

# BUTLER | SNOW

May 8, 2024

## VIA ELECTRONIC FILING

Hon. Herbert H. Hilliard, Chairman  
c/o Ectory Lawless, Docket Room Manager  
Tennessee Public Utility Commission  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243  
[TPUC.DocketRoom@tn.gov](mailto:TPUC.DocketRoom@tn.gov)

Electronically Filed in TPUC Docket  
Room on May 8, 2024 at 1:28 p.m.

**RE: *Joint Application of Limestone Water Utility Operating Company, LLC, and Bridget J. Willhite, as Administrator CTA of the Estate of Glenna Newport, for Approval of the Acquisition of and to Operate the Newport Resort Water System, and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 24- 00034***

Dear Chairman Hilliard:

Attached for filing please find the *Joint Application of Limestone Water Utility Operating Company, LLC, and Bridget J. Willhite, as Administrator CTA of the Estate of Glenna Newport, for Approval of the Acquisition of and to Operate the Newport Resort Water System, and to Transfer or Issue a Certificate of Public Convenience and Necessity*, including exhibits and pre-filed testimony<sup>1</sup>.

Please note that Exhibits 1, 12, and 20 to the Application are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 1, 12 and 20 are 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.

Sincerely,

BUTLER SNOW LLP



Katherine Barnes

## Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC  
David Woodsmall, Central States Water Resources  
Shilina B. Brown, Consumer Advocate Division  
Victoria B. Glover, Consumer Advocate Division

---

<sup>1</sup> 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 BRIDGET J.** )  
**WILLHITE, AS ADMINISTRATOR CTA** )  
**OF THE ESTATE OF GLENNA** )  
**NEWPORT, FOR APPROVAL OF THE** )  
**ACQUISITION OF AND TO OPERATE** )  
**THE NEWPORT RESORT WATER** )  
**SYSTEM, AND TO TRANSFER OR ISSUE** )  
**A CERTIFICATE OF PUBLIC** )  
**CONVENIENCE AND NECESSITY** )

**DOCKET NO. 24- 00034**

---

**JOINT APPLICATION OF LIMESTONE WATER UTILITY OPERATING  
COMPANY, LLC, AND BRIDGET J. WILLHITE, AS ADMINISTRATOR CTA OF  
THE ESTATE OF GLENNA NEWPORT, FOR APPROVAL OF THE ACQUISITION  
OF AND TO OPERATE THE NEWPORT RESORT WATER SYSTEM, AND TO  
TRANSFER OR ISSUE A CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY**

---

Pursuant to Tennessee Code Annotated sections 65-4-104, 65-4-107, 65-4-113, 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 Bridget J. Willhite, as Administrator CTA of the Estate of Glenna Newport (“Newport Estate”), respectfully submit this Joint Application requesting the Commission to approve Limestone’s acquisition (“Transaction”) of the title to all assets, property, and real estate used to provide regulated water service to customers in Rhea County, Tennessee (“System”). The Newport Estate is under court-approved authorization to sell of the Newport Estate,<sup>1</sup> and is operated under a

---

<sup>1</sup> See *Agreed Order as to Division and Sale of Certain Estate Assets*, No. 19-PR-2725, Chancery Court for Rhea County, Tennessee, Probate Division (Aug. 16, 2022) (attached hereto as **Exhibit 28**).

Certificate of Public Convenience and Necessity (“CCN”) held by the Newport Resort Water System (“NRWS”).<sup>2</sup> Limestone and the Newport Estate (“Applicants”) further request the Commission to authorize the transfer of NRWS’s CCN to Limestone, pursuant to Tennessee Code Annotated section 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 Tennessee Code Annotated sections 65-4-107 and 65-4-201.

Under terms of the Agreement for Sale of Utility System and its First Amendment, attached as **Exhibits 10** and **10A** to this Joint Application, 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 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 Rd., Suite 140  
St. Louis, MO 63131  
(314) 380-8544  
[regulatory@cswrgroup.com](mailto:regulatory@cswrgroup.com)

Bridget J. Willhite, Esq.  
Attorney at Law

---

<sup>2</sup> The existing CCN was issued to “Ancil Newport and Elzo Newport, d.b.a Newport Resort Water System” in TPUC Docket No. U-88-7581 (Aug. 31, 1992). The Newport Resort Water System is listed on the Commission’s website as a public utility providing water service. Through the *Agreed Order as to Division and Sale of Certain Estate Assets*, attached as **Exhibit 28**, the Administrator CTA is authorized to sell the Newport Resort Water System, which is included in the estate of Glenna Newport, to a public utility.

1 East Madison Ave.  
P.O. Box 885  
Athens, TN 37371  
(423) 745-7447  
[bridget@wmlawfirm.net](mailto:bridget@wmlawfirm.net)

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](mailto:Melvin.Malone@butlersnow.com)  
[Katherine.Barnes@butlersnow.com](mailto:Katherine.Barnes@butlersnow.com)

3. In support of the Joint Application, the following Appendix and Exhibits are attached hereto, and are hereby incorporated by reference:

**Appendix A -** Minimum Filing Requirements for CCN and Acquisition Applications  
**Exhibit 1 -** **SUBMITTED UNDER SEAL AS CONFIDENTIAL -** 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 -** Limestone Organization Chart  
**Exhibit 6 -** Limestone Table of Limestone's Affiliates and Number of Customers Served  
**Exhibit 7 -** Officer/Key Employee Organization Chart  
**Exhibit 8 -** Resumes of Key CSWR Personnel  
**Exhibit 9 -** Pre-filed Direct Testimony of Josiah Cox  
**Exhibit 10 -** Agreement for Sale of Utility System  
**Exhibit 10A -** First Amendment to Agreement for Sale of Utility System  
**Exhibit 11 -** Assignment of Rights Agreement  
**Exhibit 12 -** **SUBMITTED UNDER SEAL AS PROPRIETARY AND CONFIDENTIAL -** CSWR Consolidated Financial Statements  
**Exhibit 13 -** Limestone's 2023 Annual Report



<b>Exhibit 14 -</b>	Limestone Pro Forma Financial Statements
<b>Exhibit 15 -</b>	Proposed Chart of Accounts
<b>Exhibit 16 -</b>	List of Plant-In-Service Accounts
<b>Exhibit 17 -</b>	Limestone's Proposed Tariff
<b>Exhibit 18 -</b>	Surety Bond
<b>Exhibit 19 -</b>	Newport Resort's Annual Reports
<b>Exhibit 20 -</b>	<b>SUBMITTED UNDER SEAL AS CONFIDENTIAL -</b> Newport Resort Customers by Class
<b>Exhibit 21 -</b>	Newport Resort Income Forecast Financial Statements
<b>Exhibit 22 -</b>	Anticipated Capital Budget for the System
<b>Exhibit 23 -</b>	Regulatory, Transaction and Closing Costs, Valuation Schedule, Proposed Acquisition Adjustment Computation, <sup>3</sup> and Pro Forma Accounting Entries
<b>Exhibit 24 -</b>	Statement Regarding Valuation Methodology
<b>Exhibit 25 -</b>	Newport Resort Contributed Assets
<b>Exhibit 26 -</b>	Customer Notification Letter Draft
<b>Exhibit 27 -</b>	Pre- & Post-Acquisition Rates & Charges Table
<b>Exhibit 28 -</b>	Chancery Court Agreed Order as to the Division and Sale of Certain Assets
<b>Exhibit 29 -</b>	Sanitary Survey and Notice of Violation (July 18, 2022)
<b>Exhibit 30 -</b>	Proposed Protective Order

## **II. DESCRIPTION OF THE APPLICANTS**

### **A. General Information**

#### **1. Newport Resort Water System**

NRWS has its principal office and place of business at 184 Travis Drive, Spring City, Tennessee 37381. NRWS is authorized to provide water service pursuant to a CCN issued by the Commission in TPUC Docket No. U-88-7581 (Aug. 31, 1992) and currently provides water service to customers in Rhea County, Tennessee. A description of NRWS's service area and service area map of the System are attached **UNDER SEAL** as **CONFIDENTIAL Exhibit 1**.<sup>4</sup>

---

<sup>3</sup> 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.

<sup>4</sup> Exhibit 1 is filed under seal and as confidential pursuant to Tenn. Code Ann. § 10-7-504(a)(21)(A)(i), which states that the following are non-public records: "[r]ecords that would allow a person to identify areas of structural or operational vulnerability of a utility service provider or that would permit unlawful disruption to, or interference with,

## 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 580 water connections and 2,013 wastewater connections in Campbell, Hardeman, Hardin, Marshall, and Williamson County, Tennessee.<sup>5</sup> A 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. 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

---

the services provided by a utility service provider,” as well as pursuant to Rule 0400-01-01-.01(4)(c)2, which provides that “[t]he latitude and longitude coordinates of public water system wells, intakes, water mains, water tanks, valves and GIS analyses derived from these data” are non-public records.

<sup>5</sup> 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); *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 (May 1, 2023) (acquisition of system previously owned by Candlewood Lakes POA); *Order Approving Petition to Amend Certificate of Convenience and Necessity and Waive Commission Rule*, TPUC Docket No. 22-00059 (Dec. 19, 2023) (expansion of CCN to serve the Laurel Creek subdivision); *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 23-00016 (Dec. 26, 2023) (acquisition of wastewater system previously owned by DSH & Associates, LLC); and *Order Amending Certificate of Public Convenience and Necessity*, TPUC Docket No. 23-00036 (Jan. 26, 2024) (expansion of CCN to serve the Nash Ridge subdivision).

provide services to approximately 165,000 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 as **Exhibit 5**, as well as each affiliate that directly owns and operates a water or wastewater system and the number of connections it serves is identified in **Exhibit 6**.

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. 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**

The Newport Estate has determined that it is in the best interests of the Newport Estate, NRWS and NRWS's customers to sell the System to a qualified operator. In furtherance of that objective, the Newport Estate and Central States Water Resources, Inc., ("Central States") entered into a binding Agreement for Sale of Utility System dated October 25, 2022 (the "Agreement").<sup>6</sup> A copy of the Agreement, along with the First Amendment to Agreement for Sale of Utility System, are attached as **Exhibits 10 and 10A**. Pursuant to the Agreement, the Newport Estate will

---

<sup>6</sup> Central States is an affiliate of Limestone, as that term is defined in TPUC Rule 1220-04-13-.16(2)(a).

transfer to Limestone the NRWS assets and entire service area previously granted by the Commission. The Agreement specifies terms for the Newport Estate to sell and Central States or its affiliate to purchase the NRWS System, which includes all assets NRWS used to provide water services in Rhea County, including, but not limited to, water service facilities and equipment, intangibles, franchises, inventory, contracts and contract rights, and real estate. Assets are to be transferred free of all liens, judgments, mortgages, and similar encumbrances. No closing date is specified because closing is expressly contingent on satisfaction of various conditions precedent, including obtaining all required regulatory approvals. It is anticipated that the closing date will be at least 90 days after the filing of this Joint Application.<sup>7</sup>

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 the System's assets of the Newport Estate. A copy of that assignment is attached to this Joint Application as **Exhibit 11**.

The sale of assets under terms specified in the Agreement promotes the interests of the public generally and of NRWS'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 intends to adopt the base rates currently in effect for NRWS's customers served by the System.

---

<sup>7</sup> Pursuant to Rule 1220-04-13-.10(3)(c), which is applicable to water providers, 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.

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 as **Exhibit 9**. Mr. Cox's testimony also includes information required by TPUC rules and confirms Limestone's intent to fully comply with all applicable statutes, rules, and regulations. Subsequent to the transaction, neither the Newport Estate nor NRWS will retain any water rights or other rights related to the System.

#### **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.<sup>8</sup> These capabilities are further explained in detail below and in Mr. Cox's Pre-filed Direct Testimony, and supported in Appendix A. As previously noted, in addition to the water and wastewater services Limestone already provides in Tennessee, CSWR-affiliated companies currently operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. For each of the systems an affiliate currently owns or operates, CSWR provides the technical, managerial, and financial resources necessary to acquire and operate those systems. CSWR would continue to provide similar support for the System that Limestone proposes to acquire in this case.

##### **A. Technical Qualifications**

CSWR's technical resources and expertise have greatly improved the quality of service its utility-operating affiliates are able to provide their respective customers in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee,

---

<sup>8</sup> As noted in footnote 5, the Commission has previously reviewed and approved Limestone's technical, managerial and financial capabilities, and Applicant Limestone incorporates such Commission orders by reference.

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 NRWS 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 service to customers. Equity capital used to acquire the NRWS 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. Limestone began operations as of March 18, 2021. CSWR's consolidated balance sheet and income statement for 2021 and 2022 are attached to the Application **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 12**. Limestone's 2023 Annual Report is attached as **Exhibit 13**. A

pro-forma income statement and balance sheet for Limestone for the first three years of its proposed operation of the System is attached as **Exhibit 14**.

### **C. Managerial Qualifications**

Resumes of key CSWR personnel who are closely involved with Limestone's operations are attached to this Joint Application as **Exhibit 8**. 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. ACQUISITION ADJUSTMENT AND TRANSACTION COSTS**

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 NRWS'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 NRWS'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.

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 NRWS 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.

## **VI. RATES 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 17** to the Joint Application, Limestone proposes to adopt the base rates currently in effect for the System. If the revenue requirement for the System increases in the future, however, 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 water 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 NRWS 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 NRWS 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 NRWS'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 NRWS as of the closing date.

NRWS commits to transfer to Limestone complete copies of NRWS'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. Limestone shall provide copies of NRWS's accounting records within 30 days of closing or as soon thereafter as they become available to the Commission with the Consumer Advocate Division courtesy copied. At a minimum, Limestone will maintain these records through the completion of its initial rate proceeding before the Commission.

If applicable, Limestone shall record on its books the balance of Contribution in Aid of Construction (“CIAC”). Limestone and NRWS shall provide documentation demonstrating the value of Plant in Service at closing, excluding any writeup of land costs supported by an appraisal. This balance shall not be amortized unless authorized by 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 NRWS 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 the Newport Estate 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* footnote 5), 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, Limestone and its affiliates have already demonstrated their ability to provide safe and reliable water and wastewater service in Tennessee; and
- f. The Newport Estate and NRWS have determined that it is in the best interest of the Newport Estate, NRWS and NRWS's customers to sell the System.

To minimize any adverse effects on customers, Limestone proposes to adopt NRWS's currently approved base rates, and any future changes in those base 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 Application. *See Exhibit 30.*

#### **IX. CONCLUSION**

As set forth herein, and as evidenced in the Pre-filed Direct Testimony and supporting documentation in support of this Joint Application, the Newport Estate, NRWS 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 water service within the service area of the System. In properly maintaining and supporting a water 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 NRWS, 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 is attached as **Exhibit 26** and is incorporated by reference.<sup>9</sup>

To the extent applicable or analogous to water services, Limestone specifically addresses the requirements of TPUC Rules 1220-04-13-.17 (Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity) and 1220-04-14-.08 (Application for Acquisition and Filing Requirements) in **Appendix A**.

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

**WHEREFORE**, for the reasons previously stated, the Newport Estate 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 the Newport Estate to sell and transfer to Limestone all assets used to provide water utility services to customers currently served by NRWS in Rhea County, Tennessee;

---

<sup>9</sup> The Applicants will further comply with TPUC rules regarding notice after the Commission establishes a hearing date for consideration of this Joint Application.

3. Authorizing the transfer of NRWS's existing CCN to Limestone, with its accompanying privilege and franchise, or, in the alternative, granting Limestone a CCN, with its accompanying privilege and franchise, to provide water utility services in areas currently served by NRWS;

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.

Dated: April 30, 2024

Respectfully submitted,



---

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](mailto:Melvin.Malone@butlersnow.com)  
[Katherine.Barnes@butlersnow.com](mailto:Katherine.Barnes@butlersnow.com)

David L. Woodsmall  
Central States Water Resources, Inc.  
1630 Des Peres Rd., Suite 140  
Des Peres, MO 63131  
[dwoodsmall@cswrgroup.com](mailto:dwoodsmall@cswrgroup.com)

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

## APPENDIX A

### **I. Definitions**

The term "Not Applicable" contained herein is used as a response to the Minimum Filing Requirements that pertain to the construction of a new system and not the purchase of an existing system and to items not relevant to or not required regarding this Joint Application.

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

(1) Please see accompanying Joint Application and Pre-filed Direct Testimony of Limestone Witness Josiah Cox attached as **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 7**.

(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 table showing Limestone's affiliated companies is attached to the Application as **Exhibit 6**. 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. CSWR, LLC, is the

only company within the group that has employees and is the only affiliate that would provide services to Limestone.

(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 as **Exhibit 4**.

(7) Limestone, as assigned by Central States Water Resources, Inc. pursuant to the Agreement for Sale of Utility System and its First Amendment, attached as **Exhibits 10 and 10A**, proposes to acquire all assets used by the Newport Estate and NRWS to provide water services to customers in Rhea County, Tennessee. The TN water system number associated with the System is PWSID# 0000657. A description of NRWS's service area and service area map of the System are attached **UNDER SEAL** as **CONFIDENTIAL Exhibit 1**.

(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) Not applicable. *See Order*, TPUC Docket No. U-88-7581 (Aug. 31, 1992) (order granting CCN to NRWS).

(2) Not applicable.

(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 8**.

(2) Limestone's affiliates have purchased and currently are operating public drinking water and/or wastewater services in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas that provide safe, and reliable service to approximately 165,000 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. 23-00037 (IRM), (2) TPUC Docket No. 23-00070 (Sunset Cove) and (3) TPUC Docket No. 23-00077 (Cumberland Basin).<sup>10</sup>

---

<sup>10</sup> Regarding pending Tennessee acquisitions involving Limestone, copies of required agreements can be found in the Commission's files for Docket No. 23-00037 (IRM), Docket No. 23-00070 (Sunset Cove), and Docket No. 23-00077 (Cumberland Basin). In the unlikely event the rule seeks the submission of documents related to mergers or acquisition transactions *outside* the State of Tennessee involving Limestone's affiliates, Limestone submits that such a requirement to produce copies of all pending acquisitions is unduly burdensome, administratively inefficient and unlikely to produce information relevant to the issues the Commission must decide in this case – i.e., whether Limestone has the managerial, technical, and financial resources necessary to operate a wastewater utility in the area that is the subject of this Joint Application and whether the Joint Application serves the public interest.

Limestone is part of a CSWR affiliate group providing water and/or wastewater services in 11 states. At any particular time, Limestone's affiliates may have dozens of acquisition applications pending in those 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, 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



(4) Not applicable.

(d) (1) Not applicable.

(2) Limestone is in the process of obtaining the State Operator's Certificate from the Newport Estate and will file it with the Commission as soon as possible.

(3) The name, address, and telephone number of the technical contact person responsible for and knowledgeable about Limestone's proposed operations in Tennessee is Aaron Silas, 1630 Des Peres Road, Suite 140, St. Louis, MO 63131, (314) 380-8510.

(4) On July 18, 2022, TDEC issued to NRWS a Sanitary Survey Letter and Notice of Violation, attached as **Exhibit 29**. The letter detailed a TDEC inspection, the results of which rated the System in the "Approved" category. Nonetheless, the inspector noted several violations regarding document submittal, operation and maintenance, and water sampling. The Sanitary Survey Report notes that a new operator had been hired and had begun to correct the violations.

(5) Not applicable.

---

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 this Joint Application.

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 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 5 of this Joint Application, the Commission has previously reviewed and approved Limestone's managerial, financial and technical capabilities.

(e) (1) Financial statements for CSWR, LLC, for the 2021 and 2022 are attached **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 12**. Attached to the Joint Application as **Exhibit 13** is Limestone's 2023 Annual Report.

(2) Pro forma income statements are attached as **Exhibit 14**.

(3) A proposed chart of accounts is attached as **Exhibit 15**.

(4) Plant-in-service account numbers are attached as **Exhibit 16**.

(5) For the System it proposes to acquire, it is Limestone's understanding that NRWS has an annual depreciation rate of \$1,420. Based on Limestone's best understanding of the original cost (\$46,925), this yields a composite annual depreciation rate of approximately 3.02%, which Limestone proposes to adopt. Based on Limestone's review of historical Annual Reports, it appears that no specific depreciation rates are utilized for individual accounts, thus Limestone intends to attempt to recreate the 3.02% composite rate.

(6) Not applicable.

(7) If the Commission approves the Joint Application, and the transaction closes, Limestone will be the owner of all System assets acquired from the Newport Estate.

(8) If the Commission approves the Joint Application, Limestone proposes to adopt the approved base rates currently in effect and on file with the Commission for NRWS. Limestone's Proposed Tariff is attached as **Exhibit 17**.

(9) Limestone is currently projecting no customer growth during the first five years of operations for the NRWS system.

(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 and its First Amendment, plans to make the acquisitions proposed in the Joint Application through an infusion of equity capital from CSWR, LLC.

(13) A bond demonstrating compliance with the financial security requirement of Rule 1220-04-13-.07 is attached as **Exhibit 18**.

(f) The sworn Pre-filed Direct Testimony of Limestone Witness Josiah Cox is attached to the Joint Application as **Exhibit 9**. Further, and to the extent applicable, the public need for water service was established in TPUC Docket No. U-88-7581, in which NRWS was granted a CCN by the Commission.

### **III. TPUC Rule 1220-04-14-.08 Application for Acquisition and Filing Requirements.**

(2)

(a) A fully executed acquisition agreement, including all attachments, reflecting the terms and provisions of the acquisition transaction is attached as **Exhibits 10 and 10A**.

(b) NSW's Annual Reports from 2019, 2020, 2021 are attached as **Exhibit 19**. Please note that, while these records are the most recent that Limestone has received from the Newport Estate, these reports are not officially signed or stamped as received by the Commission.

(c) The base rates and charges currently assessed by NSWRC are the same base rates proposed by Limestone in its proposed tariff, attached as **Exhibit 17**. See also Limestone's Pre- & Post-Acquisition Rates & Charges Table, attached as **Exhibit 27**.

(d) A schedule detailing the number of customers by customer class served by NRWS is attached **UNDER SEAL** as **CONFIDENTIAL Exhibit 20**.

(e) A description and map that describes the service area of NRWS is attached **UNDER SEAL** as **CONFIDENTIAL Exhibit 1**.

(f) A forecasted income statement detailing the projected operating revenues, expenses, taxes and net income attributable to NRWS's operations for the twelve-month period following the estimated closing date of the acquisition transaction is attached as **Exhibit 21**.

(g) 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 NRWS System or service area for the three-year period following the estimated closing date of the acquisition transaction is attached as **Exhibit 22**.

(h) 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 is attached as **Exhibit 23**.

(i) 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 is attached as **Exhibit 24**.

(j) A schedule detailing the computation of the value of the acquired assets requested for inclusion in the acquired rate base under Rule 1220-04-14-.03 is attached as **Exhibit 23**.

(k) A schedule detailing the computation of any proposed acquisition adjustment requested for inclusion in the acquired rate base under Rule 1220-04-14-.04 is attached as **Exhibit 23**.

(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, 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) A schedule identifying any assets that were contributed or donated to the Newport Estate that are included in the acquisition transaction is attached as **Exhibit 25**.

(n) As mentioned above, Limestone is not seeking an acquisition adjustment from the Commission in this Joint Application. A schedule identifying anticipated capital budgets is attached as **Exhibit 22**. The regulatory, transaction and closing costs are attached as **Exhibit 23**.

(o) A schedule detailing the pro forma accounting entries for recording the proposed acquisition transaction in accordance with the Uniform System of Accounts is attached as **Exhibit 23**.

(p) The base rates and charges included in Limestone's proposed tariff, attached as **Exhibit 17**, are the same base rates and charges currently assessed by NRWS. A schedule detailing the computation of post-acquisition rates and charges proposed for acquired customers by customer class can be found in Limestone's Pre- & Post-Acquisition Rates & Charges Table, attached as **Exhibit 27**.

(q) See Limestone's response to subsection (p) above and **Exhibit 27**.

(r) See Limestone's response to subsection (p) above and **Exhibit 27**.

(s) See Limestone's response to subsection (p) above and **Exhibit 27**.

(t) In addition to the Joint Application, the attached Pre-filed Direct Testimony of Josiah Cox, attached as **Exhibit 9**, addresses how the proposed acquisition serves the public interest.

(u) See the Pre-filed Direct Testimony of Josiah Cox attached as **Exhibit 9**.

(3) In this Joint Application, Limestone requests a CCN and demonstrated herein its eligibility for a CCN to operate the NRWS system in accordance with applicable statutory law and Commission rules and regulations.

(4) Limestone's proposed tariff incorporating the NRWS customers into Limestone's rates, charges and terms of provisioning public utilities services is attached as **Exhibit 17**.

(5) A copy of the draft Customer Notice Letter of the proposed acquisition provided by Limestone is attached as **Exhibit 26**. After the Commission notices a hearing date, NRWS'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.

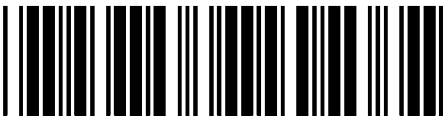
# **PUBLIC VERSION**

## **EXHIBIT 1**

### **Description and Area Map of the System**

## **EXHIBIT 2**





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**

## **OPERATING AGREEMENT OF LIMESTONE WATER UTILITY OPERATING COMPANY, LLC**

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 1<sup>st</sup> 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;

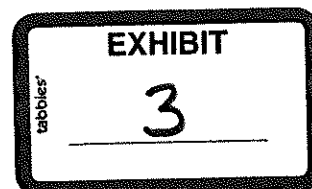
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

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.

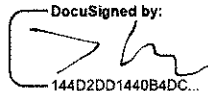
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of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

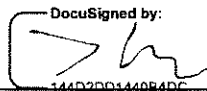
11.7. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

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**





**Tre Hargett**  
Secretary of State

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

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

May 3, 2021

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

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

Document Receipt

Receipt #: 006338914

Filing Fee: \$20.00

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

\$20.00

Regarding: Limestone Water Utility Operating Company, LLC

Filing Type: Limited Liability Company - Domestic

Control #: 997814

Formation/Qualification Date: 12/04/2018

Date Formed: 12/04/2018

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: KNOX COUNTY

**CERTIFICATE OF EXISTENCE**

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

Limestone Water Utility Operating Company, LLC

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

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

\* has filed the most recent annual report required with this office;

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

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

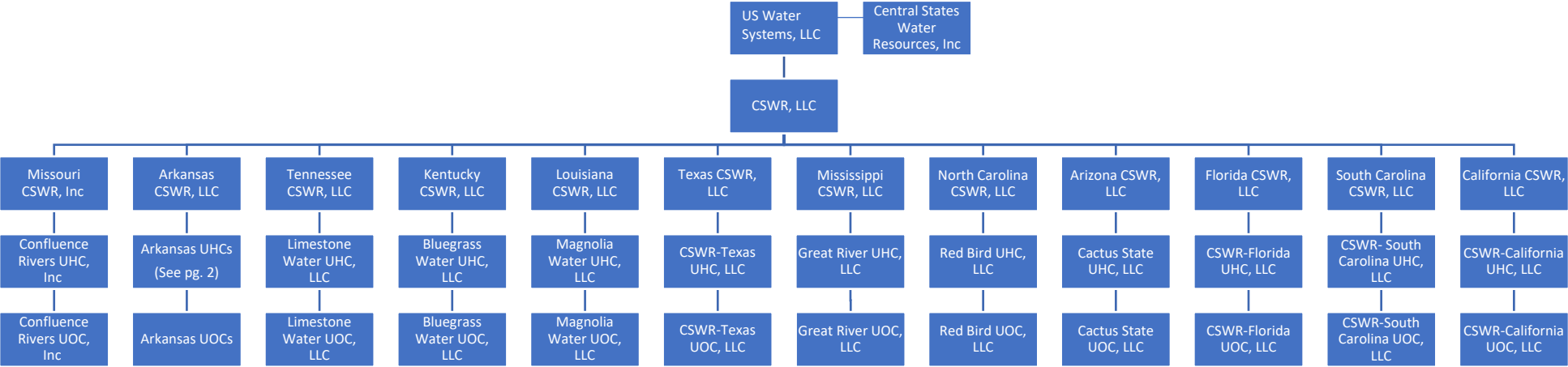
Tre Hargett  
Secretary of State

Processed By: Cert Web User

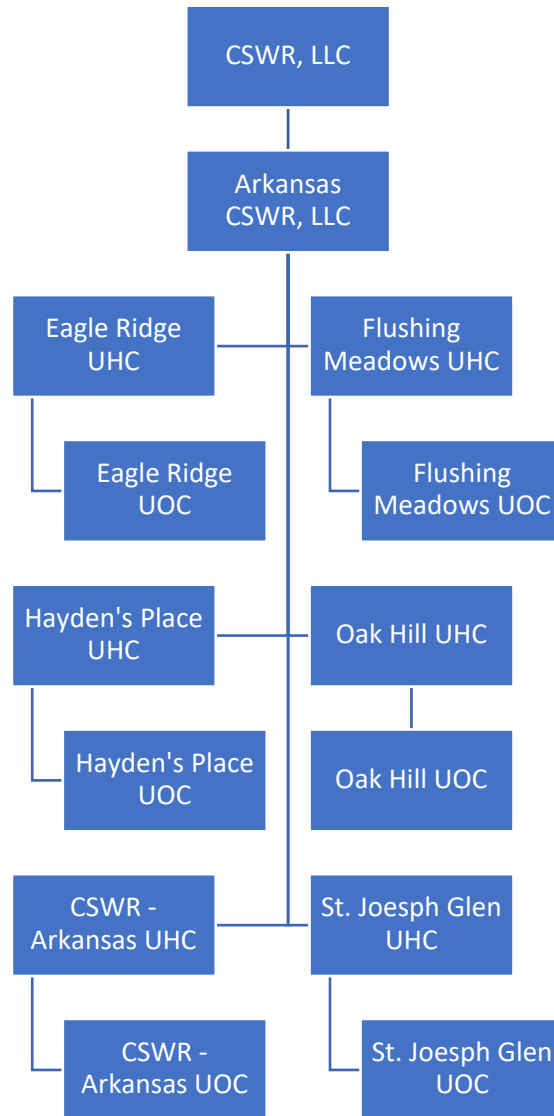
Verification #: 046029631

## **EXHIBIT 5**

**Central States Water Resources Corporate Entity Organizational Chart**



## Arkansas CSWR Organizational Chart Detail



## **EXHIBIT 6**

CSWR provides water and wastewater services to 16 utility operating companies in Missouri, Kentucky, Louisiana, Texas, Tennessee, Mississippi, North Carolina, South Carolina, Florida, Arizona, and Arkansas serving approximately 165,000 connections total. Below is a list of utilities served:

#### Missouri

Utility Operating Company	Service Provided	Connections (Total Services)
Confluence Rivers	Water & Wastewater	11,599

#### 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	3,587

#### Louisiana

Utility Operating Company	Service Provided	Connections (Total Services)
Magnolia Water	Wastewater & Wastewater	71,047

#### Texas

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Texas	Wastewater & Wastewater	15,826

#### Tennessee

Utility Operating Company	Service Provided	Connections (Total Services)
Limestone Water	Wastewater & Wastewater	2,595

#### Arizona

Utility Operating Company	Service Provided	Connections (Total Services)
Cactus State	Wastewater & Wastewater	4,904

#### North Carolina

Utility Operating Company	Service Provided	Connections (Total Services)
Red Bird	Wastewater & Wastewater	2,771

**Florida**

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Florida	Wastewater & Wastewater	19,829

**Mississippi**

Utility Operating Company	Service Provided	Connections (Total Services)
Great River	Wastewater & Wastewater	29,454

**South Carolina**

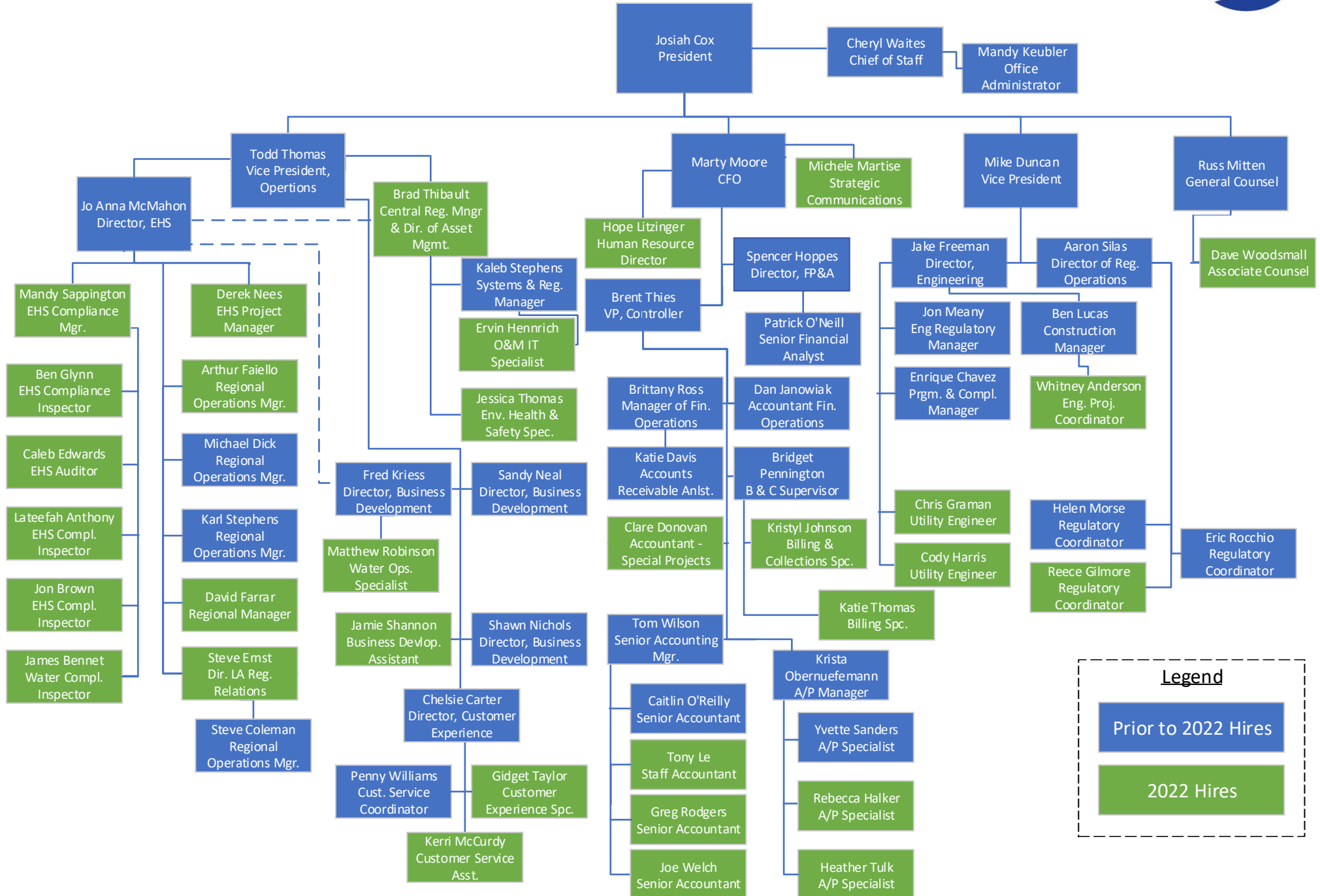
Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-SC	Wastewater & Wastewater	2,432

## **EXHIBIT 7**



# ORGANIZATION CHART 11/30/2022

67 Full Time Employees



## **EXHIBIT 8**

### **Josiah Cox – President**

Mr. Cox is President of CSWR, LLC (“CSWR”), which is part of an affiliated group that provides water and/or wastewater utility services to more than 200,000 customers in 11 states.

Mr. Cox received a Bachelor of Science degree with a major in Environmental Science from the University of Kansas. 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 graduated in 2007.

In addition, starting 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, failing 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 currently is operating more than 481 water and/or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Missouri, Mississippi, North 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 management to the finance and accounting teams, manages 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 that can be done by 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, customer service and billing 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 sewer utilities including those in Arizona, Arkansas, Florida, Kentucky, Louisiana, Missouri, Mississippi, North 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 designing, estimating, and managing 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 - Director, Environmental Health and Safety**

Jo Anna McMahon holds the office of Environmental Health and Safety Director of 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 is currently pursuing an Executive Master of Business Administration at Washington University in St. Louis, Missouri.

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

Ms. McMahon's 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.

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.

In her position as Environmental Health and Safety Director at CSWR, Ms. McMahon's main responsibilities include overseeing the development of safety and regulatory compliance programs, budgeting/financial accountability, planning and executing capital improvement projects, and database management for operations and regulatory activity for all 300+ CSWR-affiliated facilities, as well as managing third party Operations and Maintenance contractors of CSWR facilities.

### **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 and 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.

## **EXHIBIT 9**



**DIRECT TESTIMONY**

**OF JOSIAH COX**

**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC**

**WITNESS INTRODUCTION**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Josiah Cox. My business address is 1630 Des Peres Road, Suite 140, St. Louis Missouri, 63131.

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

A. I am President of Limestone. I also am President of CSWR, LLC (“CSWR”), a Limestone affiliate. Later in my testimony I will describe CSWR's relationship to Limestone and discuss the role CSWR would play in Limestone's future operations if the Tennessee Public Utility Commission (the “Commission” or “TPUC”) approves the application at issue in this case.

**Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE.**

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

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

6 Beginning in 2005, I raised money from a group of investors and formed a full-  
7 service civil engineering, environmental consulting, general contracting, and construction  
8 management firm. I served as the Chief Operating Officer, and finally Chief Executive  
9 Officer. I obtained extensive experience with rural communities in every facet of the water  
10 and wastewater compliance process, including environmental assessment, permitting,  
11 design, construction, operation, and community administration of the actual water and  
12 wastewater (sewerage) systems. The firm performed stream sampling and built waste-load  
13 allocation models to determine receiving water-body protective permit-able effluent  
14 pollutant loads. We have done full engineering design 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 800 water or  
16 wastewater systems in Missouri, Kentucky, Louisiana, Texas, Tennessee, Mississippi,  
17 North Carolina, South Carolina, Florida, Arizona, and Arkansas. In Missouri, those  
18 systems are regulated by the Missouri Public Service Commission; in Kentucky they are  
19 regulated by the Kentucky Public Service Commission; in Louisiana they are regulated by  
20 the Louisiana Public Service Commission; in Texas they are regulated by the Public Utility  
21 Commission of Texas; in Tennessee they are regulated by the Tennessee Public Utility  
22 Commission; in Mississippi they are regulated by the Mississippi Public Service  
23 Commission; in North Carolina they are regulated by the North Carolina Utilities

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

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

A. The purpose of my testimony is to support the application ("Joint Application") submitted in this matter by both Limestone and Bridget J. Willhite, as Administrator CTA of the Estate of Glenna Newport ("Newport Estate") (collectively, "Joint Applicants"), which seeks Commission authority for Limestone to acquire all assets currently used by Newport Resort Water System ("NRWS") to provide water utility service to customers in Rhea County, Tennessee. My testimony describes the proposed transaction and explains why Limestone, the Newport Estate and NRWS believe authorizing consummation of the transaction is in the public interest. I also describe Limestone's relationship to CSWR, the role CSWR would play in Limestone's operation of the water system at issue in this case, and the benefits Limestone's relationship with CSWR would bring to customers served by NRWS. Finally, I provide the Commission information required by Commission rules applicable to the Joint Application. In this testimony, I also verify that all information included in the Joint Application is true and correct to the best of my information and belief.

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

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

A. Limestone is a Tennessee limited liability company formed to acquire water and wastewater assets in Tennessee and to operate those assets as a regulated public utility. In its Docket No. 19-00062, the Commission authorized Limestone to acquire and operate water and wastewater systems previously owned by Aqua Utilities Company, Inc.<sup>1</sup> Likewise, the Commission granted Limestone the authority to acquire and operate other systems, as well, including those of Cartwright Creek, LLC, Shiloh Falls Utilities, Inc., Candlewood Lakes, and Chapel Woods Home Owners Association.<sup>2</sup> Currently, Limestone serves approximately 580 water connections and 2,013 wastewater connections in Tennessee. If the Commission grants the requests the Joint Applicants have made in this case, Limestone would acquire, own, and operate the water system currently operating

---

<sup>1</sup> 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).

<sup>2</sup> 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); *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 (May 1, 2023) (acquisition of system previously owned by Candlewood Lakes POA); *Order Approving Petition to Amend Certificate of Convenience and Necessity and Waive Commission Rule*, TPUC Docket No. 22-00059 (Dec. 19, 2023) (expansion of CCN to serve the Laurel Creek subdivision); *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 23-00016 (Dec. 26, 2023) (acquisition of wastewater system previously owned by DSH & Associates, LLC); and *Order Amending Certificate of Public Convenience and Necessity*, TPUC Docket No. 23-00036 (Jan. 26, 2024) (expansion of CCN to serve the Nash Ridge subdivision).

1 under the CCN issued to NRWS (the “System”) and under court authorization to sell by  
2 the Newport Estate.<sup>3</sup>

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

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

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

15 A. CSWR's business plan is to pursue the purchase and recapitalization of small water and  
16 wastewater systems and to operate those systems as investor-owned regulated utilities.  
17 Many of those systems are not currently regulated. Of those that are regulated, many, if not  
18 most, are out of compliance with utility commission rules and with federal or state pollution  
19 and safety laws and regulations. Indeed, many systems we acquire do not even have federal  
20 or state permits required to lawfully operate those systems. We also have found that many  
21 regulated systems we acquire have not increased their rates for a decade or more and, as a

---

<sup>3</sup> See *Agreed Order as to Division and Sale of Certain Estate Assets*, No. 19-PR-2725, Chancery Court for Rhea County, Tennessee, Probate Division (Aug. 16, 2022) (attached as **Exhibit 28** to the Joint Application).

1 result, lack the financial resources necessary to build, maintain, and replace assets used to  
2 provide safe and reliable service or bring their operations into compliance with rapidly  
3 changing environmental and water quality regulations. Some systems we acquire are in  
4 receivership and, therefore, lack the ability to raise capital necessary to improve their  
5 systems. However, because it has found investors willing to make investments and take  
6 risks necessary to bring small water and wastewater systems into compliance with current  
7 statutes, rules, and regulations, CSWR, through its affiliates, has been able to acquire  
8 distressed systems, invest capital necessary to upgrade or repair physical facilities, and  
9 operate those systems in a way that serves the public interest and satisfies customers,  
10 regulators, and investors alike.

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

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

1 A. Limestone and its affiliates have the financial, technical, and managerial ability to acquire,  
2 own, and operate the System in a manner that fully complies with applicable health, safety,  
3 and environmental protection laws and regulations and provides reliable, safe, and  
4 adequate service to customers. Limestone demonstrated this to the Commission in TPUC  
5 Docket Nos. 19-00062, 21-00053, 21-00055, 21-00059 and 21-00060. Limestone is part of  
6 an affiliated group that currently owns and operates water and wastewater systems serving  
7 approximately 133,300 customers in Missouri, Arkansas, Kentucky, Louisiana, Texas,  
8 Mississippi, North Carolina, South Carolina, Florida, Arizona, and Tennessee.

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

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

22 On the water side of the business, since March 2015, affiliates have designed,  
23 permitted, and completed construction – with the approval of state regulatory authorities –



1 upgrades and improvements to numerous drinking water systems. Those upgrades and  
2 improvements include constructing ground water storage tanks and drinking water  
3 pressurization pump assemblies, drilling water wells, erecting or rehabilitating well houses,  
4 closing failed wells, blasting/coating water storage tanks, replacing meter pits with new  
5 meters, replacing or repairing numerous water distribution lines, installing numerous  
6 isolation valve systems, installing multiple flush hydrants, repairing hundreds of leaking  
7 lines, and constructing or rehabilitating various other improvements to existing drinking  
8 water systems.

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

11 A. Yes, it does, as evidenced by the fact CSWR already is providing those and other similar  
12 services for water and wastewater systems in Missouri, Arkansas, Kentucky, Louisiana,  
13 Texas, Mississippi, North Carolina, South Carolina, Florida, Arizona, and Tennessee. I  
14 already described my background and experience in the water and wastewater utility  
15 industry. Additionally, as outlined in the Joint Application, the resumes of the other key  
16 members of CSWR's senior team who would be involved in Limestone's operations show  
17 that we are all well-qualified to meet the demands of Limestone and its customers and to  
18 satisfy the rules, regulations, and requirements of this Commission and other regulators  
19 charged with overseeing Limestone's operations. The types and quality of services CSWR  
20 provides Limestone are not usually available to small systems like NRWS. However,  
21 CSWR's business model was developed to provide that expertise and experience to  
22 affiliates and to do so while achieving economies of scale attributable to CSWR's  
23 centralized management structure. Not only would CSWR and Limestone provide current

1 NRWS customers expertise and professional depth not generally available to small water  
2 and wastewater systems, our affiliate group can realize economies of scale that would not  
3 be possible if Limestone had to acquire or provide such expertise and support on a  
4 company- or system-specific basis. The unique availability of these efficiencies and  
5 resources will result in the customers served by the System obtaining the benefit of the  
6 very best in technological advances, national experience and industry exposure.

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

9 A. Yes. In addition to the capital improvements made on systems our affiliate group has  
10 acquired, we have incorporated customer service systems that meet or exceed regulatory  
11 commission rules and provide numerous benefits to the customers.

12 If the Joint Application is approved, Limestone would implement operational  
13 changes to improve and enhance service to NRWS's current customers. For example, those  
14 customers would have access to a 24-hour phone line to report any utility service issues.  
15 Those service-related calls would then be transferred into the computerized maintenance  
16 management system and converted into work orders creating a historical record of all  
17 reported service issues. The work order also will ensure that contracted customer service  
18 personnel can commence work required to deal quickly and efficiently with any customer  
19 service issues. Second, Limestone would ensure NRWS customers have access to customer  
20 service representatives during normal business hours to talk about any customer concerns  
21 as well as a utility-specific webpage and dedicated email address to keep NRWS customers  
22 informed about their utility service. Information available on the website would include  
23 dissemination of state-mandated information, up-to-date website bulletins about service

1 issues, and procedures for service initiation or discontinuance. Mirroring relevant utility  
2 homepage information, Limestone would provide NRWS customers access to a dedicated  
3 social media page to offer another avenue of communication with customers about utility  
4 matters. The social media account is manned by customer service representatives that can  
5 answer customer questions. Finally, Limestone offers online bill paying options to  
6 customers, including e-checks, debit cards, and credit cards.

7 **Q. WHAT EVIDENCE CAN YOU PROVIDE TO SUPPORT YOUR CLAIMS ABOUT**  
8 **THE ABILITY OF LIMESTONE'S AFFILIATES TO PROVIDE THESE**  
9 **SERVICES OUTSIDE TENNESSEE?**

10 A. In each acquisition case filed by one of Limestone's utility operating affiliates the  
11 regulatory commission considering the application expressly found the state affiliate and  
12 the CSWR-affiliated group has the financial, technical, and managerial ability necessary to  
13 provide reasonable service to the public. And in several states where our affiliate group  
14 currently operates, regulatory agencies – both public utility and environmental – have  
15 encouraged us to acquire especially troubled systems, which sometimes includes a request  
16 to serve as the temporary operator while acquisition applications were pending.

17 **Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO**  
18 **ACQUIRE, OWN, AND OPERATE THE SYSTEM YOU PROPOSE TO**  
19 **PURCHASE FROM NRWS?**

20 A. Yes, as was demonstrated to the Commission by Limestone in TPUC Docket Nos. 19-  
21 00062, 21-00053, 21-00055, 21-00059 and 21-00060. Limestone and CSWR have the  
22 financial capacity to finance, own, and operate the System we propose to acquire from the  
23 Newport Estate. The affiliated group of which Limestone is a member has been able to

1 secure an ongoing commitment from a Wall Street private equity firm to provide capital  
2 necessary to purchase small, oftentimes distressed, water and wastewater systems and then  
3 make investments necessary to bring those systems into compliance with applicable health,  
4 safety, and environmental protection laws and regulations. This investment commitment  
5 also includes working capital necessary to operate until an application for compensatory  
6 rates, where and when appropriate, can be formally requested and approved. To date,  
7 CSWR, through its affiliates, has invested almost \$400 million to purchase, upgrade, and  
8 operate water and wastewater systems. Although those investments have been almost  
9 exclusively in the form of equity, Limestone ultimately plans to pursue debt financing, as  
10 cash flows allow, from non-affiliated commercial sources that would allow the company  
11 to balance its capital structure.

12 **Q. IF THE AUTHORIZATIONS REQUESTED IN THE JOINT APPLICATION ARE**  
13 **GRANTED, WOULD LIMESTONE HIRE CURRENT EMPLOYEES TO**  
14 **PROVIDE SERVICE IN THE AREAS SERVED BY NRWS?**

15 A. No, Limestone does not plan to hire NRWS's current employees to perform any services  
16 after closing.

17 **Q. AFTER CLOSING THE PENDING ACQUISITION TRANSISTION, HOW DOES**  
18 **LIMESTONE PROPOSE TO PROVIDE SERVICE TO CUSTOMERS OF THE**  
19 **SYSTEM?**

20 A. If the Joint Application is approved, Limestone intends to hire a local, non-affiliated third-  
21 party Operations and Maintenance ("O&M") firm that has knowledgeable and experienced  
22 personnel, carries required state licenses, and has insurance coverage necessary to manage  
23 daily water operations at the System at issue in this case. This is what Limestone has

1 efficiently and successfully done at the former Aqua Utilities, Cartwright Creek, Chapel  
2 Woods, Shiloh Falls and Candlewood systems. It also is the approach that Limestone's  
3 affiliated utility operating companies have successfully employed at the water and  
4 wastewater systems they operate outside Tennessee.

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

15 While day-to-day operational and customer service functions would be provided by  
16 non-employee contractors, all management, legal, capital acquisition, financial reporting,  
17 billing, Commission regulatory reporting, environmental regulatory reporting and  
18 management, operations oversight, utility asset planning, engineering planning, utility  
19 record keeping, and final customer dispute management would be performed by personnel  
20 at CSWR's corporate office, with a proportional share of costs for those services passed  
21 down to Limestone. CSWR personnel also would monitor the activities of the non-  
22 employee contractors to make sure the system is being operated and maintained properly  
23 and customers' needs are being met. The resumes of CSWR personnel who, in addition to

me, would be responsible for providing services or oversight to Limestone’s operation, are attached to the Joint Application as **Exhibit 8**.

**DESCRIPTION OF THE PROPOSED TRANSACTION**

**Q. PLEASE DESCRIBE THE WATER SYSTEM LIMESTONE PROPOSES TO ACQUIRE FROM THE NEWPORT ESTATE.**

A. NRWS is a small water utility that provides water service in Rhea County, Tennessee. The System is regulated as public water system TN0000657 and consists of a single well situated in a subsurface vault with chlorine disinfection, and an improvised elevated polymer storage tank (10,000-gallon) that flows to a jet pump which is connected to a pressure bladder tank (119-gallon) and the distribution system. It serves fifty-five (55) residential connections serving an estimated population of 130. The well was drilled in approximately 1972 and the capacity of the well is unknown. It is estimated that the amount of water used each day for the operation of the System is 21,800 gallons.

A July 18, 2022, Sanitary Survey revealed that the System earned 574 out of a possible 599 points for a numerical score of ninety-five percent (95%). As shown by **Exhibit 29** to the Joint Application, this rating retained NRWS in the state’s “Approved” category.

In addition, CSWR’s third party review of the System highlighted several areas that must be addressed to ensure the System can provide safe, reliable, and environmentally compliant service. Some improvements will be basic site and equipment repairs/improvements, including installation of fencing and site security, replacement of poor condition electrical and control panels and wiring, installation of an overflow on the ground storage tank, repair of leaks in the pump house structure, modification of the storage tank piping, and addition of isolation valves in the distribution system to improve system

1 function and maintenance. More significantly, the third-party engineering partner has  
2 recommended installing a filtration system due to likely surface water contamination in the  
3 well.

4 The deficiencies highlighted in the Sanitary Survey and Notice of Violation  
5 (**Exhibit 29**) must also be addressed. These include completing missing testing and  
6 monitoring reports from previous ownership, ensuring the system has a certified operator,  
7 ensuring the well head is accessible for inspection, securing the pump house, ensuring  
8 required bacteriological sampling is completed, bringing storage tank into compliance with  
9 regulatory requirements, providing a distribution system map, and eliminating significant  
10 electrical hazards in the pump house.

11 Limestone proposes to acquire from the Newport Estate all of the assets of the  
12 System currently operating under the CCN issued to NRWS and that the System uses to  
13 provide service to customers located in Rhea County. Maps and aerial photographs  
14 showing the location of the System are attached **UNDER SEAL** as **CONFIDENTIAL**  
15 **Exhibit 1** to the Joint Application. The System currently serves approximately 55  
16 customers.

17 Terms of the proposed asset sale are governed by the October 25, 2022 Agreement  
18 for the Sale of Utility System ("Agreement") between the Newport Estate and Central  
19 States Water Resources, Inc. ("Central States"). A copy of the Agreement and its First  
20 Amendment are attached as **Exhibits 10** and **10A** to the Joint Application.

21 No closing date for the transaction has been set, but the Agreement identifies  
22 various conditions precedent, including obtaining all required regulatory approvals, that  
23 must be satisfied before the transaction can close. Section 18 of the Agreement also

1 authorizes Central States to assign all its rights to the acquired assets to an affiliated entity.  
2 In accordance with that section, at closing Central States will transfer to Limestone all  
3 water system assets acquired from the Newport Estate. A copy of the document assigning  
4 Central States' interests in the Newport Estate assets used to operate the System to  
5 Limestone is attached as **Exhibit 11** to the Joint Application.

6 **Q. IF THE COMMISSION APPROVES THE JOINT APPLICATION, IS**  
7 **LIMESTONE WILLING AND ABLE TO MAKE ANY IMPROVEMENTS**  
8 **NECESSARY TO BRING NRWS'S WATER SYSTEM UP TO STANDARD AND**  
9 **INTO COMPLIANCE WITH APPLICABLE REGULATIONS?**

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

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

19 A. Initially, Limestone proposes to adopt the base rates currently in effect for the System.  
20 However, if the revenue requirement for the System increases in the future Limestone may  
21 petition the Commission to increase rates or change certain operating regulations.  
22 Limestone may also seek authority to consolidate rates of the System it proposes to acquire



1 in this case with those of other water systems it operates in Tennessee. Limestone's  
2 proposed tariff is **Exhibit 17** to the Joint Application.

3 **Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES**  
4 **AND REGULATIONS GOVERNING WATER UTILITIES AND DO THOSE**  
5 **COMPANIES PLEDGE TO OPERATE THE SYSTEM AT ISSUE IN THIS CASE**  
6 **IN A MANNER THAT COMPLIES WITH THOSE RULES AND REGULATIONS?**

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

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

12 A Yes. While that support need not be repeated here, I have outlined above the many reasons  
13 that this acquisition will best serve the Newport Estate, NRWS and NRWS's current  
14 customers and the public interest. Consistent with my testimony and the Joint Application,  
15 I believe Limestone's proposed acquisition of the water system currently operated under  
16 the CCN issued to NRWS and under court authorization to sell by the Newport Estate  
17 would be consistent with and would promote the public interest. Limestone and CSWR are  
18 fully qualified, in all respects, to own and operate the System and to otherwise provide  
19 safe, reliable, and adequate service. Our industry experience, professionalism and  
20 successful track record across the country evidence our unique capability to ensure that  
21 efficiencies benefiting the customers are captured and that the resources required to  
22 upgrade infrastructure and satisfy regulatory and environmental requirements are available  
23 and invested.

1   **Q.   DO YOU HAVE ANYTHING TO ADD WITH RESPECT TO THE JOINT**  
2       **APPLICATION?**

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

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

8   A.   Yes, it does.

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

IN RE: )  
)  
JOINT APPLICATION OF )  
LIMESTONE WATER UTILITY )  
OPERATING COMPANY, LLC, AND )  
BRIDGET J. WILLHITE, AS )  
ADMINISTRATOR CTA OF THE )  
ESTATE OF GLENNA NEWPORT, )  
FOR APPROVAL OF THE )  
ACQUISITION OF AND TO OPERATE )  
THE NEWPORT RESORT WATER )  
SYSTEM, AND TO TRANSFER OR )  
ISSUE A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY )

DOCKET NO. 24-\_\_\_\_\_

---

**VERIFICATION**

---

STATE OF MISSOURI       )  
                                      )  
COUNTY OF ST. LOUIS    )

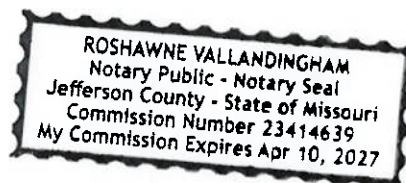
I, Josiah Cox, being duly sworn, state that I am authorized to testify on behalf of Limestone Water Utility Operating Company, LLC in the above-referenced docket, that if present before the Commission and duly sworn, my testimony would be as set forth in my pre-filed testimony in this matter, and that my testimony herein is true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
JOSIAH COX

Sworn to and subscribed before me  
this 8 day of May, 2024.

Roshawne Vallandingham  
Notary Public

My Commission Expires: 04-10-2027



## **EXHIBIT 10**

## **AGREEMENT FOR SALE OF UTILITY SYSTEM**

**THIS AGREEMENT** ("*Agreement*"), is made and entered into this 25th day of October, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and BRIDGET J. WILLHITE, AS ADMINISTRATOR, CTA OF THE ESTATE OF GLENNA NEWPORT pursuant to the order of the Chancery Court for Rhea County, Tennessee, Probate Division, Docket Number I 9-PR-2725 dated May 12, 2022 ("*Seller*"), collectively ("*Parties*").

**WHEREAS**, Seller has developed and operates, as a regulated water corporation, water facilities in the area more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Rhea County, Tennessee commonly known as Newport Resort Water System (hereinafter the "*System*"); 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 an estate existing and acting 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 connected with the System including, but not limited to, all associated improvements for the conveyance of water to each of the customers connected to the service area; and

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

**NOW, THEREFORE**, it is mutually agreed that:

1. **SALE OF PROPERTY**. For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, 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 is owned by N & N Holdings, Inc. Buyer will work with N & N Holdings, Inc. to determine the land necessary to acquire the water system infrastructure along with only the land and curtilage necessary to be able to effectively operate the water system and to obtain necessary ingress/egress easements over and across the remaining lands of the Seller, and any other rights of way, permits, and leases, or other real property interests used or useful for operation of a water system in the System area depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Rhea County, Tennessee; and

B. All of Seller's water service facilities, including but not limited to: All water lines, pipes, wells, well houses, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system; and

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

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

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 water service and/or the System; and

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

G. All assets not described which are located in Rhea County, Tennessee, and used or useful to operate the System, expressly excepting therefrom, and from any other assets described in the paragraphs above of this Section, any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller.

2. **CONVEYANCES OF REAL ESTATE.** Seller represents and warrants that Seller holds fee simple title to the real estate necessary for the operation of the System. This agreement is contingent on Buyer being able to obtain the land necessary to acquire the water system infrastructure along with only the land and curtilage necessary to be able to effectively operate the water system and to obtain necessary ingress/egress easements over and across the remaining lands of the Seller. Seller will convey all necessary easements and other similar real property rights to said real estate held by Seller and utilized in the operation of the System. Buyer shall be responsible for the cost of any survey necessary to subdivide the real property where the System is located along with the necessary curtilage away from the N & N Holdings, Inc.'s remaining real property. Seller will convey all interest of Seller in any water and other utility easements. As applicable, 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 **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)** 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 an estate existing and acting under the constitution and the laws of the State of Tennessee 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 System 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 Rhea

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

E. **Authority to Operate.** The Property, as described at Section 1 of this Agreement, constitutes all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is 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 System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

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

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

## **7. BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

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

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

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.

G. **Buyer's Negotiation of Real Property.** Buyer's obligation to close is subject to obtaining the necessary easement or ownership of the real property owned by N & N Holdings, Inc. as referenced in Paragraph No. 2 above.

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:

Bridget J. Willhite  
Attorney at Law  
1 East Madison Ave.  
P.O. Box 885  
Athens, TN 37371  
Phone: (423) 745-7447  
Facsimile: (423) 745-6114  
Email: bridget@wmlawfirm.net

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:**

THE ESTATE OF GLENNA NEWPORT

By:   
Bridget J. Willhite  
Administrator, CTA

**BUYER:**

CENTRAL STATES WATER RESOURCES,  
INC.

By:   
Josiah Cox (Oct 26, 2022 09:52 CDT)  
\_\_\_\_\_  
Josiah Cox, President

**EXHIBIT A**

**Service Area Description**

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

**EXHIBIT B**

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

**[TO BE FINALIZED PRIOR TO CLOSING]**

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

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



**EXHIBIT C**

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

**[TO BE FINALIZED PRIOR TO CLOSING]**

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

All personal property comprising the Water System that services the area set forth on **EXHIBIT A**, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the Water System, and all machinery, equipment, supplies and other tangible items used in connection with the Water System.

Additional Personal Property



**EXHIBIT D**

Rights Via Agreements, Contracts, Misc.

**[TO BE FINALIZED PRIOR TO CLOSING]**








# Agreement for sale of Utility System 10-19-2022 signed by BJW

Final Audit Report

2022-10-26

Created:	2022-10-25
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Yuopz0UL9vaRfhyYvLmLm5-bKhtb6w2

## "Agreement for sale of Utility System 10-19-2022 signed by BJW" History

-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)  
2022-10-25 - 3:08:33 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature  
2022-10-25 - 3:09:24 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)  
2022-10-26 - 2:52:18 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)  
Signature Date: 2022-10-26 - 2:52:31 PM GMT - Time Source: server- IP address: 35.134.151.130
-  Agreement completed.  
2022-10-26 - 2:52:31 PM GMT

## **EXHIBIT 10A**

**FIRST AMENDMENT TO  
AGREEMENT FOR SALE OF UTILITY SYSTEM**

This First Amendment to the Agreement for Sale of Utility System (“**Amendment**”) is made and entered into this 14<sup>th</sup> day of September, 2023, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation (“**Buyer**”), and BRIDGET J. WILLHITE, AS ADMINISTRATOR, CTA OF THE ESTATE OF GLENNA NEWPORT, pursuant to the Chancery Court for Rhea County, Tennessee, Probate Division, Docket Number I 9-PR-2725 dated May 12, 2022 (“**Seller**”), collectively (the “**Parties**”).

**RECITALS**

**WHEREAS**, the Parties entered into that certain Agreement for Sale of Utility System dated October 25, 2022 with respect to the sale and purchase of a certain water system in Rhea County, Tennessee (hereinafter the “**Agreement**”); and

**WHEREAS**, by entering into this First Amendment, the Parties desire to amend and modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. The First Paragraph of Section 2 shall be revised and replaced with the following:
- 2. Conveyances of Real Estate.** Seller represents and warrants that Seller holds fee simple title to no real estate necessary to the operation of the System, however Seller shall acquire certain easement interests from N & N Holdings, Inc. for operation of the System, and shall transfer and assign such easements to Buyer at Closing. Further, Seller will convey all easement, lease, and other real property rights to real estate utilized in the operation of the System, to the extent Seller holds any such real property rights. The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any water and other utility easements. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.
2. The Parties confirm and agree that Buyer has acted diligently pursuant to the terms of the Agreement and there has been no delay or action that would give rise to a right of termination of the Agreement by Seller.
3. The remaining terms of the Agreement shall remain unchanged and shall remain in full force and effect except as provided herein. If any provision of this First Amendment conflicts with the Agreement, the provisions of this First Amendment shall control. Further, it is agreed that Buyer has acted diligently in its efforts to
4. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this First Amendment are fully authorized by the respective parties and that the officer or agent executing this document is authorized to do so.

**IN WITNESS WHEREOF**, the Parties have duly executed this First Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SELLER:**

THE ESTATE OF GLENNA NEWPORT

By: Bridget J. Willhite  
Bridget J. Willhite  
Administrator, CTA

Date: 9/14/23

**BUYER:**

CENTRAL STATES WATER RESOURCES,  
INC.

By: Josiah M. Cox  
Josiah M. Cox, President

Date: Sep 15, 2023

# First Amendment to Sale of Utility System






## 9-14-2023

Final Audit Report

2023-09-15

Created:	2023-09-15
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuTMU5cHN42i-nQUE8hmLufq-eiJmXJ-s

### "First Amendment to Sale of Utility System 9-14-2023" History

-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)  
2023-09-15 - 1:31:51 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature  
2023-09-15 - 1:32:28 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)  
2023-09-15 - 1:33:20 PM GMT- IP address: 104.47.55.254
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)  
Signature Date: 2023-09-15 - 1:34:53 PM GMT - Time Source: server- IP address: 35.134.151.130
-  Agreement completed.  
2023-09-15 - 1:34:53 PM GMT

## **EXHIBIT 11**



## **ASSIGNMENT OF CONTRACT RIGHTS**

This Assignment of Contract Rights ("Assignment") is executed as of the 28<sup>th</sup> day of September, 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 October 25, 2022, Assignor entered into that certain Agreement for Sale of Utility System ("Purchase Agreement"), with Bridget J. Willhite, as administrator, CTA of the Estate of Glenna Newport, pursuant to the order of the Chancery Court for Rhea County, Tennessee, Probate Division, Docket No. I 9-PR-2725 dated May 12, 2022 ("Seller"), as amended by First Amendment to Purchase Agreement dated September 14, 2023;

**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

# **PUBLIC VERSION**

## **EXHIBIT 12**

### **CSWR Consolidated Financial Statements**

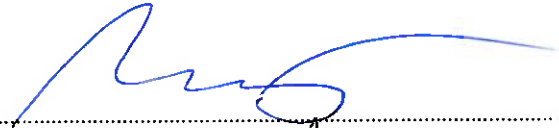
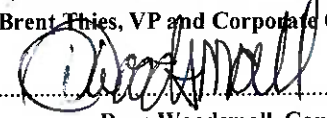
## **EXHIBIT 13**

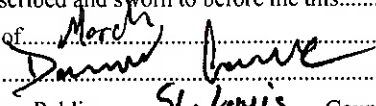
# STATE OF MISSOURI

COUNTY OF **St. Louis**

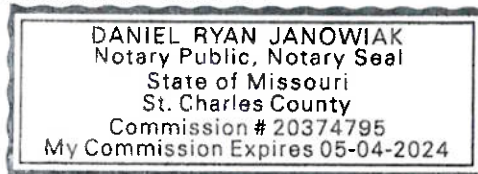
We the undersigned Brent Thies, VP and Corporate Controller  
and Dave Woodsmall, Counsel  
of Limestone Water Utility Operating Company

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.

  
.....  
Brent Thies, VP and Corporate Controller  
  
.....  
Dave Woodsmall, Counsel

Subscribed and sworn to before me this 24<sup>th</sup>  
day of March, 2024  
  
Notary Public, St. Louis County, .....  
My commission will expire 5/4/24

(Seal)



**TABLE OF CONTENTS**

**AFFIDAVIT - First page of this Report**

**FINANCIAL SECTION**

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

**WATER SECTION**

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

**SEWER SECTION**

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

**SUPPLEMENTAL FINANCIAL DATA**

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

IDENTIFICATION & OWNERSHIP	
----------------------------	--

Report of: Limestone Water Utility Operating Company  
(REPORT THE EXACT NAME OF UTILITY)

Located at: 1630 Des Peres Road, Suite 140 Year Ended: 2023  
Des Peres, MO 63131

Date Utility was Originally Organized:

---

Location of Office Where Accounts and Records are Kept:  
1630 Des Peres Rd, Ste 140  
Des Peres, MO 63131

Give the Name, Title, & Office Address of the Officer of the Utility to Whom Correspondence Should be Addressed Conc

Brent Thies, Corporate Controller Telephone: (314) 736-4672  
1630 Des Peres Rd, Ste 140 Des Peres, MO 63131

OFFICERS & MANAGERS	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

NAME	TITLE	SALARY
------	-------	--------

Josiah Cox	President	0
------------	-----------	---

Brent Thies	VP and Corporate Controller	0
-------------	-----------------------------	---

Dave Woodsmall	Counsel	0
----------------	---------	---

[illegible]

--	--	--

OWNERSHIP	
1. Name of owner	
2. Address of owner	
3. City	
4. State	
5. Zip	
6. Date of acquisition	
7. Date of disposal	
8. Date of valuation	
9. Date of completion	
10. Date of filing	
11. Date of payment	
12. Date of receipt	
13. Date of transfer	
14. Date of assignment	
15. Date of conveyance	
16. Date of lease	
17. Date of license	
18. Date of franchise	
19. Date of partnership	
20. Date of joint venture	
21. Date of merger	
22. Date of acquisition of control	
23. Date of change of ownership	
24. Date of change of management	
25. Date of change of location	
26. Date of change of name	
27. Date of change of business	
28. Date of change of capital	
29. Date of change of assets	
30. Date of change of liabilities	
31. Date of change of net worth	
32. Date of change of income	
33. Date of change of expenses	
34. Date of change of profit	
35. Date of change of loss	
36. Date of change of equity	
37. Date of change of debt	
38. Date of change of interest	
39. Date of change of ownership interest	
40. Date of change of management interest	
41. Date of change of location interest	
42. Date of change of name interest	
43. Date of change of business interest	
44. Date of change of capital interest	
45. Date of change of assets interest	
46. Date of change of liabilities interest	
47. Date of change of net worth interest	
48. Date of change of income interest	
49. Date of change of expenses interest	
50. Date of change of profit interest	
51. Date of change of loss interest	
52. Date of change of equity interest	
53. Date of change of debt interest	
54. Date of change of interest interest	
55. Date of change of ownership interest interest	
56. Date of change of management interest interest	
57. Date of change of location interest interest	
58. Date of change of name interest interest	
59. Date of change of business interest interest	
60. Date of change of capital interest interest	
61. Date of change of assets interest interest	
62. Date of change of liabilities interest interest	
63. Date of change of net worth interest interest	
64. Date of change of income interest interest	
65. Date of change of expenses interest interest	
66. Date of change of profit interest interest	
67. Date of change of loss interest interest	
68. Date of change of equity interest interest	
69. Date of change of debt interest interest	
70. Date of change of interest interest interest	
71. Date of change of ownership interest interest interest	
72. Date of change of management interest interest interest	
73. Date of change of location interest interest interest	
74. Date of change of name interest interest interest	
75. Date of change of business interest interest interest	
76. Date of change of capital interest interest interest	
77. Date of change of assets interest interest interest	
78. Date of change of liabilities interest interest interest	
79. Date of change of net worth interest interest interest	
80. Date of change of income interest interest interest	
81. Date of change of expenses interest interest interest	
82. Date of change of profit interest interest interest	
83. Date of change of loss interest interest interest	
84. Date of change of equity interest interest interest	
85. Date of change of debt interest interest interest	
86. Date of change of interest interest interest interest	
87. Date of change of ownership interest interest interest interest	
88. Date of change of management interest interest interest interest	
89. Date of change of location interest interest interest interest	
90. Date of change of name interest interest interest interest	
91. Date of change of business interest interest interest interest	
92. Date of change of capital interest interest interest interest	
93. Date of change of assets interest interest interest interest	
94. Date of change of liabilities interest interest interest interest	
95. Date of change of net worth interest interest interest interest	
96. Date of change of income interest interest interest interest	
97. Date of change of expenses interest interest interest interest	
98. Date of change of profit interest interest interest interest	
99. Date of change of loss interest interest interest interest	
100. Date of change of equity interest interest interest interest	
101. Date of change of debt interest interest interest interest	
102. Date of change of interest interest interest interest interest	
103. Date of change of ownership interest interest interest interest interest	
104. Date of change of management interest interest interest interest interest	
105. Date of change of location interest interest interest interest interest	
106. Date of change of name interest interest interest interest interest	
107. Date of change of business interest interest interest interest interest	
108. Date of change of capital interest interest interest interest interest	
109. Date of change of assets interest interest interest interest interest	
110. Date of change of liabilities interest interest interest interest interest	
111. Date of change of net worth interest interest interest interest interest	
112. Date of change of income interest interest interest interest interest	
113. Date of change of expenses interest interest interest interest interest	
114. Date of change of profit interest interest interest interest interest	
115. Date of change of loss interest interest interest interest interest	
116. Date of change of equity interest interest interest interest interest	
117. Date of change of debt interest interest interest interest interest	
118. Date of change of interest interest interest interest interest interest	
119. Date of change of ownership interest interest interest interest interest interest	
120. Date of change of management interest interest interest interest interest interest	
121. Date of change of location interest interest interest interest interest interest	
122. Date of change of name interest interest interest interest interest interest	
123. Date of change of business interest interest interest interest interest interest	
124. Date of change of capital interest interest interest interest interest interest	
125. Date of change of assets interest interest interest interest interest interest	
126. Date of change of liabilities interest interest interest interest interest interest	
127. Date of change of net worth interest interest interest interest interest interest	
128. Date of change of income interest interest interest interest interest interest	
129. Date of change of expenses interest interest interest interest interest interest	
130. Date of change of profit interest interest interest interest interest interest	
131. Date of change of loss interest interest interest interest interest interest	
132. Date of change of equity interest interest interest interest interest interest	
133. Date of change of debt interest interest interest interest interest interest	
134. Date of change of interest interest interest interest interest interest interest	
135. Date of change of ownership interest interest interest interest interest interest interest	
136. Date of change of management interest interest interest interest interest interest interest	
137. Date of change of location interest interest interest interest interest interest interest	
138. Date of change of name interest interest interest interest interest interest interest	
139. Date of change of business interest interest interest interest interest interest interest	
140. Date of change of capital interest interest interest interest interest interest interest	
141. Date of change of assets interest interest interest interest interest interest interest	
142. Date of change of liabilities interest interest	

Report every corporation or individual owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility.

		Percent Ownership	Salary Charged	Meetings Attended
--	--	----------------------	-------------------	----------------------

Name	Address	In Utility	Utility	During Year
------	---------	------------	---------	-------------

[illegible]

(a)	(b)	(c)	(d)	(e)
-----	-----	-----	-----	-----

DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK	REMARKS

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

--	--	--	--	--

[illegible][illegible][illegible]

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	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
56	57	58	59	60
61	62	63	64	65
66	67	68	69	70
71	72	73	74	75
76	77	78	79	80
81	82	83	84	85
86	87	88	89	90
91	92	93	94	95
96	97	98	99	100

1	2	3	4	5


[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	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	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	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	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Co		(1) <input checked="" type="checkbox"/> An Original	(2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3/29/2024	2023
<b>INCOME STATEMENT</b>					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
<b>Gross Revenue:</b>					
Residential		162,660	784,708	-	947,368
Commercial		5,980	41,437	-	47,417
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Gross Revenue</b>		<b>168,640</b>	<b>826,145</b>	<b>-</b>	<b>994,785</b>
Operation & Maint. Expense	W3/S3	301,072	949,925	-	1,250,997
Depreciation Expense	F-5	34,046	227,196	-	261,242
Amortization Expense		-	-	-	-
Other Expense (Gen & Admin Exp)		95,765	481,204	-	576,969
Other Expense (Insurance)		9,522	47,727	-	57,249
Taxes Other Than Income	F-7	8,476	19,469	-	27,945
Income Taxes	F-7	-	-	-	-
<b>Total Operating Expenses</b>		<b>448,881</b>	<b>1,725,521</b>	<b>-</b>	<b>2,174,402</b>
<b>Net Operating Income</b>		<b>(280,241)</b>	<b>(899,376)</b>	<b>-</b>	<b>(1,179,617)</b>
<b>Other Income:</b>					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Income</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Deductions:</b>					
Misc. Nonutility Expenses		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Deductions</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Income</b>		<b>(280,241)</b>	<b>(899,376)</b>	<b>-</b>	<b>(1,179,617)</b>

<b>Name of Respondent</b>	<b>This Report is:</b>	<b>Date of Report</b>	<b>Year of Report</b>
Limestone Water Utility Operating Company	(1) <u>X</u> An Original	(Mo, Da, Yr)	
	(2) A Resubmission	3/29/2024	2023

**COMPARATIVE BALANCE SHEET**

<b>Account Name</b> <b>(a)</b>	<b>Ref</b> <b>Page</b> <b>(b)</b>	<b>Current Year</b> <b>(c)</b>	<b>Previous Year</b> <b>(d)</b>
<b>ASSETS</b>			
Utility Plant in Service (101-105)	F5/W1/S1	16,088,520	12,200,201
Accum. Depreciation and Amortization (108)	F5/W2/S2	3,772,936	2,811,282
<b>Net Utility Plant</b>		<b>12,315,584</b>	<b>9,388,919</b>
Cash		843,910	854,232
Customer Accounts Receivable (141)		97,558	60,453
Other Assets (Prepayments)		10,325	24,546
Other Assets (Other Current Assets)		94,975	86,831
Other Assets (Deferred Debits)		26,431	21,228
Other Assets (PSI)		515,662	424,629
<b>Total Assets</b>		<b>13,904,445</b>	<b>10,860,838</b>
<b>LIABILITIES AND CAPITAL</b>			
Common Stock Issued (201)	F-6	4,398,546	3,836,340
Preferred Stock Issued (204)	F-6	0	0
Other Paid-In Capital (211)		0	0
Retained Earnings (215)	F-6	(2,187,433)	(1,007,817)
Capital (Proprietary & Partnership-218)	F-6	0	0
<b>Total Capital</b>		<b>2,211,113</b>	<b>2,828,523</b>
Long-Term Debt (224)	F-6	0	0
Accounts Payable (231)		868,734	278,760
Notes Payable (232)		5,123,052	2,298,565
Customer Deposits (235)		0	0
Accrued Taxes (236)		0	0
Other Liabilities (Misc Liabilities)		275,695	118,457
Other Liabilities (Capital Improvement Reserve)		269,759	182,488
Other Liabilities (Please Specify)		0	0
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	5,188,152	5,154,045
<b>Total Liabilities</b>		<b>11,725,392</b>	<b>8,032,315</b>
<b>Total Liabilities &amp; Capital</b>		<b>13,936,505</b>	<b>10,860,838</b>



<b>Name of Respondent</b> Limestone Water Utility Operating C	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023	
<b>NET UTILITY PLANT</b>				
<b>Plant Accounts (101-107) Inclusive</b> (a)	<b>Water</b> (c)	<b>Sewer</b> (d)	<b>Other</b> (e)	
			<b>Total</b> (f)	
Utility Plant in Service (101)	1,763,158	10,492,661	0	12,255,819
Construction Work in Progress (105)	406,937	2,167,454	0	2,574,391
Other (Utility Plant Acq Adj)	59,322	1,198,988	0	1,258,310
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
<b>Total Utility Plant</b>	<b>2,229,417</b>	<b>13,859,103</b>	<b>0</b>	<b>16,088,520</b>
<b>ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT</b>				
<b>Account 108</b> (a)	<b>Water</b> (c)	<b>Sewer</b> (d)	<b>Other</b> (e)	<b>Total</b> (f)
<b>Balance First of Year</b>	623,487	2,888,207	0	3,511,694
<b>Credits During Year:</b>				
Accruals charged to Depreciation Account	34,046	227,196	0	261,242
Salvage	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
Other Credits (Please Specify):	0	0	0	0
<b>Total Credits</b>	<b>34,046</b>	<b>227,196</b>	<b>0</b>	<b>261,242</b>
<b>Debits During Year:</b>				
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
<b>Total Debits</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Balance End of Year</b>	<b>657,533</b>	<b>3,115,403</b>	<b>0</b>	<b>3,772,936</b>

<b>Name of Respondent</b> Limestone Water Utility Operating Com	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023
<b>CAPITAL STOCK (201 - 204)</b>			
	<b>Common Stock</b>	<b>Preferred Stock</b>	
(a)	(b)	(c)	
Par or stated value per share	4,398,546	-	
Shares Authorized	1	-	
Shares issued and outstanding	1	-	
Total par value of stock issued	4,398,546	-	
Dividends declared per share for year	0	0	
<b>RETAINED EARNINGS (215)</b>			
	<b>Appropriated</b>	<b>Unappropriated</b>	
(a)	(b)	(c)	
Balance first of year	-	(1,007,816)	
Changes during year NET INCOME/(NET LOSS)	-	(1,179,617)	
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	(2,187,433)	
<b>PROPRIETARY CAPITAL (218)</b>			
	<b>Proprietor</b>	<b>Partner</b>	
(a)	(b)	(c)	
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	
<b>LONG-TERM DEBT (224)</b>			
<b>Obligation including Issue &amp; Maturity Dates</b>	<b>Interest Rate</b>	<b>Year End Balance</b>	
(a)	(b)	(c)	
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%	-	
<b>Total Long-Term Debt</b>		<b>0</b>	

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

<b>Name of Respondent</b> Limestone Water Utility Operating Com	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION (271)</b>			
<b>Description</b> <b>(a)</b>	<b>Water</b> <b>(b)</b>	<b>Sewer</b> <b>(c)</b>	<b>Total</b> <b>(d)</b>
<b>Balance First of Year</b>	279,391	5,309,217	5,588,608
Add Credits During Year	11,400	392,881	404,281
Less Charges During Year	-	-	-
<b>Balance End of Year</b>	0	5,702,098	5,992,889
Less Accumulated Amortization	128,364	676,373	804,737
<b>Net Contributions in Aid of Construction</b>	(128,364)	5,025,725	5,188,152
<b>ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)</b>			
<b>Report below all developers or contractors agreements from which cash or property was received during the year</b> <b>(a)</b>	<b>Indicate "Cash" or "Property"</b> <b>(b)</b>	<b>Water</b> <b>(c)</b>	<b>Sewer</b> <b>(d)</b>
Contractor or Developer #1	Cash	-	1,425
Contractor or Developer #2	Cash	-	10,000
Contractor or Developer #3	Cash	-	193,881
Contractor or Developer #4	Cash	-	20,000
Contractor or Developer #5	Cash	-	10,000
Contractor or Developer #6	Cash	-	30,000
Contractor or Developer #7	Cash	1,425	-
Contractor or Developer #8	Cash	-	1,425
Contractor or Developer #9	Cash	-	10,000
Contractor or Developer #10	Cash	-	1,425
Contractor or Developer #11	Cash	-	3,400
Contractor or Developer #12	Cash	-	500
Contractor or Developer #13	Cash	5,700	-
Contractor or Developer #14	Cash	-	4,275
Contractor or Developer #15	Cash	-	10,000
Contractor or Developer #16	Cash	-	850
Contractor or Developer #17	Cash	-	5,700
Contractor or Developer #18	Cash	-	10,000
Contractor or Developer #19	Cash	-	30,000
Contractor or Developer #20	Cash	-	20,000
Contractor or Developer #21	Cash	-	10,000
Contractor or Developer #22	Cash	-	20,000
Contractor or Developer #23	Cash	4,275	-
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		-	-
<b>Total Credits During Year</b>		11,400	392,881



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) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3/29/2024	3/29/2024
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	603,336	243,397	-	846,733
354	Structures & Improvements	1,987,317	742,866	-	2,730,183
360	Collection Sewers - Force	343,443	285,540	-	628,983
361	Collection Sewers - Gravity	1,109,839	626,407	-	1,736,246
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	-	60,443	-	60,443
364	Flow Measuring Devices	16,538	1,416	-	17,954
365	Flow Measuring Installations	12,236	-	-	12,236
370	Receiving Wells	217,903	-	-	217,903
371	Pumping Equipment	801,702	196,491	-	998,193
380	Treatment & Disposal Equipment	1,779,705	283,298	-	2,063,003
381	Plant Sewers	11,158	51,647	-	62,805
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	571	-	16,112
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	-	-	-
396	Communication Equipment	-	329,542	-	329,542
397	Miscellaneous Equipment	-	-	-	-
398	Other Tangible Plant	636,406	-	-	636,406
	<b>Total Sewer Plant</b>	<b>7,671,043</b>	<b>2,821,618</b>	<b>-</b>	<b>10,492,661</b>

Name of Respondent		This Report is:				Date of Report	Year of Report	
Limestone Water Utility Operating Company		(1) X_ An Original				(Mo, Da, Yr)	2023	
		(2) A Resubmission						
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%	0.00%	908,623	-	412,460	1,321,083
360	Collection Sewers - Force	50	0.00%	0.00%	6,869	-	11,724	18,593
361	Collection Sewers - Gravity	50	0.00%	0.00%	216,455	-	33,193	249,648
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	40	0.00%	0.00%	-	-	907	907
364	Flow Measuring Devices	10	0.00%	0.00%	15,154	-	1,490	16,644
365	Flow Measuring Installations	30	0.00%	0.00%	408	-	442	850
370	Receiving Wells	25	0.00%	0.00%	114,099	-	9,443	123,542
371	Pumping Equipment	10	0.00%	0.00%	271,348	-	101,588	372,936
380	Treatment & Disposal Equipment	20	0.00%	0.00%	526,275	-	241,430	767,705
381	Plant Sewers	40	0.00%	0.00%	11,158	-	968	12,126
382	Outfall Sewer Lines	50	0.00%	0.00%	21,758	-	-	21,758
389	Other Plant & Miscellaneous Equipment	20	0.00%	0.00%	30,734	-	2,000	32,734
390	Office Furniture & Equipment	20	0.00%	0.00%	158	-	171	329
391	Transportation Equipment	10	0.00%	0.00%	7,410	-	8,027	15,437
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	20	0.00%	0.00%	777	-	863	1,640
394	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
395	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
396	Communication Equipment	15	0.00%	0.00%	-	-	24,715	24,715
397	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
398	Other Tangible Plant	10	0.00%	0.00%	65,812	-	68,944	134,756
Totals					2,197,038	0	918,365	3,115,403
*State basis used for percentages used in schedule.								

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) <input type="checkbox"/> A Resubmission	3/29/2024	2023
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	408		
711	Sludge Removal Expense	26,740		
715	Purchased Power	155,878		
716	Fuel for Power Production	-		
718	Chemicals	26,921		
720	Materials & Supplies	4,951		
730	Contractual Services	728,908		
740	Rents	-		
750	Transportation Expense	-		
755	Insurance Expense	-		
765	Regulatory Commission Expense	-		
770	Bad Debt Expense	2,442		
775	Miscellaneous Expenses	3,677		
Total Sewer Operation & Maintenance Expense		949,925		
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	1,717	333	-	2,050
Total Customers	1,717	333	0	2,050

<b>Name of Respondent</b> Limestone Water Utility Operating Com	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023	
<b>PUMPING EQUIPMENT</b>				
<b>Description***</b> (a)	<b>Lift Station</b> <b>#1</b> (b)	<b>Lift Station</b> <b>#2</b> (c)	<b>Lift Station</b> <b>#3</b> (d)	<b>Lift Station</b> <b>#4</b> (e)
Make, Model, or Type of Pump	Hydromatic Sumbur	Hydromatic Sum	E-One DH071 (2	Sta-Rite 2000 (23
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	Electirc	Electric
Make, Model or Type of Motor	Unknown	Unknown	E/One Extreme	Sta-Rite
<b>SERVICE CONNECTIONS</b>				
<b>Description***</b> (a)	<b>Service Connection</b> <b>#1</b> (b)	<b>Service Connection</b> <b>#2</b> (c)	<b>Service Connection</b> <b>#3</b> (d)	<b>Service Connection</b> <b>#4</b> (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	-	-	-	-
<b>COLLECTING MAINS, FORCE MAINS, &amp; MANHOLES</b>				
<b>Description</b> (a)	<b>Collecting Mains</b> (b)	<b>Force Mains</b> (c)	<b>Manholes</b> (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.



<b>Name of Respondent</b> Limestone Water Utility Operating Com	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023	
<b>TREATMENT PLANT</b>				
<b>Description***</b> (a)	<b>Treatment Facility</b> #1 (b)	<b>Treatment Facility</b> #2 (c)	<b>Treatment Facility</b> #3 (d)	<b>Treatment Facility</b> #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				
<b>MASTER LIFT STATION PUMPS</b>				
<b>Description***</b> (a)	<b>Master Pump</b> #1 (b)	<b>Master Pump</b> #2 (c)	<b>Master Pump</b> #3 (d)	<b>Master Pump</b> #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		
<b>OTHER SEWER SYSTEM INFORMATION</b>				
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 Company		(1) <input checked="" type="checkbox"/> An Original				(Mo, Da, Yr)		2023	
		(2) <input type="checkbox"/> A Resubmission				3/29/2024			
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER									
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)	
304	Structures & Improvements	40	0.00%	0.00%	607,255	-	33,687	640,942	
305	Collecting & Impounding Reservoirs	-	0.00%	0.00%	-	-	-	-	
306	Lake, River & Other Intakes	-	0.00%	0.00%	-	-	-	-	
307	Wells & Springs	-	0.00%	0.00%	-	-	-	-	
308	Infiltration Galleries & Tunnels	-	0.00%	0.00%	-	-	-	-	
309	Supply Mains	50	0.00%	0.00%	-	-	585	585	
310	Power Generating Equipment	-	0.00%	0.00%	-	-	-	-	
311	Pumping Equipment	-	0.00%	0.00%	-	-	-	-	
320	Water Treatment Equipment	20	0.00%	0.00%	-	-	69	69	
330	Distribution Reservoirs & Standpipes	-	0.00%	0.00%	-	-	-	-	
331	Transmission & Distribution Mains	50	0.00%	0.00%	6,636	-	4,522	11,158	
333	Services	20	0.00%	0.00%	-	-	3,031	3,031	
334	Meter & Meter Installations	20	0.00%	0.00%	-	-	1,155	1,155	
335	Hydrants	10	0.00%	0.00%	-	-	111	111	
339	Other Plant & Miscellaneous Equipment	10	0.00%	0.00%	-	-	-	-	
340	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-	
341	Transportation Equipment	-	0.00%	0.00%	-	-	-	-	
342	Stores Equipment	-	0.00%	0.00%	-	-	-	-	
343	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-	
344	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-	
345	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-	
346	Communication Equipment	-	0.00%	0.00%	-	-	-	-	
347	Miscellaneous Equipment	50	0.00%	0.00%	353	-	129	482	
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-	
Totals					614,244	-	43,289	657,533	
*State basis used for percentages used in schedule.									

\*State basis used for percentages used in schedule.

<b>Name of Respondent</b>	<b>This Report is:</b>	<b>Date of Report</b>	<b>Year of Report</b>
Limestone Water Utility Operating Com	(1) <input checked="" type="checkbox"/> An Original	(Mo, Da, Yr)	
	(2) <input type="checkbox"/> A Resubmission	3/29/2024	2023

**WATER OPERATION & MAINTENANCE EXPENSE**

<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
	<b>(a)</b>	<b>(b)</b>
601	Salaries & Wages - Employees	-
603	Salaries & Wages - Officers, Directors & Stockholders	-
604	Employee Pensions & Benefits	-
610	Purchased Water	179,962
615	Purchased Power	3,001
616	Fuel for Power Production	-
618	Chemicals	2,267
620	Materials & Supplies	936
630	Contractual Services	118,435
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	645
672	Miscellaneous Expenses	(4,174)
	<b>Total Water Operation &amp; Maintenance Expense</b>	<b>301,072</b>

**WATER CUSTOMERS**

<b>Description</b>	<b>Customers</b>	<b>Additions</b>	<b>Disconnections</b>	<b>Customers</b>
<b>(a)</b>	<b>First of Year</b>	<b>(c)</b>	<b>(d)</b>	<b>End of Year</b>
	<b>(b)</b>			<b>(e)</b>
Metered Customers:				
5/8 Inch	435	-	26	409
3/4 Inch	2	6	-	8
1.0 Inch	-	-	-	-
1.5 Inch	1	-	-	1
2.0 Inch	3	-	1	2
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	15	376	-	391
<b>Total Customers</b>	<b>456</b>	<b>382</b>	<b>27</b>	<b>811</b>

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)
January	-	-	-	-
February	-	-	-	-
March	-	-	-	-
April	-	-	-	-
May	-	-	-	-
June	-	-	-	-
July	-	-	-	-
August	-	-	-	-
September	-	-	-	-
October	-	-	-	-
November	-	-	-	-
December	-	-	-	-
<b>Total for the Year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Indicate below the identity of any utilities or vendors purchasing water for resale.

This image shows a single page of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

<b>Name of Respondent</b> Limestone Water Utility Operating Company	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023	
<b>WELLS AND WELL PUMPS</b>				
<b>Description***</b> (a)	<b>Well #1</b> (b)	<b>Well #2</b> (c)	<b>Well #3</b> (d)	<b>Well #4</b> (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				
<b>RESERVOIRS</b>				
<b>Description***</b> (a)	<b>Reservoir #1</b> (b)	<b>Reservoir #2</b> (c)	<b>Reservoir #3</b> (d)	<b>Reservoir #4</b> (e)
Construction (Steel, Concrete, Pneumatic)				
Capacity (Gallons)				
Ground or Elevated				
<b>HIGH SERVICE PUMPING</b>				
<b>Motor Description***</b> (a)	<b>Motor #1</b> (b)	<b>Motor #2</b> (c)	<b>Motor #3</b> (d)	<b>Motor #4</b> (e)
Manufacturer				
Type				
Rated Horsepower				
<b>Pump Description***</b> (a)	<b>Pump #1</b> (b)	<b>Pump #2</b> (c)	<b>Pump #3</b> (d)	<b>Pump #4</b> (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.



<b>Name of Respondent</b> Limestone Water Utility Operating Com	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 3/29/2024	<b>Year of Report</b> 2023
--	--	--	-------------------------------

### 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


<b>Name of Respondent</b>	<b>This Report is:</b>	<b>Date of Report</b>	<b>Year of Report</b>
Limestone Water Utility Operating Com	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3/29/2024	2023
<b>SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT</b>			
<b>Rate Base</b>			
<b>Additions:</b>			
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)			
<b>Total Additions to Rate Base</b>		<b>0</b>	
<b>Deductions:</b>			
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)			
<b>Total Deductions to Rate Base</b>		<b>0</b>	
<b>Rate Base</b>		<b>0</b>	
<b>Adjusted Net Operating Income</b>			
<b>Operating Revenues:</b>			
Residential			
Commercial			
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other			
<b>Total Operating Revenues</b>		<b>0</b>	
<b>Operating Expenses:</b>			
Operation			
Depreciation			
Amortization			
Taxes Other Than Income Taxes			
Income Taxes			
<b>Total Operating Expense</b>		<b>0</b>	
<b>Net Operating Income</b>		<b>0</b>	
Other (Please Specify)			
Other (Please Specify)			
<b>Adjusted Net Operating Income</b>		<b>0</b>	
<b>Rate of Return (Line 49 / Line 25)</b>		<b>0.00%</b>	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.			



Company Name	Westone Water Utility Operating Company
Report Period	2023
Report Date	3/29/2024

# 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".	16,088,520	16,088,520	0
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	16,088,520	12,255,819	3,832,701
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	3,772,936	3,772,936	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. "F" & 30, S2, col. "F".	3,772,936	3,772,936	0
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	4,398,546	4,398,546	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".	(2,187,433)	(2,187,433)	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".	5,188,152	5,188,152	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C" & "D".	404,281	404,281	0

Limestone Utility Operating Company  
2023 Tap Escrow & Capital Recovery Detail

	Balance 12/31/23
Cap Escrow Bank Account	509,730.01
ENT Capital Recovery Surcharge	139,977.92
PNC Capital Recovery Surcharge	93273.96
Total	742,981.89

Limestone UOC  
CIAC Amortization Schedule  
12/31/2023

Service Area	Service Type	271,000 CIAC Amount	Date Acquired	Amort Start X	Best Acc Amort - 272,000	Amort Life (Y)	Monthly Am.	9/30/2023	10/31/2023	11/30/2023	12/31/2023 X	update this monthly	Total Accumulated	Remaining
TN-Aqua	Water	224,263.00	3/31/2021	3/31/2021	109,364.96	30	487.56	487.56	487.56	487.56	487.56	16,089.44	125,474.40	108,778.60
TN-Aqua	Sewer	270,011.00	3/31/2021	3/31/2021	130,733.04	30	801.85	801.85	801.85	801.85	801.85	26,460.93	157,193.97	112,817.03
TN-Aqua	Water	2,880.00	8/31/2021	9/1/2021	-	30	7.92	7.92	7.92	7.92	7.92	221.67	221.67	2,628.33
TN-Aqua	Sewer	2,880.00	8/31/2021	9/1/2021	-	30	7.92	7.92	7.92	7.92	7.92	221.67	221.67	2,628.33
TN-Aqua	Water	712.50	10/31/2021	11/1/2021	-	30	1.98	1.98	1.98	1.98	1.98	55.42	55.42	657.08
TN-Aqua	Sewer	712.50	10/31/2021	11/1/2021	-	30	1.98	1.98	1.98	1.98	1.98	55.42	55.42	657.08
TN-Cartwright	Sewer	4,800,693.00	12/31/2021	1/1/2022	-	30	13,622.20	13,622.20	13,622.20	13,622.20	13,622.20	326,932.87	326,932.87	4,577,060.13
TN-Aqua	Sewer	10,280.00	1/31/2022	2/1/2022	-	30	28.47	28.47	28.47	28.47	28.47	654.86	654.86	9,595.14
TN-Aqua	Water	10,280.00	1/31/2022	2/1/2022	-	30	28.47	28.47	28.47	28.47	28.47	654.86	654.86	9,595.14
TN-Aqua	Sewer	27,650.00	2/28/2022	3/1/2022	-	30	75.14	75.14	75.14	75.14	75.14	1,653.06	1,653.06	25,396.94
TN-Aqua	Water	27,650.00	2/28/2022	3/1/2022	-	30	75.14	75.14	75.14	75.14	75.14	1,653.06	1,653.06	25,396.94
TN-Hideaway	Sewer	5,500.00	3/31/2022	4/1/2022	-	30	15.28	15.28	15.28	15.28	15.28	320.83	320.83	5,179.17
TN-Hardeman	Sewer	20,500.00	3/31/2022	4/1/2022	-	30	56.94	56.94	56.94	56.94	56.94	1,195.83	1,195.83	19,304.17
TN-Aqua	Sewer	1,425.00	3/31/2022	4/1/2022	-	30	3.96	3.96	3.96	3.96	3.96	83.13	83.13	1,341.88
TN-Aqua	Water	1,425.00	3/31/2022	4/1/2022	-	30	3.96	3.96	3.96	3.96	3.96	83.13	83.13	1,341.88
TN-Cartwright	Sewer	5,500.00	4/30/2022	5/1/2022	-	30	15.28	15.28	15.28	15.28	15.28	305.56	305.56	5,194.44
TN-Aqua	Water	1,425.00	5/31/2022	6/1/2022	-	30	3.96	3.96	3.96	3.96	3.96	75.21	75.21	1,349.79
TN-Grasslands	Sewer	10,000.00	7/31/2022	8/1/2022	-	30	27.78	27.78	27.78	27.78	27.78	472.22	472.22	9,527.78
TN-Hardeman	Sewer	10,000.00	8/31/2022	9/1/2022	-	30	27.78	27.78	27.78	27.78	27.78	444.44	444.44	9,555.56
TN-Hideaway	Sewer	10,000.00	9/30/2022	9/1/2022	-	30	27.78	27.78	27.78	27.78	27.78	444.44	444.44	9,555.56
TN-Arrington	Sewer	10,000.00	9/30/2022	10/1/2022	-	30	27.78	27.78	27.78	27.78	27.78	416.67	416.67	9,583.33
TN-Hideaway	Sewer	10,000.00	10/31/2022	11/1/2022	-	30	27.78	27.78	27.78	27.78	27.78	416.67	416.67	9,583.33
TN-Hideaway	Water	1,425.00	12/31/2022	1/1/2023	-	30	3.96	3.96	3.96	3.96	3.96	388.89	388.89	9,611.11
TN-Aqua	Sewer	1,425.00	1/31/2023	2/1/2023	-	30	3.96	3.96	3.96	3.96	3.96	47.50	47.50	1,377.50
TN-Aqua	Sewer	1,425.00	1/31/2023	2/1/2023	-	30	3.96	3.96	3.96	3.96	3.96	47.50	47.50	1,377.50
TN-Hardeman	Sewer	10,000.00	2/28/2023	3/1/2023	-	30	27.78	27.78	27.78	27.78	27.78	77.78	77.78	9,722.22
TN-Shiloh Falls	Sewer	183,881.00	2/28/2023	3/1/2023	176,628.06	30	538.56	538.56	538.56	538.56	538.56	5,385.58	181,013.64	12,867.36
TN-Arrington	Sewer	20,000.00	3/31/2023	4/1/2023	-	30	55.56	55.56	55.56	55.56	55.56	500.00	500.00	19,500.00
TN-Hardeman	Sewer	30,000.00	3/31/2023	4/1/2023	-	30	83.33	83.33	83.33	83.33	83.33	750.00	750.00	29,250.00
TN-Hideaway	Sewer	1,425.00	3/31/2023	4/1/2023	-	30	3.96	3.96	3.96	3.96	3.96	35.63	35.63	1,389.38
TN-Aqua	Sewer	1,425.00	3/31/2023	4/1/2023	-	30	3.96	3.96	3.96	3.96	3.96	35.63	35.63	1,389.38
TN-Hardeman	Sewer	10,000.00	3/31/2023	4/1/2023	-	30	27.78	27.78	27.78	27.78	27.78	250.00	250.00	9,750.00
TN-Aqua	Sewer	1,425.00	5/31/2023	6/1/2023	-	30	3.96	3.96	3.96	3.96	3.96	27.71	27.71	1,397.29
TN-Shiloh Falls	Sewer	3,400.00	5/31/2023	6/1/2023	-	30	9.44	9.44	9.44	9.44	9.44	66.11	66.11	3,333.89
TN-Hideaway	Sewer	600.00	6/30/2023	7/1/2023	-	30	1.39	1.39	1.39	1.39	1.39	8.33	8.33	491.67
TN-Aqua	Water	5,700.00	8/31/2023	9/1/2023	-	30	15.83	15.83	15.83	15.83	15.83	63.33	63.33	5,636.67
TN-Aqua	Sewer	4,275.00	8/31/2023	9/1/2023	-	30	11.88	11.88	11.88	11.88	11.88	47.50	47.50	4,227.50
TN-Hardeman	Sewer	10,000.00	8/31/2023	9/1/2023	-	30	27.78	27.78	27.78	27.78	27.78	111.11	111.11	9,888.89
TN-Shiloh Falls	Sewer	850.00	8/31/2023	9/1/2023	-	30	2.36	2.36	2.36	2.36	2.36	9.44	9.44	840.56
TN-Aqua	Sewer	5,700.00	9/30/2023	10/1/2023	-	30	15.83	15.83	15.83	15.83	15.83	47.50	47.50	5,652.50
TN-Hideaway	Sewer	10,000.00	9/30/2023	10/1/2023	-	30	27.78	27.78	27.78	27.78	27.78	83.33	83.33	9,916.67
TN-Grasslands	Sewer	30,000.00	10/31/2023	11/1/2023	-	30	83.33	83.33	83.33	83.33	83.33	83.33	83.33	29,916.67
TN-Hideaway	Sewer	20,000.00	10/31/2023	11/1/2023	-	30	55.56	55.56	55.56	55.56	55.56	55.56	55.56	19,944.44
TN-Grasslands	Sewer	10,000.00	11/30/2023	12/1/2023	-	30	27.78	27.78	27.78	27.78	27.78	27.78	27.78	9,972.22
TN-Hideaway	Sewer	20,000.00	11/30/2023	12/1/2023	-	30	55.56	55.56	55.56	55.56	55.56	55.56	55.56	19,944.44
TN-Aqua	Water	4,275.00	12/31/2023	1/1/2024	-	30	11.88							

5,991,463.00	240,118.00	18,297.53	18,297.53	18,297.53	18,297.53	387,566.46	803,312.52	5,183,875.48
271,000-05-0	5,991,463.00						5893,312.52	272000 CIAC Accum Amort
							0.00	

Row Labels	Sum of Amount	Sum of Total Accumulated
Sewer	5,700,672.50	674,948.33
Water	290,790.50	128,364.10
<b>Grand Total</b>	<b>5,991,463.00</b>	<b>803,312.52</b>

## **EXHIBIT 14**

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	\$ 7,524		\$ 7,524		\$ 7,524
EPA testing surcharge	\$ -		\$ -		\$ -
Re-connect fees	\$ 158		\$ 158		\$ 158
Returned check charge	\$ 79		\$ 79		\$ 79
Late payment charge	\$ 158		\$ 158		\$ 158
Other operating revenue	\$ -		\$ -		\$ -
Total Operating Revenue	\$ 7,920		\$ 7,920		\$ 7,920
OPERATING EXPENSES					
Total salaries and wages (employees only)	\$ -		\$ -		\$ -
Outside labor expenses (non-employees)	\$ 50,000		\$ 50,000		\$ 50,000
Administrative and office expense	\$ 3,053		\$ 3,053		\$ 3,053
Maintenance and repair expense	\$ 5,000		\$ 5,000		\$ 5,000
Purchased water	\$ -		\$ -		\$ -
Purchased sewage treatment	\$ -		\$ -		\$ -
Electric power expense (exclude office)	\$ -		\$ -		\$ -
Chemicals expense	\$ -		\$ -		\$ -
Testing fees	\$ -		\$ -		\$ -
Transportation expense	\$ -		\$ -		\$ -
Other operating expense	\$ 1,320		\$ 1,320		\$ 1,320
Total Operating Expenses	\$ 59,373		\$ 59,373		\$ 59,373
Annual Depreciation Expense	\$ 3,224		\$ 10,493		\$ 10,493
Interest Expense	\$ 2,763		\$ 8,994		\$ 8,994
Total Expenses	\$ 65,359		\$ 78,860		\$ 78,860
INCOME TAXES					
Total Income Taxes	\$ -		\$ -		\$ -
Net income (Loss)	\$ (57,439)		\$ (70,940)		\$ (70,940)

Capital Budget					
	Year 1		Year 2		Year 3
Acquisition	\$ 25,000				
Improvements	\$ 140,600		\$ 134,200		
Reinvestment of Depreciation	\$ 3,224		\$ 10,493		\$ 10,493

ASSUMPTIONS	
Acq Date	
Step Rate Date	\$ -
Final Rate Date	\$ -
Water Connections	55
Water Initial Rate	\$ 12.00
Water Step Rate	\$ -
Water Final Rate	\$ -
Wastewater Connections	-
Wastewater Initial Rate	\$ -
Wastewater Step Rate	\$ -
Wastewater Final Rate	\$ -
Debt Percent	50.0%
Delinquent Account Percent	0.8%
State Tax Rate	6.5%
Federal Tax Rate	21.0%
Depreciation Rate	3.5%
Interest Rate	6.0%
Loan Term Length	240
Loan Origination	1.0%
Insurance Premium	0.0%
Acquisition Cost	\$ 25,000
L&E Cost	\$ 73,500
CAPEX Cost	\$ 201,300
Outside Labor Expense	\$ 4,167
Customer Service	\$ 110
Repairs	\$ 417
Power	\$ -
Chemicals	\$ -
Purchased Water	\$ -
Purchased Wastewater	\$ -
Testing Fees	\$ -
Administrative Expense	\$ 254

### BALANCE SHEET

	Year 1	Year 2	Year 3
<b>ASSETS</b>			
Cash	\$ -	\$ -	\$ -
Accounts Recievable	\$ 976	\$ 976	\$ 976
Total Current Assets	\$ 976	\$ 976	\$ 976
Property, Plant, and Equipment	\$ 92,100	\$ 299,800	\$ 299,800
Preliminary Survey	\$ 73,500	\$ -	\$ -
Total Long-Term Assets	\$ 165,600	\$ 299,800	\$ 299,800
<b>Total Assets</b>	<b>\$ 166,576</b>	<b>\$ 300,776</b>	<b>\$ 300,776</b>
<b>LIABILITIES</b>			
Accounts Payable	\$ 4,880	\$ 4,880	\$ 4,880
Accrued Interest	\$ 2,763	\$ 11,757	\$ 20,751
Total Current Liabilities	\$ 7,643	\$ 16,637	\$ 25,631
Notes Payable	\$ 46,050	\$ 149,900	\$ 149,900
Working Capital Transfer from Parent	\$ 50,773	\$ 112,718	\$ 174,664
Total Long-Term Liabilities	\$ 96,823	\$ 262,618	\$ 324,564
Total Liabilities	\$ 104,465	\$ 279,255	\$ 350,194
<b>EQUITY</b>			
Equity Capital Contributed	\$ 119,550	\$ 149,900	\$ 149,900
Retained Earnings	\$ (57,439)	\$ (128,379)	\$ (199,318)
Total Equity	\$ 62,111	\$ 21,522	\$ (49,418)
<b>Total Liabilities and Equity</b>	<b>\$ 166,576</b>	<b>\$ 300,776</b>	<b>\$ 300,776</b>

### **Proof of Retained Earnings**

Beg. Retained Earnings	\$ -	\$ (57,439)	\$ (128,379)
Net Income (Loss)	\$ (57,439)	\$ (70,940)	\$ (70,940)
End Retained Earnings	\$ (57,439)	\$ (128,379)	\$ (199,318)

### **ASSUMPTIONS**

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

## **EXHIBIT 15**

## **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 16**

Limestone Water Utility Operating Company  
Newport Resort

GL Account	Account Name	12/31/22 Balance	Newport Est Acquisition	Balance + Est Newport
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		1,779,704.70
381	Plant Sewers	11,158.00		11,158.00
382	Outfall Sewer Lines	21,758.00		21,758.00
389	Other Plant & Miscellaneous Equipment	36,908.00		36,908.00
390	Office Furniture & Equipment	3,155.19		3,155.19
391	Transportation Equipment	74,098.25		74,098.25
392	Stores Equipment	-		-
393	Tools, Shop, & Garage Equipment	15,541.19		15,541.19
394	Laboratory Equipment	-		-
395	Power Operated Equipment	-		-
396	Communication Equipment	-		-
397	Miscellaneous Equipment	-		-
398	Other Tangible Plant	636,406.25		636,406.25

## **EXHIBIT 17**



**RULES, REGULATIONS AND TARIFFS**

**FOR**

**LIMESTONE WATER UOC, LLC**

**(Candlewood Lakes / Newport Resort)**

**1630 Des Peres Road, Suite 140**

**St. Louis, MO 63131**

A. STATEMENT OF PURPOSE

The general purpose of these rules and regulations are:

1. To establish procedures for furnishing water services on uniform bases to customers within the service area boundary of the Candlewood Lakes Service Area.
2. To provide standards and procedures operation.
3. Establish rates and other charges.

B. DEFINITION OF TERMS

1. COMPANY: The word COMPANY shall mean Limestone Water UOC.
2. ENGINEER: The word ENGINEER shall mean the consulting engineer of the COMPANY.
3. CUSTOMER: The word CUSTOMER shall mean any person, firm, corporation, association, or government unit furnished 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 Tennessee Public Service Commission.
6. WATER MAIN: The words WATER MAIN shall mean all lines and appurtenances, including valves, meters, and fittings required to transport water through and including the individual service meters.

**B. DEFINITION OF TERMS CONT..**

7. **WATER SERVICE LINE:** The words WATER SERVICE LINE shall mean those lines extending from the Customer's service meter to his place of business or residence.
8. **OWNER:** The word OWNER, whenever the same appears herein, means the person, firm, corporation or association having the sole interest in any premises or property which is, or is about to be supplied with services by the Company, and the word OWNERS means all so interested.
9. **TENANT:** The word TENANT, whenever the same appears herein means anyone occupying a premises or property under lease, oral or written, from the Owner and obtaining services from the Company with the consent of his landlord.
10. **CUSTOMER:** The word CUSTOMER as used herein shall mean the party contracting for services.

**B. AUTHORIZATION OF RULES AND REGULATIONS:**

The Company, which is organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and necessity issued by the Tennessee Public Service Commission on Docket No. 21-00059, submits the following statement of its rules and regulations in compliance with Rule 602.2.

**C. EFFECT OF RULES AND REGULATIONS:**

All provisions of these rules and regulations shall be incorporated in each contract with each Customer of the Company.

**D. UTILITY ITEMS ON PRIVATE PROPERTY:**

The Company shall not furnish or maintain any items or appurtenances for services on the Customer's premise without execution of an agreement for an easement or encroachment. No property of the Company shall be located on the premises of Customers. The Building Sewer and water service line shall be maintained by the Customer.

**E. APPLICATIONS FOR SERVICES:**

All applications for services must be made on written forms provided by the Company. Upon acceptance thereof and payment to Company of any Commission-approved tap-on fee, such applications shall constitute a contract between the applicant as a Customer and the Company.

F. APPLICATIONS FOR SERVICES CONT.

A new application must be made upon any change in tenancy where the tenant has contracted for the services or by the new Owner upon any change in ownership where the Owner has contracted for services. Where more than one tenant is supplied through a meter, the application for the water service must be made by the Owner of the property.

When an application is made, the Company reserves the right to require a deposit in cash commensurate with the probable size of the applicant's bill for the purpose of establishing or maintaining any Customer's credit. Any such deposit so made shall be subject to such terms and conditions as may be required by order of regulation of the Tennessee Public Service Commission.

No contract for services will be entered into by the Company with any applicant until all arrears and charges due by such applicant for services to any premises then or theretofore owned or occupied by him shall have been paid.

G. RULES GOVERNING SERVICE:

When the supply of water is to be temporarily shut off, advance notice will be given by the Company when practicable to all Customers affected by the shutting off, stating the probable duration of the interruption of service.

The Company will not permit its mains or services to be connected on any premises with any service pipe or piping which is connected with any other source of supply. The Company will not permit its mains or services to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which may flow back into the Company's service lines or mains.

The Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure but reserves the right at any time, without notice to shut off the water in its mains for the purpose of making repairs or extensions or for other purposes.

The Company shall not be liable for a deficiency or failure, regardless of cause, in the supply of water or in the pressure nor for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Company's property. All applicants having boilers upon their premises depending upon the pressure in the Company's pipes to keep them supplied are cautioned against danger of collapse, and all damage occasioned by any such collapse must be borne exclusively by the Customer.

The Company shall require all new Customers who desire both regular water service and fire protection to install separate service lines, one of which is to be used solely for private fire protection. The Company will not permit the use of water from separate fire protection lines except for the extinguishing of fires or fire drills.

The Company shall have the sole right to determine the size of meters, number of meters, valves, service line and connections necessary to give the service applied for.

G. RULES GOVERNING SERVICE CONT.

All applications for service connections must be made in writing on forms furnished by the Company by the person or parties desiring the same, must state the correct lot(s), block and street number of the property to be supplied, and must be signed by the Owner of the premises or his duly authorized agent.

A service line or building sewer shall not be used to supply more than a single property without the consent of the Company. The minimum earth cover of the Customer's service pipe installation shall be three (3) feet.

Service lines or building sewer shall not be installed where any portion must pass through lands, buildings or parts of buildings which are not the property of applicant, unless applicant assumes the liability therefor, in writing.

Meters will be maintained by the Company as far as ordinary wear and tear are concerned, but damage due to freezing hot water or external causes shall be paid for by the Customers (except for outside meter settings).

Rules and regulations regarding meter accuracy, meter testing and frequency of meter tests shall be as contained in the Tennessee Public Service Commission's Rules and Regulations Governing Public Utilities as from time to time revised.

No person other than a Company agent or employee shall take water from any fire hydrant except for fire fighting purposes, and no fire hydrant except for fire fighting purposes, and no fire hydrant shall be used for sprinkling streets, flushing sewers or gutters or for any other purpose except with the advance approval of the Company in writing.

Where water is to be used for steam boilers or other uses where a stoppage of water supply might cause damage, Customers are cautioned that it is impossible for the Company to guarantee a continuous supply of water and that the Customer should, therefore, arrange for adequate storage capacity.

Title to the main, service connections from the main up to and including the meter, stop cocks or valves, buffalo boxes, meters and meter installations is vested in the Company, and shall not be trespassed upon or interfered with in any way.

Curb stops shall not be used by the Customer for turning on or shutting off the water supply. Control of the water supply by the Customer shall be by means of a valve located on the property where the Customer is provided with water service.

Where two or more Customers are supplied through a single service pipe, any violation of the rules and regulations of the Company by either or any of such Customers shall be considered as a violation by all, and the Company may take such action as may be taken for a single Customer committing the violation.

All employees of the Company whose duty compels them to enter the Customer's premises shall, upon request, show their credentials or other evidence of authority.

G. RULES GOVERNING SERVICE CONT.,

If the Company finds that a meter seal or cover has been broken or any bypass inserted or there is evidence that the meter or meter seal or cover has been tampered with, the water will be shut off and not turned on again until the Customer has paid for the estimated quantity of water which has been used for the preceding four (4) month period and not registered plus the cost to restore the meter to proper working order and other expense incurred by the Company, plus the reconnection fee hereinabove specified.

It is specifically understood that the Company does not hold itself out to render private fire protection service.

The Company does not hold itself out to furnish public fire protection service.

Automatic lawn sprinklers or sprays or other attachments requiring large quantities of water will be permitted only when water is furnished by meter measurement. The Company reserves the right to restrict lawn sprinkling by Customers whenever in its judgment there is not an adequate supply of water available for such purposes.

A supply of water for construction or other special purposes must be applied for in writing, and the Company reserves the right to require a suitable deposit from the applicant. Water so supplied shall be discharged through a hose or pipe directly upon the material to be wet or into a barrel or other container and not upon the ground or into or through a ditch or trench, and all use of water by other than the applicant or for any purposes or upon any premises not described or stated in the application must be prevented by the applicant.

H. BILLS AND PAYMENT OF SERVICES:

Customers are liable for payment for all water used on the premises or property until notice has been received at the Company's office that the use of water is no longer desired. Customers are liable for all water shown to have passed through the meter whether by use, wastage or leakage.

A Customer's bill will not be considered past due unless it remains unpaid subsequent to the due date printed on the bill. This due date will be twenty-one (21) days after the bill is mailed.

#### H. BILLS AND PAYMENT OF SERVICES CONT.

Bills for metered service shall be rendered monthly unless otherwise specified in the rate schedule then in effect, and shall show the readings of the meter at the beginning and end of the period for which the bill is rendered as well as consumption for the period.

Bills for water service will be mailed or delivered to the Customer's last address as shown by the records of the Company when due, but failure to receive a bill will not relieve the Customer from the obligation to pay the same. All bills and other accounts must be paid at the office of the Company.

In case the meter cannot be read for any cause, the Company will require a payment of account equal to the estimated bill for the period involved.

In cases where for any cause the meter cannot be read for a period of two (2) billing periods, the Company will turn off the water upon (5) days written notice (8 days, if mailed) unless the Customer provides access to the meter immediately.

Where a meter has ceased to register or is registering improperly, the quantity of water for which the bill will be rendered will be determined by the average registration of the meter for the prior three (3) billing periods.

#### I. DISCONTINUANCE OF SERVICE:

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

1. Non-payment of bill as herein set forth.
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 in good order.
5. For molesting any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Company as filed with the Commission.
8. For disconnecting or reconnecting service by any party other than a duly authorized agent of the Company without the consent of the Company.
9. For discharge of high strength or toxic effluent without pre-treatment.
10. For waste of water due to leakage.

I. DISCONTINUANCE OF SERVICE CONT.:

11. For cross-connecting the Company's supply with any other source of supply, or with any apparatus which may endanger the quality or health standard of the Company's water supply.

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 made a deposit to insure future payment of bills (in cases only where no deposit was originally made or where such deposit has been applied to payment of the Customer's delinquent account);
- (b) has paid all unpaid bills and other charges;
- (c) had paid a reconnection fee;
- (d) and has corrected any condition found objectionable under rules and regulations of the company.

J. SECURITY DEPOSITS:

Each new Customer, before connection or reconnection of the service, may be required to make a refundable deposit to secure payment of Customer. Interest of six percent (6%) will be paid on any such refundable deposit. Deposits shall be refunded when service is terminated, unless the deposit is used to satisfy last bill requirements.

K. ENGINEERING, MATERIALS, AND CONSTRUCTION STANDARDS:

All sewerage systems added to the Company system shall meet the Company Requirements.

A prospective Customer shall submit one (1) copy of a preliminary plan of any proposed service system to the Engineer.

Upon approval of the preliminary plans, a prospective Customer shall submit three (3) copies of a final set of plans to the Engineer.

The final plans shall contain a note that all construction is to conform to the technical specifications of the company.

A set of final plans with the approval stamp of the Engineer shall be present at the site of the construction at all times during construction.

One set of "As-Built" plans shall be submitted to the Engineer and one to the Company upon completion.

The Company shall be given 24 hours notice of construction in order to provide adequate inspection.



**Candlewood Lakes Service Area**

**SCHEDULE OF RATES & CHARGES**

**Monthly Water Service:**

Flat Charge	\$40
-------------	------

<b>Service Connection Charges:</b>	\$500.00
------------------------------------	----------

**Miscellaneous Charges:**

Late Fee	\$5.00
----------	--------

Reconnect Fee	\$35.00
---------------	---------

Disconnect Fee	\$35.00
----------------	---------

## **Newport Resort Service Area**

### **SCHEDULE OF RATES & CHARGES**

#### **Monthly Water Service:**

Minimum Charge (Includes 2,000 gallons)	\$12.00
Next 3,000 Gallons	\$7.00 per 1,000 gallons
Next 5,000 Gallons	\$3.25 per 1,000 gallons
Next 10,000 Gallons and Over	\$3.00 per 1,000 gallons

#### **Miscellaneous Charges:**

Reconnect Charge	\$20.00
Disconnect Charge	\$10.00

## **EXHIBIT 18**

**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 19<sup>th</sup> 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

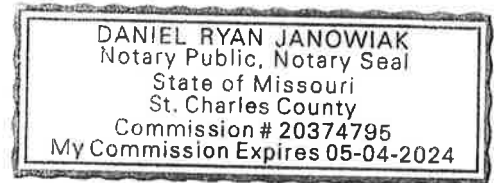
Before me, a Notary Public of the State and County aforesaid, personally appeared Josiah Cox  
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed  
the foregoing bond on behalf of Limestone Utility Operating Co, and he acknowledged to me that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



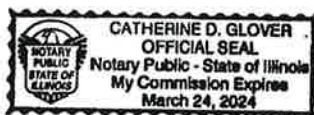
**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Barton W. Davis  
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 19**

**STATE OF TENNESSEE**

**COUNTY OF** .RHEA

We the undersigned Monte Newport  
and \_\_\_\_\_  
of Newport Resort Water System

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...  
day of.....  
.....  
Notary Public, .....Cot  
My commission will expire.....  
.....  
(Seal)



**TABLE OF CONTENTS**

AFFIDAVIT - First page of this Report

**FINANCIAL SECTION**

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

**WATER SECTION**

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

**SEWER SECTION**

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

**SUPPLEMENTAL FINANCIAL DATA**

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



<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>INCOME STATEMENT</b>					
<b>Account Name</b> (a)	<b>Ref Page</b> (b)	<b>Water</b> (c)	<b>Sewer</b> (d)	<b>Other</b> (e)	<b>Total</b> (f)
<b>Gross Revenue:</b>					
Residential		3,936	-	-	3,936
Commercial		-	-	-	-
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Gross Revenue</b>		<b>3,936</b>	-	-	<b>3,936</b>
Operation & Maint. Expense	W3/S3	1,736	-	-	1,736
Depreciation Expense	F-5	1,420	-	-	1,420
Amortization Expense		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Taxes Other Than Income	F-7	683	-	-	683
Income Taxes	F-7	-	-	-	-
<b>Total Operating Expenses</b>		<b>3,839</b>	-	-	<b>3,839</b>
<b>Net Operating Income</b>		<b>97</b>	-	-	<b>97</b>
<b>Other Income:</b>					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Income</b>		<b>-</b>	-	-	<b>-</b>
<b>Other Deductions:</b>					
Misc. Nonutility Expenses		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Deductions</b>		<b>-</b>	-	-	<b>-</b>
<b>Net Income</b>		<b>97</b>	-	-	<b>97</b>

<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <u>X</u> An Original (2) <u>    </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>COMPARATIVE BALANCE SHEET</b>				
<b>Account Name</b> <b>(a)</b>		<b>Ref</b> <b>Page</b> <b>(b)</b>	<b>Current Year</b> <b>(c)</b>	<b>Previous Year</b> <b>(d)</b>
<b>ASSETS</b>				
Utility Plant in Service (101-105)	F5/W1/S1	46,925	46,925	
Accum. Depreciation and Amortization (108)	F5/W2/S2	43,709	42,289	
<b>Net Utility Plant</b>		<b>3,216</b>	<b>4,636</b>	
Cash		497	228	
Customer Accounts Receivable (141)		0	0	
Other Assets (Please Specify)		0	0	
Other Assets (Please Specify)		0	0	
Other Assets (Please Specify)		0	0	
Other Assets (Please Specify)		0	0	
<b>Total Assets</b>		<b>3,713</b>	<b>4,864</b>	
<b>LIABILITIES AND CAPITAL</b>				
Common Stock Issued (201)	F-6	0	0	
Preferred Stock Issued (204)	F-6	0	0	
Other Paid-In Capital (211)		0	0	
Retained Earnings (215)	F-6	13,050	14,378	
Capital (Proprietary & Partnership-218)	F-6	0	0	
<b>Total Capital</b>		<b>13,050</b>	<b>14,378</b>	
Long-Term Debt (224)	F-6	0	0	
Accounts Payable (231)		0	0	
Notes Payable (232)		0	0	
Customer Deposits (235)		0	0	
Accrued Taxes (236)		0	0	
Other Liabilities (Please Specify)		0	0	
Other Liabilities (Please Specify)		0	0	
Other Liabilities (Please Specify)		0	0	
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	0	0	
<b>Total Liabilities</b>		<b>0</b>	<b>0</b>	
<b>Total Liabilities &amp; Capital</b>		<b>13,050</b>	<b>14,378</b>	

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u> X </u> An Original (2) <u> </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>NET UTILITY PLANT</b>			
<b>Plant Accounts (101-107) Inclusive (a)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>	<b>Other (e)</b>
			<b>Total (f)</b>
Utility Plant in Service (101)	0	0	0
Construction Work in Progress (105)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
<b>Total Utility Plant</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT</b>			
<b>Account 108 (a)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>	<b>Other (e)</b>
			<b>Total (f)</b>
<b>Balance First of Year</b>	<b>42,289</b>	<b>0</b>	<b>0</b>
<b>Credits During Year:</b>			
Accruals charged to Depreciation Account	1,420	0	0
Salvage	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
<b>Total Credits</b>	<b>1,420</b>	<b>0</b>	<b>0</b>
<b>Debits During Year:</b>			
Book/Historical Cost of Plant Retired	0	0	0
Cost of Removal	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
<b>Total Debits</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Balance End of Year</b>	<b>43,709</b>	<b>0</b>	<b>0</b>

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) <u>    </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>CAPITAL STOCK (201 - 204)</b>			
<b>(a)</b>	<b>Common Stock (b)</b>	<b>Preferred Stock (c)</b>	
Par or stated value per share	-	-	
Shares Authorized	-	-	
Shares issued and outstanding	-	-	
Total par value of stock issued	-	-	
Dividends declared per share for year	0	0	
<b>RETAINED EARNINGS (215)</b>			
<b>(a)</b>	<b>Appropriated (b)</b>	<b>Unappropriated (c)</b>	
<b>Balance first of year</b>	14,378	-	
Changes during year NET INCOME/(NET LOSS)	(1,328)	-	
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)	-	-	
<b>Balance end of year</b>	<b>13,050</b>	<b>0</b>	
<b>PROPRIETARY CAPITAL (218)</b>			
<b>(a)</b>	<b>Proprietor (b)</b>	<b>Partner (c)</b>	
<b>Balance first of year</b>		-	
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)	-	-	
<b>Balance end of year</b>	<b>0</b>	<b>0</b>	
<b>LONG-TERM DEBT (224)</b>			
<b>Obligation including Issue &amp; Maturity Dates (a)</b>	<b>NONE</b>	<b>Interest Rate (b)</b>	<b>Year End Balance (c)</b>
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%	-
<b>Total Long-Term Debt</b>			<b>0</b>

[illegible]

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION (271)</b>			
<b>Description (a)</b>	<b>Water (b)</b>	<b>Sewer (c)</b>	<b>Total (d)</b>
<b>Balance First of Year</b>	-	-	-
Add Credits During Year	-	-	-
Less Charges During Year	-	-	-
<b>Balance End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>
Less Accumulated Amortization	-	-	-
<b>Net Contributions in Aid of Construction</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)</b>			
<b>Report below all developers or contractors agreements for which cash or property was received during the year</b> <b>(a)</b>	<b>Indicate "Cash" or "Property"</b> <b>(b)</b>	<b>Water</b> <b>(c)</b>	<b>Sewer</b> <b>(d)</b>
Contractor or Developer #1		-	-
Contractor or Developer #2		-	-
Contractor or Developer #3		-	-
Contractor or Developer #4		-	-
Contractor or Developer #5		-	-
Contractor or Developer #6		-	-
Contractor or Developer #7		-	-
Contractor or Developer #8		-	-
Contractor or Developer #9		-	-
Contractor or Developer #10		-	-
Contractor or Developer #11		-	-
Contractor or Developer #12		-	-
Contractor or Developer #13		-	-
Contractor or Developer #14		-	-
Contractor or Developer #15		-	-
Contractor or Developer #16		-	-
Contractor or Developer #17		-	-
Contractor or Developer #18		-	-
Contractor or Developer #19		-	-
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		-	-
<b>Total Credits During Year</b>		<b>0</b>	<b>0</b>



Name of Respondent		This Report is:		Date of Report	Year of Report
Newport Resort Water System		(1) <input checked="" type="checkbox"/> An Original		(Mo, Da, Yr)	
		(2) <input type="checkbox"/> A Resubmission		12/20/22	12/20/22
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	-	-	-	-
354	Structures & Improvements	-	-	-	-
360	Collection Sewers - Force	-	-	-	-
361	Collection Sewers - Gravity	-	-	-	-
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	-	-	-	-
364	Flow Measuring Devices	-	-	-	-
365	Flow Measuring Installations	-	-	-	-
370	Receiving Wells	-	-	-	-
371	Pumping Equipment	-	-	-	-
380	Treatment & Disposal Equipment	-	-	-	-
381	Plant Sewers	-	-	-	-
382	Outfall Sewer Lines	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	-	-	-
390	Office Furniture & Equipment	-	-	-	-
391	Transportation Equipment	-	-	-	-
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	-	-	-	-
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	-	-	-
396	Communication Equipment	-	-	-	-
397	Miscellaneous Equipment	-	-	-	-
398	Other Tangible Plant	-	-	-	-
	<b>Total Sewer Plant</b>	-	-	-	-

Name of Respondent		This Report is:			Date of Report	Year of Report		
Newport Resort Water System		(1) <input checked="" type="checkbox"/> An Original			(Mo, Da, Yr)	2019		
		(2) <input type="checkbox"/> A Resubmission			12/20/22			
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	-	0.00%	0.00%	-	-	-	-
360	Collection Sewers - Force	-	0.00%	0.00%	-	-	-	-
361	Collection Sewers - Gravity	-	0.00%	0.00%	-	-	-	-
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	-	0.00%	0.00%	-	-	-	-
364	Flow Measuring Devices	-	0.00%	0.00%	-	-	-	-
365	Flow Measuring Installations	-	0.00%	0.00%	-	-	-	-
370	Receiving Wells	-	0.00%	0.00%	-	-	-	-
371	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
380	Treatment & Disposal Equipment	-	0.00%	0.00%	-	-	-	-
381	Plant Sewers	-	0.00%	0.00%	-	-	-	-
382	Outfall Sewer Lines	-	0.00%	0.00%	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
390	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
391	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
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	-	0.00%	0.00%	-	-	-	-
Totals					0	0	0	0

\*State basis used for percentages used in schedule.

<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <u>  X  </u> An Original (2) <u>      </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>SEWER OPERATION &amp; MAINTENANCE EXPENSE</b>				<b>N/A</b>
<b>Acct No.</b>	<b>Description (a)</b>	<b>Amount (b)</b>		
701	Salaries & Wages - Employees	-		
703	Salaries & Wages - Officers, Directors & Stockholders	-		
704	Employee Pensions & Benefits	-		
710	Purchased Sewage Treatment	-		
711	Sludge Removal Expense	-		
715	Purchased Power	-		
716	Fuel for Power Production	-		
718	Chemicals	-		
720	Materials & Supplies	-		
730	Contractual Services	-		
740	Rents	-		
750	Transportation Expense	-		
755	Insurance Expense	-		
765	Regulatory Commission Expense	-		
770	Bad Debt Expense	-		
775	Miscellaneous Expenses	-		
	<b>Total Sewer Operation &amp; Maintenance Expense</b>	<b>0</b>		

<b>SEWER CUSTOMERS</b>				
<b>Description (a)</b>	<b>Customers First of Year (b)</b>	<b>Additions (c)</b>	<b>Disconnections (d)</b>	<b>Customers End of Year (e)</b>
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	-	-	-	-
<b>Total Customers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
--	--	---	-------------------------------

**PUMPING EQUIPMENT**

<b>Description***</b> <b>(a)</b>	<b>Lift Station</b> <b>#1</b> <b>(b)</b>	<b>Lift Station</b> <b>#2</b> <b>(c)</b>	<b>Lift Station</b> <b>#3</b> <b>(d)</b>	<b>Lift Station</b> <b>#4</b> <b>(e)</b>
Make, Model, or Type of Pump				
Year Installed				
Rated Capacity (GPM)				
Size (HP)				
Power (Electric/Mechanical)				
Make, Model or Type of Motor				

**SERVICE CONNECTIONS**

<b>Description***</b> <b>(a)</b>	<b>Service Connection</b> <b>#1</b> <b>(b)</b>	<b>Service Connection</b> <b>#2</b> <b>(c)</b>	<b>Service Connection</b> <b>#3</b> <b>(d)</b>	<b>Service Connection</b> <b>#4</b> <b>(e)</b>
Size (Inches)				
Type (PVC, VCP, etc)				
Average Length (Feet)				
Connections-Beginning of Year	-	-	-	-
Connections-Added during Year	-	-	-	-
Connection-Retired during Year	-	-	-	-
<b>Connections-End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Number of Inactive Connections	-	-	-	-

**COLLECTING MAINS, FORCE MAINS, & MANHOLES**

<b>Description</b> <b>(a)</b>	<b>Collecting Mains</b> <b>(b)</b>	<b>Force Mains</b> <b>(c)</b>	<b>Manholes</b> <b>(d)</b>
Size (Inches)			
Type			
Length/Number-Beginning of Year	-	-	-
Length/Number-Added During Year	-	-	-
Length/Number-Retired During Year	-	-	-
Length/Number-End of Year	<b>0</b>	<b>0</b>	<b>0</b>

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

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>  X  </u> An Original (2) <u>      </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
--	--	---	-------------------------------

**TREATMENT PLANT**

<b>Description*** (a)</b>	<b>Treatment Facility #1 (b)</b>	<b>Treatment Facility #2 (c)</b>	<b>Treatment Facility #3 (d)</b>	<b>Treatment Facility #4 (e)</b>
Manufacturer				
Type				
Steel or Concrete				
Total Capacity				
Average Daily Flow				
Effluent Disposal				
Total Gallons of Sewage Treated				

**MASTER LIFT STATION PUMPS**

<b>Description*** (a)</b>	<b>Master Pump #1 (b)</b>	<b>Master Pump #2 (c)</b>	<b>Master Pump #3 (d)</b>	<b>Master Pump #4 (e)</b>
Manufacturer				
Capacity (GPM)				
Size (HP)				
Power (Electric/Mechanical)				
Make, Model, or Type of Motor				

**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?

\_\_\_\_\_

\_\_\_\_\_

<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>WATER UTILITY PLANT ACCOUNTS</b>					
<b>Acct No.</b> (a)	<b>Account Name</b> (b)	<b>Previous Year</b> (c)	<b>Additions</b> (d)	<b>Retirements</b> (e)	<b>Current Year</b> (f)
301	Organization	-	-	-	0
302	Franchises	-	-	-	0
303	Land & Land Rights	-	-	-	0
304	Structures & Improvements	-	-	-	0
305	Collecting & Impounding Reservoirs	-	-	-	0
306	Lake, River & Other Intakes	-	-	-	0
307	Wells & Springs	-	-	-	0
308	Infiltration Galleries & Tunnels	-	-	-	0
309	Supply Mains	-	-	-	0
310	Power Generation Equipment	-	-	-	0
311	Pumping Equipment	5,401	-	-	5,401
320	Water Treatment Equipment	22,636	-	1,420	21,216
330	Distribution Reservoirs & Standpipes	-	-	-	0
331	Transmission & Distribution Mains	-	-	-	0
333	Services	-	-	-	0
334	Meters & Meter Installations	8,531	-	-	8,531
335	Hydrants	-	-	-	0
339	Other Plant & Miscellaneous Equipment	-	720	720	0
340	Office Furniture & Equipment	-	-	-	0
341	Transportation Equipment	-	-	-	0
342	Stores Equipment	-	-	-	0
343	Tools, Shop & Garage Equipment	-	-	-	0
344	Laboratory Equipment	-	-	-	0
345	Power Operated Equipment	-	-	-	0
346	Communication Equipment	-	-	-	0
347	Miscellaneous Equipment	-	-	-	0
348	Other Tangible Plant	-	-	-	0
<b>Total Water Plant</b>		<b>36,568</b>	<b>720</b>	<b>2,140</b>	<b>35,148</b>

Name of Respondent		This Report is:		Date of Report		Year of Report		
Newport Resort Water System		(1) <input checked="" type="checkbox"/> An Original		(Mo, Da, Yr)		2019		
		(2) <input type="checkbox"/> A Resubmission		12/20/22				
ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER								
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)
304	Structures & Improvements	46.925	0.00%	0.00%	40,869	-	1,420	42,289
305	Collecting & Impounding Reservoirs	-	0.00%	0.00%	-	-	-	-
306	Lake, River & Other Intakes	-	0.00%	0.00%	-	-	-	-
307	Wells & Springs	-	0.00%	0.00%	-	-	-	-
308	Infiltration Galleries & Tunnels	-	0.00%	0.00%	-	-	-	-
309	Supply Mains	-	0.00%	0.00%	-	-	-	-
310	Power Generating Equipment	-	0.00%	0.00%	-	-	-	-
311	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
320	Water Treatment Equipment	-	0.00%	0.00%	-	-	-	-
330	Distribution Reservoirs & Standpipes	-	0.00%	0.00%	-	-	-	-
331	Transmission & Distribution Mains	-	0.00%	0.00%	-	-	-	-
333	Services	-	0.00%	0.00%	-	-	-	-
334	Meter & Meter Installations	-	0.00%	0.00%	-	-	-	-
335	Hydrants	-	0.00%	0.00%	-	-	-	-
339	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
340	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
341	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
342	Stores Equipment	-	0.00%	0.00%	-	-	-	-
343	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
344	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
345	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
346	Communication Equipment	-	0.00%	0.00%	-	-	-	-
347	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
Totals					40,869	-	1,420	42,289

\*State basis used for percentages used in schedule.

\*State basis used for percentages used in schedule.

Name of Respondent	This Report is:	Date of Report	Year of Report
Newport Resort Water System	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 12/20/22	2019

### 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	-
615	Purchased Power	1,491
616	Fuel for Power Production	-
618	Chemicals	245
620	Materials & Supplies	-
630	Contractual Services	-
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	-
672	Miscellaneous Expenses	-
	<b>Total Water Operation &amp; Maintenance Expense</b>	<b>1,736</b>

### WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	48	-	-	48
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	-	-	-	-
<b>Total Customers</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>48</b>



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
--	--	---	-------------------------------

### PUMPING AND PURCHASED WATER STATISTICS

<b>Description (1)</b> <b>(a)</b>	<b>Water Purchased for Resale</b> <b>(b)</b> in thousands	<b>Water Pumped from Wells</b> <b>(c)</b> in thousands	<b>Total Water Pumped and Purchased</b> <b>(d)</b> in millions	<b>Water Sold To Customers</b> <b>(e)</b>
January	-	-	-	
February	-	-	-	
March	-	-	-	
April	-	-	-	
May	-	-	-	
June	-	-	-	
July	-	-	-	
August	-	-	-	
September	-	-	-	
October	-	-	-	
November	-	-	-	
December	-	-	-	
<b>Total for the Year</b>	-	-	-	-

### SALES FOR RESALE

Indicate below the identity of any utilities or vendors purchasing water for resale.

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
--	--	---	-------------------------------

### WELLS AND WELL PUMPS

<b>Description***</b> (a)	<b>Well #1</b> (b)	<b>Well #2</b> (c)	<b>Well #3</b> (d)	<b>Well #4</b> (e)
Year Constructed	Revised 1972			
Type of Well Construction	43-24 Casing			
Type of Well Casing	43 Tile, 60 Cast Iron			
Depth of Well (Feet)	100			
Diameter of Well (Feet)	43			
Pumping Capacity (GPM)	12,000			
Motor Size (HP)	2			
Yields of Well (GPD)				
Auxiliary Power				

### RESERVOIRS

<b>Description***</b> (a)	<b>Reservoir #1</b> (b)	<b>Reservoir #2</b> (c)	<b>Reservoir #3</b> (d)	<b>Reservoir #4</b> (e)
Construction (Steel, Concrete, Pneumatic)	Polyurethane			
Capacity (Gallons)	10,000			
Ground or Elevated	Elevated			

### HIGH SERVICE PUMPING

<b>Motor Description***</b> (a)	<b>Motor #1</b> (b)	<b>Motor #2</b> (c)	<b>Motor #3</b> (d)	<b>Motor #4</b> (e)
Manufacturer				
Type				
Rated Horsepower				
<b>Pump Description***</b> (a)	<b>Pump #1</b> (b)	<b>Pump #2</b> (c)	<b>Pump #3</b> (d)	<b>Pump #4</b> (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.

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) _____ A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
--	--	---	-------------------------------

### 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	Pump			

### WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type	Pulsa Feeder			
Make	Chemteck			
Gallons per day capacity	30 to 114			
Method of Measurement	100 per 030			

### 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

---



---

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2019
<b>SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT</b>			
<b>Rate Base</b>			
<b>Additions:</b>			
Plant In Service		46,925	
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)			
<b>Total Additions to Rate Base</b>		<b>46,925</b>	
<b>Deductions:</b>			
Accumulated Depreciation		42,289	
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)			
<b>Total Deductions to Rate Base</b>		<b>42,289</b>	
<b>Rate Base</b>		<b>4,636</b>	
<b>Adjusted Net Operating Income</b>			
<b>Operating Revenues:</b>			
Residential		3,936	
Commercial			
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other			
<b>Total Operating Revenues</b>		<b>3,936</b>	
<b>Operating Expenses:</b>			
Operation		3,839	
Depreciation		1,420	
Amortization			
Taxes Other Than Income Taxes			
Income Taxes			
<b>Total Operating Expense</b>		<b>5,259</b>	
<b>Net Operating Income</b>		<b>(1,323)</b>	
Other (Please Specify)			
Other (Please Specify)			
<b>Adjusted Net Operating Income</b>		<b>(1,323)</b>	
<b>Rate of Return (Line 49 / Line 25)</b>		<b>-28.54%</b>	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.			

Company Name:	Newport Resort Water System
Report Period:	2019
Report Date:	12/20/22

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".	46,925	-	46,925
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	46,925	35,148	11,777
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	43,709	43,709	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. I & 30, S2, col. I	43,709	42,289	1,420
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	-	-	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".	13,050	13,050	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".	-	-	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	-	-	0

**STATE OF TENNESSEE**

**COUNTY OF**   RHEA  

We the undersigned Monte Newport  
and \_\_\_\_\_  
of Newport Resort Water System

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...  
day of.....  
.....  
Notary Public, .....Cot  
My commission will expire.....  
.....  
(Seal)

**TABLE OF CONTENTS**

AFFIDAVIT - First page of this Report

**FINANCIAL SECTION**

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

**WATER SECTION**

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

**SEWER SECTION**

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

**SUPPLEMENTAL FINANCIAL DATA**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
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  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66



<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
<b>INCOME STATEMENT</b>					
<b>Account Name</b> (a)	<b>Ref</b> <b>Page</b> (b)	<b>Water</b> (c)	<b>Sewer</b> (d)	<b>Other</b> (e)	<b>Total</b> (f)
<b>Gross Revenue:</b>					
Residential		19,714	-	-	19,714
Commercial		-	-	-	-
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Gross Revenue</b>		<b>19,714</b>	<b>-</b>	<b>-</b>	<b>19,714</b>
Operation & Maint. Expense	W3/S3	6,633	-	-	6,633
Depreciation Expense	F-5	1,420	-	-	1,420
Amortization Expense		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Taxes Other Than Income	F-7	1,639	-	-	1,639
Income Taxes	F-7	-	-	-	-
<b>Total Operating Expenses</b>		<b>9,692</b>	<b>-</b>	<b>-</b>	<b>9,692</b>
<b>Net Operating Income</b>		<b>10,022</b>	<b>-</b>	<b>-</b>	<b>10,022</b>
<b>Other Income:</b>					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Income</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Deductions:</b>					
Misc. Nonutility Expenses		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Deductions</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Income</b>		<b>10,022</b>	<b>-</b>	<b>-</b>	<b>10,022</b>

Name of Respondent	This Report is:	Date of Report	Year of Report
Newport Resort Water System	(1) <u>X</u> An Original (2) A Resubmission	(Mo, Da, Yr) 12/20/22	2020
<b>COMPARATIVE BALANCE SHEET</b>			
Account Name (a)	Ref Page (b)	Current Year (c)	Previous Year (d)
<b>ASSETS</b>			
Utility Plant in Service (101-105)	F5/W1/S1	46,925	46,925
Accum. Depreciation and Amortization (108)	F5/W2/S2	45,129	43,709
<b>Net Utility Plant</b>		<b>1,796</b>	<b>3,216</b>
Cash		2,389	497
Customer Accounts Receivable (141)		0	0
Other Assets (Please Specify)		0	0
Other Assets (Please Specify)		0	0
Other Assets (Please Specify)		0	0
Other Assets (Please Specify)		0	0
<b>Total Assets</b>		<b>4,185</b>	<b>3,713</b>
<b>LIABILITIES AND CAPITAL</b>			
Common Stock Issued (201)	F-6	0	0
Preferred Stock Issued (204)	F-6	0	0
Other Paid-In Capital (211)		0	0
Retained Earnings (215)	F-6	24,400	13,050
Capital (Proprietary & Partnership-218)	F-6	0	0
<b>Total Capital</b>		<b>24,400</b>	<b>13,050</b>
Long-Term Debt (224)	F-6	0	0
Accounts Payable (231)		0	0
Notes Payable (232)		0	0
Customer Deposits (235)		0	0
Accrued Taxes (236)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
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	0	0
<b>Total Liabilities</b>		<b>0</b>	<b>0</b>
<b>Total Liabilities &amp; Capital</b>		<b>24,400</b>	<b>13,050</b>

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
<b>NET UTILITY PLANT</b>			
<b>Plant Accounts (101-107) Inclusive (a)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>	<b>Other (e)</b>
Utility Plant in Service (101)	0	0	0
Construction Work in Progress (105)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
<b>Total Utility Plant</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT</b>			
<b>Account 108 (a)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>	<b>Other (e)</b>
<b>Balance First of Year</b>	<b>43,709</b>	<b>0</b>	<b>0</b>
<b>Credits During Year:</b>			
Accruals charged to Depreciation Account	1,420	0	0
Salvage	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
<b>Total Credits</b>	<b>1,420</b>	<b>0</b>	<b>0</b>
<b>Debits During Year:</b>			
Book/Historical Cost of Plant Retired	0	0	0
Cost of Removal	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
<b>Total Debits</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Balance End of Year</b>	<b>45,129</b>	<b>0</b>	<b>0</b>

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
<b>CAPITAL STOCK (201 - 204)</b>			
	<b>Common Stock</b>	<b>Preferred Stock</b>	
(a)	(b)	(c)	
Par or stated value per share	-	-	
Shares Authorized	-	-	
Shares issued and outstanding	-	-	
Total par value of stock issued	-	-	
Dividends declared per share for year	0	0	
<b>RETAINED EARNINGS (215)</b>			
	<b>Appropriated</b>	<b>Unappropriated</b>	
(a)	(b)	(c)	
Balance first of year	14,378	-	
Changes during year NET INCOME/(NET LOSS)	10,022	-	
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	24,400	0	
<b>PROPRIETARY CAPITAL (218)</b>			
	<b>Proprietor</b>	<b>Partner</b>	
(a) NONE	(b)	(c)	
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	
<b>LONG-TERM DEBT (224)</b>			
<b>Obligation including Issue &amp; Maturity Dates</b>	<b>Interest Rate</b>	<b>Year End Balance</b>	
(a) NONE	(b)	(c)	
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%	-	
<b>Total Long-Term Debt</b>		0	



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION (271)</b>			
<b>Description (a)</b>	<b>Water (b)</b>	<b>Sewer (c)</b>	<b>Total (d)</b>
<b>Balance First of Year</b>	-	-	-
Add Credits During Year	-	-	-
Less Charges During Year	-	-	-
<b>Balance End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>
Less Accumulated Amortization	-	-	-
<b>Net Contributions in Aid of Construction</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)</b>			
<b>Report below all developers or contractors agreements for which cash or property was received during the year (a)</b>	<b>Indicate "Cash" or "Property" (b)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>
Contractor or Developer #1		-	-
Contractor or Developer #2		-	-
Contractor or Developer #3		-	-
Contractor or Developer #4		-	-
Contractor or Developer #5		-	-
Contractor or Developer #6		-	-
Contractor or Developer #7		-	-
Contractor or Developer #8		-	-
Contractor or Developer #9		-	-
Contractor or Developer #10		-	-
Contractor or Developer #11		-	-
Contractor or Developer #12		-	-
Contractor or Developer #13		-	-
Contractor or Developer #14		-	-
Contractor or Developer #15		-	-
Contractor or Developer #16		-	-
Contractor or Developer #17		-	-
Contractor or Developer #18		-	-
Contractor or Developer #19		-	-
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		-	-
<b>Total Credits During Year</b>		<b>0</b>	<b>0</b>

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 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





Name of Respondent		This Report is:	Date of Report	Year of Report
Newport Resort Water System		(1) <u>X</u> An Original (2) A Resubmission	(Mo, Da, Yr) 12/20/22	2020
<b>SEWER OPERATION &amp; MAINTENANCE EXPENSE</b>				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	-		
715	Purchased Power	-		
716	Fuel for Power Production	-		
718	Chemicals	-		
720	Materials & Supplies	-		
730	Contractual Services	-		
740	Rents	-		
750	Transportation Expense	-		
755	Insurance Expense	-		
765	Regulatory Commission Expense	-		
770	Bad Debt Expense	-		
775	Miscellaneous Expenses	-		
<b>Total Sewer Operation &amp; Maintenance Expense</b>		<b>0</b>		

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	-	-	-	-
<b>Total Customers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u> X </u> An Original (2) <u> </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
<b>PUMPING EQUIPMENT</b>			
<b>Description*** (a)</b>	<b>Lift Station #1 (b)</b>	<b>Lift Station #2 (c)</b>	<b>Lift Station #3 (d)</b>
Make, Model, or Type of Pump			
Year Installed			
Rated Capacity (GPM)			
Size (HP)			
Power (Electric/Mechanical)			
Make, Model or Type of Motor			
<b>SERVICE CONNECTIONS</b>			
<b>Description*** (a)</b>	<b>Service Connection #1 (b)</b>	<b>Service Connection #2 (c)</b>	<b>Service Connection #3 (d)</b>
Size (Inches)			
Type (PVC, VCP, etc)			
Average Length (Feet)			
Connections-Beginning of Year	-	-	-
Connections-Added during Year	-	-	-
Connection-Retired during Year	-	-	-
<b>Connections-End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>
Number of Inactive Connections	-	-	-
<b>COLLECTING MAINS, FORCE MAINS, &amp; MANHOLES</b>			
<b>Description (a)</b>	<b>Collecting Mains (b)</b>	<b>Force Mains (c)</b>	<b>Manholes (d)</b>
Size (Inches)			
Type			
Length/Number-Beginning of Year	-	-	-
Length/Number-Added During Year	-	-	-
Length/Number-Retired During Year	-	-	-
Length/Number-End of Year	<b>0</b>	<b>0</b>	<b>0</b>

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

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>  X  </u> An Original (2) <u>      </u> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
--	--	---	-------------------------------

**TREATMENT PLANT**

<b>Description***</b> <b>(a)</b>	<b>Treatment Facility #1</b> <b>(b)</b>	<b>Treatment Facility #2</b> <b>(c)</b>	<b>Treatment Facility #3</b> <b>(d)</b>	<b>Treatment Facility #4</b> <b>(e)</b>
Manufacturer				
Type				
Steel or Concrete				
Total Capacity				
Average Daily Flow				
Effluent Disposal				
Total Gallons of Sewage Treated				

**MASTER LIFT STATION PUMPS**

<b>Description***</b> <b>(a)</b>	<b>Master Pump #1</b> <b>(b)</b>	<b>Master Pump #2</b> <b>(c)</b>	<b>Master Pump #3</b> <b>(d)</b>	<b>Master Pump #4</b> <b>(e)</b>
Manufacturer				
Capacity (GPM)				
Size (HP)				
Power (Electric/Mechanical)				
Make, Model, or Type of Motor				

**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?

\_\_\_\_\_

\_\_\_\_\_

Name of Respondent		This Report is:		Date of Report	Year of Report
Newport Resort Water System		(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		(Mo, Da, Yr) 12/20/22	2020
<b>WATER UTILITY PLANT ACCOUNTS</b>					
Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	-	-	-	0
302	Franchises	-	-	-	0
303	Land & Land Rights	-	-	-	0
304	Structures & Improvements	-	-	-	0
305	Collecting & Impounding Reservoirs	-	-	-	0
306	Lake, River & Other Intakes	-	-	-	0
307	Wells & Springs	-	-	-	0
308	Infiltration Galleries & Tunnels	-	-	-	0
309	Supply Mains	-	-	-	0
310	Power Generation Equipment	-	-	-	0
311	Pumping Equipment	5,401	800	800	5,401
320	Water Treatment Equipment	19,796	-	1,420	18,376
330	Distribution Reservoirs & Standpipes	-	-	-	0
331	Transmission & Distribution Mains	-	-	-	0
333	Services	-	-	-	0
334	Meters & Meter Installations	8,531	-	-	8,531
335	Hydrants	-	-	-	0
339	Other Plant & Miscellaneous Equipment	-	720	720	0
340	Office Furniture & Equipment	-	-	-	0
341	Transportation Equipment	-	-	-	0
342	Stores Equipment	-	-	-	0
343	Tools, Shop & Garage Equipment	-	-	-	0
344	Laboratory Equipment	-	-	-	0
345	Power Operated Equipment	-	-	-	0
346	Communication Equipment	-	-	-	0
347	Miscellaneous Equipment	-	-	-	0
348	Other Tangible Plant	-	-	-	0
<b>Total Water Plant</b>		<b>33,728</b>	<b>1,520</b>	<b>2,940</b>	<b>32,308</b>



Name of Respondent	This Report is:	Date of Report	Year of Report
Newport Resort Water System	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 12/20/22	2020

### 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	-
615	Purchased Power	3,072
616	Fuel for Power Production	-
618	Chemicals	357
620	Materials & Supplies	1,476
630	Contractual Services	938
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	300
670	Bad Debt Expense	-
672	Miscellaneous Expenses	490
	<b>Total Water Operation &amp; Maintenance Expense</b>	<b>6,633</b>

### WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	48	-	-	48
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	-	-	-	-
<b>Total Customers</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>48</b>

[illegible]

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

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
--	--	---	-------------------------------

### WELLS AND WELL PUMPS

<b>Description***</b> (a)	<b>Well #1</b> (b)	<b>Well #2</b> (c)	<b>Well #3</b> (d)	<b>Well #4</b> (e)
Year Constructed	Revised 1972			
Type of Well Construction	43-24 Casing			
Type of Well Casing	43 Tile, 60 Cast Iron			
Depth of Well (Feet)	100			
Diameter of Well (Feet)	43			
Pumping Capacity (GPM)	12,000			
Motor Size (HP)	2			
Yields of Well (GPD)				
Auxiliary Power				

### RESERVOIRS

<b>Description***</b> (a)	<b>Reservoir #1</b> (b)	<b>Reservoir #2</b> (c)	<b>Reservoir #3</b> (d)	<b>Reservoir #4</b> (e)
Construction (Steel, Concrete, Pneumatic)	Polyurethane			
Capacity (Gallons)	10,000			
Ground or Elevated	Elevated			

### HIGH SERVICE PUMPING

<b>Motor Description***</b> (a)	<b>Motor #1</b> (b)	<b>Motor #2</b> (c)	<b>Motor #3</b> (d)	<b>Motor #4</b> (e)
Manufacturer				
Type				
Rated Horsepower				
<b>Pump Description***</b> (a)	<b>Pump #1</b> (b)	<b>Pump #2</b> (c)	<b>Pump #3</b> (d)	<b>Pump #4</b> (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.



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) _____ A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2020
--	--	---	-------------------------------

### 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	Pump			

### WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type	Pulsa Feeder			
Make	Chemteck			
Gallons per day capacity	30 to 114			
Method of Measurement	100 per 030			

### 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	This Report is:	Date of Report	Year of Report
Newport Resort Water System	(1) <u>X</u> An Original (2) A Resubmission	(Mo, Da, Yr) 12/20/22	2020
<b>SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT</b>			
<b>Rate Base</b>			
Additions:			
Plant In Service		46,925	
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)			
<b>Total Additions to Rate Base</b>		<b>46,925</b>	
Deductions:			
Accumulated Depreciation		42,289	
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)			
<b>Total Deductions to Rate Base</b>		<b>42,289</b>	
<b>Rate Base</b>		<b>4,636</b>	
<b>Adjusted Net Operating Income</b>			
Operating Revenues:			
Residential		19,714	
Commercial			
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other			
<b>Total Operating Revenues</b>		<b>19,714</b>	
Operating Expenses:			
Operation		6,630	
Depreciation		1,420	
Amortization			
Taxes Other Than Income Taxes			
Income Taxes			
<b>Total Operating Expense</b>		<b>8,050</b>	
<b>Net Operating Income</b>		<b>11,664</b>	
Other (Please Specify)			
Other (Please Specify)			
<b>Adjusted Net Operating Income</b>		<b>11,664</b>	
<b>Rate of Return (Line 49 / Line 25)</b>		<b>251.60%</b>	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.			

Company Name:	Newport Resort Water System
Report Period:	2020
Report Date:	12/20/22

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".	46,925	-	46,925
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	46,925	32,308	14,617
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	45,129	45,129	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. I & 30, S2, col. I	45,129	43,709	1,420
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	-	-	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".	24,400	24,400	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".	-	-	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	-	-	0

# STATE OF TENNESSEE

COUNTY OF   RHEA  

We the undersigned \_\_\_\_\_  
and \_\_\_\_\_  
of   Newport Resort Water System  

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...  
day of.....

.....  
Notary Public, .....Cot  
My commission will expire.....

.....  
(Seal)

1	<b>TABLE OF CONTENTS</b>		1
2			2
3			3
4	AFFIDAVIT - First page of this Report		4
5	<b>FINANCIAL SECTION</b>	<b>WATER SECTION</b>	5
6	Identification and ownership..... F-2	Water Utility Plant Accounts..... W-1	6
7	Officers & Managers..... F-2	Analysis Of Accumulated Depreciation By Primary Account... W-2	7
8	Income Statement..... F-3	Water Operation & Maintenance Expense..... W-3	8
9	Comparative Balance Sheet..... F-4	Water Customers..... W-3	9
10	Net Utility Plant..... F-5	Pumping & Purchased Water Statistics..... W-4	10
11	Accumulated Depreciation & Amortization of Utility Plant..... F-5	Sales For Resale..... W-4	11
12	Capital Stock..... F-6	Wells & Well Pumps..... W-5	12
13	Retained Earnings..... F-6	Reservoirs..... W-5	13
14	Proprietary Capital..... F-6	High Service Pumping..... W-5	14
15	Long-Term Debt..... F-6	Source Of Supply..... W-6	15
16	Taxes Accrued..... F-7	Water Treatment Facilities..... W-6	16
17	Payments For Services Rendered By Other Than Employees..... F-7	Other Water System Information..... W-6	17
18	Contributions In Aid Of Construction..... F-8		18
19	Additions To Contributions In Aid Of Construction (Credits)..... F-8		19
20			20
21		<b>SEWER SECTION</b>	21
22		Sewer Utility Plant Accounts..... S-1	22
23		Analysis Of Accumulated Depreciation By Primary Account... S-2	23
24		Sewer Operation & Maintenance Expense..... S-3	24
25		Sewer Customers..... S-3	25
26		Pumping Equipment..... S-4	26
27		Service Connections..... S-4	27
28		Collecting Mains, Force Mains, & Manholes..... S-4	28
29		Treatment Plant..... S-5	29
30		Master Lift Station Pumps..... S-5	30
31		Other Sewer System Information..... S-5	31
32			32
33			33
34			34
35		<b>SUPPLEMENTAL FINANCIAL DATA</b>	35
36		Rate Base..... SU-1	36
37		Adjusted Net Operating Income..... SU-1	37
38			38
39			39
40			40
41			41
42			42
43			43
44			44
45			45
46			46
47			47
48			48
49			49
50			50
51			51
52			52
53			53
54			54
55			55
56			56
57			57
58			58
59			59
60			60
61			61
62			62



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u> X </u> An Original (2) <u> </u> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021	
<b>INCOME STATEMENT</b>					
<b>Account Name</b> (a)	<b>Ref</b> <b>Page</b> (b)	<b>Water</b> (c)	<b>Sewer</b> (d)	<b>Other</b> (e)	<b>Total</b> (f)
<b>Gross Revenue:</b>					
Residential		13,488	-	-	13,488
Commercial		-	-	-	-
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Gross Revenue</b>		<b>13,488</b>	<b>-</b>	<b>-</b>	<b>13,488</b>
Operation & Maint. Expense	W3/S3	5,750	-	-	5,750
Depreciation Expense	F-5	1,420	-	-	1,420
Amortization Expense		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Other Expense (Please Specify)		-	-	-	-
Taxes Other Than Income	F-7	1,350	-	-	1,350
Income Taxes	F-7	-	-	-	-
<b>Total Operating Expenses</b>		<b>8,520</b>	<b>-</b>	<b>-</b>	<b>8,520</b>
<b>Net Operating Income</b>		<b>4,968</b>	<b>-</b>	<b>-</b>	<b>4,968</b>
<b>Other Income:</b>					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Income</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Deductions:</b>					
Misc. Nonutility Expenses		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
<b>Total Other Deductions</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Income</b>		<b>4,968</b>	<b>-</b>	<b>-</b>	<b>4,968</b>

<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>COMPARATIVE BALANCE SHEET</b>				
<b>Account Name</b> <b>(a)</b>		<b>Ref</b> <b>Page</b> <b>(b)</b>	<b>Current Year</b> <b>(c)</b>	<b>Previous Year</b> <b>(d)</b>
<b>ASSETS</b>				
Utility Plant in Service (101-105)	F5/W1/S1	46,925	46,925	
Accum. Depreciation and Amortization (108)	F5/W2/S2	46,540	45,129	
<b>Net Utility Plant</b>		<b>385</b>	<b>1,796</b>	
Cash		2,600	2,389	
Customer Accounts Receivable (141)		0	0	
Other Assets (Please Specify)		0	0	
Other Assets (Please Specify)		0	0	
Other Assets (Please Specify)		0	0	
Other Assets (Please Specify)		0	0	
<b>Total Assets</b>		<b>2,985</b>	<b>4,185</b>	
<b>LIABILITIES AND CAPITAL</b>				
Common Stock Issued (201)	F-6	0	0	
Preferred Stock Issued (204)	F-6	0	0	
Other Paid-In Capital (211)		0	0	
Retained Earnings (215)	F-6	29,368	24,400	
Capital (Proprietary & Partnership-218)	F-6	0	0	
<b>Total Capital</b>		<b>29,368</b>	<b>24,400</b>	
Long-Term Debt (224)	F-6	0	0	
Accounts Payable (231)		0	0	
Notes Payable (232)		0	0	
Customer Deposits (235)		0	0	
Accrued Taxes (236)		0	0	
Other Liabilities (Please Specify)		0	0	
Other Liabilities (Please Specify)		0	0	
Other Liabilities (Please Specify)		0	0	
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	0	0	
<b>Total Liabilities</b>		<b>0</b>	<b>0</b>	
<b>Total Liabilities &amp; Capital</b>		<b>29,368</b>	<b>24,400</b>	



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>NET UTILITY PLANT</b>			
<b>Plant Accounts (101-107) Inclusive</b> <b>(a)</b>	<b>Water</b> <b>(c)</b>	<b>Sewer</b> <b>(d)</b>	<b>Other</b> <b>(e)</b>
			<b>Total</b> <b>(f)</b>
Utility Plant in Service (101)	0	0	0
Construction Work in Progress (105)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
Other (Please Specify)	0	0	0
<b>Total Utility Plant</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT</b>			
<b>Account 108</b> <b>(a)</b>	<b>Water</b> <b>(c)</b>	<b>Sewer</b> <b>(d)</b>	<b>Other</b> <b>(e)</b>
			<b>Total</b> <b>(f)</b>
<b>Balance First of Year</b>	<b>45,120</b>	<b>0</b>	<b>0</b>
<b>Credits During Year:</b>			
Accruals charged to Depreciation Account	1,420	0	0
Salvage	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
Other Credits (Please Specify):	0	0	0
<b>Total Credits</b>	<b>1,420</b>	<b>0</b>	<b>0</b>
<b>Debits During Year:</b>			
Book/Historical Cost of Plant Retired	0	0	0
Cost of Removal	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
Other Debits (Please Specify):	0	0	0
<b>Total Debits</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Balance End of Year</b>	<b>46,540</b>	<b>0</b>	<b>0</b>

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>CAPITAL STOCK (201 - 204)</b>			
	<b>Common Stock</b>	<b>Preferred Stock</b>	
(a)	(b)	(c)	
Par or stated value per share	-	-	
Shares Authorized	-	-	
Shares issued and outstanding	-	-	
Total par value of stock issued	-	-	
Dividends declared per share for year	0	0	
<b>RETAINED EARNINGS (215)</b>			
	<b>Appropriated</b>	<b>Unappropriated</b>	
(a)	(b)	(c)	
Balance first of year	24,400	-	
Changes during year NET INCOME/(NET LOSS)	4,968	-	
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	29,368	0	
<b>PROPRIETARY CAPITAL (218)</b>			
	<b>Proprietor</b>	<b>Partner</b>	
(a)	(b)	(c)	
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	
<b>LONG-TERM DEBT (224)</b>			
	<b>Interest Rate</b>	<b>Year End Balance</b>	
Obligation including Issue & Maturity Dates	(b)	(c)	
(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	



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION (271)</b>			
<b>Description (a)</b>	<b>Water (b)</b>	<b>Sewer (c)</b>	<b>Total (d)</b>
<b>Balance First of Year</b>	-	-	-
Add Credits During Year	-	-	-
Less Charges During Year	-	-	-
<b>Balance End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>
Less Accumulated Amortization	-	-	-
<b>Net Contributions in Aid of Construction</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)</b>			
<b>Report below all developers or contractors agreements for which cash or property was received during the year (a)</b>	<b>Indicate "Cash" or "Property" (b)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>
Contractor or Developer #1		-	-
Contractor or Developer #2		-	-
Contractor or Developer #3		-	-
Contractor or Developer #4		-	-
Contractor or Developer #5		-	-
Contractor or Developer #6		-	-
Contractor or Developer #7		-	-
Contractor or Developer #8		-	-
Contractor or Developer #9		-	-
Contractor or Developer #10		-	-
Contractor or Developer #11		-	-
Contractor or Developer #12		-	-
Contractor or Developer #13		-	-
Contractor or Developer #14		-	-
Contractor or Developer #15		-	-
Contractor or Developer #16		-	-
Contractor or Developer #17		-	-
Contractor or Developer #18		-	-
Contractor or Developer #19		-	-
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		-	-
<b>Total Credits During Year</b>		<b>0</b>	<b>0</b>

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 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

<b>Name of Respondent</b> Newport Resort Water System					<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - SEWER</b>								
<b>Account Number</b> <b>(a)</b>	<b>Account</b> <b>(b)</b>	<b>Average Service Life in Years</b> <b>(c)</b>	<b>Average Salvage Value in Percent</b> <b>(d)</b>	<b>Depreciation Rate Applied*</b> <b>(e)</b>	<b>Accumulated Depreciation Balance Previous Year</b> <b>(f)</b>	<b>Debits</b> <b>(g)</b>	<b>Credits</b> <b>(h)</b>	<b>Accumulated Depreciation Balance End of Year</b> <b>(i)</b>
354	Structures & Improvements	-	0.00%	0.00%	-	-	-	-
360	Collection Sewers - Force	-	0.00%	0.00%	-	-	-	-
361	Collection Sewers - Gravity	-	0.00%	0.00%	-	-	-	-
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	-	0.00%	0.00%	-	-	-	-
364	Flow Measuring Devices	-	0.00%	0.00%	-	-	-	-
365	Flow Measuring Installations	-	0.00%	0.00%	-	-	-	-
370	Receiving Wells	-	0.00%	0.00%	-	-	-	-
371	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
380	Treatment & Disposal Equipment	-	0.00%	0.00%	-	-	-	-
381	Plant Sewers	-	0.00%	0.00%	-	-	-	-
382	Outfall Sewer Lines	-	0.00%	0.00%	-	-	-	-
389	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
390	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
391	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
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	-	0.00%	0.00%	-	-	-	-
<b>Totals</b>					<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
*State basis used for percertages used in schedule.								



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>PUMPING EQUIPMENT</b>				
<b>Description*** (a)</b>	<b>Lift Station #1 (b)</b>	<b>Lift Station #2 (c)</b>	<b>Lift Station #3 (d)</b>	<b>Lift Station #4 (e)</b>
Make, Model, or Type of Pump				
Year Installed				
Rated Capacity (GPM)				
Size (HP)				
Power (Electric/Mechanical)				
Make, Model or Type of Motor				
<b>SERVICE CONNECTIONS</b>				
<b>Description*** (a)</b>	<b>Service Connection #1 (b)</b>	<b>Service Connection #2 (c)</b>	<b>Service Connection #3 (d)</b>	<b>Service Connection #4 (e)</b>
Size (Inches)				
Type (PVC, VCP, etc)				
Average Length (Feet)				
Connections-Beginning of Year	-	-	-	-
Connections-Added during Year	-	-	-	-
Connection-Retired during Year	-	-	-	-
<b>Connections-End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Number of Inactive Connections	-	-	-	-
<b>COLLECTING MAINS, FORCE MAINS, &amp; MANHOLES</b>				
<b>Description (a)</b>	<b>Collecting Mains (b)</b>	<b>Force Mains (c)</b>	<b>Manholes (d)</b>	
Size (Inches)				
Type				
Length/Number-Beginning of Year	-	-	-	
Length/Number-Added During Year	-	-	-	
Length/Number-Retired During Year	-	-	-	
Length/Number-End of Year	<b>0</b>	<b>0</b>	<b>0</b>	

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



<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
--	--	---	-------------------------------

<b>TREATMENT PLANT</b>				
<b>Description***</b> (a)	<b>Treatment Facility #1</b> (b)	<b>Treatment Facility #2</b> (c)	<b>Treatment Facility #3</b> (d)	<b>Treatment Facility #4</b> (e)
Manufacturer				
Type				
Steel or Concrete				
Total Capacity				
Average Daily Flow				
Effluent Disposal				
Total Gallons of Sewage Treated				

<b>MASTER LIFT STATION PUMPS</b>				
<b>Description***</b> (a)	<b>Master Pump #1</b> (b)	<b>Master Pump #2</b> (c)	<b>Master Pump #3</b> (d)	<b>Master Pump #4</b> (e)
Manufacturer				
Capacity (GPM)				
Size (HP)				
Power (Electric/Mechanical)				
Make, Model, or Type of Motor				

<b>OTHER SEWER SYSTEM INFORMATION</b>	
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.

<b>Name of Respondent</b> Newport Resort Water System		<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>WATER UTILITY PLANT ACCOUNTS</b>					
<b>Acct No.</b> <b>(a)</b>	<b>Account Name</b> <b>(b)</b>	<b>Previous Year</b> <b>(c)</b>	<b>Additions</b> <b>(d)</b>	<b>Retirements</b> <b>(e)</b>	<b>Current Year</b> <b>(f)</b>
301	Organization	-	-	-	0
302	Franchises	-	-	-	0
303	Land & Land Rights	-	-	-	0
304	Structures & Improvements	-	-	-	0
305	Collecting & Impounding Reservoirs	-	-	-	0
306	Lake, River & Other Intakes	-	-	-	0
307	Wells & Springs	-	-	-	0
308	Infiltration Galleries & Tunnels	-	-	-	0
309	Supply Mains	-	-	-	0
310	Power Generation Equipment	-	-	-	0
311	Pumping Equipment	5,401		1,000	4,401
320	Water Treatment Equipment	19,796	-	1,420	18,376
330	Distribution Reservoirs & Standpipes	-	-	-	0
331	Transmission & Distribution Mains	-	-	-	0
333	Services	-	-	-	0
334	Meters & Meter Installations	8,531	-	-	8,531
335	Hydrants	-	-	-	0
339	Other Plant & Miscellaneous Equipment		720	720	0
340	Office Furniture & Equipment	-	-	-	0
341	Transportation Equipment	-	-	-	0
342	Stores Equipment	-	-	-	0
343	Tools, Shop & Garage Equipment	-	-	-	0
344	Laboratory Equipment	-	-	-	0
345	Power Operated Equipment	-	-	-	0
346	Communication Equipment	-	-	-	0
347	Miscellaneous Equipment		-		0
348	Other Tangible Plant	-	-	-	0
	<b>Total Water Plant</b>	<b>33,728</b>	<b>720</b>	<b>3,140</b>	<b>31,308</b>

<b>Name of Respondent</b> Newport Resort Water System					<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER</b>								
<b>Account Number</b> (a)	<b>Account</b> (b)	<b>Average Service Life in Years</b> (c)	<b>Average Salvage Value in Percent</b> (d)	<b>Depreciation Rate Applied</b> (e)	<b>Accumulated Depreciation Balance Previous Year</b> (f)	<b>Debits</b> (g)	<b>Credits</b> (h)	<b>Accumulated Depreciation Balance End of Year</b> (i)
304	Structures & Improvements	46,925	0.00%	0.00%	43,709	-	1,420	45,129
305	Collecting & Impounding Reservoirs	-	0.00%	0.00%	-	-	-	-
306	Lake, River & Other Intakes	-	0.00%	0.00%	-	-	-	-
307	Wells & Springs	-	0.00%	0.00%	-	-	-	-
308	Infiltration Galleries & Tunnels	-	0.00%	0.00%	-	-	-	-
309	Supply Mains	-	0.00%	0.00%	-	-	-	-
310	Power Generating Equipment	-	0.00%	0.00%	-	-	-	-
311	Pumping Equipment	-	0.00%	0.00%	-	-	-	-
320	Water Treatment Equipment	-	0.00%	0.00%	-	-	-	-
330	Distribution Reservoirs & Standpipes	-	0.00%	0.00%	-	-	-	-
331	Transmission & Distribution Mains	-	0.00%	0.00%	-	-	-	-
333	Services	-	0.00%	0.00%	-	-	-	-
334	Meter & Meter Installations	-	0.00%	0.00%	-	-	-	-
335	Hydrants	-	0.00%	0.00%	-	-	-	-
339	Other Plant & Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
340	Office Furniture & Equipment	-	0.00%	0.00%	-	-	-	-
341	Transportation Equipment	-	0.00%	0.00%	-	-	-	-
342	Stores Equipment	-	0.00%	0.00%	-	-	-	-
343	Tools, Shop & Garage Equipment	-	0.00%	0.00%	-	-	-	-
344	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
345	Power Operated Equipment	-	0.00%	0.00%	-	-	-	-
346	Communication Equipment	-	0.00%	0.00%	-	-	-	-
347	Miscellaneous Equipment	-	0.00%	0.00%	-	-	-	-
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
<b>Totals</b>					<b>43,709</b>	<b>-</b>	<b>1,420</b>	<b>45,129</b>
<p>*State basis used for perctages used in schedule.</p>								

Name of Respondent	This Report is:	Date of Report	Year of Report
Newport Resort Water System	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 12/20/22	2021

### 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	-
615	Purchased Power	3,796
616	Fuel for Power Production	-
618	Chemicals	-
620	Materials & Supplies	1,639
630	Contractual Services	75
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	-
672	Miscellaneous Expenses	240
	<b>Total Water Operation &amp; Maintenance Expense</b>	<b>5,750</b>

### WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	48	-	-	48
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	-	-	-	-
<b>Total Customers</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>48</b>

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)
January	-		-	
February	-	-	-	
March	-	-	-	
April	-	-	-	
May	-	-	-	
June	-	-	-	
July	-	-	-	
August	-	-	-	
September	-	-	-	
October	-	-	-	
November	-	-	-	
December	-	-	-	
<b>Total for the Year</b>	-	-	-	-

Indicate below the identity of any utilities or vendors purchasing water for resale.

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

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

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
--	--	---	-------------------------------

### WELLS AND WELL PUMPS

<b>Description***</b> <b>(a)</b>	<b>Well #1</b> <b>(b)</b>	<b>Well #2</b> <b>(c)</b>	<b>Well #3</b> <b>(d)</b>	<b>Well #4</b> <b>(e)</b>
Year Constructed	Revised 1972			
Type of Well Construction	43-24 Casing			
Type of Well Casing	43 Tile, 60 Cast Iron			
Depth of Well (Feet)	100			
Diameter of Well (Feet)	43			
Pumping Capacity (GPM)	12,000			
Motor Size (HP)	2			
Yields of Well (GPD)				
Auxiliary Power				

### RESERVOIRS

<b>Description***</b> <b>(a)</b>	<b>Reservoir #1</b> <b>(b)</b>	<b>Reservoir #2</b> <b>(c)</b>	<b>Reservoir #3</b> <b>(d)</b>	<b>Reservoir #4</b> <b>(e)</b>
Construction (Steel, Concrete, Pneumatic)	Polyurethane			
Capacity (Gallons)	10,000			
Ground or Elevated	Elevated			

### HIGH SERVICE PUMPING

<b>Motor Description***</b> <b>(a)</b>	<b>Motor #1</b> <b>(b)</b>	<b>Motor #2</b> <b>(c)</b>	<b>Motor #3</b> <b>(d)</b>	<b>Motor #4</b> <b>(e)</b>
Manufacturer				
Type				
Rated Horsepower				
<b>Pump Description***</b> <b>(a)</b>	<b>Pump #1</b> <b>(b)</b>	<b>Pump #2</b> <b>(c)</b>	<b>Pump #3</b> <b>(d)</b>	<b>Pump #4</b> <b>(e)</b>
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.

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <u>X</u> An Original (2) A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
--	--	---	-------------------------------

### 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	Pump			

### WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type	Pulsa Feeder			
Make	Chemteck			
Gallons per day capacity	30 to 114			
Method of Measurement	100 per 030			

### 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

\_\_\_\_\_

\_\_\_\_\_

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT</b>			
<b>Rate Base</b>			
<b>Additions:</b>			
Plant In Service		46,925	
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)			
<b>Total Additions to Rate Base</b>		<b>46,925</b>	
<b>Deductions:</b>			
Accumulated Depreciation		45,129	
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)			
<b>Total Deductions to Rate Base</b>		<b>45,129</b>	
<b>Rate Base</b>		<b>1,796</b>	
<b>Adjusted Net Operating Income</b>			
<b>Operating Revenues:</b>			
Residential		13,488	
Commercial			
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other			
<b>Total Operating Revenues</b>		<b>13,488</b>	
<b>Operating Expenses:</b>			
Operation		5,750	
Depreciation		1,420	
Amortization			
Taxes Other Than Income Taxes		1,350	
Income Taxes			
<b>Total Operating Expense</b>		<b>8,520</b>	
<b>Net Operating Income</b>		<b>4,968</b>	
Other (Please Specify)			
Other (Please Specify)			
<b>Adjusted Net Operating Income</b>		<b>4,968</b>	
<b>Rate of Return (Line 49 / Line 25)</b>		<b>276.61%</b>	
All amounts should be calculated in a manner consistent with the last Rate Order issued by the Commission for this Company.			



Company Name:	Newport Resort Water System
Report Period:	2021
Report Date:	12/20/22

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".	46,925	-	46,925
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	46,925	31,308	15,617
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	46,540	46,540	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. I & 30, S2, col. I	46,540	45,129	1,411
5. Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B".	-	-	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".	29,368	29,368	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".	-	-	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	-	-	0

# **PUBLIC VERSION**

## **EXHIBIT 20**

### **Newport Resort Customers by Class**

## **EXHIBIT 21**

# INCOME STATEMENT - NEWPORT/LIMESTONE

	Year 1	Year 2	Year 3
<b>OPERATING REVENUE</b>			
Metered service revenue	\$ 103,359	\$ 103,359	\$ 103,359
Flat rate service revenue	\$ 886,074	\$ 886,074	\$ 886,074
EPA testing surcharge	\$ -	\$ -	\$ -
Re-connect fees	\$ 20,830	\$ 20,830	\$ 20,830
Returned check charge	\$ 10,415	\$ 10,415	\$ 10,415
Late payment charge	\$ 20,830	\$ 20,830	\$ 20,830
Other operating revenue	\$ -	\$ -	\$ -
<b>Total Operating Revenue</b>	<b>\$ 1,041,509</b>	<b>\$ 1,041,509</b>	<b>\$ 1,041,509</b>
<b>OPERATING EXPENSES</b>			
Total salaries and wages (employees only)	\$ -	\$ -	\$ -
Outside labor expenses (non-employees)	\$ 424,529	\$ 424,529	\$ 424,529
Administrative and office expense	\$ 113,892	\$ 113,892	\$ 113,892
Maintenance and repair expense	\$ 34,490	\$ 34,490	\$ 34,490
Purchased water	\$ 38,235	\$ 38,235	\$ 38,235
Purchased sewage treatment	\$ -	\$ -	\$ -
Electric power expense (exclude office)	\$ 81,597	\$ 81,597	\$ 81,597
Chemicals expense	\$ 7,929	\$ 7,929	\$ 7,929
Testing fees	\$ -	\$ -	\$ -
Transportation expense	\$ -	\$ -	\$ -
Other operating expense	\$ 51,384	\$ 51,384	\$ 51,384
<b>Total Operating Expenses</b>	<b>\$ 752,057</b>	<b>\$ 752,057</b>	<b>\$ 752,057</b>
Annual Depreciation Expense	\$ 156,594	\$ 218,622	\$ 218,622
Interest Expense	\$ 199,954	\$ 276,588	\$ 276,588
<b>Total Expenses</b>	<b>\$ 1,108,605</b>	<b>\$ 1,247,266</b>	<b>\$ 1,247,266</b>
<b>INCOME TAXES</b>			
Total Income Taxes	\$ 90,783	\$ 69,388	\$ 69,388
<b>Net income (Loss)</b>	<b>\$ (157,879)</b>	<b>\$ (275,146)</b>	<b>\$ (275,146)</b>

**BALANCE SHEET - NEWPORT/LIMESTONE**

	Year 1	Year 2	Year 3
<b>ASSETS</b>			
Cash	\$ 32,123	\$ 25,598	\$ 19,074
Accounts Recievable	\$ 128,405	\$ 128,405	\$ 128,405
Total Current Assets	\$ 160,528	\$ 154,003	\$ 147,479
Property, Plant, and Equipment	\$ 5,030,116	\$ 6,246,331	\$ 6,246,331
Preliminary Survey	\$ -	\$ -	\$ -
Total Long-Term Assets	\$ 5,030,116	\$ 6,246,331	\$ 6,246,331
<b>Total Assets</b>	<b>\$ 5,190,644</b>	<b>\$ 6,400,334</b>	<b>\$ 6,393,810</b>
<b>LIABILITIES</b>			
Accounts Payable	\$ 61,813	\$ 61,813	\$ 61,813
Accrued Interest	\$ 100,000	\$ 150,000	\$ 200,000
Total Current Liabilities	\$ 161,813	\$ 211,813	\$ 261,813
Notes Payable	\$ -	\$ -	\$ -
Working Capital Transfer from Parent	\$ 156,594	\$ 375,216	\$ 593,837
Total Long-Term Liabilities	\$ 156,594	\$ 375,216	\$ 593,837
Total Liabilities	\$ 318,407	\$ 587,029	\$ 855,650
<b>EQUITY</b>			
Equity Capital Contributed	\$ 5,030,116	\$ 6,246,331	\$ 6,246,331
Retained Earnings	\$ (157,879)	\$ (433,025)	\$ (708,171)
Total Equity	\$ 4,872,237	\$ 5,813,306	\$ 5,538,160
<b>Total Liabilities and Equity</b>	<b>\$ 5,190,644</b>	<b>\$ 6,400,334</b>	<b>\$ 6,393,810</b>

## **EXHIBIT 22**



COST ESTIMATE

**Newport Resort Water Facility Report**

Central States Water Resources

Spring City, TN

**Date:** March 16, 2023

**Project No.:** CNAS230001

**Prepared by:** MH/LD

ITEM	DESCRIPTION	COST
<b><u>WATER PRODUCTION AND/OR TREATMENT FACILITY</u></b>		
<b>1.00 INITIAL IMPROVEMENTS</b>		
1.01	Install security fencing (approx. 100 LF) around well, storage tank, electrical panels, etc.	\$5,000
1.02	Install new electrical/MCC panels for pump room and well pump.	\$15,000
1.03	Install filtration to protect well from surface water contamination.	\$125,000
<b>2.00 SECONDARY IMPROVEMENTS</b>		
2.01	Install overflow for storage tank.	\$1,000
2.02	Repair leaks in pump house.	\$1,000
2.03	Reconfigure storage tank from common inlet/outlet to separate inlet/outlet.	\$2,500
<b><u>WATER DISTRIBUTION SYSTEM</u></b>		
<b>1.00 INITIAL IMPROVEMENTS</b>		
1.01	Install isolation valves (approx. six (6)).	\$5,000
<b>2.00 SECONDARY IMPROVEMENTS</b>		
2.01	Install signs at valve locations.	\$1,500
<b>COST ESTIMATE TOTAL</b>		<b>\$156,000</b>

Notes:

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

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

3. 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.

4. Water quality sampling should be performed to determine what, if any, surface water contamination is occurring. One of the most likely solutions to deal with surface water contamination would be pressure filters, so GMC has included that as a recommended initial improvement. However, this may change once sampling is performed.

## **EXHIBIT 23**



Newport

Purchase/Acquisition Assets

Purchase Price \$ 25,000.00  
Date of Annual Report Used 12/31/2021  
In-Service Date 12/31/2023  
estimated closing cost \$ 5,000

System: Newport

<u>Acct Name</u>	<u>Acct #</u>	<u>Plant Balance</u>	<u>Dep %</u>	<u>AccDep-12/31/2021</u>	<u>Dep Exp</u>	<u>AccDep-12/31/2023</u>	<u>NBV-12/31/2023</u>
Total		0.00		0.00	0.00	0.00	0.00

Journal Entry to transfer In-Service assets post acquisition

<u>Acct Name</u>	<u>Acct #</u>	<u>Debit</u>	<u>Credit</u>	<u>Note</u>
Utility Plant Purchased	106.000		30,000.00	Total closing consideration
Land & Land Rights	353.000	5,000.00		Transaction costs at closing (estimated)
Acquisiton Adjustment	114.000	25,000.00		Acquistion Adjustment
		30,000.00	30,000.00	
Net Book Value	30,000.00			
Legal Regulatory Cost	12,193.70			
Acquisition Date Rate Base	42,193.70			

## **EXHIBIT 24**

## 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 25**

<b>Name of Respondent</b> Newport Resort Water System	<b>This Report is:</b> (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	<b>Date of Report</b> (Mo, Da, Yr) 12/20/22	<b>Year of Report</b> 2021
<b>CONTRIBUTIONS IN AID OF CONSTRUCTION (271)</b>			
<b>Description (a)</b>	<b>Water (b)</b>	<b>Sewer (c)</b>	<b>Total (d)</b>
<b>Balance First of Year</b>	-	-	-
Add Credits During Year	-	-	-
Less Charges During Year	-	-	-
<b>Balance End of Year</b>	<b>0</b>	<b>0</b>	<b>0</b>
Less Accumulated Amortization	-	-	-
<b>Net Contributions in Aid of Construction</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)</b>			
<b>Report below all developers or contractors agreements from which cash or property was received during the year (a)</b>	<b>Indicate "Cash" or "Property" (b)</b>	<b>Water (c)</b>	<b>Sewer (d)</b>
Contractor or Developer #1		-	-
Contractor or Developer #2		-	-
Contractor or Developer #3		-	-
Contractor or Developer #4		-	-
Contractor or Developer #5		-	-
Contractor or Developer #6		-	-
Contractor or Developer #7		-	-
Contractor or Developer #8		-	-
Contractor or Developer #9		-	-
Contractor or Developer #10		-	-
Contractor or Developer #11		-	-
Contractor or Developer #12		-	-
Contractor or Developer #13		-	-
Contractor or Developer #14		-	-
Contractor or Developer #15		-	-
Contractor or Developer #16		-	-
Contractor or Developer #17		-	-
Contractor or Developer #18		-	-
Contractor or Developer #19		-	-
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		-	-
<b>Total Credits During Year</b>		<b>0</b>	<b>0</b>

## **EXHIBIT 26**

**Customer Notification Letter Draft**

May xx, 2024

Dear Current Customer of Newport Resort Water System,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and Newport Resort Water System (Newport) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for Newport to sell to Limestone Water its sewer system assets. Newport is currently serving approximately 55 connections in Rhea County.

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

- Newport Resort Water System

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

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

Those wishing to comment should contact the TN Public Utility Commission at:

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

Refer to TPUC Docket Number \_\_\_\_\_ in all correspondence.

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

Sincerely,

Josiah Cox

Limestone Utility Operating Company, LLC

## **EXHIBIT 27**



	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	Newport Resort
<b>Monthly Recurring Charge - Pre Acquisition</b>									
Minimum Charge - Water	\$19.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$12.00
	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A		N/A	Next 3,00 gal \$7.00 per 1,000 gallons Next 5,000 gal - \$3.25 per 1,000 gallons Next 10,000 gal & over - \$3.00 per 1,000 gallons
Usage Rate - Water							N/A		N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	N/A	N/A
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monthly Capital Recover Surcharge	N/A	N/A	\$7.50	\$7.50	\$7.50	N/A	N/A	N/A	N/A
<b>Monthly Recurring Charge - Post Acquisition</b>									
Minimum Charge - Water	\$19.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$12.00
	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A		N/A	Next 3,00 gal \$7.00 per 1,000 gallons Next 5,000 gal - \$3.25 per 1,000 gallons Next 10,000 gal & over - \$3.00 per 1,000 gallons
Usage Rate - Water							N/A		N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	\$43.37	N/A
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monthly Capital Recover Surcharge	N/A	N/A	\$7.50	\$7.50	\$7.50	N/A	N/A	N/A	N/A
<b>Non-Recurring Charges - Pre Acquisition</b>									
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A	N/A
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$20.00
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$20.00
Reconnect Charge - Before Bam & after SPM, 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
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A	\$10.00
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	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
STEP System Installation	N/A	N/A	N/A	N/A	N/A	\$6,000	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
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	\$160/yr	N/A	N/A
Security Deposit	N/A	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A	N/A
<b>Non-Recurring Charges - Post Acquisition</b>									
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A	N/A
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$20.00
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A	\$20.00
Reconnect Charge - Before Bam & after SPM, 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
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A	\$10.00
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	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
STEP System Installation	N/A	N/A	N/A	N/A	N/A	\$6,000	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
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	N/A	N/A	N/A
Security Deposit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Monthly Recurring Charge - Pre Acquisition Commercial</b>									
Minimum Charge - Water	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
Minimum Charge - Sewer	N/A	N/A	\$37.00	\$37.00	\$37.00	\$68.37	Calculated on an Individual Cost	N/A	N/A
Usage Rate - Sewer	N/A	N/A	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$15 per 100 gallons	Based on Expected Design Flow	N/A	N/A
Usage Rate - Sewer (Tier 2)	N/A	N/A	N/A	N/A	N/A	\$156.79 per 1,000 gal over 1,000 gal	N/A	N/A	N/A
<b>Monthly Recurring Charge - Post Acquisition Commercial</b>									
Minimum Charge - Water	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
Minimum Charge - Sewer	N/A	N/A	\$37.00	\$37.00	\$37.00	\$68.37	Calculated on an Individual Cost	N/A	N/A
Usage Rate - Sewer	N/A	N/A	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$8.75 per 1,000 gal	\$15 per 100 gallons	Based on Expected Design Flow	N/A	N/A
Usage Rate - Sewer (Tier 2)	N/A	N/A	N/A	N/A	N/A	\$156.79 per 1,000 gal over 1,000 gal	N/A	N/A	N/A
<b>Non-Recurring Charges - Pre Acquisition Commercial</b>									
Service Connection Charge	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	N/A
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	N/A
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	N/A
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	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
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	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
Financial Security Surcharge	N/A	N/A	N/A	N/A	N/A	N/A	\$2.87 per month	N/A	N/A
<b>Non-Recurring Charges - Post Acquisition Commercial</b>									
Service Connection Charge	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	N/A
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	N/A
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A	N/A
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	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
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	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
Financial Security Surcharge	N/A	N/A	N/A	N/A	N/A	N/A	\$2.87 per month	N/A	N/A

## **EXHIBIT 28**



IN THE CHANCERY COURT FOR RHEA COUNTY, TENNESSEE  
PROBATE DIVISION

IN RE: )  
 )  
ESTATE OF ) NO. 19-PR-2725  
GLENNA NEWPORT, )  
DECEASED. )

---

AGREED ORDER AS TO DIVISION AND SALE OF CERTAIN ESTATE ASSETS

---

Come all the heirs of the Estate of Glenna Newport, by and through counsel, and announce to the Court that they have agreed, through consultation with their legal counsel, to empower the Administrator CTA to the following actions related to assets of the Estate of Glenna Newport, N & N Holdings, Inc., and Newport Resort Water System:

I. Personal tangible property.

A. Cadillac automobile—authorize to sell through a dealership.

B. Personal Clothing and household items owned with Ancil Newport—Hobe Newport's personal items to be removed from 165 Ancil Newport Lane, Spring City, TN by his daughters Amanda N. Sherrill and Tonya Kelly on July 16, 2022 at 1:00 p.m. On August 6, 2022 at 9:00 a.m. all heirs will meet at 165 Ancil Newport Lane, Spring City, TN for the division and disposal of Glenna and Ancil's personal household items. Administrator to obtain Bowman and Son's dumpster to dispose of any items to be trashed. Remainder of items not divided or trashed shall be auctioned if the value warrants an auction, or an estate sale if the value does not warrant an auction.

C. GMC Motor Home . The heirs authorize Administrator to sell through a dealership. The percentage of ownership will be determined at a later date pursuant to a Court order or an agreement of the heirs.

D. Hurricane Deck Boat The heirs authorize the Administrator to sell through Sandhill Boat Company Dayton. Randy Newport has the first option to purchase after Sandhill Boat Company provides a list price. The percentage of ownership will be determined at a later date pursuant to a Court order or an agreement of the heirs.

**E. Kubota Tractor** —Randy Newport may have it appraised if he desires to purchase it or have it as a portion of his share. Otherwise, to be sold by Administrator. Appraisal to be paid for by the Estate. The percentage of ownership will be determined at a later date pursuant to a Court order or an agreement of the heirs.

**F. Masonic Lodge rings, snub nose .38 pistol, jewelry, unknown personal furnishings, contents and personal effects in and about the home occupied by the Decedent at her death (including all garages and outbuildings)** On August 6, 2022 at 9:00 a.m. all heirs will meet at 165 Ancil Newport Lane, Spring City, TN for the division and disposal of Glenna and Ancil's personal household items. Administrator to obtain Bowman and Son's dumpster to dispose of any items to be trashed. Remainder of items not divided or trashed shall be auctioned if the value warrants an auction, or an estate sale if the value does not warrant an auction. On August 13, 2022 all heirs will meet at the fire hall on White Creek, Spring City, TN the division and disposal of Glenna and Ancil's personal property. Administrator to obtain Bowman and Son's dumpster to dispose of any items to be trashed. Remainder of items not divided or trashed shall be auctioned if the value warrants an auction, or an estate sale if the value does not warrant an auction.

**II. N & N Holding, Inc.**

**A. 115 Dabbs Drive, Spring City, TN.** The heirs all agree to list the property through Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$650,000.00 and agree to accept any offers above \$650,000.00. If there are no offers within 7 days of listing, the heirs authorize Amber to drop the price to \$625,000.00, and accept any offers at or above that price.

**B. 153 Travis Drive, Spring City, TN.** The heirs all agree to list the property through Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$215,000.00 and agree to accept any offers above \$215,000.00. If there are no offers within 7 days of listing, the heirs authorize to drop the price to \$205,000.00, and accept any offers above \$205,000.00.



C. 219 Travis Drive, Spring City, TN. This property will not be sold. The heirs agreed to have it appraised at the cost of the Estate and the parties agree this appraised value shall be the FMV of this property and this FMV will be accredited against Angie Willis' portion of her share of the Estate.

D. 165 Ancil Newport Lane, Spring City, TN. The heirs all agree to list the property through Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917. The listing price will be determined after an appraisal is obtained at the cost of the Estate and a recommendation from the appraiser has been received. At that time the heirs will agree as to the amount of funds, if any, to be expended to repair the house to increase the value for sale.

E. 1 unimproved lot on Charlotte Drive. This property is adjacent to the residence of Travis Newport. The heirs agreed to sell this property to Travis Willis for \$10,000.00. If Travis Willis elects not to purchase it, it will be offered to Justin White and Matt Kiser for \$15,000.00, or highest offer. If none purchases, it will be listed with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00.

F. 1 unimproved lot on Travis Drive. The heirs agree to offer this property to neighbor Sharon Smith for \$15,000.00, or highest offer. If none purchases, it will be listed with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00. Lot 24 "L".

G. 1 unimproved lot on Dabbs Drive. The heirs agree to offer this property to neighbor Howard Pick or Justin White for \$15,000.00, or highest offer. If none purchases, it will be listed list with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00. Lot 17 "K".

H. 5 improved lots on Tonia, 5 improved lots on Larue, 5 unimproved lots on Charlotte, and Duplex on Tonia. Heirs agreed to sell any of these lots to neighbors who are interested for \$15,000.00. If no neighbor purchases the property, the lots shall be listed with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00 each, except that the townhouse lot shall be listed for \$40,000.00. J17 will be offered to neighbor Gabe Cantrell for \$15,000.00.

I. **Commercial Lots.** The Heirs have agreed that the Administrator Ad Litem is authorized to obtain appraisals of the following lots and list with Amber Fawcett. In the meantime the Administrator is authorized to secure and shelter the backside of the firehall to prevent further damage to the firehall. The cost of the appraisals shall be paid from the assets of the Estate.

- a. 1041 Whites Creek Road, Spring City, TN  
Firehall and 1 acre
- b. 3.6 acres off Whites Creek Road, Spring City, TN  
commercial property; campground and lots
- c. 5 acres of unimproved property on Whites Creek Road  
Spring City, TN

The heirs agree to authorize the Administrator to order an abstract on each property immediately to determine if there are any existing title issues that need to be resolved prior to listing the properties. The cost of the abstracts shall be paid from the assets of the Estate.

J. **N & N Holdings, Inc. designated officer.** As all the owners and officers of the corporation N & N Holdings, Inc are deceased, the heirs agree to appoint, and the Administrator agrees to accept, the position of President of N & N Holdings, Inc. for the limited purpose of executing all documents necessary and/or simply incidental to the

sale of the real estate as contemplated above, including, but not limited to, purchase and sale agreements and deeds of conveyance and to bring the corporation into good standing with the State of Tennessee Secretary of State, prepare necessary resolutions, and authorizations. If a Secretary of N & N Holdings, Inc. is required to sign a Resolution, James F. Mitchell, III, with Willhite & Mitchell, PLLC shall be authorized to act as the Secretary of N & N Holdings, Inc for the limited purposes of executing all documents necessary and/or simply incidental to the sale of the real property as contemplated in this agreement.

III. Newport Resort Water System.

The heirs agree to authorize the Administrator CTA to work with a public utility or private utility to purchase the NRWS. The Administrator is authorized to retain to pay for a survey of the location of the water pump and housing in order to sell it to a public utility. The sales prices to be offered is \$125,000.00 (land, inventory, existing active taps). The heirs agree to use Monte Newport and Robert Lewis to do further plumbing repairs, who is not a licensed plumber, and to hold the Administrator harmless from any and all harm that is caused from the repairs. Randy Newport and Monte Newport agree to pay \$600.00 a month toward payment of David Lewis if he is unwilling to delay his payments until the sale of the real property and if there are not enough available funds in the NRWS bank account.

The net proceeds from each sale, after satisfaction of any mortgages, past due or delinquent taxes and all commissions and standard seller closing costs are paid, will be placed in a Newport Estate account to be opened by the Administrator. Out of said proceeds, the following shall be paid:

- a. Outstanding property taxes on any property; and



- b. Cost of appraisals and abstracts; and
- c. Reimbursement to Monte Newport for his out-of-pocket expense for the payment of any real property taxes paid accruing after the date of death of Glenna Newport; and
- d. GAL fee of Attorney Susan Arnold per prior Order; and
- e. Administrator fees approved by Chancellor.

All issues not contained herein are reserved for further agreement of the parties.

The Court finds that all parties have executed this Agreement after advice from legal counsel, and finds good cause to approve the sale and division of assets. It is therefore


**ORDERED, ADJUDGED AND DECREED** that this Agreed Order as to Division and Sale of Certain Estate Assets is approved, and that the Administrator , Bridget J. Willhite, Esq., is authorized to enter into any sale purchases agreements on behalf of the heirs in accordance with this Agreed Order and that Bridget J. Willhite, Esq., in her capacity as interim President of N&N Holdings, LLC shall be authorized to sign all documents necessary and/or simply incidental to the sale of the real estate as contemplated herein, including all deeds of conveyance required at closings in accordance with this Order. It is further

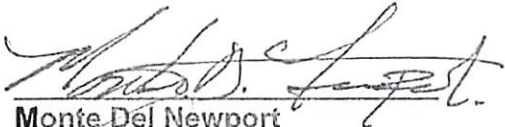
**ORDERED** that Bridget J. Willhite is designated to serve as the President of N & N Holdings, Inc. and James F. Mitchell, III is designated to serve as the Secretary of N & N Holdings, Inc. for the purpose of any real estate closing contemplated in this

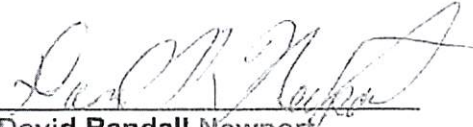


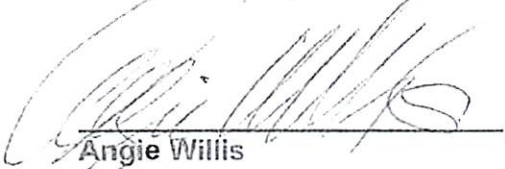
Agreement or bringing N & N Holdings, Inc. in good standing with the State of Tennessee Secretary of State.

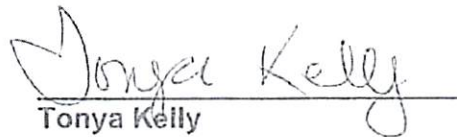
ENTER this 15<sup>th</sup> day of August, 2022.

  
HONORABLE MELISSA THOMAS WILLIS  
CHANCELLOR

  
Monte Del Newport

  
David Randall Newport

  
Angie Willis

  
Tonya Kelly

Amanda N. Sherrill *clairborne*

APPROVED FOR ENTRY:

By: 

BRIDGET J. WILLHITE, BPR # 021951  
WILLHITE & MITCHELL, PLLC  
Administrator CTA  
1 East Madison Avenue - P.O. Box 885  
Athens, Tennessee 37371-0885  
Phone: (423) 745-7447  
[bridget@wmlawfirm.net](mailto:bridget@wmlawfirm.net)

Agreement or bringing N & N Holdings, Inc. in good standing with the State of Tennessee Secretary of State.

ENTER this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
HONORABLE MELISSA THOMAS WILLIS  
CHANCELLOR

\_\_\_\_\_  
Monte Del Newport

\_\_\_\_\_  
David Randall Newport

\_\_\_\_\_  
Angie Willis

\_\_\_\_\_  
Tonya Kelly

  
Amanda N. Sherrill Claiborne

APPROVED FOR ENTRY:

By: \_\_\_\_\_  
BRIDGET J. WILLHITE, BPR # 021951  
WILLHITE & MITCHELL, PLLC  
Administrator CTA  
1 East Madison Avenue - P.O. Box 885  
Athens, Tennessee 37371-0885  
Phone: (423) 745-7447  
[bridget@wmlawfirm.net](mailto:bridget@wmlawfirm.net)

By: 

SHARON REYNOLDS CLARK, BPR # 016734  
COOLEY, McFARLAND & CLARK, LLP  
Attorney for Amanda N. Sherrill and Tonya Kelly,  
Individually, and Amanda N. Sherrill as Administrator  
Of the Estate of Hobert Ancil Newport  
1021 Waterford Place  
Kingston, Tennessee 37763  
Phone: (865) 376-9100  
[s.reynolds-clark@cmrllaw.net](mailto:s.reynolds-clark@cmrllaw.net)

By: 

ELIZABETH GREER ADAMS, BPR # 022651 *via email*  
ELIZABETH GREER ADAMS LAW GROUP *authorization*  
Attorney for David R. Newport and Angie Willis  
P.O. Box 188  
Dayton, Tennessee 37321  
Phone: (423) 775-3621  
[elizabethadams@greerlawoffice.com](mailto:elizabethadams@greerlawoffice.com)  
8/9/22

By: 

HOWARD L. UPCHURCH, BPR # 000145  
Attorney for Monte Del Newport *via text authorization*  
3173 Main Street - P.O. Box 381  
Pikeville, Tennessee 37367  
Phone: (423) 447-2903  
[upchurchlaw@bledsoe.net](mailto:upchurchlaw@bledsoe.net)  
8/8/22

CERTIFICATE OF SERVICE

State of Tennessee, Rhea County  
I, the undersigned, hereby certify that a  
True and correct copy of all contained hereinabove  
Has been sent to the parties/parties' counsel on the

16<sup>th</sup> day of August, 2022

  
Chancery Court Clerk

## **EXHIBIT 29**



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
CHATTANOOGA ENVIRONMENTAL FIELD OFFICE  
1301 RIVERFRONT PARKWAY, SUITE 206  
CHATTANOOGA, TENNESSEE 37402  
PHONE (423) 634-5745 STATEWIDE 1-888-891-8332 FAX (423) 634-6389

July 18, 2022

**CERTIFIED MAIL**

7020 2450 0002 1048 7378

Ms. Bridget Wilhite, Esq.  
Administrator  
Newport Resort Water System  
1 E. Madison Ave.  
Athens, Tennessee 37303

**RECEIVED**  
Wilhite & Mitchell, PLLC

7 25-22

Re: **Sanitary Survey and Notice of Violation**  
Newport Resort Water System  
P.W.S.I.D. No. 0000657  
Rhea County, Tennessee

Dear Ms. Wilhite:

On June 21, 2022, Ms. Jessica Rader and Ms. Jennifer Dulin of the Division of Water Resources conducted a sanitary survey of the Newport Resort Water System. The survey consisted of a records review to document the operational performance of the system and an on-site inspection of the water treatment facilities and distribution system. The survey covered the time period from September 2020 to May 2022. The Division would like to thank you, and Mr. David Lewis, for your assistance during the survey and for your willingness to work with the Division. In accordance with the Sanitary Survey Manual for Community Public Water Supplies, the system earned 574 out of a possible 599 points for a numerical score of ninety-five percent (95%). This rating retains Newport Resort Water System in the State's "Approved" category.

The following deficiencies, comments, and/or recommendations were identified during the survey and should be addressed as applicable:

**1. Section 1: System Management and Operation**

**• Subsection C. Submission of Monthly Operation Reports**

The April 2022 Monthly Operation Report was not submitted to the Division. According to 0400-45-01.17(2a), all community water systems shall compile and maintain accurate daily operating records of the water works system on forms prepared and furnished by the Department. The daily operating records shall be submitted in a timely manner, so they are received by the Department no later than ten days after the end of the reporting month.

**2. Section 2: Operator Compliance**

• **Subsection A. Certified Operator Distribution System**

According to 0400-45-01-.17(1c) and 0400-49-01-.06 (3b), a certified distribution system operator is required for water systems that serve 50 or more service connections. The system will be given 30 days from receipt of this letter to obtain the services of a certified distribution system operator.

**3. Section 3: Source**

• **Subsection C. Wellhead/Springbox Construction**

The wellhead is located in a sealed concrete vault and could not be evaluated by inspectors during the sanitary survey. The certified operator should be able to access the wellhead to determine if it is designed properly, if it is vented and screened properly, and if it is protected from surface water contamination in accordance with rules 0400-45-01.05, 0400-45-01-.16, 0400-45-01-.17, and 0400-45-01-.34.

**4. Section 4: Treatment**

• **Subsection L. Maintenance of Equipment, Buildings, and Grounds**

According to 0400-45-01-.17 (17), all building, clearwells, and grounds must be maintained and secure. The door to the treatment room needs to be reinforced or secured to prevent tampering and/or vandalism.

• **Subsection N. Safety**

The wiring in the treatment room is exposed which poses an electrical hazard to water system personnel. The electrical wires should be placed in conduit.

**5. Section 5: Monitoring, Data Verification, and Compliance**

• **Subsection B. Bacteriological Monitoring**

The water system failed to collect and/or report results for a bacteriological sample for the compliance period ending April 30, 2022. This is a violation of rule 0400-45-01-.07 (1). A public notice will be required within one year of being notified of the violation. The public notice can be included with the 2022 Consumer Confidence Report which is due to be provided to Newport Resort Water System customers by July 1, 2023.

• **Subsection F. Chlorine Residual Monitoring**

The water system failed to collect and/or report results of residual chlorine leaving the treatment facility from April 21 through May 21, 2022. This is a violation of rule 0400-45-01-.40. You were notified of the violation and provided with a template and instructions for the public notice on June 23, 2022 via e-mail. You were instructed to provide a public notice to customers via hand delivery or direct mail, as well as posting the notice at the marina and campground within 30 days of being notified of the violation.

Bridget Wilhite, Esq.  
Administrator  
July 8, 2022  
Page 3

**6. Section 6: Finished Water Storage**

• **Subsection A. Adequate Storage**

According to 0400-45-01-.17 (14) All water systems serving 50 or more connections are required to have 24 hours of storage to meet average daily demand based on the last 12 months. Based on the last 12 months of operational records, the water system's average daily demand is 21,800 gallons. The water system currently has 10,000 gallons of storage capacity. Additional storage is needed to meet the requirements of the rule.

**7. Section 8: Distribution System and Cross Connection Controls**

• **Subsection E. Map of the Distribution System**

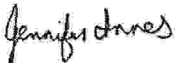
According to 0400-45-01-.17 (15), all water systems serving 50 or more connections must maintain an updated map of the distribution system including the location of water mains, the size of water mains, as well as the location of valves, blow offs, and hydrants. An updated map is due to be submitted to the Division once every 5 years.

**General Observations, Comments, and Other Recommendations**

1. Newport Resort Water System has 50 connections serving an estimated population of 130. The number of required bacteriological samples taken from the distribution system will remain at one (1) per month.
2. The chlorine residual was measured at 1.1 mg/L during the survey which is within the State approved range of 0.2- 4.0 mg/L.

This office extends its appreciation for your assistance during the sanitary survey. If you have any questions or need additional information, please contact Ms. Jessica Rader at (423) 714-6606 or [Jessica.Rader@tn.gov](mailto:Jessica.Rader@tn.gov).

Sincerely,



Jennifer Innes, Program Manager  
Division of Water Resources  
Chattanooga Environmental Field Office

cc: Ms. Sophia DeMarse, TDEC-DWR, Central Office, via e-mail  
Mr. David E. Lewis. Certified Operator, via e-mail







**STATE OF TENNESSEE**  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**  
**Division of Water Resources**  
**Chattanooga Environmental Field Office**  
1301 Riverfront Parkway, Suite 206  
Chattanooga, Tennessee 37402

**Drinking Water Monitoring Program**  
**Newport Resort Water System**  
**August 2022**

**I. Finished Water**

- A. Record the amount of water pumped to the system each day.
- B. Collect a representative sample throughout the distribution system each day.
- C. Analysis
  - 1. Chlorine Residual (free)
  - 2. Collect (1) bacteriological sample each month to be sent to a State Certified Laboratory.



## Sanitary Survey Rating

PWSID: TN0000657

Water System Name: Newport Resort Water System

Survey Date: 21-Jun-22

System Category (Points): 421  
488  
599

421 - Consecutive Systems/Distribution Only  
488 - Treatment Systems/Wholesalers  
599 - Both Treatment and Distribution

### 1. System Management and Operation (94)

	Requirement	Points Range	Deduction	Comments
A.	Record Keeping 0400-45-01-.20	(0)	Narrative	Some records were not available during the survey, but were submitted by the former operator electronically after the survey.
B.	Construction Projects 0400-45-01-.05, 0400-45-01-.17	(1-5)		NA
C.	Submission of Monthly Operations Reports 0400-45-01-.17	(0)	Narrative	April 2022 MOR was not submitted. May 2022 MOR was partially completed.
D.	Reporting Requirements 0400-45-01-18	(4-30)		
E.	Public Notification 0400-45-01-.19	(3-10)		In compliance
F.	Facility Maintenance Fee	(0)	Narrative	In compliance
G.	Enforcement - TCA §68-221-701 et seq	(4-10)		In compliance
H.	Emergency Operations Plan 0400-45-01-.17	(3)		In compliance plan revised 4.16.2020
Deficiency Subtotal			0	

### 2. Operator Compliance (23)

	Requirement	Points Range	Deduction	Comments
A.	Certified Operator – Plant and Distribution System 0400-45-01-.17(1) and 0400-49-01- 04	(3-15)	7	David Lewis, WT4 DS-1- required, but position is vacant.
Deficiency Subtotal			7	

### 3. Source (25)

	Requirement	Points Range	Deduction	Comments
A.	Source Adequacy 0400-45-01-.02, .05, .16, .17(13) and .34(3)	(3-5)		In compliance
B.	Intake 0400-45-01-.05, .17	(2)		NA
C.	Wellhead/Springbox Construction 0400-45- 01-.05(12), 16 and 17(3) and (16)	(2)	2	Unable to evaluate well construction during the survey. Well is in sealed concrete vault.
D.	Source Protection Plans 0400-45-01-.34	(1-2)		In compliance. Updated in March 2020.
Deficiency Subtotal			2	

#### 4. Treatment (153)

	Requirement	Points Range	Deduction	Comments
A.	Aerator 0400-45-01-.05, .17	(2)		NA
B.	Chemicals / Chemical Feeders 0400-45-01-.05 (8) and .17,36	(2)		In compliance
C.	Mixing 0400-45-01-.02, .05, .17	(2)		NA
D.	Flocculation 0400-45-01-.02, .05, .17	(2)		NA
E.	Sedimentation 0400-45-01-.02 .05, .17	(2)		NA
F.	Filtration / Alternative Technology 0400-45-01-.17(12) and (27)	(2-30)		NA
G.	Re-Wash / Filter-to-Waste 0400-45-01-.17(35)	(2)		NA
H.	Turbidimeters / Calibration 0400-45-01-.05(11), .17, .31, .39	(2-4)		NA
I.	Disinfection/Calibration 0400-45-01-.02, .17, .31, .36	(2-30)		In compliance
J.	Disinfection Contact Time 0400-45-01-.02, .17,31	(2-4)		In compliance
K.	Master Meter 0400-45-01.17(2) and (3)	(1-2)		NA
L.	Maintenance of Equipment, Buildings and Grounds 0400-45-01-.02, .17(3), (17) and (19)	(1)	1	Door to the treatment room needs to be reinforced and secured to prevent tampering/vandalism.
M.	Laboratory Facilities 0400-45-01-.02, .14, .17(3)	(1-3)		In compliance
N.	Safety 0400-45-01-.02	(2)	2	Electrical wires in the treatment room need to be in conduit.
O.	Sludge Handling/Backwash Handling 0400-45-01-.05	(2)		NA
P.	Sanitary Conditions 0400-45-01-.17(17)	(2)		In compliance
Q.	Fluoridation Techniques 0400-45-01-.06, .12, .17	(2)		NA
R.	Design Capacity 0400-45-01-.05(10)	(2-4)		In compliance
S.	Filter Backwash Recycling 0400-45-01-.31(9)	(1)		NA
Deficiency Subtotal			3	

## 5. Monitoring, Data Verification and Compliance (175)

	Requirement	Points Range	Deduction		Comments
A.	Laboratory-Process Monitoring (excluding Turbidity and Chlorine Residual) 0400-45-01-17(3)	(2-4)		In compliance	
B.	Bacteriological Monitoring	(3-6)	3	Failure to monitor for total coliform bacteria in April 2022.	
C.	Bacteriological Compliance 0400-45-01-.06	(4-7)		In compliance	
D.	Turbidity Monitoring	(2-3)		NA	
E.	Turbidity Compliance	(4-7)		NA	
F.	Chlorine Residual Monitoring 0400-45-01-.17,31,36, 40	(2-3)	3	Failure to monitor chlorine residual for all of April and through May 20, 2022.	
G.	Primary Chemicals Monitoring	(2-3)		In compliance	
H.	Primary Chemicals Compliance	(4)		In compliance	
I.	Lead and Copper Monitoring 0400-45-01-.33	(2-3)		In compliance	
J.	Lead and Copper Action Level 0400-45-01-.33	(3-5)		In compliance	
K.	Disinfection/Disinfection By-Products and Precursors Monitoring 0400-45-01-.36, .37, .38	(2-3)		In compliance	
L.	Disinfection/Disinfection By-Products and Precursors Compliance 0400-45-01-.06, .36	(2-30)		In compliance	
M.	Secondary Chemicals 0400-45-01-.12	(2)		In compliance	
N.	Secondary Chemicals Compliance 0400-45-01-.12	(3)		In compliance	
O.	Cryptosporidium Monitoring 0400-45-01-.39	(0)	Narrative	In compliance	
Deficiency Subtotal			6		

## 6. Finished Water Storage (25)

	Requirement	Points Range	Deduction		Comments
A.	Adequate Storage 0400-45-01-.17(14)	(3-15)	4	Additional storage is needed.	
B.	Inspection and Maintenance of Reservoirs, Tanks and Clearwell 0400-45-01-.17(16), (17), (33) and (34)	(1-10)		In compliance	Tank inspected in 2020.
Deficiency Subtotal			4		

**7. Pumps, Pump Facilities and Controls (18)**

	Requirement	Points Range	Deduction	Comments
A.	Pump Facilities 0400-45-01-.17(9) and (13)	(1-4)		In compliance
B	Maintenance of Pumping Equipment 0400-45 - 01-.17(13)	(1-3)		In compliance
Deficiency Subtotal			0	

**8. Distribution System and Cross Connection Controls (86)**

	Requirement	Points Range	Deduction	Comments
A.	Notification, Inspection, Disinfection and Sample Collection of New or Existing Facilities 0400-45-01-.17(8), (19)	(3-5)		In compliance
B	Flushing Program / Blow Offs 0400-45-01-.17(10) and (23)	(3-4)		In compliance
C.	Fire Hydrants 0400-45-01-.17(18)	(0)	Narrative	In compliance
D.	Adequate Pressure 0400-45-01-.17(9)	(5)		In compliance
E.	Map of Distribution System 0400-45-01-.17(15)	(3)	3	Distribution system map required.
F.	Approved Cross Connection Policy or Ordinance and Plan 0400-45-01-.17(6)	(4)		In compliance
G.	Working Cross Connection Program 0400- 45-01-.17(6)	(3-9)		In compliance
H.	Percent Estimated Water Loss( real loss/water produced)	(0)	Narrative	
Deficiency Subtotal			3	

**Rating**

95% - 100% Approved  
 90% - 94% Provisionally Approved  
 0% - 89 % Unsatisfactory

Total Deficiency Points	-25
Overall Rating	574
	95.83%

Inspectors Signature

**Jessica Rader** Digitally signed by Jessica Rader  
 Date: 2022.07.06 14:15:19 -04'00'

**Additional Comments/Explanation:**

Following the death of Mrs. Ancil Newport in 2019, and subsequent legal proceedings, the Newport estate which includes the water system, was placed under a probate administrator. Ms. Becky Newport, the systems former certified operator was advised by her attorney to cease operation of the water system on April 21, 2022. She did notify the Division on that day that she would no longer be serving as the system's operator and she supplied the name of the attorney for the case. The probate administrator, Ms. Bridget Wilhite, Esq. was appointed on May 16, 2022 and she hired a certified water treatment operator, Mr. David Lewis on May 21, 2022 to operate the water system. Mr. Lewis began documenting chlorine residual leaving the water treatment plant on May 21, 2022.

## **EXHIBIT 30**

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

**IN RE:** )  
 )  
**JOINT APPLICATION OF LIMESTONE** )  
**WATER UTILITY OPERATING** )  
**COMPANY, LLC, AND BRIDGET J.** )  
**WILLHITE, AS ADMINISTRATOR CTA** )  
**OF THE ESTATE OF GLENNA** )  
**NEWPORT, FOR APPROVAL OF THE** )  
**ACQUISITION OF AND TO OPERATE** )  
**THE NEWPORT RESORT WATER** )  
**SYSTEM, AND TO TRANSFER OR ISSUE** )  
**A CERTIFICATE OF PUBLIC** )  
**CONVENIENCE AND NECESSITY** )

**DOCKET NO. 24-**\_\_\_\_\_

---

**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.

**IT IS HEREBY ORDERED.**

---

Hearing Officer

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

<b>IN RE:</b>	)	
	)	
<b>JOINT APPLICATION OF LIMESTONE</b>	)	
<b>WATER UTILITY OPERATING</b>	)	
<b>COMPANY, LLC, AND BRIDGET J.</b>	)	
<b>WILLHITE, AS ADMINISTRATOR, CTA</b>	)	
<b>OF THE ESTATE OF GLENNA</b>	)	<b>DOCKET NO. 24-</b> _____
<b>NEWPORT, FOR APPROVAL OF THE</b>	)	
<b>ACQUISITION OF AND TO OPERATE</b>	)	
<b>THE NEWPORT RESORT WATER</b>	)	
<b>SYSTEM, AND TO TRANSFER OR ISSUE</b>	)	
<b>A CERTIFICATE OF PUBLIC</b>	)	
<b>CONVENIENCE AND NECESSITY</b>	)	

---

**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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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:

Shilina B. Brown, Esq.  
Assistant Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Shilina.Brown@ag.tn.gov](mailto:Shilina.Brown@ag.tn.gov)

Victoria B. Glover, Esq.  
Assistant Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Victoria.Glover@ag.tn.gov](mailto:Victoria.Glover@ag.tn.gov)

This the 8<sup>th</sup> day of May 2024.

  
\_\_\_\_\_  
Katherine Barnes