42' 42" East for 102.51 feet; thence run South 12° 53' 22" East for 304.51 feet; thence run South 26° 43' 40" East for 71.85 feet; thence run South 35° 19' 40" West for 105.09 feet; thence run South 35° 19' 40" West for 153.94 feet; thence run South 35° 22' 06" West for 154.82 feet; thence run South 30° 20' 30" East for 119.28 feet; thence run South 00° 29' 30" West for 204.41 feet; thence run South 00° 37' 19" West for 94.69 feet; thence run South 03° 17' 46" West for 158.18 feet; thence run South 41° 46' 12" East for 156.36 feet; thence run South 26° 35' 02" West for 188.75 feet; thence run South 33° 39' 13" West for 330.29 feet; thence run South 15° 13' 31" East for 123.40 feet; thence run South 06° 33' 18" West for 300.93 feet; thence run South 27° 07' 18" West for 249.18 feet; thence run South 26° 35' 37" West for 390.31 feet; thence run South 21° 02' 54" West for 35.05 feet; thence run South 31° 39' 18" West for 58.57 feet; thence run South 08° 25' 46" West for 172.02 feet; thence run South 24° 14' 49" West for 196.18 feet; thence run South 45° 50' 35" West for 132.22 feet; thence run South 48° 26' 31" West for 49.09 feet; thence run South 15° 04' 21" West for 55.69 feet; thence run South 29° 57' 40" West for 99.90 feet; thence run South 21° 00' 00" East for 47.01 feet; thence run South 18° 17' 12" West for 154.75 feet; thence run North 58° 57' 25" West for 514.05 feet; thence run North 26° 45' 00" West for 553.80 feet; thence run North 35° 28' 23" West for 252.24 feet; thence run North 21° 30' 20" West for 149.73 feet; thence run North 41° 38' 02" West for 121.83 feet; thence run North 35° 43' 42" West for 187.52 feet; thence run North 78° 12' 30" West for 173.38 feet; thence run North 39° 27' 12" West for 361.94 feet; thence run North 18° 57' 17" East for 581.20 feet; thence run North 61° 06' 24" East for 721.92 feet; thence run North 72° 34' 51" East for 150.37 feet; thence run North 86° 17' 52" East for 224.26 feet; thence run South 04° 31' 08" East for 125.14 feet; thence run South 00° 51' 34" West for 67.69 feet; thence run South 47° 25' 03" East for 46.28 feet; thence run South 04° 12' 19" East for 59.78 feet; thence run South 13° 54' 37" West for 125.44 feet; thence run South 01° 52' 33" East for 184.41 feet to the northern right-of-way of Westridge Trail; thence run in a northeasterly direction along said right-of-way the following calls: run along a curve to the left for 105.71 feet, a radius of 175.00 feet, a chord bearing of N58° 27' 15" East, and a chord distance of 104.11 feet; thence run North 42° 26' 01" East for 84.57 feet; thence along a curve to the left for 116.40 feet, said curve having a radius of 175.00 feet, a chord bearing of N23° 22' 40" East, and a chord distance of 114.27 feet; thence run North 04° 19' 19" East for 103.74 feet; thence leaving said right-of-way, run South 87° 44' 23" West for 144.41 feet; thence run North 07° 22' 49" East for 203.54 feet; thence run North 51° 04' 19" East for 192.26 feet; thence run South 28° 41' 37" East for 141.25 feet to the northern right-of-way of Westridge Trail; thence run North 59° 16' 10" East along said right-of-way for 150.08 feet; thence leaving said right-of-way, run North 28° 41' 37" West for 135.81 feet; thence run South 61° 18' 23" West for 57.53 feet; thence run North 70° 43' 38" West for 40.02 feet; thence run North 50° 53' 10" West for 117.53 feet; thence run South 71° 34' 47" West for 100.76 feet; thence run North 14° 02' 05" West for 202.62 feet; thence run North 60° 59' 27" East for 162.16 feet; thence run North 31° 25' 05" East for 196.45 feet; thence run North 41° 54' 27" East for 62.64 feet; thence run North 63° 53' 35" East for 76.08 feet; thence run South 73° 47' 25" East for 85.38 feet; thence run South 87° 59' 36" East for 48.72 feet; thence run North 79° 10' 50" East for 77.20 feet; thence run North 05° 17' 34" West for 424.46 feet; thence run North 11° 53' 07" West for 497.25 feet; thence run North 04° 58' 22" West for 181.36 feet; thence run North 9° 13' 41" West for 255.34 feet to the southern right-of-way of Moss Bend Trail; thence run along said right-of-way the following calls: run South 89° 46' 03" West for 93.72 feet; thence run along a curve to the left for 332.70 feet, said curve having a radius of 195.00 feet, a chord bearing of S40° 52' 54" West, and a chord distance of 293.79 feet; thence run South 01° 21' 54" East for 154.34 feet; thence leaving said right-of-way, run South 51° 38' 47" East for 118.87 feet; thence run South 28° 00' 26" East for 324.59 feet; thence run South 59° 01' 39" West for 152.42 feet; thence run South 61° 50' 16" West for 201.92 feet; thence run South 67° 48' 05" West for 203.52 feet; thence run South 89° 58' 13" West for 316.60 feet; thence run North 70° 18' 19" West for 319.68 feet; thence run North 34° 26' 48" West for 313.60 feet; thence run North 07° 19' 41" West for 317.72 feet; thence run South 88° 49' 56" East for 379.92 feet to the western right-of-way of Moss Bend Trail; thence run along said right-of-way the following calls: run North 03° 37' 42" West for 132.19 feet; thence run along a curve to the left for 54.61 feet, said curve having a radius of 90.00 feet, a chord bearing of N21° 00' 49" West, and a chord distance of 53.78 feet; thence run along a curve to the right for 82.66 feet, said curve having a radius of 60.00 feet, a chord bearing of N08° 58' 22" East, and a chord distance of 73.56 feet; thence run North 03° 21' 52" West for 141.01 feet; thence run North 88° 16' 52" East for 521.51 feet; thence run South 43° 32' 57" East for 258.82 feet to the western right-of-way of Moss Bend Trail; thence run along said right-of-way on a curve to the right for 52.69 feet, said curve having a radius of 244.98 feet, a chord bearing of N31° 29' 11" East, and a chord distance of 52.59 feet; thence leaving said right-of-way run North 43° 17' 34" West for 203.62 feet; thence run North 03° 02' 35" East for 398.71 feet; thence run North 20° 51' 11" East for 111.33 feet; thence run South 83° 40' 41" East for 471.81 feet to the western right-of-way of Eastridge Pass; thence run in a northerly direction along said right-of-way the following calls: run along a curve to the right for 104.82 feet, said curve having a radius of 50.00 feet, a chord bearing of N11° 59' 04" West, and a chord distance of 86.65 feet; thence run along a curve to the right for 120.11 feet, said curve having a radius of 225.88 feet, a chord bearing of N01° 29' 02" East, and a chord distance of 118.70 feet; thence run North 16° 44' 17" East for 91.07 feet; thence run along a curve to the right for 125.81 feet, said curve having a radius of 226.89 feet, a chord bearing of N29° 59' 15" East, and a chord distance of 124.20 feet; thence run North 45° 52' 18" East for 53.53 feet; thence run along a curve to the left for 62.76 feet, said curve having a radius of 174.99 feet, a chord bearing of N35° 35' 55" East, and a chord distance of 62.42 feet; thence run North 25° 19' 32" East for 183.54 feet; thence leaving said right-of-way run South 87° 15' 51" West for 400.63 feet; thence run North 20° 51' 11" East for 1,651.59 feet; thence run South 57° 23' 06" East for 288.18 feet to the western right-of-way of Eastridge Pass; thence run North 43° 12' 54" East along said right-of-way for 81.22 feet; thence leaving said right-of-way run North 50° 12' 10" West for 473.67 feet; thence run North 04° 11' 21" West for 126.94 feet; thence run North 40° 20' 02" West for 135.93 feet; thence run North 51° 54' 05" West for 211.34 feet; thence run North 49° 38' 33" West for 196.03 feet; thence run North 52° 31' 33" West for 141.82 feet; thence run North 76° 40' 28" West for 215.25 feet; thence run South 86° 37' 47" West for 159.39 feet; thence run North 47° 02' 00" West for 81.01 feet; thence run South 75° 42' 08" West for 215.52 feet; thence run South 50° 29' 34" West for 93.77 feet; thence run South 15° 40' 16" West for 122.17 feet; thence run South 42° 54' 37" West for 44.18 feet; thence run North 40° 34' 31" West for 71.73 feet; thence run South 38° 31' 36" West for 122.38 feet; thence run South 12° 18' 27" West for 95.91 feet; thence run South 30° 25' 22" East for 89.83 feet; thence run South 55° 56' 12" West for 100.84 feet; thence run South 45° 31' 33" West for 209.91 feet; thence run South 18° 33' 27" West for 86.21 feet; thence run South 46° 34' 27" West for 97.41 feet; thence run South 65° 05' 27" West for 87.41 feet; thence run South 77° 41' 50" West for 63.12 feet; thence run North 87° 53' 35" West for 118.30 feet; thence run North 72° 34' 23" West for 181.96 feet; thence run North 08° 41' 51" West for 388.17 feet; thence run North 78° 03' 46" East for 73.75 feet; thence run North 04° 11' 37" East for 88.44 feet; thence run North 86° 36' 41" West for 28.60 feet; thence run North 03° 23' 55" West for 156.90 feet; thence run North 09° 19' 27" East for 124.62 feet; thence run North 10° 22' 33" West for 76.71 feet; thence run North 02° 23' 11" East for 171.89 feet; thence run North 43° 00' 00" East for 58.01 feet; thence run South 80° 57' 12" East for 298.36 feet; thence run North 73° 50' 24" East for 189.52 feet; thence run South 63° 27' 07" East for 107.26 feet; thence run North 85° 36' 45" East for 115.08 feet; thence run South 10° 10' 43" East for 162.47 feet; thence run South 87° 37' 49" East for 71.63 feet; thence run North 68° 09' 54" East for 212.82 feet; thence run North 55° 28' 15" East for 56.45 feet; thence run South 85° 48' 02" East for 115.19 feet; thence run North 72° 57' 17" East for 169.96 feet; thence run North 30° 46' 49" East for 131.51 feet; thence run North 12° 11' 28" West for 70.21 feet; thence run North 18° 20' 39" East for 131.91 feet; thence run North 56° 41' 53" East for 131.61 feet; thence run North 73° 54' 28" East for 115.94 feet; thence run South 64° 24' 20" East for 73.40 feet; thence run South 33° 56' 29" East for 205.80 feet; thence run South 23° 58' 31" East for 53.67 feet; thence run South 03° 02' 00" West for 120.94 feet; thence run South 17° 52' 44" West for 68.31 feet; thence run South 27° 32' 40" East for 145.37 feet; thence run South 03° 59' 57" East for 125.76 feet; thence run South 22° 52' 04" East for 115.55 feet; thence run North 50° 29' 34" East for 498.98 feet; thence run South 43° 09' 31" East for 709.34 feet; thence run South 02° 32' 58" East for 153.30 feet to the northern right-of-way of Eastridge Pass; thence run in an easterly direction along said right-of-way the following calls: run along a curve to the right for 77.41 feet, said curve having a radius of 255.05 feet, a chord bearing of N70° 36' 36" East, and a chord distance of 77.11 feet; thence run North 10° 40' 37" West for 7.98 feet; thence run North 79° 19' 23" East for 144.64 feet; thence run South 10° 40' 37" East for 7.98 feet; thence run North 72° 36' 15" East for 38.46 feet back to the Point of Beginning.

Said parcel contains 215.9 acres, more or less.

ELECTRICAL UTILITY SERVICE FOR THIS PARCEL IS PROVIDED BY:
VOLUNTEER ENERGY COOPERATIVE
KEVIN HEMBREE, SERVICE AREA MANAGER
P.O. BOX 609
235 O'BRIEN DRIVE
CROSSVILLE, TN 38555

SITE 1: WWTF SITE
NEAR ADDRESS: 980 EASTRIDGE PASS
Latitude: 36.0576762560639
Longitude: -85.3025396396787

LEGEND



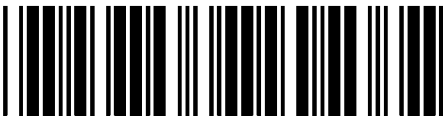
EXHIBIT 1	
DATE:	10/24/23
DRAWN BY:	A.M.D.
SCALE:	1" = 1500'
SHEET NAME:	
GENERAL LOCATION MAP	

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;

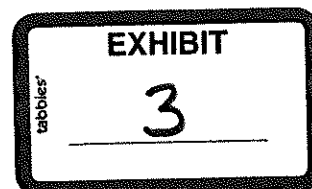
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

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.

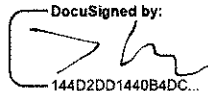
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of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

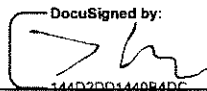
11.7. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

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

Formation/Qualification Date: 12/04/2018

Status: Active

Duration Term: Perpetual

Business County: KNOX COUNTY

Control #: 997814

Date Formed: 12/04/2018

Formation Locale: TENNESSEE

Inactive Date:

CERTIFICATE OF EXISTENCE

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

Limestone Water Utility Operating Company, LLC

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

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

* has 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

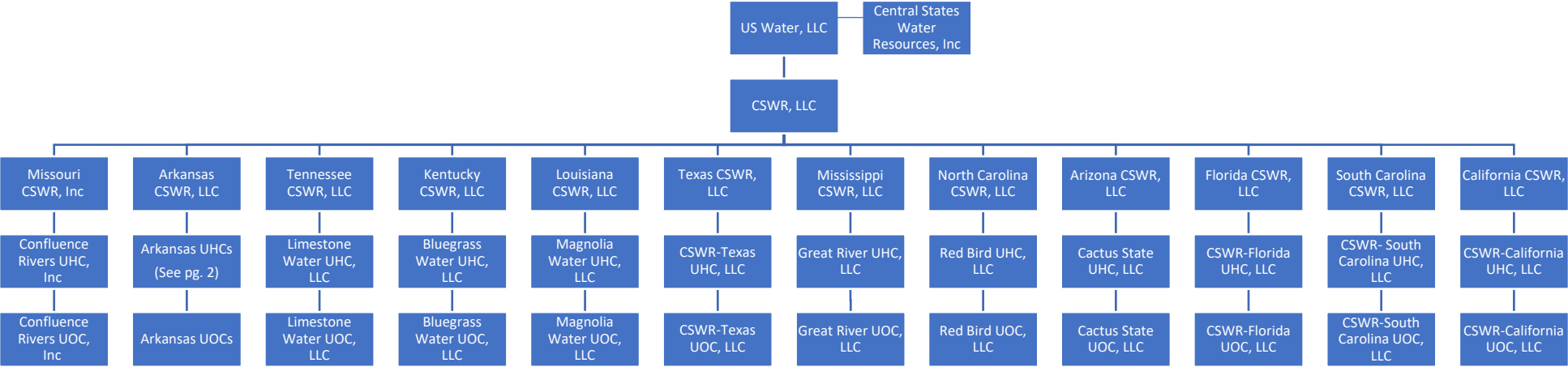
Processed By: Cert Web User

Verification #: 046029631

EXHIBIT 5

CSWR Organization Chart

Central States Water Resources Corporate Entity Organizational Chart



Arkansas CSWR Organizational Chart Detail

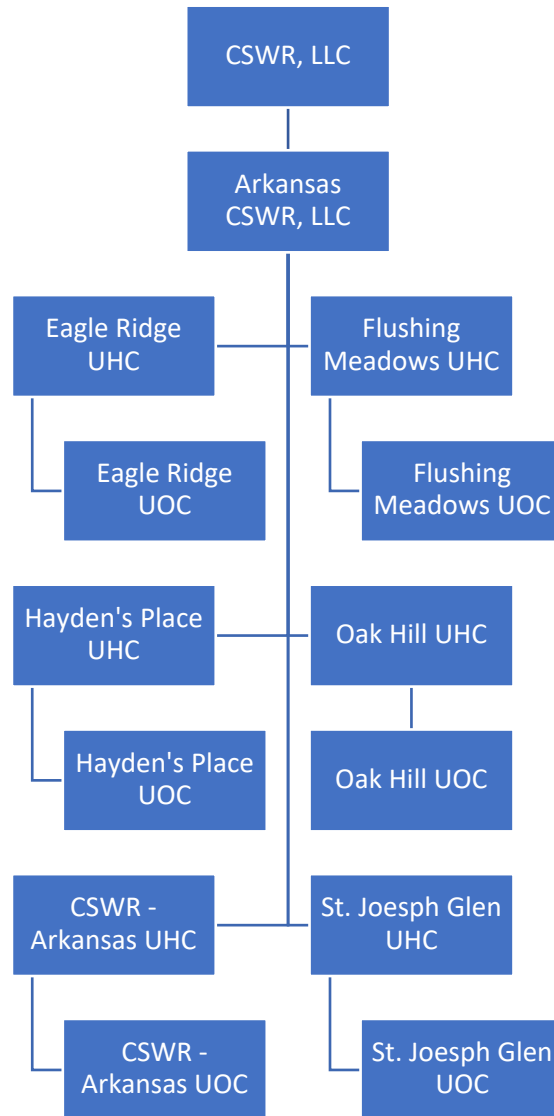


EXHIBIT 6

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 146,000 connections total. Below is a list of utilities served:

Missouri

Utility Operating Company	Service Provided	Connections (Total Services)
Confluence Rivers	Water & Wastewater	10,480

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	3,532

Louisiana

Utility Operating Company	Service Provided	Connections (Total Services)
Magnolia Water	Wastewater & Wastewater	71,022

Texas

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Texas	Wastewater & Wastewater	15,075

Tennessee

Utility Operating Company	Service Provided	Connections (Total Services)
Limestone Water	Wastewater & Wastewater	2,549

Arizona

Utility Operating Company	Service Provided	Connections (Total Services)
Cactus State	Wastewater & Wastewater	4,554

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	17,945

Mississippi

Utility Operating Company	Service Provided	Connections (Total Services)
Great River	Wastewater & Wastewater	17,178

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 14th day of February, 2023, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC a Tennessee limited liability company qualified and registered to transact business in the State of Tennessee ("*Seller*"), collectively ("*Parties*").

WHEREAS, Seller has developed and operates, as a regulated sewer corporation, sewer facilities in the areas more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Putnam and Cumberland Counties, Tennessee (hereinafter the "*Systems*"); and

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

WHEREAS, Seller is a limited liability company, organized and existing under the constitution and the laws of the State of Tennessee, with 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 Systems 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 Systems.

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, including but not limited to the independent consideration of Buyer expending funds to review the feasibility of this purchase, Seller agrees to provide Buyer with the rights set forth in Section 8 herein and elsewhere, and 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 sewer systems in the Systems areas depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Putnam and Cumberland Counties, 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 Putnam and Cumberland Counties, Tennessee, and used or held for use in connection with the Systems 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 Systems;

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

G. All assets not described which are located in Putnam and Cumberland Counties, 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 general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the 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, which policy shall insure the owner's title to be marketable as the same is described and defined in Title Examination Standards of The Tennessee Bar ("*Title Standards*"). After delivery of said title insurance 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 (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes affidavits or other papers as described in such standards in order for the title company to delete the same). 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 and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. 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 sole 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 Hundred Thousand and 00/100 Dollars (\$100,000.00)** 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 Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, 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 as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Property to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Property. 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 and Standing of Seller.** Seller is a limited liability company, organized and existing under the constitution and laws of the State of Tennessee in good standing with the Tennessee Secretary of State and Seller has all the requisite power and authority to sell the Property pursuant to the terms of this Agreement.

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.** After Buyer's inspection and acceptance of the Property, there shall not be:

i. Any material change in the use of the Property in connection with the business or operations of the System;

ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Property.

D. **Title to Properties.** Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Property. 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, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Property to be sold hereunder.

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.

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the Systems and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Putnam and Cumberland Counties Recorder's Office where such easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

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 Systems 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, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the Systems are being conducted, and as of the date of the Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes. 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 Systems or any other endeavors of Seller (whether related to the Systems 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.

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, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

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.

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. Other than the foregoing permitted assignment, 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:

Tim Huddleston
Cumberland Basin Wastewater Systems, LLC
150 Construction Drive
Livingston, TN
Phone: (931) 403-1000
Facsimile: _____
Email: thuddleston@wocc.com

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:

CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC

By: Tim Huddleston
Tim Huddleston, Member

BUYER:

CENTRAL STATES WATER RESOURCES, INC.

By: Josiah Cox
Josiah Cox (Feb 14, 2023 10:41 CST)
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 Counties of Putnam and Cumberland State of Tennessee:

All interests in land used or useful in operation of the Sewer Systems 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 Systems 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]

CBWS Sale Agreement

Final Audit Report

2023-02-14

Created:	2023-02-14
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7mAlmC5pHY6-TRPdpE3TFRHweKU1MupT

"CBWS Sale Agreement" History






-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2023-02-14 - 4:40:31 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
2023-02-14 - 4:41:07 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
2023-02-14 - 4:41:29 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2023-02-14 - 4:41:37 PM GMT - Time Source: server- IP address: 107.122.93.51
-  Agreement completed.
2023-02-14 - 4:41:37 PM GMT

EXHIBIT 8

Assignment of Rights Agreement

ASSIGNMENT OF CONTRACT RIGHTS

This Assignment of Contract Rights ("Assignment") is executed as of the 16th day of October, 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 February 14, 2023, Assignor entered into that certain Agreement for Sale of Utility System ("Purchase Agreement"), with Cumberland Basin Wastewater Systems, LLC, a Tennessee limited liability company ("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;

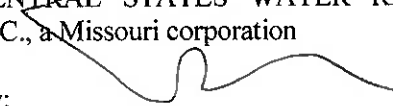
NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree:

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

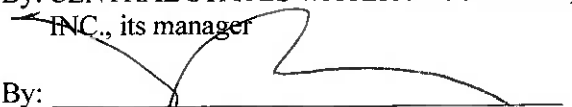
By: 

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. The firm did 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 was the

1 administrator of this system, where I managed the functioning, testing, and maintenance of
2 the system; performed the billing, emergency response, accounts payable/accounts
3 receivable, collections, budgeting, customer service, and public town meetings required to
4 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 850 water or
16 wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, Mississippi,
17 North Carolina, South Carolina, Florida, Arizona, and Arkansas.

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

19 A. The purpose of my testimony is to support the application ("Joint Application") submitted
20 in this matter by Limestone and Cumberland Basin Wastewater Systems, LLC
21 ("Cumberland Basin" or "Seller") (collectively, "Joint Applicants"), which seeks
22 Commission authority for Limestone to acquire all assets currently used by Cumberland
23 Basin to provide regulated wastewater utility service to customers in Cumberland and

1 Putnam Counties, Tennessee. My testimony describes the proposed transaction and
2 explains why the Joint Applicants believe that authorizing the consummation of the
3 transaction is in the public interest. I also describe, in greater detail to that already provided,
4 Limestone's relationship to CSWR, the role CSWR would play in Limestone's operation
5 of the wastewater system at issue in this case, and the benefits Limestone's relationship
6 with CSWR would bring to customers served by this system. Finally, I provide the
7 Commission with information required by Commission rules applicable to the Joint
8 Application. In this testimony, I also verify that all information included in the Joint
9 Application is true and correct to the best of my information and belief.

10 **BACKGROUND INFORMATION REGARDING**
11 **LIMESTONE AND ITS AFFILIATES**

12 **Q. PLEASE PROVIDE SOME BACKGROUND INFORMATION ABOUT**
13 **LIMESTONE AND CSWR.**

14 A. Limestone is a Tennessee limited liability company formed to acquire water and
15 wastewater assets in Tennessee and to operate those assets as a regulated public utility. In
16 its Docket No. 19-00062, the Commission authorized Limestone to acquire and operate
17 water and wastewater systems previously owned by Aqua Utilities Company, Inc.¹
18 Likewise, the Commission granted Limestone the authority to acquire and operate other
19 systems, as well, including those of Cartwright Creek, LLC, Shiloh Falls Utilities, Inc.,
20 Chapel Woods Home Owners Association and Candlewood Lakes.² Currently, Limestone

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*

1 serves approximately 570 water customers and 1,900 wastewater customers in Tennessee.
2 If the Commission grants the requests the Joint Applicants have made in this case,
3 Limestone would acquire, own, and operate the wastewater systems currently owned by
4 Cumberland Basin, both The Bluffs at Cumberland Cove system and the Genesis Village
5 Estates system, (the “System”).

6 Limestone is an indirect subsidiary of CSWR, a Missouri limited liability company
7 formed to provide managerial, technical, and financial support to Limestone and its utility
8 operating affiliates. A corporate organization chart illustrating that relationship is attached
9 as **Exhibit 5** to the Joint Application.

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

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

18 A. CSWR's business plan is to pursue the purchase and recapitalization of small water and
19 wastewater systems and to operate those systems as investor-owned regulated utilities.

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 Many of those systems are not currently regulated. Of those that are regulated, many, if not
2 most, are out of compliance with utility commission rules and with federal or state pollution
3 and safety laws and regulations. Indeed, many systems we acquire do not even have federal
4 or state permits required to lawfully operate those systems. CSWR has also found that
5 many regulated systems it acquires have not increased their rates for a decade or more and,
6 as a result, lack the financial resources necessary to operate, build, maintain, and replace
7 assets used to provide safe and reliable service or bring their operations into compliance
8 with rapidly changing environmental and water quality regulations. Some systems CSWR
9 acquires are in receivership and, therefore, lack the ability to raise capital necessary to
10 improve their systems. Because it has found investors willing to make investments and take
11 risks necessary to bring small water and wastewater systems into compliance with current
12 statutes, rules, and regulations, CSWR, through its affiliates, has been able to acquire such
13 distressed systems, invest capital necessary to upgrade or repair physical facilities, and
14 operate those systems in a way that serves the public interest and satisfies customers,
15 regulators, and investors alike.

16 CSWR's business plan and the expertise its personnel provide to affiliates have
17 convinced regulators in Tennessee, Missouri, Arkansas, Kentucky, Louisiana, Texas,
18 Mississippi, North Carolina, South Carolina, Florida, and Arizona to permit CSWR
19 affiliates to acquire and operate numerous small water and wastewater systems in those
20 states, and CSWR expects to be authorized to acquire additional systems in those and other
21 states in the future. If the Commission authorizes Limestone to acquire the assets used to
22 operate the System, it would be added to the portfolio of systems the Company currently
23 operates in Tennessee. CSWR hopes the Commission will give it the same opportunity in

1 this case it gave CSWR in the previous Aqua Utilities, Cartwright Creek, Shiloh Falls
2 Utilities, Chapel Woods and Candlewood Lakes acquisition cases, so it can continue in
3 Tennessee the record of success our affiliated group has achieved elsewhere.

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

6 A. Limestone and its affiliates have the financial, technical, and managerial ability to acquire,
7 own, and operate Cumberland Basin's wastewater system in a manner that fully complies
8 with applicable health, safety, and environmental protection laws and regulations and
9 provide reliable, safe, and adequate service to customers. Limestone demonstrated this to
10 the Commission in TPUC Docket Nos. 19-00062, 21-00053, 21-00055, 21-00059 and 21-
11 00060. Limestone is part of an affiliated group that currently owns and operates wastewater
12 systems serving more than 221,000 customers and drinking water systems serving more
13 than 147,000 customers in Missouri, Arkansas, Kentucky, Louisiana, Texas, Mississippi,
14 North Carolina, South Carolina, Florida, Arizona, and Tennessee.

15 The overall business plan of our affiliate group is to purchase and recapitalize small
16 water and wastewater systems and operate those systems as public utilities. As of the end
17 of 2022, the CSWR-affiliated group of utilities became the single largest owner/operator
18 of individual wastewater treatment plants in the United States.

19 Because it is one of the largest individual water and wastewater systems owners in
20 the United States and given its commitment to providing safe and reliable service that
21 complies with all applicable regulations, CSWR has on staff, or can efficiently engage,
22 skilled professionals who have the most recent, up-to-date knowledge and experience
23 necessary to operate its water and wastewater systems. CSWR's in-house workforce also

1 has the most relevant recent experience refurbishing small, distressed utilities in the
2 country, and CSWR routinely supplements those in-house resources with qualified, third-
3 party contractors with whom it works on a regular basis. Having sufficient qualified
4 personnel to operate the System it proposes to acquire will not be a problem for Limestone
5 or CSWR.

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

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

20 A. Yes, it does, as evidenced by the fact CSWR already is providing those and other similar
21 services for water and wastewater systems in Missouri, Arkansas, Kentucky, Louisiana,
22 Texas, Mississippi, North Carolina, South Carolina, Florida, Arizona, and Tennessee. I
23 already described my background and experience in the water and wastewater utility

1 industry. Additionally, as outlined in the Joint Application, the resumes of the other key
2 members of CSWR's senior team who would be involved in Limestone's operations show
3 that CSWR is all well-qualified to meet the demands of Limestone and its customers and
4 to satisfy the rules, regulations, and requirements of this Commission and other regulators
5 charged with overseeing Limestone's operations. The types and quality of services CSWR
6 provides Limestone are not usually available to small wastewater systems like the System
7 operated by Cumberland Basin. However, CSWR's business model was developed to
8 provide that expertise and experience to affiliates and to do so while achieving economies
9 of scale attributable to CSWR's centralized management structure. Not only would CSWR
10 and Limestone provide current Cumberland Basin customers expertise and professional
11 depth not generally available to small wastewater systems, the size of its affiliate group can
12 create economies of scale that would not be possible if Limestone had to acquire or provide
13 such expertise and support on a company- or system-specific basis. The unique availability
14 of these efficiencies and resources will result in the customers served by the System
15 obtaining the benefit of the very best in technological advances, national experience and
16 industry exposure.

17 **Q. HAS CSWR'S GROUP OF AFFILIATED COMPANIES TAKEN STEPS TO**
18 **IMPROVE CUSTOMER SERVICES AT THE SYSTEMS IT NOW OPERATES?**

19 A. Yes. In addition to the capital improvements made on systems CSWR's affiliate group has
20 acquired, CSWR has built from scratch customer service systems that are designed to meet
21 or exceed regulatory commission rules and provide numerous benefits to the customers.

22 If the Joint Application is approved, Limestone would implement operational
23 changes to improve and enhance customer service to Cumberland Basin's current

1 customers. For example, those customers would have access to live employees through a
2 24-hour phone line to report any utility service issues. Those service-related calls would
3 then be transferred into the computerized maintenance management system (“CMMS”)
4 and converted into work orders, creating a historical record of all reported service issues.
5 The work order will also ensure contracted customer service personnel can immediately
6 commence work required to deal quickly and efficiently with any customer service issues.
7 Second, Limestone would ensure Cumberland Basin customers have access to customer
8 service representatives during normal business hours to talk about any customer concerns,
9 as well as utility-specific webpage and dedicated email address, in order to keep customers
10 informed about their rates and terms of utility service. Information available on the website
11 would include dissemination of state-mandated information, up-to-date website bulletins
12 about service issues, commission-approved tariffs, and procedures for service initiation or
13 discontinuance. Mirroring relevant utility homepage information, Limestone would
14 provide Cumberland Basin customers with a dedicated social media page to offer another
15 avenue of communication with customers about utility matters. The social media account
16 is manned by customer service representatives that can answer customer questions. Finally,
17 Limestone offers online bill paying options to customers, including e-checks, debit cards,
18 credit cards and a multitude of other payment options.

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

22 **A.** In each acquisition case filed by one of Limestone’s utility operating affiliates, the
23 regulatory commission considering the application expressly found that the relevant

1 CSWR-affiliate and the CSWR-affiliated group had the financial, technical, and
2 managerial ability necessary to provide reasonable service to the public. And in several
3 states where our affiliate group currently operates, regulatory agencies – both public utility
4 and environmental – have specifically encouraged CSWR to acquire troubled systems,
5 which sometimes includes a request to serve as the temporary operator while acquisitions
6 were pending.³

7 **Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO**
8 **ACQUIRE, OWN, AND OPERATE THE SYSTEM CSWR PROPOSES TO**
9 **PURCHASE FROM CUMBERLAND BASIN?**

10 A. Yes, as was demonstrated to the Commission by Limestone in TPUC Docket Nos. 19-
11 00062, 21-00053, 21-00055, 21-00059 and 21-00060. Limestone and CSWR have the
12 financial capacity to finance, own, and operate the System CSWR proposes to acquire from
13 Cumberland Basin. The affiliated group of which Limestone is a member has been able to
14 secure an ongoing commitment from a Wall Street private equity firm to provide capital
15 necessary to purchase small, oftentimes distressed, water and wastewater systems and then
16 make investments necessary to bring those systems into compliance with applicable health,
17 safety, and environmental protection laws and regulations. This investment commitment
18 also includes working capital necessary to operate these systems until an application for
19 compensatory rates, where and when appropriate, can be formally requested and approved.
20 To date, CSWR, through its affiliates, has invested almost \$400 million to purchase,
21 upgrade, and operate water and wastewater systems. Although those investments have been

³ See Attached to Cox Direct Testimony, Letter from Mississippi State Department of Health (Mar. 14, 2023); Letter from Missouri Department of Resources (June 22, 2023); and Letter from Mississippi Department of Environmental Quality (Feb. 27, 2023).

1 almost exclusively in the form of equity, Limestone plans to pursue debt financing, as cash
2 flows allow, from non-affiliated commercial sources that would allow the Company to
3 balance its capital structure.

4 **Q. IF THE AUTHORIZATIONS REQUESTED IN THE JOINT APPLICATION ARE**
5 **GRANTED, WOULD LIMESTONE HIRE CURRENT EMPLOYEES TO**
6 **PROVIDE SERVICE IN THE AREAS SERVED BY CUMBERLAND BASIN?**

7 A. No, Limestone does not plan to hire Cumberland Basin's current employees to perform
8 any services after closing.

9 **Q. AFTER CLOSING THE PENDING ACQUISITION TRANSITION, HOW DOES**
10 **LIMESTONE PROPOSE TO PROVIDE SERVICE TO CUSTOMERS OF THE**
11 **SYSTEM?**

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

20 In addition to its service obligations during normal business hours, the O&M firm
21 would be required to have a 24-hour emergency service line to address customers
22 experiencing service disruptions. CSWR has developed a centralized computerized CMMS
23 that monitors the performance of its drinking water and wastewater systems and allows it

1 to track the ongoing maintenance and testing work performed by the O&M contractors it
2 employs at each of its facilities. In addition, CSWR uses geographic information system
3 (“GIS”) survey information to accurately map all infrastructure assets, which allows the
4 Company to specifically target ongoing infrastructure re-investment as part of the overall
5 managerial and technical support CSWR provides each of its utility operating affiliates.

6 While day-to-day operational and customer service functions would be provided by
7 non-employee contractors, all management, legal, capital acquisition, financial reporting,
8 billing, Commission regulatory reporting, environmental regulatory reporting and
9 management, operations oversight, utility asset planning, engineering planning, utility
10 record keeping, and final customer dispute management would be performed by personnel
11 at CSWR's corporate office, with a proportional share of costs for those services passed
12 down to Limestone. CSWR personnel also would monitor and manage the activities of the
13 non-employee contractors to make sure the System is being operated and maintained
14 properly and customers’ needs are being met. The resumes of CSWR personnel who, in
15 addition to myself, would be responsible for providing services or oversight to Limestone’s
16 operation, are attached to the Joint Application as **Exhibit 12**.

17 **DESCRIPTION OF THE PROPOSED TRANSACTION**

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

19 A. As set forth in the February 14, 2023, Agreement for the Sale of Utility System (the
20 “Agreement”), which is attached to the Joint Application as **Exhibit 7**, the Seller is
21 Cumberland Basin.

22 **Q. PLEASE DESCRIBE CUMBERLAND BASIN?**

23 A. Cumberland Basin is a regulated wastewater provider to customers in Cumberland and
24 Putnam counties. Relevant to this transaction, CSWR is acquiring the assets associated

1 with Genesis Village Estates system in Cumberland County and The Bluffs at Cumberland
2 Cove system in Putnam County.

3 **Q. PLEASE DESCRIBE THE WASTEWATER SYSTEM AND ASSETS LIMESTONE**
4 **PROPOSES TO ACQUIRE FROM CUMBERLAND BASIN.**

5 A. The Genesis Village Estates wastewater system receives wastewater from a townhome
6 community consisting of 31 customers. The flow is collected into three 5,000-gallon flow
7 equalization tanks with two equalization tank pumps. The facility treats with filtration and
8 two Bioclères trickling filters. The wastewater is then treated in two 5,000 gallon dosing
9 tanks and discharged to a 2.8-acre drip irrigation field. The system was constructed in 2016
10 and is in generally good condition. The collection system consists of gravity mains flowing
11 to a lift station which then pumps to the wastewater treatment facility.

12 The Bluffs at Cumberland Cove wastewater system receives flow from a growing
13 development which will have 175 built out lots when complete. The treatment plant
14 consists of a receiving tank, dosing tanks, recirculating media filter system with 9 filter
15 pods, recirculation tanks, pumps, and an ultraviolet disinfection system. The system
16 discharges to a 6-acre drip irrigation system. The facility was built in 2010 and is in
17 generally good condition. The collection system is a low-pressure system with STEP
18 (septic tank effluent pumping) tanks at each home.

19 Limestone proposes to acquire from the Seller all of assets it currently owns and
20 uses to provide service to customers located in Cumberland and Putnam Counties,
21 Tennessee. Maps and aerial photographs showing the location of the System are attached
22 as **Exhibit 1** to the Joint Application. The System currently serves approximately 95
23 customers. Terms of the proposed asset sale are governed by the Agreement.

1 No closing date for the transaction has been set, but the Agreement identifies
2 various conditions precedent, including obtaining all required regulatory approvals, that
3 must be satisfied before the transaction can close. Section 18 of the Agreement also
4 authorizes Central States to assign all its rights to the acquired assets to an affiliated entity.
5 In accordance with that section, at closing Central States will transfer to Limestone all
6 sewer system assets acquired from Cumberland Basin. A copy of the document that will
7 be used to assign Central States' interests in Cumberland Basin's assets to Limestone is
8 attached as **Exhibit 8** to the Joint Application.

9 **Q. YOU MENTION THAT THE GENESIS VILLAGE ESTATES SYSTEM AND THE**
10 **BLUFFS SYSTEM ARE IN “GENERALLY GOOD CONDITION?” WHAT**
11 **IMPROVEMENTS WOULD NEED TO BE MADE TO THESE SYSTEMS?**

12 **A.** Based upon its preliminary inspection, CSWR has already identified certain improvements
13 that are needed at both the Genesis Village and The Bluffs at Cumberland systems. For
14 instance, CSWR anticipates that it will install High Tide remote monitoring at both the
15 Genesis Village lift station and wastewater treatment plant. Additionally, CSWR will need
16 to upgrade site security including fencing, site signage, and locks. Finally, CSWR must
17 undertake significant upgrades to address excessive vegetation at the system.

18 A similar preliminary inspection at The Bluffs at Cumberland system indicates that
19 CSWR will need to install approximately 2,500 feet of fencing around the 6 acre drip field
20 as well as High Tide remote monitoring equipment. Additionally, CSWR will need to bring
21 the ultraviolet disinfection system back into service.

22 **Q. IF THE COMMISSION APPROVES THE JOINT APPLICATION, IS**
23 **LIMESTONE WILLING AND ABLE TO MAKE ANY IMPROVEMENTS**

1 **NECESSARY TO BRING CUMBERLAND BASIN'S WASTEWATER SYSTEM**
2 **UP TO STANDARD AND INTO COMPLIANCE WITH APPLICABLE**
3 **REGULATIONS, INCLUDING TDEC REGULATIONS?**

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

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

13 A. Initially, Limestone proposes to adopt the base rates currently in effect for the System. As
14 reflected in the currently effective tariffs, these rates went into effect on or about
15 November 1, 2016. Therefore, the rates likely do not reflect the current cost of properly
16 operating these systems. Therefore, if the revenue requirement for the System exceeds that
17 which is recovered in rates, Limestone may petition the Commission to increase rates or
18 change certain operating regulations. Limestone may also seek authority to consolidate
19 rates of the systems it proposes to acquire in this case with those of other wastewater
20 systems it operates in Tennessee. Limestone's proposed tariff is **Exhibit 21** to the Joint
21 Application.

22 **Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES**
23 **AND REGULATIONS GOVERNING WASTEWATER UTILITIES AND DO**

1 **THOSE COMPANIES PLEDGE TO OPERATE THE SYSTEM AT ISSUE IN THIS**
2 **CASE IN A MANNER THAT COMPLIES WITH THOSE RULES AND**
3 **REGULATIONS?**

4 A Yes, CSWR and Limestone are familiar with the Commission's rules and regulations and
5 pledges to operate all its Tennessee systems in a manner that complies with all Commission
6 requirements and all applicable state statutes and regulations.

7 **Q. HOW DOES LIMESTONE PROPOSE TO SATISFY THE FINANCIAL**
8 **SECURITY REQUIREMENTS IMPOSED BY TPUC RULES 1220-04-13-.07 AND**
9 **1220-04-13-.08?**

10 A. To demonstrate financial security as required by the Commission's rules, Limestone has
11 secured a corporate surety bond in the amount of \$300,000 in a form that complies with
12 TPUC Rule 1220-04-13-.08. A copy of that surety bond is attached to the Joint Application
13 as **Exhibit 14**.

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

16 A. Yes. While that support need not be repeated here, I have outlined above the many reasons
17 that this acquisition will best serve Cumberland Basin's current customers and the public
18 interest. Consistent with my testimony and the Joint Application, I believe Limestone's
19 proposed acquisition of the wastewater system currently owned and operated by
20 Cumberland Basin would be consistent with and would promote the public interest.
21 Limestone and CSWR are fully qualified, in all respects, to own and operate that system
22 and to otherwise provide safe, reliable, and adequate service. CSWR's industry experience,
23 professionalism and successful track record across the country evidences its unique

1 capability to ensure that efficiencies benefiting the customers are captured and that the
2 resources required to upgrade infrastructure and satisfy regulatory and environmental
3 requirements are available and invested.

4 **Q. DO YOU HAVE ANYTHING TO ADD WITH RESPECT TO THE JOINT**
5 **APPLICATION?**

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

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

11 A. Yes, it does.



March 14, 2023

Commissioner Brent Bailey
MPSC-Central District
Woolfolk Building
501 North West Street
Suite 201A
Jackson, MS 39201

Dear Commissioner Bailey:

The Mississippi State Department of Health's mission is to protect and advance the health, well-being, and safety of everyone in Mississippi. As you are aware, the Bureau of Public Water Supply (Bureau) exists within the Office of Environmental Health to carry out the Department's mission for the safety of the state's drinking water supplies through the implementation and oversight of the federal and state Safe Drinking Water Acts. The Bureau believes, much like the Mississippi Public Service Commission, that citizens of the state should have access to reliable, affordable, and safe drinking water from the state's utilities.

We recognize the PSC's goals in many ways mirror those of the Bureau. We acknowledge the recent coordinated efforts our agencies have taken to improve the service and water quality of a few of the more troubled water systems in the state. We anticipate future opportunities of continued collaboration to assist customers in need with their water systems.

The Bureau sees many emerging opportunities where our agencies could encourage utilities to merge and consolidate management, services and/or physical connection. Through our continued cooperation and funding the Legislature is considering, we hope our partnership can expedite consolidation and regionalization opportunities. These situations would give opportunities for citizens without safe drinking water the ability to get it or may allow citizens with safe drinking water to obtain higher quality drinking water. These consolidation efforts could include utilities/private investors buying poorly performing utilities.

As you may be aware, Great River Utility Company has recently acquired several drinking water systems across the state. Great River Utility has worked closely with the Bureau's compliance and field staff to maintain compliance with the various rules and regulations of the Safe Drinking Water Act. A viable entity such as Great River Utility desiring to help problematic drinking water systems by investing in them for improved services to citizens is very appreciated and supported by the Bureau.

We believe the Bureau's coordination with the PSC to identify problematic drinking water systems and to identify long-term solutions, such as those offered by entities like Great River, is very beneficial to our shared goals and objectives.

The Bureau appreciates Great River Utilities' commitment to improved regulatory compliance, and the Bureau remains committed to our partnership with PSC to find sensible and feasible solutions to shared problems. If we may be of additional service to the PSC, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. F. Moody', is positioned above the printed name.

William F. Moody, P.E., BCEE
Director, Bureau of Public Water Supply

June 22, 2023

OFFICIAL COPY VIA EMAIL

Josiah Cox
Confluence Rivers Utility Operating Company, Inc.
1650 Des Peres Road, Suite 303
Des Peres, MO 63131

RE: Confluence Rivers Utility Operating Company

Dear Josiah Cox:

The Missouri Department of Natural Resources regulates approximately 5,000 domestic wastewater treatment systems and approximately 2,700 public water systems in the State that are subject to the Missouri Clean Water Law and the Missouri Safe Drinking Water Law, respectively. The Department's primary goal as the regulatory authority in administering these state laws is to ensure environmental protection and human health and safety against pollution and health risks that may be caused by failing or improperly operating wastewater treatment systems and public water systems. The Department promotes compliance through compliance assistance, education, and, when necessary, enforcement actions. When systems end up in enforcement, it is often a result of limited resources and available solutions, which can sometimes draw cases out over a period of years.

When systems are unable to resolve their technical, managerial, or financial problems, one reliable solution is selling the system to a higher-performing utility operating company. In Missouri, Confluence Rivers Utility Operating Company, Inc. (CRUOC) is one of the few utility operating companies who is willing to acquire some of the most difficult failing systems. CRUOC has consistently taken swift actions after taking control of these systems to bring them into compliance by employing qualified operators, effectively administering and managing the systems, and investing in repairs and upgrades.

CRUOC's willingness to acquire systems with long-standing compliance issues has proven to be beneficial to human health and the environment by bringing many of these systems into compliance with environmental laws. The Department looks forward to continuing to work with CRUOC as it continues to acquire wastewater and public water systems in Missouri, in furtherance of the Department's initiative to encourage regionalization and consolidation of the many private systems in Missouri that are struggling to achieve compliance with laws for the protection of public health and the environment.

If you have any questions regarding this correspondence, you may contact Joe Clayton at Department of Natural Resources, Water Protection Program, Compliance and Enforcement Section, P.O. Box 176, Jefferson City, MO 65102-0176; by phone at 573-522-1120; or by email at cwenf@dnr.mo.gov. Thank you for your cooperation in this matter.

Sincerely,

WATER PROTECTION PROGRAM

A handwritten signature in dark ink, appearing to read "Joe Clayton", is positioned above the printed name.

Joe Clayton
Compliance and Enforcement Section Chief

JC/ehh

c: Lance Dorsey, Chief, PDWB, Compliance and Enforcement



STATE OF MISSISSIPPI

TATE REEVES

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

February 27, 2023

Commissioner Brent Bailey
MPSC-Central District
Woolfolk Building
501 North West Street
Suite 201A
Jackson, MS 39201 P.O. Box

Dear Commissioner Bailey:

The Mississippi Department of Environmental Quality (MDEQ) shares a common desire with you and other members of the Mississippi Public Service Commission (PSC) to provide our citizens with reliable, affordable, and safe utilities statewide. While our role as the State's environmental regulatory agency may differ slightly from the role of the PSC, we appreciate the partnership we have with your organization in accomplishing these shared goals.

As you are aware, our two organizations have worked closely together through the years specifically on wastewater utilities as MDEQ has environmental regulatory oversight for most of these operations. Furthermore, our organizations continue to see a limited number of wastewater utilities around the state dissolve and/or systems abandoned where citizens serviced by those utilities are left with failing, non-compliant systems. Recently, MDEQ and PSC has worked even more closely to find solutions to known problematic systems that were creating imminent environmental impacts and/or potential health impacts to citizens in the vicinity of these failing systems.

A specific example of our successful partnership has been working with Great River Utility in their recent acquisition of several failing/abandoned wastewater utilities across the state. Great River Utility has worked closely with MDEQ technical staff and made binding commitments to bring these systems back into compliance. A viable entity seeking out troubled utilities/wastewater systems and returning reliable, compliant services to citizens is a welcomed concept by MDEQ. We believe our partnership with the PSC to identify problematic systems and finding long term solutions, as in the case of Great River, reflects very clearly shared goals and objectives.

We appreciate Great River Utilities' commitment to regulatory compliance, and MDEQ remains committed to our partnership with PSC to find sensible solutions to shared problems. If we may be of additional service to the PSC, please do not hesitate to contact us.

Sincerely,

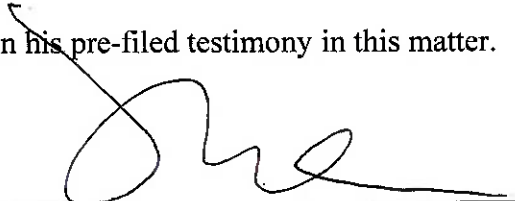
Chris Sanders

Chris Sanders, P.E., BCEE
Director, Office of Pollution Control

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.



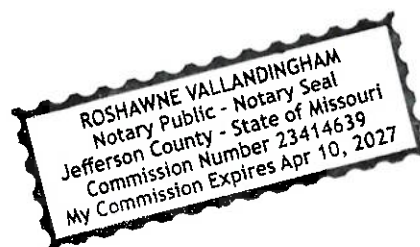
Josiah Cox

Sworn to and subscribed before me
this 19th day of OCTOBER, 2023.



Notary Public

My Commission Expires: 04-10-2027



PUBLIC VERSION

EXHIBIT 10

CSWR Consolidated Financial Statements

EXHIBIT 11

Limestone Pro Forma Financial Statements

INCOME STATEMENT - CUMBERLAND/LIMESTONE

	Year 1	Year 2	Year 3
OPERATING REVENUE			
Metered service revenue	\$ 103,359	\$ 103,359	\$ 103,359
Flat rate service revenue	\$ 899,552	\$ 899,552	\$ 899,552
EPA testing surcharge	\$ -	\$ -	\$ -
Re-connect fees	\$ 21,114	\$ 21,114	\$ 21,114
Returned check charge	\$ 10,557	\$ 10,557	\$ 10,557
Late payment charge	\$ 21,114	\$ 21,114	\$ 21,114
Other operating revenue	\$ -	\$ -	\$ -
Total Operating Revenue	\$ 1,055,696	\$ 1,055,696	\$ 1,055,696
OPERATING EXPENSES			
Total salaries and wages (employees only)	\$ -	\$ -	\$ -
Outside labor expenses (non-employees)	\$ 401,316	\$ 401,316	\$ 401,316
Administrative and office expense	\$ 112,949	\$ 112,949	\$ 112,949
Maintenance and repair expense	\$ 39,490	\$ 39,490	\$ 39,490
Purchased water	\$ 38,235	\$ 38,235	\$ 38,235
Purchased sewage treatment	\$ -	\$ -	\$ -
Electric power expense (exclude office)	\$ 82,742	\$ 82,742	\$ 82,742
Chemicals expense	\$ 7,929	\$ 7,929	\$ 7,929
Testing fees	\$ -	\$ -	\$ -
Transportation expense	\$ -	\$ -	\$ -
Other operating expense	\$ 50,976	\$ 50,976	\$ 50,976
Total Operating Expenses	\$ 733,637	\$ 733,637	\$ 733,637
Annual Depreciation Expense	\$ 160,721	\$ 226,924	\$ 226,924
Interest Expense	\$ 203,491	\$ 283,704	\$ 283,704
Total Expenses	\$ 1,097,849	\$ 1,244,265	\$ 1,244,265
INCOME TAXES			
Total Income Taxes	\$ 90,783	\$ 69,388	\$ 69,388
Net income (Loss)	\$ (132,936)	\$ (257,957)	\$ (257,957)

BALANCE SHEET - CUMBERLAND/LIMESTONE

	Year 1	Year 2	Year 3
ASSETS			
Cash	\$ 57,929	\$ 76,896	\$ 95,862
Accounts Recievable	\$ 130,154	\$ 130,154	\$ 130,154
Total Current Assets	\$ 188,084	\$ 207,050	\$ 226,016
Property, Plant, and Equipment	\$ 5,181,516	\$ 6,483,531	\$ 6,483,531
Preliminary Survey	\$ -	\$ -	\$ -
Total Long-Term Assets	\$ 5,181,516	\$ 6,483,531	\$ 6,483,531
Total Assets	\$ 5,369,600	\$ 6,690,581	\$ 6,709,547
LIABILITIES			
Accounts Payable	\$ 60,299	\$ 60,299	\$ 60,299
Accrued Interest	\$ 100,000	\$ 150,000	\$ 200,000
Total Current Liabilities	\$ 160,299	\$ 210,299	\$ 260,299
Notes Payable	\$ -	\$ -	\$ -
Working Capital Transfer from Parent	\$ 160,721	\$ 387,644	\$ 614,568
Total Long-Term Liabilities	\$ 160,721	\$ 387,644	\$ 614,568
Total Liabilities	\$ 321,020	\$ 597,943	\$ 874,867
EQUITY			
Equity Capital Contributed	\$ 5,181,516	\$ 6,483,531	\$ 6,483,531
Retained Earnings	\$ (132,936)	\$ (390,893)	\$ (648,850)
Total Equity	\$ 5,048,580	\$ 6,092,638	\$ 5,834,681
Total Liabilities and Equity	\$ 5,369,600	\$ 6,690,581	\$ 6,709,547

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.

Customer Notification Letter Draft

November xx, 2023

Dear Current Customer of Cumberland Basin Wastewater Systems,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and Cumberland Basin Wastewater systems (Cumberland) have filed a joint application with the Tennessee Public Utility Commission (TPUC or Commission) seeking Commission authorization for Cumberland to sell to Limestone Water its sewer system assets. Cumberland is currently serving approximately 38 connections in Cumberland and Putnam County.

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

- The Bluffs at Cumberland Cove
- Genesis Village Estates

Limestone Water has proposed to the Commission that Limestone Water would adopt the existing base water rates currently charged by Cumberland, so the base rates would remain the same. Other existing Cumberland rates and charges and those same and additional rates and charges proposed by Limestone Water if the acquisition is approved are outlined below:

CUMBERLAND

Late Payment 5%
Disconnection \$10.00
Reconnection \$15.00
Returned Check \$20.00
Access Fee – The Bluffs \$84.00/Year
Access Fee – Genesis Village \$100.00/Year

LIMESTONE WATER

Late Fee 5%
Disconnect Fee \$15.00
Reconnect Fee \$15.00
Returned Check \$20.00

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.



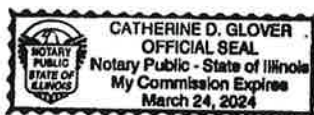
RLI Insurance Company
Contractors Bonding and Insurance Company

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

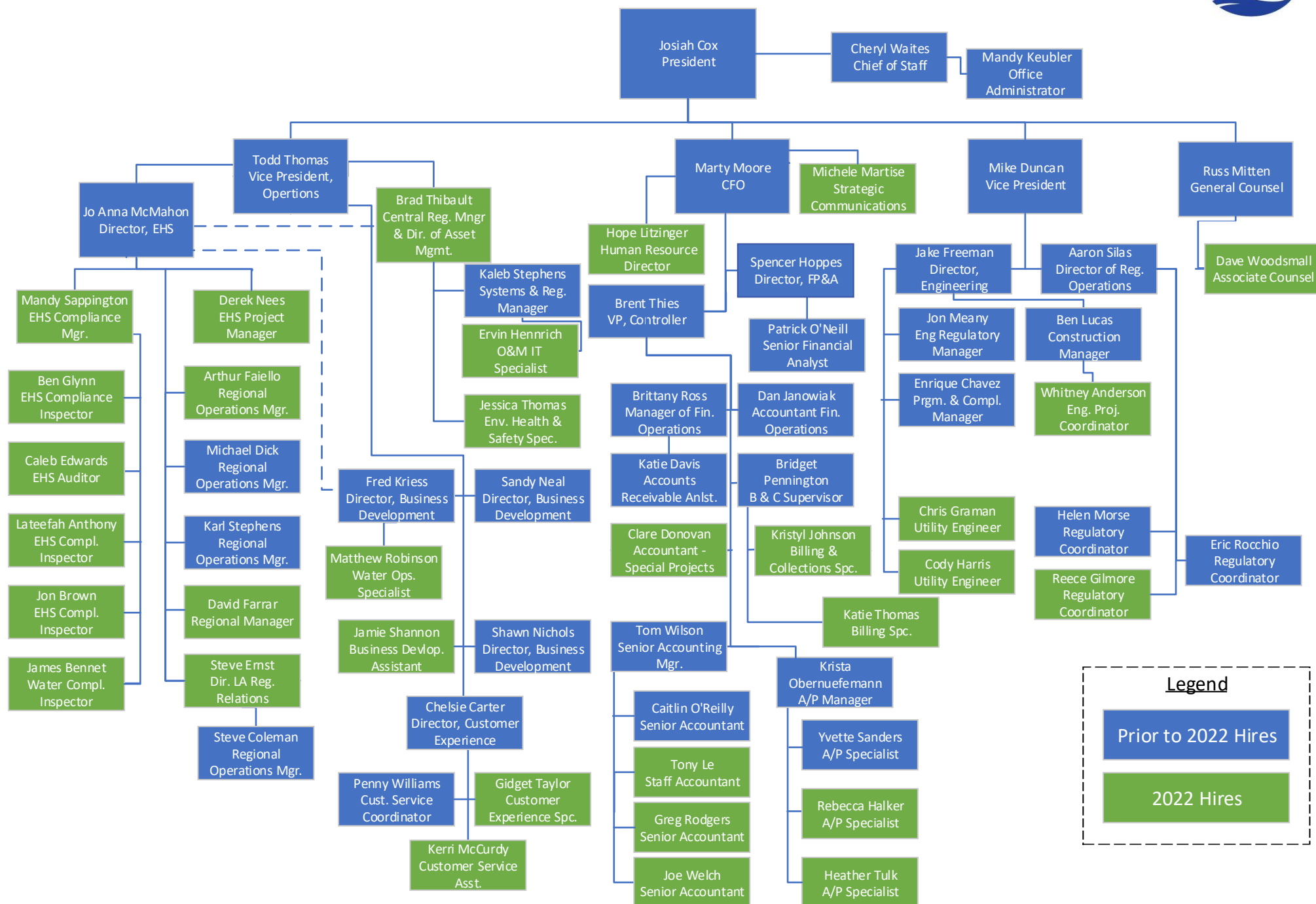


EXHIBIT 16

Cumberland Basin State Operating Permit



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

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

June 20, 2017

Mr. Tim Huddleston, President
Cumberland Basin Wastewater Systems, Inc.
e-copy: thuddleston@wocc.com
150 Construction Drive
Livingston, TN 38570

**Re: State Operating Permit No. SOP-07008
Cumberland Basin Wastewater Sys. - The Bluffs at Cumberland Cove**

Cumberland Cove, Putnam County, Tennessee

Dear Mr. Huddleston:

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

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

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

Sincerely,

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

Enclosure

cc/ec: Water-based Systems File
Cookeville Environmental Field Office

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

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

Permit No. SOP-07008

PERMIT
For the operation of Wastewater Treatment Facilities

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

PERMISSION IS HEREBY GRANTED TO

Cumberland Basin Wastewater Sys. - The Bluffs at Cumberland Cove

Cumberland Cove, Putnam County, Tennessee

FOR THE OPERATION OF

Septic tanks, effluent collection system, recirculating media filter, UV disinfection and 6.0 acre drip irrigation system located at latitude 36.05778 and longitude -85.300556 in Putnam County, Tennessee to serve 175 homes in the Cumberland Cove Subdivision. The design capacity of the system is .04375 MGD.

This permit is issued as a result of the application filed on May 9, 2017, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit shall become effective on: December 31, 2022

This permit shall expire on: Decmber 31, 2017

Issuance date: June 20, 2017



for Tisha Calabrese Benton
Director

A. GENERAL REQUIREMENTS

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

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

No E. Coli monitoring if fields are fenced

* Report average daily flow for each calendar month.

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

This permit allows the operation of a wastewater collection, treatment, and storage system with disposal of treated wastewater through approved land application areas. Complete hydraulic infiltration within the soil profile is an expectation of the land application component. As such, the soil profile of the land application area is a permitted component of the system.

System compliance is reliant on the utilization and performance of the soil profile. Failure of the soil profile to allow for adequate transmission of the effluent away from the point of application or the presence/development of features allowing the effluent to bypass the soil profile constitutes permit violations. Indications of the soil profile's failure to allow for adequate transmission of effluent away from the point of application includes, but is not limited to, ponding or pooling on the ground surface, and surface flow or flow paths originating from points of application. Indications that effluent is bypassing the soil profile includes, but is not limited to, the appearance of conduits or flow channels extending from the ground surface into the soil profile and locations where discrete flow channels are discharging to the surface in association with system operation. Biomat development, soil profile saturation, point-specific or area-specific over application, altered or damaged soil structure, and mapping error are among the factors that may result in permit noncompliance.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are not authorized by this permit. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made.

Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office.

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

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

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

B. MONITORING PROCEDURES

1. Representative Sampling

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

Effluent to drip irrigation plots.

2. Test Procedures

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

C. DEFINITIONS

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

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

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

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

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

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

D. REPORTING

1. Monitoring Results

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

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

Division of Water Resources
Cookeville Environmental Field Office
1221 South Willow Avenue
Cookeville, TN 38506

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

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in 0400-40-05-.07(2)(h)2,

the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

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

4. Signatory Requirement

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

E. SCHEDULE OF COMPLIANCE

Full operational level shall be attained after the construction of the treatment system is complete and the treatment system is placed into operation.

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

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

2. Right of Entry

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

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

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

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

3. Availability of Reports

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

4. Proper Operation and Maintenance

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

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

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

5. Property Rights

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

6. Severability

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

7. Other Information

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

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

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

2. Permit Modification, Revocation, or Termination

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

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

3. Change of Ownership

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

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

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

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

4. Change of Mailing Address

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

C. NONCOMPLIANCE

1. Effect of Noncompliance

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

2. Reporting of Noncompliance

a. 24-Hour Reporting

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

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

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

b. Scheduled Reporting

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

3. Overflow

a. "**Overflow**" means the unintended discharge to land or waters of Tennessee of wastes from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system.

d. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

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

4. Upset

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

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

i. An upset occurred and that the permittee can identify the cause(s) of the upset;

ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;

iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and

iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

- a. **"Bypass"** is the intentional diversion of wastewater away from any portion of a treatment facility.
- b. Bypasses are prohibited.

7. Washout

- a. For domestic wastewater plants only, a "washout" shall be defined as loss of Mixed Liquor Suspended Solids (MLSS) of 30.00% or more. This refers to the MLSS in the aeration basin(s) only. This does not include MLSS decrease due to solids wasting to the sludge disposal system. A washout can be caused by improper operation or from peak flows due to infiltration and inflow.
- b. A washout is prohibited. If a washout occurs the permittee must report the incident to the Division of Water Resources in the appropriate Environmental Field Office within 24 hours by telephone. A written submission must be provided within five days. The washout must be noted on the discharge monitoring report. Each day of a washout is a separate violation.

D. LIABILITIES

1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

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

PART III OTHER REQUIREMENTS

A. CERTIFIED OPERATOR

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

B. PLACEMENT OF SIGNS

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

**RECLAIMED WASTEWATER
(DRIP IRRIGATION OR SPRAY IRRIGATION)
(PERMITTEE'S NAME)
(PERMITTEE'S PHONE NUMBER)
TENNESSEE DIVISION OF WATER RESOURCES
Cookeville Environmental Field Office
PHONE NUMBER: 1-888-891-8332**

No later than sixty (60) days from the effective date of the permit, the permittee shall have the above sign(s) on display in the location specified. New facilities must have the signs installed upon commencing operation.

C. ADDITION OF WASTE LOADS

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

D. SEPTIC (STEP) TANK OPERATION

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

E. SEPTAGE MANAGEMENT PRACTICES

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

F. OWNERSHIP OF THE TREATMENT FACILITIES

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

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

Attachment 1

STATE OF TENNESSEE

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES-LAND BASED SYSTEMS UNIT**

William R. Snodgrass Tennessee Tower

312 Rosa L. Parks Avenue

Nashville, Tennessee 37243

MEMORANDUM

TO: Brad Harris, P.E. Land Based Systems Unit

FROM: Allen Rather, DWR- Land Based Systems Unit

DATE: 5/09/2017

SUBJECT: LCSS/SFDS (Class V Injection) Approval
Cumberland Basin Wastewater Systems d/b/a/ The Bluffs at Cumberland Cove
Cumberland Cove, Putnam County, Tennessee
UIC File PUT 0000034 SOP-07008

The Division of Water Resources has reviewed the submittal of an Application for Authorization to Operate a Class V Underground Injection Well (Large Capacity Septic System/Subsurface Fluid Disposal System) utilizing drip dispersal for the waste water at the The Bluffs at Cumberland Cove located at Cumberland Cove, Putnam County, Tennessee. This Division approves the application dated 3/17/2017.

If at any time the Division learns that a ground water discharge system may be in violation of The Tennessee Water Quality Control Act, the Division shall:

- a. require the injector to apply for an individual permit;
- b. order the injector to take such actions including, where required, closure of the injection well as may be necessary to prevent the violation; or
- c. take enforcement action.

All groundwater discharge activities must operate in such a manner that they do not present a hazard to groundwater.

In accordance with Underground Injection Control (UIC) Rule 0400-45-06-.14 (3) "The owner of a Class V well shall be responsible for notifying the Department of change in ownership." This notification must be made to this Division within thirty (30) days of the change in ownership.

Also note that according to Underground Injection Control (UIC) Rule 0400-45-6-.14 (8)(d) "Upon completion of the well, the owner or operator must certify to the Department that the well has been completed in accordance with the approved construction plan, and must submit any other additional information required". The certification must be submitted to the UIC Program within thirty (30) days upon the completion/closure of the Class V well.

No drip emitters are to discharge directly into an open throat or crevice in the subsurface. All drip lines are to be installed on contour.

Our concurrence with your approach does not imply that this procedure is exempt from future changes or restrictions in the Underground Injection Control (UIC) Regulations, or any additional requirements set forth by the Division in order to protect the groundwater of Tennessee.

A copy of this authorization must be kept on site until the development has been completed and must be made available to inspection personnel.

Should you have any questions or comments please feel free to contact me at (615) 532-5819 or allen.rather@tn.gov.

c: file



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

January 31, 2017

Mr. Tim Huddleston, President
Cumberland Basin Wastewater Systems, Inc.
e-copy: thuddleston@wocc.com
150 Construction Drive
Livingston, TN 38570

**Re: State Operating Permit No. SOP-08040
Cumberland Basin Wastewater System, LLC
Genesis Village Estates (Formerly IRM Utility, Inc. - Genesis Village Estates)
Crossville, Cumberland County, Tennessee**

Dear Mr. Huddleston:

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

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

If you have questions, please contact the Cookeville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Hari Akunuri at (615) 532-0650 or by E-mail at *Hari.Akunuri@tn.gov*.

Sincerely,

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

Enclosure

cc/ec: Land-based Systems File
Cookeville Environmental Field Office
Mr. Kenneth Carey, Jr., County Mayor, , mayorcaey@cumberlandcountyttn.gov
Ms. Patsy Fulton, Utility Rate Specialist, Tennessee Regulatory Authority, Patsy.Fulton@tn.gov
Mr. Michael Hines, M.S., P.E., Principal, Southeast Environmental Engineering LLC, mikehines@charter.net
Mr. David Bryan, Registered Agent, Genesis Village Estates Townhomes, LLC, 10531 McMinnville Hwy, Morrison, TN 37357

Mr. Jeffrey W. Cox, Sr., President, IRM Utility, Inc., envsoilconsulting@charter.net

Ms. Michelle Ramsey, Utilities Division, Tennessee Regulatory Authority, michelle.ramsey@tn.gov

Mr. Jeff Kerley, Cumberland County Building Permitting, , jeff.kerley@crossvilletn.gov

Gary Emery, Genesis Village Estates Townhomes, LLC, aug25geag@yahoo.com

Mr. Darian Dykes, Certified Operator, Crossville Wastewater Treatment Plant, dkdykes10@hotmail.com

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

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

Transfer

Permit No. SOP-08040

PERMIT

For the operation of Wastewater Treatment Facilities

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

PERMISSION IS HEREBY GRANTED TO

Cumberland Basin Wastewater System, LLC
Genesis Village Estates (Formerly IRM Utility, Inc. - Genesis Village Estates)
Crossville, Cumberland County, Tennessee

FOR THE OPERATION OF

Septic tanks, effluent collection system, two Aquapoint BioClere fixed film reactors and fenced drip irrigation system located at latitude 36.015538 and longitude -84.991146 in Cumberland County, Tennessee to serve 99 Condo Units in the Genesis Village Estates. The design capacity of the system is .03 MGD.

This permit is issued as a result of the application filed on December 9, 2016, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

This permit shall become effective on: March 1, 2017

This permit shall expire on: September 30, 2019

Issuance date: February 1, 2017



for Tisha Calabrese Benton
Director

A. GENERAL REQUIREMENTS

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

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter

* Report average daily flow for each calendar month.

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

This permit allows the operation of a wastewater drip irrigation system. There shall be no discharge of wastewater to any surface stream or any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

Instances of ponding or pooling within the drip dispersal area not associated with a recent rainfall event shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the ponding, and the date the corrective actions were made. Ponding resulting in the discharge of treated wastewater into the Waters of the State or to locations where it is likely to move to Waters of the State shall be considered a violation of your State Operating Permit.

All drip fields shall be fenced sufficiently to prevent or impede unauthorized entry as well as to protect the facility from vandalism. Fencing shall be a minimum of four feet in height. Fencing shall be constructed of durable materials. Gates shall be designed and constructed in a manner to prevent or impede unauthorized entry. All designs are subject to division approval. Fence shall be installed prior to beginning of operation.

All drip lines shall be buried and maintained 6 to 10 inches below the ground surface.

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

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)

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

B. MONITORING PROCEDURES

1. Representative Sampling

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

Effluent to drip irrigation plots.

2. Test Procedures

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

C. DEFINITIONS

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

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

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

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

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

D. REPORTING

1. Monitoring Results

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

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

Division of Water Resources
Cookeville Environmental Field Office
1221 South Willow Avenue
Cookeville, TN 38506

The first operation report is due on the 15th of the month following the quarter containing the permit effective date. Until the construction of the treatment system is complete and the treatment system is placed into operation, operational reports shall report “monitoring not required”.

2. Additional Monitoring by Permittee

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

3. Falsifying Reports

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

4. Signatory Requirement

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

E. SCHEDULE OF COMPLIANCE

Full operational level shall be attained after the construction of the treatment system is complete and the treatment system is placed into operation.

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

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

2. Right of Entry

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

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

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

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

3. Availability of Reports

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

4. Proper Operation and Maintenance

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

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and

maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

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

The drip dispersal area shall not be used for vehicular traffic or vehicular parking. Dozers, trucks, tractors, and other heavy vehicles shall not be allowed to run over the drip dispersal area lines or other parts of the system.

5. Property Rights

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

6. Severability

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

7. Other Information

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

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

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

2. Permit Modification, Revocation, or Termination

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

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

3. Change of Ownership

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

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

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

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

4. Change of Mailing Address

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

C. NONCOMPLIANCE

1. Effect of Noncompliance

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

2. Reporting of Noncompliance

a. 24-Hour Reporting

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

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

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

b. Scheduled Reporting

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

3. Overflow

a. "**Overflow**" means the unintended discharge to land or waters of Tennessee of wastes from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system.

d. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

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

4. Upset

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

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

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

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

a. "**Bypass**" is the intentional diversion of wastewater away from any portion of a treatment facility. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Bypasses are prohibited unless all of the following 3 conditions are met:

i. The bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;

ii. There are no feasible alternatives to bypass, such as the construction and use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass, which occurred during normal periods of equipment downtime or preventative maintenance;

iii. The permittee submits notice of an unanticipated bypass to the Division of Water Resources in the appropriate Environmental Field Office within 24 hours of becoming aware of the bypass (if this information is provided orally, a written submission must be provided within five days). When the need for the bypass is foreseeable, prior notification shall be submitted to the director, if possible, at least 10 days before the date of the bypass.

c. Bypasses not exceeding permit limitations are allowed **only** if the bypass is necessary for essential maintenance to assure efficient operation. All other bypasses are prohibited. Allowable bypasses not exceeding limitations are not subject to the reporting requirements of 6.b.iii, above.

7. Washout

a. For domestic wastewater plants only, a "washout" shall be defined as loss of Mixed Liquor Suspended Solids (MLSS) of 30.00% or more. This refers to the MLSS in the aeration basin(s) only. This does not include MLSS decrease due to solids wasting to the sludge disposal system. A washout can be caused by improper operation or from peak flows due to infiltration and inflow.

b. A washout is prohibited. If a washout occurs the permittee must report the incident to the Division of Water Resources in the appropriate Environmental Field Office within 24 hours by telephone. A written submission must be provided within five days. The washout must be noted on the discharge monitoring report. Each day of a washout is a separate violation.

D. LIABILITIES

1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

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

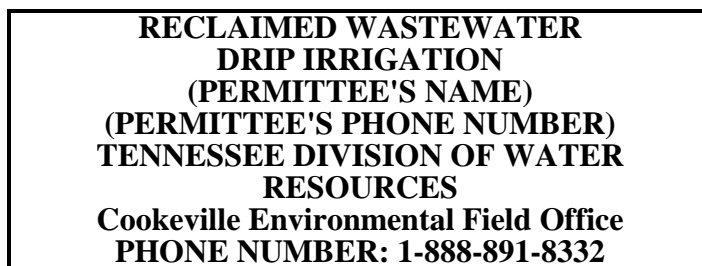
**PART III
OTHER REQUIREMENTS**

A. CERTIFIED OPERATOR

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

B. PLACEMENT OF SIGNS

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



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

D. SEPTIC TANK OPERATION

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

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F. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to the operation of the wastewater treatment and collection system.

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

Attachment 1
STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES-WATER SUPPLY BRANCH
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

MEMORANDUM

TO: Hari Akunuri, WPC-CO

FROM: Allen Rather, DWS- Ground Water Management Section

DATE: 10/25/2013

SUBJECT: LCSS/SFDS (Class V Injection) Approval
Genesis Village Estates
Crossville, Cumberland County, Tennessee
UIC File CUM 0000047 SOP-08040

The Division of Water Resources has reviewed the submittal of an Application for Authorization to Operate a Class V Underground Injection Well (Large Capacity Septic System/Subsurface Fluid Disposal System) utilizing conventional disposal for the waste water at the Genesis Village Estates located at Crossville, Cumberland County, Tennessee. This Division approves the application dated 10/08/2013.

If at any time the Division learns that a ground water discharge system may be in violation of The Tennessee Water Quality Control Act, the Division shall:

- a. require the injector to apply for an individual permit;
- b. order the injector to take such actions including, where required, closure of the injection well as may be necessary to prevent the violation; or
- c. take enforcement action.

All groundwater discharge activities must operate in such a manner that they do not present a hazard to groundwater.

Integrated Resource Management, Inc. shall also conduct a monthly visual inspection of the complete drip field looking for any signs of failure.

In accordance with Underground Injection Control (UIC) Rule 1200-4-6-.14 (3) "The owner of a Class V well shall be responsible for notifying the Department of change in ownership." This notification must be made to this Division within thirty (30) days of the change in ownership.

Also note that according to Underground Injection Control (UIC) Rule 1200-4-6-.14 (8)(d) "Upon completion of the well, the owner or operator must certify to the Department that the well has been completed in accordance with the approved construction plan, and must submit any other additional information required". The certification must be submitted to the UIC Program within thirty (30) days upon the completion/closure of the Class V well.

This Division will require a minimum of seven (7) working days advance notice before the construction on the drip system is to begin to allow for a witness from this Division to be present.

No drip emitters are to discharge directly into an open throat or crevice in the subsurface. All drip lines are to be installed on contour.

Submit an “as built” drawing with Surveyor/Engineer stamp to the Division of Water Resources certifying that the system has been installed in accordance with the approved construction plans as required by Rule 0400-45-6-.14 (8) (d).

Our concurrence with your approach does not imply that this procedure is exempt from future changes or restrictions in the Underground Injection Control (UIC) Regulations, or any additional requirements set forth by the Division in order to protect the groundwater of Tennessee.

A copy of this authorization must be kept on site until the development has been completed and must be made available to inspection personnel.

Should you have any questions or comments please feel free to contact me at (615) 532-5819 or allen.rather@tn.gov.

c: file

EXHIBIT 17

Cumberland Basin's State Operator's Certificate and Operator ID

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
WATER AND WASTEWATER OPERATOR CERTIFICATION BOARD

I.D. NO.
2289

EXPIRATION DATE
12/31/2023

THIS IS TO CERTIFY THAT:

Darian K. Dykes

IS IN GOOD STANDING WITH THE BOARD FOR THE CLASSIFICATIONS
LISTED:

WW4, CS2

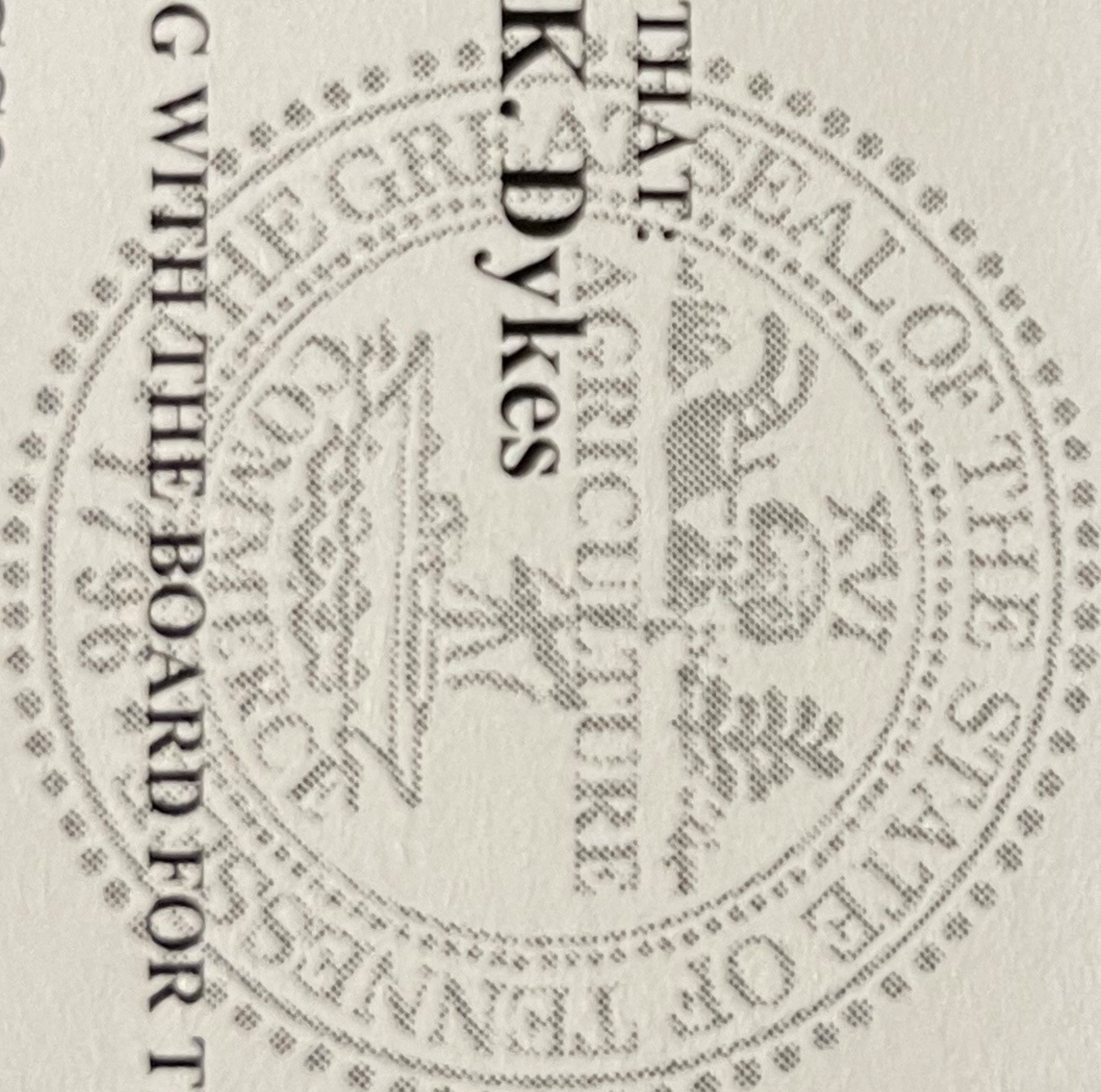


EXHIBIT 18

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

Cumberland Basin List of Plant-In-Service Accounts

GL Account	Account Name	12/31/22 Balance	Cumberland Basin Est Acquisition	Balance + Est Cumberland Basin
351	Organization	-		-
352	Franchises	-		-
353	Land & Land Rights	603,335.55	5,000.00	608,335.55
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	175,585.00	1,955,289.70
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

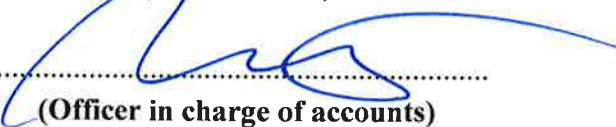
STATE OF MISSOURI

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

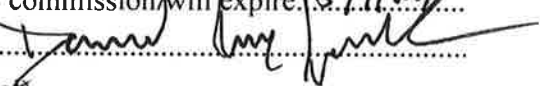

.....
(Seal)



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SUPPLEMENTAL FINANCIAL DATA

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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) <input checked="" type="checkbox"/> 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	

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

*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
Make, Model or Type of Motor	Unknown	Unknown	E/One Extreme	Sta-Rite
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.

[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	(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	-	-	-	-
SALES FOR RESALE					
Indicate below the identity of any utilities or vendors purchasing water for resale.					
Savannah Utility Department					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50					
51					
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) _____ 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 and Cumberland Basin's Existing Tariff

Cumberland Basin Wastewater Systems

Wastewater Service Tariff

TRA #1, Section #1 Residential & Commercial Rates

**Cumberland Basin Wastewater Systems
Residential Service -- Sand-Gravel Filter**

All Systems

Description	Monthly Amount
The Bluffs at Cumberland Cove	\$35.11*
Genesis Village Estates	51.50**

An additional \$0.35 per month will be added to systems with metering stations.

In addition to the rates described above, the following Miscellaneous Fees shall also be in effect:

Late Payment – 5.00%

Disconnection – \$10.00

Reconnection – \$15.00

Returned Check – \$20.00

Access – \$84.00 per year for The Bluffs at Cumberland Cove, \$100.00 per year for Genesis Village Estates.

* - Of this rate, \$7.03 will be placed into an escrow account for non-routine maintenance.

** - Of this rate, \$14.94 will be placed into an escrow account for non-routine maintenance.

**Cumberland Basin Wastewater Systems
Commercial Non-Food Service
The Bluffs At Cumberland Cove**

Commercial Non-Food Service will be charged on a monthly basis. The monthly wastewater charge is based on the daily design flow expected from the type of establishment being served. A minimum monthly service charge of \$75.00 will be applied regardless of the customer's actual usage. The following rates shall be applied to each customer's Expected Daily Design Flow:

Expected Daily Design Flow	Rate
0 – 300 gallons per day	\$75.00
301 – 1000 gallons per day	\$15.00 per 100 gallons
1001 – 3000 gallons per day	\$140.00 per 1000 gallons
Over 3000 gallons per day	\$116 per 1000 gallons

Additional charges shall apply when the customer's actual daily usage exceeds their expected daily design flow. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges shall apply:

Excess Daily Usage	Rate
1 – 1000 gallons above Expected Daily Design Flow	\$175.00
1001 – 2000 gallons above Expected Daily Design Flow	\$200.00
Over 2000 gallons above Expected Daily Design Flow	\$200.00 per 1000 gallons

If the water meter readings exceed the expected design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

In addition to the rates described above, the following Miscellaneous Fees shall also be in effect:

- Late Payment – 5.00%
- Disconnection – \$10.00
- Reconnection – \$15.00
- Returned Check – \$20.00

Cumberland Basin Wastewater Systems

Wastewater Service Tariff

TRA #1, Section #2 Rules and Regulations

RULES AND REGULATIONS

Governing the wastewater collection and treatment systems of Cumberland Basin Wastewater Systems.

Statement of Purpose:

The general purpose of these Rules and Regulations is:

1. To institute measures and procedures for serving the customers and service area of Cumberland Basin Wastewater Systems on a uniform basis. Included are:
 - a. The Definition of Terms.
 - b. The Authorization of Rules.
 - c. Identifying the Service.
 - d. Establishing Property Easements.
 - e. Establishing Discontinuance of Service Policies.
 - f. Stating Non-payment Penalties.
 - g. Establishing Returned Check Policy.
 - h. Establishing Policy for Changes of Property Owners or Tenants.
 - i. Establishing Policy for Security Deposits.
 - j. Establishing Sewer Access Fees.
2. To provide standards and procedures for:
 - a. Establishing wastewater characteristics acceptable for the treatment systems.
 - b. Establishing the criteria for a system free of inflow and infiltration.
 - c. Required design standards.
 - d. Construction and materials standards.
 - e. Inspection Requirements.
 - f. Quality of materials.

Definition of Terms:

1. Collector Line - Shall mean the line from the service line to the main line.
2. Commercial Service – Shall mean the provision of wastewater service to a customer whose primary use is for business purposes included the rental use of residential property.
3. Company - Shall mean Cumberland Basin Wastewater Systems.
4. Customer - Shall mean any person, firm, corporation, association, company, or government unit furnished sewage services by Cumberland Basin Wastewater Systems.
5. Main Line - Shall mean the line from the collector line to the treatment facility.
6. Operator/Engineer - Shall mean the Licensed Wastewater Operator and/or consulting engineer of Cumberland Basin Wastewater Systems or design engineer.
7. Property - Shall mean all facilities owned and/or operated by the company.

8. Pumping Station - Shall mean a tank containing pump(s) and receives effluent from a STEG/STEP tank and/or collector lines.
9. Residential Service - Shall mean the provision of wastewater service to a customer whose primary use is for the customer's personal dwelling.
10. Service Line - Shall mean the line from the STEP/STEG tank to the collector line.
11. STEG tank - Shall mean any tank located near a building containing an effluent filter for the purposes of accepting sewage waste.
12. STEP tank - Shall mean any tank located near a building containing a pump vault for the purposes of accepting sewage waste.
13. Stub-out line (building collector line) - Shall mean the line that carries the sewage waste from the building to the STEP/STEG tank.
14. TRA - Shall mean the Tennessee Regulatory Authority.

Authorization of Rules and Regulations

Cumberland Basin Wastewater Systems is a company in good standing with the State of Tennessee and is organized as a privately owned public utility. Cumberland Basin Wastewater Systems operates under the auspices of a Certification of Convenience and Necessity issued by the Tennessee Regulatory Authority. Cumberland Basin Wastewater Systems submits the following statement of its Rules and Regulations in compliance with Rule 1220-4-1-.03(2).

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each wastewater system customer of Cumberland Basin Wastewater Systems.

Utility Items on Private Property

The company shall own and maintain all STEP and STEG tanks, control systems, and service lines required to provide sewer service on the customer's premises. The customer must execute an agreement granting an easement to the company for maintenance of the sewer system. The building plumbing and Stub-out line shall be maintained by the customer.

Discontinuance of Service

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

1. Non-payment of bill as hereinafter set forth below.
2. For misrepresentation in the application.
3. For adding to the property or fixtures without notice to the company.

4. For molesting any service pipe, tank, control system, filter, or any property of the company in any way whatsoever.
5. For violation of any rules of the company.
6. For disconnecting or reconnecting service by any party, other than a duly authorized agent of the company, without the consent of the company.

Non-payment Penalties

A non-payment penalty of five percent (5%) of the monthly charge will be due after the due date shown on the bill. If payment is received within fifteen days after the due date, a written notice will be sent to the customer. If payment is not received within 15 days of the written notice, wastewater service will be turned off from the customer's property as per the Wastewater Subscription Agreement (Attachment #1) executed by the customer with no additional notice being sent. No service shall be reconnected if discontinued for non-payment (or any valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection fee is \$10.00 and the reconnection fee is \$15.00.

Returned Checks

A check returned by the bank will incur a fee of \$20.00.

Changes in ownership, Tenancy of Services

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 services 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 reconnection of the service, will be required to make a refundable deposit to secure payment of sewage service bills in an amount of \$60.00. Interest will be paid on deposits held by the company at the rate published in the *Federal Reserve Bulletin* for the preceding calendar year. Deposits will be held by the company as long as required to insure payment of bill. (TRA Rule 1220-4-4-.15(7))

Winter Water Usage Rate

Winter Water Usage shall mean the average amount of water used, as stated on the customer's bill for the months of November, December, January and February. When customer's bills are based on

water usage, customers will receive summer bills (for usage in June, July, August and September) that are based on the average winter water usage. New customers that have not established winter water usage will be charged up to a maximum bill of \$125.00 until a winter water usage is established.

Sewer System Access Fee

The owner of each property parcel which is provided a tap or the availability of a tap, when the sewer system is built, will be required to pay a sewer access fee of \$84.00 per year. This fee will be payable each year by December 15th, for owners of record, as of December 1st. As each customer attaches to the sewer and signs up for service, they will pay a pro-rated access fee for that year and thereafter the fee will not be charged.

Engineering, Materials and Construction Standards

1. General — This specification covers the type of sewer system required for various design conditions of sewers constructed by developers. The requirements called for are minimum standards in all cases. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the Operator/Engineer and must be approved by the company. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment and Conservation (TDEC), in addition to this specification. Where conflicts exist, the more restrictive shall govern.
2. All sewage collection system components are to be water tight and free of Inflow and Infiltration. This includes Stub-out lines, all tanks, collector lines, service lines, and main lines. Collector lines and main lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be watertight.
3. STEP and STEG Tanks are to be installed near the building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
4. All pipe is to be PVC, classes and sizes will be per operator/engineer's design and in all cases SDR-21 class 2000 will be the minimum allowable.
5. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines and swimming pools shall be connected to the sewer system.

Special Pretreatment Sewage Requirements

For all sewage connections the company reserves the right to require any nonresidential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The company may, upon the basis of recognized operator/engineering standards and treatment costs, increase the rate charged to cover the cost of treatment of high strength effluent, commercial or industrial waste, and may impose standards as to the maximum size of solids and constituents in such waste discharged into its sewage system.

Additionally, if excessive volumes of sewage are received, the company may require the customer to monitor flow volume and increase surge holding, treatment, and disposal capacity at the customer's expense. All customers will be required to follow the List of Required Practices (Biological Systems Users Manual) for an effluent collection system, supplied to them by Cumberland Basin Wastewater Systems (Attachment No. 2). These requirements prohibit the dumping of any toxic chemicals, non-biodegradable detergents, whitening agents, or other non- environmentally friendly compounds that kill tank bacteria. Also prohibited is the disposal of an excessive amount of grease, paints, pesticides or other typical household items that consumers introduce into sanitary sewer and storm drains.

Damages

Cumberland Basin Wastewater Systems shall in no event be responsible for maintaining any Stub-out line owned by the customer, or for the damages created by sewage escaping there from, or for defects in the customer's building lines or fixtures. The customer shall at all times comply with all regulations of the Tennessee Regulatory Authority and of Cumberland Basin Wastewater Systems. All leaks in any building pipe or fixture on the premises of the customer shall be repaired by the customer. On failure to repair any such leak, the service may be discontinued until such repairs are made.

In Event of Emergency

The Company shall not be liable to the customer for interruption in service, or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of Cumberland Basin Wastewater Systems. In the case of an emergency, call 931-403-5311 or other provided service number.

Service Area

Cumberland Basin Wastewater Systems will only provide service within its current approved service territory as approved by the Tennessee Regulatory Authority.

Extension Plan

Cumberland Basin Wastewater Systems may furnish sewer service to property owners whose lands are abut the main line of existing sewer systems. The wastewater service charges listed in the sewer billing structure do not include costs for constructing the sewer system. Any wastewater system components required to service such abutting properties shall be constructed at the cost of those parties desiring same, and these components shall become the property of Cumberland Basin Wastewater Systems, to be credited to the account for Contributions in Aid of Construction. In addition, treatment system component costs will be paid by the customer desiring to hook on to the system. Wastewater

service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

Contributions in Aid of Construction

Wastewater system components furnished by developers and landowners to Cumberland Basin Wastewater Systems will be recognized as Contributions in Aid of Construction in the amount of actual construction cost.

Contracts for Services

Each customer, before installation of service, shall be required to execute a sewer service agreement with Cumberland Basin Wastewater Systems.

Customer Billing

Customer billing may be different from area to area. If the area is serviced by a utility water service, the water provider will be requested to provide billing services. For flat fee areas a coupon book will be provided on an annual basis with monthly statements. Water bill comparisons or metering may be employed if higher water usage than typical is suspected.

In cases where pass through treatment costs and commercial customers are involved, a monthly bill will be sent to the customer and will be based on the gallons of water consumed.

Bonding Cost

The Company is currently required to post a bond to assure continued operation of the wastewater system. The cost of such bond, which is subject to change, is passed along to the customer, without markup by the Company, as a separate line item on each customer's monthly bill and is titled "Bonding Charge." The monthly charge for bonding cost is calculated as follows:

$$MBC = \frac{UBC_{N-1} + (B_N \times I_N \div M)}{L}$$

Where

MBC = the monthly bonding charge;

Cumberland Basin Wastewater Systems
TRA #1, Section #2
Wastewater Tariff

Original Sheet #7
Effective Date: July 23, 2007

UBC = the unrecovered bond cost from the previous period;
N = the current period;
B = the amount of bond required;
I = the interest rate assessed to purchase the bond;
M = months per year or 12; and
L = number of lots in the subdivision.

Public Contact

Tim Huddleston, President
Cumberland Basin Wastewater Systems
150 Construction Drive
Livingston, TN 38570

Phone: 931-403-5311
Fax: 931-403-3888

Tennessee Regulatory Authority Regulations

Cumberland Basin Wastewater Systems in its operation, shall conform to all applicable rules and regulations promulgated by the Tennessee Regulatory Authority. Phone 1-800-342-8359.

Issued by Tim Huddleston, President
August 7, 2007

CUMBERLAND BASIN WASTEWATER SYSTEMS

WASTEWATER SUBSCRIPTION AGREEMENT

Printed Name

Address of Property

Mailing Address

Telephone Number

I hereby make application to Cumberland Basin Wastewater Systems for wastewater service at the address of property stated above. In consideration of the undertaking on the part of Cumberland Basin Wastewater Systems to furnish wastewater service, I understand, covenant and agree as follows:

1. I understand that components of a wastewater system either have been or will be installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by Cumberland Basin Wastewater Systems. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules and Regulations and Plans of Cumberland Basin Wastewater Systems. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the Biological Users Manual (List of Required Practices). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of Cumberland Basin Wastewater Systems.
2. I acknowledge Cumberland Basin Wastewater Systems, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the water and/or wastewater systems on my property, including but not limited to the septic tank, the STEG (Septic Tank Effluent Gravity) or STEP (Septic Tank Effluent Pumping) system. I further grant Cumberland Basin Wastewater Systems permission to enter upon my property for any reason connected with the provision or removal of water and/or wastewater service or collection therefore.
3. For all other plumbing and structures on the property, including the out fall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize Cumberland Basin Wastewater Systems to purchase and install a cutoff valve on my side of my water meter and grant Cumberland Basin Wastewater Systems exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.

Issued by Tim Huddleston, President
August 7, 2007

5. I understand and agree to pay a security deposit of \$60.00, to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to Cumberland Basin Wastewater System's billing and cutoff procedures. Should I not pay in accordance with Cumberland Basin Wastewater System's Rules, I agree to pay all costs of collection, including attorney fees.

6. Payment of bills for service rendered must be received by the due date as stated on the Customer's bill which shall be approximately twenty-one (21) days from the date billed. A non-payment penalty of five percent (5%) of the outstanding charge will be due after the due date shown on the bill. If payment is not received within fifteen days after the due date, a written notice will be sent to the customer. If payment is not received within 15 days of the written notice, water and/or wastewater service will be turned off from the customer's property as per the Wastewater Subscription Agreement executed by the customer with no additional notice being sent. No service shall be reconnected if discontinued for non-payment until all charges have been paid, including any disconnection and reconnection fees.

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

1. Non-payment of bill as hereinafter set forth below.
2. For misrepresentation in the application.
3. For adding to the property or fixtures without notice to the company.
4. For failure to protect the connections, service lines or fixtures.
5. For molesting any service pipe, tank, control system, filter, or any property of the company in any way whatsoever.
6. For violation of any rules of the company.
7. For disconnecting or reconnecting service by any party, other than a duly authorized agent of the company, without the consent of the company.
8. For discharge of high strength or toxic effluent without pre-treatment.

8. If a customer whose service has been discontinued for non-payment of bills or for violation of the rules and regulations of the Company desires a reconnection, such reconnection will only be made after the customer:

- (a) has paid all unpaid bills and other charges;
- (b) has paid a reconnection fee; and
- (c) has corrected any condition found objectionable under the rules and regulations of the Company.

9. The Company reserves the right to require any nonresidential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized operator/engineering standards and treatment costs, increase the rate charged to cover the cost of treatment of high strength effluent, commercial or industrial waste, and may impose standards as to the maximum size of solids and constituents in such waste discharged into its wastewater system. Additionally, if excessive volumes of wastewater are received, the Company may require the customer to monitor flow volume and increase surge holding, treatment, and disposal capacity at the customer's expense. All customers will be required to follow the List of Required Practices (Biological Systems Users Manual) for an effluent collection system, supplied to them by the Company. These requirements prohibit the dumping of any toxic chemicals, non-biodegradable detergents, whitening agents, or other non-environmentally friendly compounds that kill tank bacteria. Also prohibited is the disposal of an excessive amount of grease, paints, pesticides or other typical household items that consumers introduce into sanitary sewer and storm drains.

10. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.

Cumberland Basin Wastewater Systems
TRA #1, Section #2, Attachment #1
Wastewater Tariff

Original Sheet #10
Effective Date: July 23, 2007

11. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to Cumberland Basin Wastewater Systems at least thirty (30) days in advance of my vacating the property.

Subscribers Signature

Date

NOTE: A signed copy of this agreement along with a \$60 deposit is due before service can be established

Received by: _____

Date: _____

Issued by Tim Huddleston, President
August 7, 2007

Cumberland Basin Wastewater Systems

List of Required Practices

BIOLOGICAL SYSTEM USER MANUAL

The ability of your natural and biological systems performance is affected by the materials introduced into the system. The following is a summary of some of the items that are bad management and good management practices. A knowledgeable user can prevent premature failures and eliminate costly repairs.

Items that cause problems and failure of this system are:

- Garbage disposal use
- Excessive sludge or scum accumulation in septic tank
- Improper fabric softeners and whiteners
- Grease and oils from cooking and washing
- Hair
- Disposable and non-disposable diapers, rags, cigarette butts, coffee grounds, feminine hygiene products, plastic and rubber products, condoms, and chemical cleaners
- Any non-biologically degradable substances
- Water usage over design limits

A properly maintained septic tank provides a high degree of treatment and yields an effluent that is relatively free of grease and solids that can clog the effluent. The best practice is not to discharge anything into a septic system that is poisonous or that may inhibit the abilities of the biologically functioning septic tank. A good rule of thumb should be to not discharge anything into the system that can not be ingested. This would not include toilet paper and mild detergents.

The following management practices and recommendations should be followed:

GOOD MANAGEMENT PRACTICES

- Communicate with the operator or the operator's assistant (Operator) if anything about your system is out of the ordinary. Upon the first indication of a visual or audible alarm, call the Operator.
- Contact Cumberland Basin Wastewater Systems prior to the installation of any new landscaping or the construction of permanent structures. It will be critical to coordinate any work to ensure that the integrity of the biological system and lines are protected.
- Maintain toilet bowl hardware so as to prevent leaky conditions and excess water use and waste.
- Collect grease in a container rather than pouring down the drain.

POOR MANAGEMENT PRACTICES

- Don't connect rain gutters or storm drains or allow other surface water to get into your septic system.
- Don't use excessive quantities of water. Use water saving devices such as low flow shower heads and low volume flush toilets.
- Don't allow toilets to become a problem. Repair leaky toilets, faucets, or plumbing fixtures (leaky toilets can result in flows of 1,000 gallons or more per day).
- Don't dump recreational vehicle (RV) waste into your septic tank.
- Don't flush undesirable substances into the sewer. **Flushing flammable and toxic products is a dangerous practice.** Other materials such as paper towels, rags, newspapers, cigarettes, coffee grounds, egg shells, sanitary napkins, condoms, large amounts of hair, and cooking grease are a maintenance nuisance and will result in frequent pumping of septage from the tank.
- Don't use garbage disposal systems to dispose of non-biodegradable materials because they increase the amount of solids entering the septic tank and will increase the frequency required for septage pumping. **Do not pour grease down the drain.**
- **Don't drain water softener backwash into the tank.** The backwash brine contains high levels of chlorides that can destroy the balance of the biological system, affect soil performance, and break down components of the system. The brine solution also interferes with the solid's sedimentation that occurs in the tank.
- Don't use special additives in your tank. **Additives do not improve the performance of the septic tanks and can cause major damage to other areas in the collection and treatment system.**
- Don't flush cat litter box medium down the toilets.

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

Proposed Sheet # 1-7

Schedule of Rates and
Charges Cumberland Basin
Service Territory

Residential Monthly Wastewater Service:

The Bluffs at Cumberland Cove	\$35.11*
Genesis Village Estates	\$51.50**

Miscellaneous Charges:

Late Fee	5.00%
Reconnect Fee	\$15.00
Disconnect Fee	\$15.00
Return Check	\$20.00
Access Fee - The Bluffs	\$84.00/Year
Access Fee - Genesis Village	\$100.00/Year

*Of this rate, \$7.03 will be placed into an escrow account for non-routine maintenance

**Of this rate, \$14.94 will be placed into an escrow account for non-routine maintenance

* 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 22

Cumberland Basin Customers by Class

Cumberland Basin: Genesis & The Bluff - Address List

[illegible]

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	\$ 21,002	\$ 21,002	\$ 21,002
EPA testing surcharge	\$ -	\$ -	\$ -
Re-connect fees	\$ 442	\$ 442	\$ 442
Returned check charge	\$ 221	\$ 221	\$ 221
Late payment charge	\$ 442	\$ 442	\$ 442
Other operating revenue	\$ -	\$ -	\$ -
Total Operating Revenue	\$ 22,107	\$ 22,107	\$ 22,107
OPERATING EXPENSES			
Total salaries and wages (employees only)	\$ -	\$ -	\$ -
Outside labor expenses (non-employees)	\$ 26,787	\$ 26,787	\$ 26,787
Administrative and office expense	\$ 2,109	\$ 2,109	\$ 2,109
Maintenance and repair expense	\$ 10,000	\$ 10,000	\$ 10,000
Purchased water	\$ -	\$ -	\$ -
Purchased sewage treatment	\$ -	\$ -	\$ -
Electric power expense (exclude office)	\$ 1,145	\$ 1,145	\$ 1,145
Chemicals expense	\$ -	\$ -	\$ -
Testing fees	\$ -	\$ -	\$ -
Transportation expense	\$ -	\$ -	\$ -
Other operating expense	\$ 912	\$ 912	\$ 912
Total Operating Expenses	\$ 40,953	\$ 40,953	\$ 40,953
Annual Depreciation Expense	\$ 7,350	\$ 18,795	\$ 18,795
Interest Expense	\$ 6,300	\$ 16,110	\$ 16,110
Total Expenses	\$ 54,603	\$ 75,858	\$ 75,858
INCOME TAXES			
Total Income Taxes	\$ -	\$ -	\$ -
Net income (Loss)	\$ (32,496)	\$ (53,751)	\$ (53,751)

ASSUMPTIONS

Acq Date	
Step Rate Date	\$ -
Final Rate Date	\$ -
Water Connections	-
Water Initial Rate	\$ -
Water Step Rate	\$ -
Water Final Rate	\$ -
Wastewater Connections	38
Wastewater Initial Rate	\$ 48.48
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	0.0%
Insurance Premium	0.0%
Acquisition Cost	\$ 100,000
L&E Cost	\$ 107,000
CAPEX Cost	\$ 330,000
Outside Labor Expense	\$ 2,232
Customer Service	\$ 76
Repairs	\$ 833
Power	\$ 95
Chemicals	\$ -
Purchased Water	\$ -
Purchased Wastewater	\$ -
Testing Fees	\$ -
Administrative Expense	\$ 176

BALANCE SHEET

	Year 1	Year 2	Year 3
ASSETS			
Cash	\$ -	\$ -	\$ -
Accounts Recievable	\$ 2,726	\$ 2,726	\$ 2,726
Total Current Assets	\$ 2,726	\$ 2,726	\$ 2,726
Property, Plant, and Equipment	\$ 210,000	\$ 537,000	\$ 537,000
Preliminary Survey	\$ 107,000	\$ -	\$ -
Total Long-Term Assets	\$ 317,000	\$ 537,000	\$ 537,000
Total Assets	\$ 319,726	\$ 539,726	\$ 539,726
LIABILITIES			
Accounts Payable	\$ 3,366	\$ 3,366	\$ 3,366
Accrued Interest	\$ 6,300	\$ 22,410	\$ 38,520
Total Current Liabilities	\$ 9,666	\$ 25,776	\$ 41,886
Notes Payable	\$ 105,000	\$ 268,500	\$ 268,500
Working Capital Transfer from Parent	\$ 25,555	\$ 63,196	\$ 100,837
Total Long-Term Liabilities	\$ 130,555	\$ 331,696	\$ 369,337
Total Liabilities	\$ 140,221	\$ 357,472	\$ 411,223
EQUITY			
Equity Capital Contributed	\$ 212,000	\$ 268,500	\$ 268,500
Retained Earnings	\$ (32,496)	\$ (86,247)	\$ (139,997)
Total Equity	\$ 179,504	\$ 182,253	\$ 128,503
Total Liabilities and Equity	\$ 319,726	\$ 539,726	\$ 539,726

<u>Proof of Retained Earnings</u>			
Beg. Retained Earnings	\$ -	\$ (32,496)	\$ (86,247)
Net Income (Loss)	\$ (32,496)	\$ (53,751)	\$ (53,751)
End Retained Earnings	\$ (32,496)	\$ (86,247)	\$ (139,997)

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

The Bluffs at Cumberland Cove WWTP

Central States Water Resources

Monterey, TN

Date: June 29, 2023

Project No.: CNAS230009

Prepared by: RD/LD/IH

ITEM	DESCRIPTION	COST
WASTEWATER TREATMENT FACILITY		
1.00	CSWR O&M IMPROVEMENTS	
1.01	Install fencing around drip field	\$100,000
1.02	Install high tide remote monitoring	\$15,000
1.03	Bring UV back into service	\$30,000
1.04	Site security	\$5,000
2.00	INITIAL IMPROVEMENTS	
	None	
3.00	SECONDARY IMPROVEMENTS	
	None	
WASTEWATER COLLECTION SYSTEM		
	None	
COST ESTIMATE TOTAL		\$150,000
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).

2. Listed costs include all equipment, materials, labor, engineering, project & construction management, tools, rentals, utilities, etc. (i.e. all direct & indirect costs, excluding Note 1).

3. By request of CSWR, GMC has excluded the following from recommended improvements: solids removal, removal of vegetation from wastewater basin surfaces.

4. It is GMC's understanding from CSWR that well rehabilitation, ARC flash studies, & tank inspections are to be handled by others, and so these have not been included in this cost estimate.



COST ESTIMATE

Genesis Village Estates WWTP

Central States Water Resources

Crossville, Tennessee

Date: August 3, 2023

Project No.: CNAS230009

Prepared by: RD/LD/IH

ITEM	DESCRIPTION	COST
WASTEWATER TREATMENT FACILITY		
1.00	CSWR O&M IMPROVEMENTS	
1.01	Install high tide remote monitoring at lift station.	\$15,000
1.02	Install high tide remote monitoring at WWTP.	\$15,000
1.03	Site security upgrades: fencing, locks.	\$105,000
1.04	Clean and grub excessive vegetation.	\$10,000
1.05	Install site safety signage.	\$5,000
2.00	INITIAL IMPROVEMENTS	
	None	
3.00	SECONDARY IMPROVEMENTS	
	None	
WASTEWATER COLLECTION SYSTEM		
	None	
COST ESTIMATE TOTAL		\$150,000
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:

- Cost does not include contractor general requirements or contingency (to be accounted for by CSWR).
- Listed costs include all equipment, materials, labor, engineering, project & construction management, tools, rentals, utilities, etc. (i.e. all direct & indirect costs, excluding Note 1).
- By request of CSWR, GMC has excluded the following from recommended improvements: solids removal, removal of vegetation from wastewater basin surfaces.
- It is GMC's understanding from CSWR that well rehabilitation, ARC flash studies, & tank inspections are to be handled by others, and so these have not been included in this cost estimate.

EXHIBIT 25

Regulatory, Transaction and Closing Costs

Limestone Utility Operating Company
Purchase/Acquisition Assets

				Date of Annual Report Used		12/31/2022			
				In-Service Date		6/30/2024		*estimated	
System:		Cumberland Basin		Purchase Price		100,000.00			
				closing cost		5,000.00		*estimated	
<u>Acct Name</u>	<u>Acct #</u>	<u>Plant Balance</u>	<u>Dep %</u>	<u>AccDep-12/31/2022</u>		<u>Dep Exp</u>	<u>AccDep-06/30/2024</u>	<u>NBV-06/30/2024</u>	
Treatment & Disposal Equipment	380.000	175,585.00	5.0%	52,674.00		13,156.85	65,830.85	109,754.15	
	Total	175,585.00		52,674.00		13,156.85	65,830.85	109,754.15	
CIAC-Sewer	271.000	122,911.00	3.33%	0.00		6,133.80	6,133.80	116,777.20	

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		105,000.00	Total closing consideration
Land and Land Rights	353.000	5,000.00		Transaction costs at closing (estimated)
Treatment & Disposal Equipment	380.000	175,585.00		2022 Annual Report
Accumulated Depr	108.000		65,830.85	2022 Annual Report + Calculation
CIAC	271.000		122,911.00	2022 Annual Report
Accum Amort-CIAC	272.000	6,133.80		Calculation
Acquisiton Adjustment	114.000	107,023.05		Acquistion Adjustment
		293,741.85	293,741.85	
	Net Book Value	105,000.00		
	Legal Regulatory Cost	11,696.66		
	Acquisition Date Rate Base	116,696.66		

EXHIBIT 26

Valuation Methodology

Valuation Methodology

Although no determination of the methodology used to set revenue requirement is being sought in this docket, Limestone intends to propose using a Rate Base rate of return methodology to recover costs of post-acquisition capital improvements and regulatory, transaction, and closing costs. As described in the testimony of Josiah Cox, Limestone may petition the Commission to increase rates or change certain operating regulations if it is determined that the revenue requirement for the system at hand increases in the future. Also described in the testimony of Josiah Cox, Limestone may also seek authority to consolidate rates of the systems it proposes to acquire in this case with those of other wastewater systems it operates in Tennessee.

EXHIBIT 27

Valuation Schedule and Workpapers

Limestone Utility Operating Company
Purchase/Acquisition Assets

System: Cumberland Basin

Date of Annual Report Used 12/31/2022
In-Service Date 6/30/2024 *estimated
Purchase Price 100,000.00
closing cost 5,000.00 *estimated

Acct Name	Acct #	Plant Balance	Dep %	AccDep-12/31/2022	Dep Exp	AccDep-06/30/2024	NBV-06/30/2024
Treatment & Disposal Equipment	380.000	175,585.00	5.0%	52,674.00	13,156.85	65,830.85	109,754.15
Total		175,585.00		52,674.00	13,156.85	65,830.85	109,754.15
CIAC-Sewer	271.000	122,911.00	3.33%	0.00	6,133.80	6,133.80	116,777.20

Journal Entry to transfer In-Service assets post acquisition

Acct Name	Acct #	Debit	Credit	Note
Utility Plant Purchased	106.000		105,000.00	Total closing consideration
Land and Land Rights	353.000	5,000.00		Transaction costs at closing (estimated)
Treatment & Disposal Equipment	380.000	175,585.00		2022 Annual Report
Accumulated Depr	108.000		65,830.85	2022 Annual Report + Calculation
CIAC	271.000		122,911.00	2022 Annual Report
Accum Amort-CIAC	272.000	6,133.80		Calculation
Acquisiton Adjustment	114.000	107,023.05		Acquistion Adjustment
		293,741.85	293,741.85	

Net Book Value	105,000.00
Legal Regulatory Cost	11,696.66
Acquisition Date Rate Base	116,696.66

EXHIBIT 28

Proposed Acquisition Adjustment Computation

Limestone Utility Operating Company
Purchase/Acquisition Assets

				Date of Annual Report Used		12/31/2022			
				In-Service Date		6/30/2024 <i>*estimated</i>			
System:		Cumberland Basin		Purchase Price		100,000.00			
				closing cost		5,000.00 <i>*estimated</i>			
<u>Acct Name</u>	<u>Acct #</u>	<u>Plant Balance</u>	<u>Dep %</u>	<u>AccDep-12/31/2022</u>		<u>Dep Exp</u>	<u>AccDep-06/30/2024</u>	<u>NBV-06/30/2024</u>	
Treatment & Disposal Equipment	380.000	175,585.00	5.0%	52,674.00		13,156.85	65,830.85	109,754.15	
	Total	175,585.00		52,674.00		13,156.85	65,830.85	109,754.15	
CIAC-Sewer	271.000	122,911.00	3.33%	0.00		6,133.80	6,133.80	116,777.20	

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		105,000.00	Total closing consideration
Land and Land Rights	353.000	5,000.00		Transaction costs at closing (estimated)
Treatment & Disposal Equipment	380.000	175,585.00		2022 Annual Report
Accumulated Depr	108.000		65,830.85	2022 Annual Report + Calculation
CIAC	271.000		122,911.00	2022 Annual Report
Accum Amort-CIAC	272.000	6,133.80		Calculation
Acquisiton Adjustment	114.000	107,023.05		Acquistion Adjustment
		293,741.85	293,741.85	
	Net Book Value	105,000.00		
	Legal Regulatory Cost	11,696.66		
	Acquisition Date Rate Base	116,696.66		

EXHIBIT 29

Cumberland Basin Contributed Assets

Name of Respondent Cumberland Basin Wastewater System	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3-31-2023	Year of Report 2022
CONTRIBUTIONS IN AID OF CONSTRUCTION (271)			
Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year		\$131,690	\$131,690
Add Credits During Year			0
Less Charges During Year		8,779	8,779
Balance End of Year		\$122,911	\$122,911
Less Accumulated Amortization		0	0
Net Contributions in Aid of Construction		\$122,911	\$122,911
ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)			
Report below all developers or contractors agreements from which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Contractor or Developer #1			\$0
Contractor or Developer #2			0
Contractor or Developer #3			0
Contractor or Developer #4			0
Contractor or Developer #5			0
Contractor or Developer #6			0
Contractor or Developer #7			0
Contractor or Developer #8			0
Contractor or Developer #9			0
Contractor or Developer #10			0
Contractor or Developer #11			0
Contractor or Developer #12			0
Contractor or Developer #13			0
Contractor or Developer #14			0
Contractor or Developer #15			0
Contractor or Developer #16			0
Contractor or Developer #17			0
Contractor or Developer #18			0
Contractor or Developer #19			0
Contractor or Developer #20			0
Contractor or Developer #21			0
Contractor or Developer #22			0
Contractor or Developer #23			0
Contractor or Developer #24			0
Contractor or Developer #25			0
Contractor or Developer #26			0
Contractor or Developer #27			0
Contractor or Developer #28			0
Contractor or Developer #29			0
Contractor or Developer #30			0
Total Credits During Year			\$0

EXHIBIT 30

Pro Forma Accounting Entries

Limestone Utility Operating Company
Purchase/Acquisition Assets

System: Cumberland Basin

Date of Annual Report Used 12/31/2022
In-Service Date 6/30/2024 *estimated
Purchase Price 100,000.00
closing cost 5,000.00 *estimated

Acct Name	Acct #	Plant Balance	Dep %	AccDep-12/31/2022	Dep Exp	AccDep-06/30/2024	NBV-06/30/2024
Treatment & Disposal Equipment	380.000	175,585.00	5.0%	52,674.00	13,156.85	65,830.85	109,754.15
Total		175,585.00		52,674.00	13,156.85	65,830.85	109,754.15
CIAC-Sewer	271.000	122,911.00	3.33%	0.00	6,133.80	6,133.80	116,777.20

Journal Entry to transfer In-Service assets post acquisition

Acct Name	Acct #	Debit	Credit	Note
Utility Plant Purchased	106.000		105,000.00	Total closing consideration
Land and Land Rights	353.000	5,000.00		Transaction costs at closing (estimated)
Treatment & Disposal Equipment	380.000	175,585.00		2022 Annual Report
Accumulated Depr	108.000		65,830.85	2022 Annual Report + Calculation
CIAC	271.000		122,911.00	2022 Annual Report
Accum Amort-CIAC	272.000	6,133.80		Calculation
Acquisiton Adjustment	114.000	107,023.05		Acquistion Adjustment
		293,741.85	293,741.85	

Net Book Value	105,000.00
Legal Regulatory Cost	11,696.66
Acquisition Date Rate Base	116,696.66

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	Cumberland Basin Genesis Village	Cumberland Basin The Bluffs
Monthly Recurring Charge - Pre Acquisition										
Minimum Charge - Water	\$19.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A
Usage Rate - Water							N/A			
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	N/A	\$51.50	\$35.11
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	N/A	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	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	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	N/A	N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	\$43.37	\$51.50	\$35.11
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	N/A	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	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	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A	5%	5%
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$15.00	\$15.00
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$15.00	\$15.00
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	N/A	N/A
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A	\$20	\$20
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A	\$10.00	\$10.00
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	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	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	\$3,750/lot	N/A	N/A	N/A	N/A
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	\$160/yr	N/A	\$100/yr	\$84/yr
Security Deposit	N/A	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A	\$60.00	\$60.00
Non-Recurring Charges - Post Acquisition										
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A	5%	5%
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$15.00	\$15.00
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$15.00	\$15.00
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	N/A	N/A
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A	\$20	\$20
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A	\$10.00	\$10.00
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	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	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	\$3,750/lot	N/A	N/A	N/A	N/A
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	N/A	N/A	\$100/yr	\$84/yr
Security Deposit	N/A	N/A	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	N/A	N/A
Usage Rate - Water	N/A	N/A	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	N/A	\$75.00	\$75.00
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	Based on Expected Design Flow	N/A	\$15 per 100 gal (301-1,000 gpd) \$140 per 1,000 gal (1,001-3,000 gpd) \$116 per 1,00 gal (Over 3,000 gpd)	\$15 per 100 gal (301-1,000 gpd) \$140 per 1,000 gal (1,001-3,000 gpd) \$116 per 1,00 gal (Over 3,000 gpd)
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	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	N/A	N/A
Usage Rate - Water	N/A	N/A	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	N/A	\$75.00	\$75.00
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	Based on Expected Design Flow	N/A	\$15 per 100 gal (301-1,000 gpd) \$140 per 1,000 gal (1,001-3,000 gpd) \$116 per 1,00 gal (Over 3,000 gpd)	\$15 per 100 gal (301-1,000 gpd) \$140 per 1,000 gal (1,001-3,000 gpd) \$116 per 1,00 gal (Over 3,000 gpd)
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	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	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	N/A	5%	N/A	5%	5%
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	\$15.00	\$15.00
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	\$15.00	\$15.00
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A	\$20.00	\$20.00
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A	\$10.00	\$10.00
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	N/A	N/A	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	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	N/A	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	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	N/A	5%	N/A	5%	5%
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	\$15.00	\$15.00
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	\$15.00	\$15.00
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A	\$20.00	\$20.00
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A	\$10.00	\$10.00
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	N/A	N/A	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	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	N/A	N/A

EXHIBIT 32

Proposed Protective Order

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

IN RE:)
)
JOINT APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC AND CUMBERLAND)
BASIN WASTEWATER SYSTEMS, LLC)
FOR APPROVAL OF THE)
ACQUISITION OF AND TO OPERATE)
THE WASTEWATER SYSTEM OF)
CUMBERLAND BASIN WASTEWATER)
SYSTEMS, LLC, AND TO ISSUE A)
CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)

DOCKET NO. 23-_____

PROTECTIVE ORDER

To expedite the flow of filings, discovery, exhibits and other materials, and to facilitate the prompt resolution of disputes regarding confidentiality of the material, adequately protect material entitled to be kept confidential and to ensure that protection is afforded only to material so entitled, the Hearing Officer, as appointed by the Tennessee Public Utilities Commission ("TPUC"), hereby orders the following:

1. For the purpose of this Protective Order (the "Order"), proprietary or confidential information, hereinafter referred to as "CONFIDENTIAL INFORMATION" shall mean documents and information in whatever form which the producing party, in good faith, deems to contain or constitute trade secrets, confidential commercial information, confidential research, development, financial statements, confidential data of third parties, or other commercially sensitive information, and which has been specifically designated by the producing party. A "Producing Party" is defined as the party creating the confidential information as well as the party

having actual physical possession of information produced pursuant to this Order. All summaries, notes, extracts, compilations or other direct or indirect reproduction from or of any protected materials shall be entitled to protection under this Order. Documents containing CONFIDENTIAL INFORMATION shall be specifically marked as “CONFIDENTIAL” on the cover and each page of the document. Any document so designated shall be handled in accordance with this Order. The provisions of any document containing CONFIDENTIAL INFORMATION may be challenged under Paragraph 12 of this Order.

2. Any individual or company subject to this Order, including producing parties or persons reviewing CONFIDENTIAL INFORMATION, shall act in good faith in discharging their obligations hereunder. Parties permitted to intervene in this matter after the date of entry of this Protective Order shall be subject to the terms and conditions of this Protective Order and will be allowed access to CONFIDENTIAL INFORMATION under the conditions prescribed herein.

3. CONFIDENTIAL INFORMATION shall be used only for the purposes of this proceeding, and shall be expressly limited and disclosed only to the following persons:

- (a) Counsel of record for the parties and other legal counsel for the parties in this case and associates, secretaries and paralegals actively engaged in assisting counsel of record in this proceeding;
- (b) TPUC Directors and members of the staff of the TPUC;
- (c) Officers, directors, or employees of the parties, including employees of intervenors and the Office of the Tennessee Attorney General; provided, however, that CONFIDENTIAL INFORMATION shall be shown only to those persons having a need to know;
- (d) Representatives of the parties who need to know because they are actively engaged in assisting counsel of record in preparing for this proceeding; and
- (e) Outside consultants and expert witnesses (and their Staff) employed or retained by the parties or their counsel, who need access to CONFIDENTIAL INFORMATION solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to disclose CONFIDENTIAL

INFORMATION to any outside consultant or expert witness, the party shall give five (5) days written notice to the Producing Party of intention to disclose CONFIDENTIAL INFORMATION. During such notice period, the Producing Party may move to prevent or limit disclosure for cause, in which case no disclosure shall be made until the TPUC or the Hearing Officer rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the Motion. A Pre-Hearing Conference may be called to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery, facsimile or email. All filings by email in this docket shall be followed up by delivering a hard copy of the filing to the Docket Manager of the TPUC.

4. Notwithstanding the provisions in Paragraph 3 above, under no circumstances shall any CONFIDENTIAL INFORMATION be disclosed to or discussed with anyone associated with the marketing of products, goods, or services that may be in competition with the products, goods or services of the Producing Party. Counsel for the parties are expressly prohibited from disclosing CONFIDENTIAL INFORMATION produced by another party to their respective clients, except for in-house counsel and persons who need to know in order to assist counsel of record with preparation of this case.

5. (a) Prior to disclosure of CONFIDENTIAL INFORMATION to any employee or associate counsel for a party, the counsel representing the party who is to receive the CONFIDENTIAL INFORMATION shall provide a copy of this Order to the recipient employee or associate counsel, who shall be bound by the terms of this Order. Prior to disclosure of CONFIDENTIAL INFORMATION to any outside consultant or expert witness employed or retained by a party, counsel shall provide a copy of this Order to such outside consultant or expert witness, who shall sign the Nondisclosure Statement in the form of that attached to this Order attesting that he or she has read a copy of this Order, that he or she understands and agrees to be bound by the terms of this Order, and that he or she understands that unauthorized disclosure of documents labeled “CONFIDENTIAL” constitutes a violation of this Order. The Nondisclosure

Statement shall be signed in the presence of and be notarized by a notary public. Counsel of record for each party shall provide the Producing Party a copy of each such Nondisclosure Statement and shall keep the Nondisclosure Statements executed by the parties' experts or consultants on file in their respective offices.

(b) Disclosure of CONFIDENTIAL INFORMATION other than as provided for in this Protective Order shall not be made to any person or entity except with the express written consent of the Producing Party or upon further order of the TPUC or of any court of competent jurisdiction.

6. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing the documents this failure shall not constitute a waiver of confidentiality, provided the party or non-party who has produced the document shall notify the recipient of the document in writing within five (5) days of discovery of such inadvertent failure to designate the document as CONFIDENTIAL. At that time, the recipients will immediately treat the subject document as CONFIDENTIAL. In no event shall the TPUC, or any party to this Order, be liable for any claims or damages resulting from the disclosure of a document provided while not so labeled as "CONFIDENTIAL." An inadvertent failure to designate a document as CONFIDENTIAL, shall not, in any way, affect the TPUC's determination as to whether the document is entitled to CONFIDENTIAL status.

7. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents and the failure is not discovered in time to provide a five (5) day notification to the recipient of the confidential nature of the documents referenced in the paragraph above, the

failure shall not constitute a waiver of confidentiality and a party by written motion or by oral motion at a Pre-Hearing Conference or at the Hearing on the Merits may request designation of the documents as CONFIDENTIAL, and if the motion is granted by the Hearing Officer or the Commission, the recipients shall immediately treat the subject documents as CONFIDENTIAL. The Tennessee Public Utilities Commission or the Hearing Officer may also, at his or her discretion, either before or during the Pre-Hearing Conference or Hearing on the Merits of the case, allow information to be designated CONFIDENTIAL and treated as such in accordance with the terms of this Order.

8. Any papers filed in this proceeding that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed and maintained in the TPUC Docket Room in sealed envelopes marked CONFIDENTIAL and labeled to reflect the style of this proceeding, the docket number, the contents of the envelope sufficient to identify its subject matter and this Protective Order. The envelopes shall be maintained in a locked filing cabinet. The envelopes shall not be opened or their contents reviewed by anyone except upon order of the TPUC or the Hearing Officer after due notice to counsel of record. The filing party shall also include with the filing a public version of the papers with any CONFIDENTIAL INFORMATION redacted. The public version shall reflect the style of the proceeding, the docket number, the contents of the envelope sufficient to identify its subject matter and shall reference this Protective Order. Notwithstanding the foregoing, the Directors and the Staff of the TPUC may review any paper filed as CONFIDENTIAL without obtaining an order of the TPUC or the Hearing Officer provided the Directors and Staff maintain the confidentiality of the paper in accordance with the terms of this Order.

9. Documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS (as defined in Paragraph 20) in accordance with this Order, may be used in testimony at the Hearing of this proceeding and offered into evidence or used in any hearing related to this action in a manner that protects the confidentiality of the information, subject to the Tennessee Rules of Evidence and to such future orders as the TPUC or the Hearing Officer may enter. Any party intending to use documents, information, or testimony designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS shall inform the Producing Party and the TPUC or the Hearing Officer prior to the Hearing on the Merits of the case, of the proposed use; and shall advise the TPUC or the Hearing Officer and the Producing Party before use of the information during witness examinations so that appropriate measures can be taken by the TPUC or the Hearing Officer to protect the confidential nature of the information.

10. Except for documents filed in the TPUC Docket Room, all documents covered by the terms of this Order that are disclosed to the requesting party shall be maintained separately in files marked CONFIDENTIAL and labeled with reference to this Order at the offices of the requesting party's counsel of record, kept in a secure place and returned to the Producing Party pursuant to Paragraph 17 of this Order.

11. Nothing herein shall be construed as preventing any party from continuing to use and disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the public domain through no act of the party, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation, or (d) that is independently developed by a party, or (e) that is known or used by it prior to this proceeding. The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose the information.

12. Any party may contest the designation of any document or information as CONFIDENTIAL or PROTECTED SECURITY MATERIALS by filing a Motion with the TPUC or Hearing Officer as appropriate, for a ruling that the documents, information or testimony should not be so treated. Upon the filing of such a motion, the designating party shall bear the burden of supporting its designation of the documents or information at issue as CONFIDENTIAL INFORMATION. All documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS, however, shall be maintained as such until the TPUC or the Hearing Officer orders otherwise. A Motion to contest must be filed not later than fifteen (15) days prior to the Hearing on the Merits. Any Reply seeking to protect the status of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS must be received not later than ten (10) days prior to the Hearing on the Merits and shall be presented to the Commission at the Hearing on the Merits for a ruling.

13. Nothing in this Order shall prevent any party from asserting any objection to discovery other than an objection based upon grounds of confidentiality.

14. Non-party witnesses shall be entitled to invoke the provisions of this Order by designating information disclosed or documents produced for use in this action as CONFIDENTIAL, in which event the provisions of this Order shall govern the disclosure of information or documents provided by the non-party witness. A designation of information as CONFIDENTIAL by a non-party witness may be challenged under Paragraph 12 of this Order.

15. No person authorized under the terms herein to receive access to documents, information, or testimony designated as CONFIDENTIAL shall be granted access until such person has complied with the requirements set forth in Paragraph 5 of this Order.

16. Any person to whom disclosure or inspection is made in violation of this Order shall be bound by the terms of this Order.

17. Upon entry of a final order in this proceeding and conclusion of any appeals resulting from such an order, except as to the Attorney General and TPUC, all the filings, exhibits and other materials and information designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS and all copies thereof shall be returned to counsel of the Producing Party within fifteen (15) days. Notwithstanding any provision herein to the contrary, the requirement of this paragraph shall become operative immediately upon any intervenor who withdraws or otherwise ceases to be a party to the case, even though the case itself may continue to be pending. Subject to the requirements of Paragraph 8 above, the TPUC shall retain copies of information designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS as may be necessary to maintain the record of this case intact. Counsel who received the filings, exhibits and other materials, designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS shall certify to counsel for the Producing Party that all the filings, exhibits and other materials, plus all copies or extracts, notes or memorandums from the filings, exhibits and other materials, and all copies of the extracts from the filings, exhibits and other materials thereof have been delivered to counsel for the Producing Party or destroyed and that with respect to any electronic copies of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS received or mentioned by the receiving party, all reasonable efforts have been undertaken to eliminate said information. If any electronic CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS cannot be eliminated through the use of reasonable efforts, any such remaining materials shall be subject to the continuing restrictions contained in paragraph eighteen (18) of this Order.

18. After termination of this proceeding, the provisions of this Order relating to the confidential nature of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS, information and testimony shall continue to be binding upon parties herein and their officers, employers, employees, agents, and/or others unless this Order is vacated or modified or is supplanted by an order of the court or courts before which is pending a challenge to any order entered in this proceeding.

19. Nothing herein shall prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as CONFIDENTIAL shall receive protection other than that provided herein.

20. In addition to the other provisions of this Order, Limestone Water Utility Operating Company, LLC (“the Company”) may designate and label as “PROTECTED SECURITY MATERIALS” documents and information related to security measures undertaken to protect public health and safety. The Company shall provide access to PROTECTED SECURITY MATERIALS to TPUC Directors and members of the staff of the TPUC and further only to authorized representatives of the Intervenors in this docket.

21. The Company shall provide access to an authorized representative to PROTECTED SECURITY MATERIALS only after such authorized representative has executed a Nondisclosure Statement in the form of that attached to this Order and provided a copy to the Company. Except, with consent of the Company: (i) access shall be at the offices of the Company or its counsel of record and under supervision of the Company; (ii) PROTECTED SECURITY MATERIALS shall not be removed from the offices of the Company or its counsel; (iii) no copies shall be provided to an authorized representative except as provided herein. Authorized representatives may make notes or memoranda from a review of the PROTECTED SECURITY MATERIALS and may

remove such notes and memoranda. In all other respects such notes and memoranda shall remain PROTECTED SECURITY MATERIALS and subject to the provisions hereof. PROTECTED SECURITY MATERIALS shall be used only to assist TPUC staff or any other party to prepare for and to try this proceeding and shall not be used for any other purpose in this or any other jurisdiction.

22. Except as provided in this Order, the contents of PROTECTED SECURITY MATERIALS to which the TPUC staff or other party is given access, and any notes, memoranda, or any form or information or opinions regarding or derived from the PROTECTED SECURITY MATERIALS shall not be disclosed to anyone other than an authorized representative in accordance with the Order, except that an authorized representative may disclose his or her conclusions or findings solely within, and for the purposes of, this proceeding and in accordance with this Order. PROTECTED SECURITY MATERIALS shall not otherwise be published, disclosed or divulged except as expressly provided herein. The TPUC Directors, TPUC staff and any other party shall treat all notes memoranda or opinions regarding or derived from the PROTECTED SECURITY MATERIALS as confidential and shall keep them in a secure location with access limited to an authorized representative, and the contents of PROTECTED SECURITY MATERIALS and any information derived from them shall be considered highly confidential and shall not be deemed public records. The TPUC staff, any party, Hearing Officer, or the TPUC Directors may discuss any position or conclusion regarding security expenditures and testimony in briefs, orders, pleadings, or hearings in this proceeding without disclosing protected information to the public in accordance with this Order.

23. The Attorney General and his staff have authority to enter into Nondisclosure Agreements pursuant to Tenn. Code Ann. § 65-4-118 which are consistent with state and federal law, regulations and rules.

24. The Attorney General and his staff agree to keep CONFIDENTIAL INFORMATION in a secure place and will not permit them to be seen by any person who is not an employee of the State of Tennessee, the Office of Attorney General and Reporter, or a person who has not signed a Nondisclosure Agreement.

25. The Attorney General and his staff may make copies of CONFIDENTIAL INFORMATION or any portion thereof. To the extent permitted by state and federal law, regulations and rules, all notes utilizing supporting information shall be subject to the terms of this Order to the extent factual assertions are derived from the supporting information.

26. To the extent permitted by state law, the Attorney General will provide timely notice of filing or disclosure in the discharge of the duties of the Office of the Attorney General and Reporter, pursuant to Tenn. Code Ann. § 10-7-504(a)(5)(C) or any other law, regulation or rule, so that the Company may take action relating to disclosure.

27. CONFIDENTIAL INFORMATION is subject to this Protective Order, which is entered pursuant to the Tennessee Rules of Civil Procedure. If any person or entity subject to this Protective Order receives a request or subpoena seeking the disclosure or production of information labeled as “CONFIDENTIAL INFORMATION” by a party, such person or entity shall give prompt written notice to the TPUC Hearing Officer and the party within not more than five (5) days of receiving such a request, subpoena or order and: (i) shall respond to the request, subpoena or order, in writing, stating that the CONFIDENTIAL INFORMATION is protected pursuant to this Protective Order; and (ii) shall not disclose or produce such CONFIDENTIAL

INFORMATION unless and until subsequently ordered to do so by a court of competent jurisdiction. This Protective Order shall operate as an exception to the Tennessee Public Records Act, as set forth in the language of Tenn. Code Ann. § 10-7- 503(a) “. . . unless otherwise provided by state law.” (See, e.g., Ballard v. Herzke, 924 S.W.2d 652 (Tenn. 1996); Arnold v. City of Chattanooga, 19 S.W.3d 779 (Tenn. Ct. App. 1999) (holding that “state law” includes the Tennessee Rules of Civil Procedure)). Because this Protective Order is issued pursuant to the Tennessee Rules of Civil Procedure, this Order creates an exception to any obligations of the Attorney General, including attorneys and members of theirs, as to the Public Records Act and other open records statutes as to CONFIDENTIAL INFORMATION. In the event that any court of competent jurisdiction determines in the course of a lawsuit brought as a result of a person’s or entity’s fulfillment of the obligations contained in this paragraph that information designated as “CONFIDENTIAL INFORMATION” by a party is not CONFIDENTIAL INFORMATION as defined in paragraph 1 of this Protective Order, then the party designating the information as “CONFIDENTIAL INFORMATION” shall be responsible for all costs associated with or assessed in the lawsuit. This Protective Order acknowledges the role and responsibilities of the Attorney General and the Attorney General’s staff, as set forth in Title 8, Chapter 6 of the Tennessee Statutes, beyond the duties associated with the Consumer Advocate and Protection Division, as prescribed in Tenn. Code Ann. § 65-4-118. This Protective Order is not intended to conflict with the Attorney General’s role and responsibilities, especially the investigative functions, as set forth in Title 8, Chapter 6. For there to be compliance with this Protective Order, any CONFIDENTIAL INFORMATION shared outside of the Consumer Advocate and Protection Division must be provided the full and complete protection afforded other confidential or protected information in the control and custody of the Attorney General.

28. The designation of any information, documents or things in accordance with this Order as constituting or containing confidential or proprietary information the Attorney General's, or their respective staff's, treatment of such material as confidential or proprietary in compliance with this Order is not an admission or agreement by the Attorney General, or their respective staff, that the material constitutes or contains confidential commercial information or trade secret information and shall not be deemed to be either a waiver of the right to challenge such designation or an acceptance of such designation. The Company agrees to designate information, documents or things provided to the Attorney General as confidential commercial information or trade secret if it has a good faith basis for the claim. The Company will upon request of the Attorney General, or their respective staff, provide a written explanation of the details, including statutory authority, that support its confidential commercial information or trade secret claim within five (5) days of a written request. The Company also specifically agrees that it will not designate any documents as CONFIDENTIAL INFORMATION or label such documents as "CONFIDENTIAL" if the documents:

- (a) have been distributed to the public, consumers or others, provided that proprietary customer information provided by the Company to its customers or their marketers may be designated as CONFIDENTIAL INFORMATION; or
- (b) are not maintained by the Company as confidential commercial information or trade secrets or are not maintained by the Company as proprietary customer information.

29. Nothing in this Order shall prevent the Attorney General from using the CONFIDENTIAL INFORMATION received for investigative purposes in the discharge of the

duties of the Office of the Attorney General and Reporter. Additionally, nothing in this Order shall prevent the Attorney General from informing state officials and third parties of the fact of an investigation, as needed, to conduct the investigation. Without limiting the scope of this paragraph, nothing in this Order shall prevent the Attorney General from contacting consumers whose names were provided by the Company or from discussing with any consumer any materials that he or she allegedly received from the Company or confirming that a consumer actually received the materials, to the extent that the Attorney General or his staff does so in a manner that complies with the provisions of this Order.

30. The terms of the foregoing paragraphs 23 through 29 do not apply to PROTECTED SECURITY MATERIALS as set forth in paragraphs 20-22 of this Order. PROTECTED SECURITY MATERIALS shall be treated in accordance with paragraphs 20-22.

31. All information, documents and things designated as CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS and produced in accordance with this Order may be disclosed in testimony or offered into evidence at any TPUC or court hearing, trial, motion or proceeding of this matter, subject to the provisions of this Order, including paragraph 9, and the applicable Rules of Evidence. The party who produced the information, documents and things designated as CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS agrees to stipulate to the authentication of such information, documents and things in any such proceeding.

32. Nothing in this Order is intended to restrict or alter federal or state laws, regulations or rules.

33. Any person who has signed a Nondisclosure Statement or is otherwise bound by the terms of this Order shall continue to be bound by this Order and/or Nondisclosure Statement even if no longer employed or engaged by the TPUC or Intervenors.

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

IN RE:)
)
JOINT APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC AND CUMBERLAND)
BASIN WASTEWATER SYSTEMS, LLC)
FOR APPROVAL OF THE)
ACQUISITION OF AND TO OPERATE)
THE WASTEWATER SYSTEM OF)
CUMBERLAND BASIN WASTEWATER)
SYSTEMS, LLC, AND TO ISSUE A)
CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)

DOCKET NO. 23-_____

NONDISCLOSURE STATEMENT

I have reviewed the Protective Order entered in the above-captioned matter and agree to abide and be bound by its terms. I understand that unauthorized disclosure of information or documents labeled “CONFIDENTIAL” or “PROTECTED SECURITY MATERIALS” will be a violation of the Protective Order.

DATE

NAME

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public,
_____, with whom I am personally acquainted, who
acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires:_____

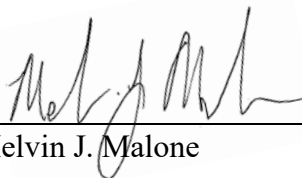
CERTIFICATE OF SERVICE

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

Vance L. Broemel, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
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Nashville, TN 37202-0207
Vance.Broemel@ag.tn.gov

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Office of the Tennessee Attorney General
Consumer Advocate Division
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This the 31st day of October 2023.



Melvin J. Malone