

BUTLER | SNOW

November 26, 2024

VIA ELECTRONIC FILING

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

Electronically Filed in TPUC Docket Room
on November 26, 2024 at 3:50 p.m.

RE: *Petition of Limestone Water Utility Operating Company, LLC to Increase Charges, Fees and Rates and for Approval of a General Rate Increase and Consolidated Rates, TPUC Docket No. 24-00044*

Dear Chairman Jones:

Attached for filing please find *Limestone Water Utility Operating Company, LLC's Responses to Second Set of Discovery Requests of the Consumer Advocate* in the above-captioned matter.

Please note that some responses and attachments contain **CONFIDENTIAL INFORMATION** and are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of these responses and attachments are attached.

As required, the original plus four (4) hard copies will follow. 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

clw

Attachments

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

*The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201*

KATHERINE B. BARNES
615.651.6797
katherine.barnes@butlersnow.com

*T 615.651.6700
F 615.651.6701
www.butlersnow.com*

BUTLER SNOW LLP

91015202.v1

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

**PETITION OF LIMESTONE WATER)
UTILITY OPERATING COMPANY,)
LLC, TO INCREASE CHARGES, FEES)
AND RATES AND FOR APPROVAL)
OF A GENERAL RATE INCREASE)
AND CONSOLIDATED RATES)**

DOCKET NO. 24-00044

**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC’S RESPONSES
TO SECOND SET OF DISCOVERY REQUESTS OF THE CONSUMER ADVOCATE**

Limestone Water Utility Operating Company, LLC (“Limestone”), by and through counsel, hereby submits its Responses to the Second Set of Discovery Requests propounded by the Consumer Advocate Division of the Attorney General’s Office (“Consumer Advocate” or “CAD”).

GENERAL OBJECTIONS

1. Limestone objects to all requests that seek information protected by the attorney-client privilege, the work-product doctrine and/or any other applicable privilege or restriction on disclosure.

2. Limestone objects to the definitions and instructions accompanying the requests to the extent the definitions and instructions contradict, are inconsistent with, or impose any obligations beyond those required by applicable provisions of the Tennessee Rules of Civil Procedure or the rules, regulations, or orders of the Tennessee Public Utility Commission (“TPUC”).

3. The specific responses set forth below are based on information now available to Limestone, and Limestone reserves the right at any time to revise, correct, add to or clarify the objections or responses and supplement the information produced.

4. Limestone objects to each request to the extent that it is unreasonably cumulative or duplicative, speculative, unduly burdensome, irrelevant or seeks information obtainable from some other source that is more convenient, less burdensome or less expensive.

5. Limestone objects to each request to the extent it seeks information outside Limestone's custody or control.

6. Limestone's decision, now or in the future, to provide information or documents notwithstanding the objectionable nature of any of the definitions or instructions, or the requests themselves, should not be construed as: (a) a stipulation that the material is relevant or admissible, (b) a waiver of Limestone's General Objections or the objections asserted in response to specific discovery requests, or (c) an agreement that requests for similar information will be treated in a similar manner.

7. Limestone objects to those requests that seek the identification of "any" or "all" documents or witnesses (or similar language) related to a particular subject matter on the grounds that they are overbroad and unduly burdensome and exceed the scope of permissible discovery.

8. Limestone objects to those requests that constitute a "fishing expedition," seeking information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence and is not limited to this matter.

9. Limestone does not waive any previously submitted objections to the Consumer Advocate's discovery requests.

RESPONSES TO SECOND SET OF DISCOVERY REQUESTS

- 2-1. Revenues.** Refer generally to the Company's responses to Consumer Advocate DR Nos. 1-2, 1-3-1-4, 1-5, 1-7, 1-9, 1-11, 1-13 and 1-15 regarding historical billing determinants.

The Company's responses to these requests state in part, as follows:

Please note that the Company converted Billing Software in June 2022 so historical data beyond that does not appear at the level of granularity requested. All information prior to July 2022 is shown as "TN-Conversion Service" and does not distinguish between water, sewer, miscellaneous charges, etc.

Next, refer to Paragraph 15 of Stipulation & Settlement Agreement in TPUC Docket No. 21-00053 regarding the Company's acquisition of Cartwright Creek, LLC which reads as follows:

The Parties agree that, at closing, Cartwright Creek shall transfer to Limestone complete copies of Cartwright Creek's accounting records for the two calendar years immediately preceding the date of acquisition as well as the complete year-to-date accounting records for the calendar year in which closing occurs. Limestone shall maintain these records intact at least through completion of its first rate proceeding before the Commission.

Next respond to the following:

- a. Explain clearly why the monthly billing determinant data prior to July 2022 is no longer available given that this information existed and was readily available for use in other dockets from the previous utility owners prior to the acquisition by Limestone.
- b. Has the Company discarded or destroyed the monthly billing determinant data prior to July 2022?
- c. If the billing determinant data is available only in the previous billing system, then provide the information in that format from January 2020 through July 2022.
- d. Given the Company's assertion that monthly billing determinant data is unavailable prior to July 2022, explain how the Company has not violated the terms of its previous CCN Orders requiring accounting records to be retained for two calendar years preceding the date of the acquisition through the completion of the first rate proceeding before the Commission.

RESPONSE: At the time of acquisition, Limestone requests all relevant accounting records and documentation from the seller to ensure a thorough understanding of the

acquired entity's financial and operational position. This typically includes standard accounting documents such as the general ledger, income statements, balance sheets, cash flow statements, and other core financial records. However, depending on the sophistication and record-keeping practices of the selling utility, we may not receive all requested information, including billing determinants.

Billing determinants—detailed data reflecting specific customer usage metrics and calculations— are generally not considered part of core accounting records, and, as such, were not specifically requested from sellers.

Limestone Water has reached out to all of the selling entities as of 11/15/2024 to request historical billing determinants and will supplement the prior data request responses if such information is provided.

2-2. Revenues. Refer generally to the Company's tariff for Cartwright Creek that was provided in response to Consumer Advocate DR No. 1-1. Specifically, refer to the Commercial tariff rates for all properties and note that the current rate is \$8.75 per 1,000 gallons per month with a minimum monthly charge of \$37.00.

Next, refer to the <Transaction Detail Report – All Data -CONFIDENTIAL> spreadsheet, "Transaction Detail Report" tab included with the Company's response to Consumer Advocate DR No. 1-2. Specifically, query "Batch Type" to Bill and "Service" to TN-CC Comm Sewer. Note that almost all charges for all months for all accounts equal \$37.00. This results in revenue of approximately \$1,900 per month or \$22,438 for the 12-month test period ending April 2024.

Finally, refer to the attached quarterly report of Cartwright Creek for September 2021¹ which was filed just prior to the acquisition by Limestone. Specifically, notice the 12 month-to-date Commercial Sales revenues on this report of \$78,747, which is significantly greater than the Limestone recorded amounts for the test period of \$22,438.

Provide the following information related to the referenced data:

- a. Has Limestone charged the Commercial customers of Cartwright Creek based on usage as required by the tariff?
- b. If Limestone has charged the Commercial customers of Cartwright Creek based on usage then provide a reconciliation between the “Transaction Detail Report” and the amount billed to each customer from January 2022 through the most recent month available.
- c. If Limestone has not charged the Commercial customers of Cartwright Creek based on usage, then provide an explanation as to why Limestone has deviated from its tariff.
- d. If Limestone has not charged the Commercial customers of Cartwright Creek based on usage, then provide a pro forma rate case adjustment that takes this omission into account.

RESPONSE:

- a. Because the system, as acquired, had no way to measure actual usage, Limestone Water has been charging commercial customers the base charge of \$37 per the tariff (or 0 assumed flow).**
- b. Please see the Company’s response to subpart a above.**
- c. Limestone utilized an assumed flow of 0 for commercial customers due to the fact that it did not have any approved methodology for estimating flow for each commercial type. Rather than over-charge any particular customer due to a lack of relevant data, the Company limited its billings to the base charge in the tariff.**

¹ CA Attachment 2-2.

d. The Company believes that its proposal to utilize ERUs for the various commercial types represents an “assumed usage” component that can be identified in Exhibit AJS-5 of Aaron Silas’ Direct Testimony. Alternatively, the Company has utilized the same methodology it utilized in assigning ERUs to estimate assumed usage for all Cartwright Creek customers. For the sake of this calculation, the Company utilized a daily residential flow of 300 gallons per day as identified in Exhibit AJS-3. This resulted in monthly usage revenues from Cartwright Creek commercial customers of \$6,671.75 (or annual revenues of \$80,060.96). The Company would seek to get the Commission’s approval of this methodology prior to charging its customers the increased amount.

2-3. Revenues. Refer to the <Transaction Detail Report – All Data -CONFIDENTIAL> spreadsheet, the “Transaction Detail Report” tab included with the Company’s response to Consumer Advocate DR No. 1-2. Specifically, query “Batch Type” to Pay and “Service” to TN-Inspection Fee which shows \$6,250 in Inspection Fees from August 2022 through May 2024. Provide the anticipated number of monthly Inspection Fees that the Company expects to receive by Service Area from January 2025 through December 2026.

RESPONSE: Limestone Water has not projected monthly Inspection Fees by service area from January 2025 through December 2026. As indicated in the testimony of Mr. Thies, Limestone Water believes that the historic test period is representative of ongoing operations and does not have any projections of growth that would be necessary to project Inspection Fees beyond those recorded during the test period.

2-4. Revenues. Refer to the <Transaction Detail Report – All Data -CONFIDENTIAL> spreadsheet, the “Transaction Detail Report” tab included with the Company’s response to Consumer Advocate DR No. 1-2. Specifically, query “Batch Type” to Pay and “Service” to TN-Connect Fee which shows \$326,600 in Connection Fees from August 2022 through May 2024. Provide the anticipated number of monthly Connection Fees that the Company expects to receive by Service Area from January 2025 through December 2026.

RESPONSE: Limestone Water has not projected monthly Connect Fees by service area from January 2025 through December 2026. As indicated in the testimony of Mr. Thies, Limestone Water believes that the historic test period is representative of ongoing operations and does not have any projections of growth that would be necessary to project Connect Fees different than those recorded during the test period.

2-5. Revenues. Refer to the <Transaction Detail Report – All Data -CONFIDENTIAL> spreadsheet, the “Transaction Detail Report” tab included with the Company’s response to Consumer Advocate DR No. 1-2. Specifically, query “Batch Type” to Pay and “Service” to TN-Tap Fee which shows \$13,225 in Tap Fees from August 2022 through May 2024. Provide the anticipated number of monthly Tap Fees that the Company expects to receive by Service Area from January 2025 through December 2026.

RESPONSE: Limestone Water has not projected monthly Tap Fees by service area from January 2025 through December 2026. As indicated in the testimony of Mr. Thies, Limestone Water believes that the historic test period is representative of ongoing operations and does not have any projections of growth that would be necessary to project Tap Fees different from those recorded during the test period.

2-6. Provide the individual CIAC for each operating system and provide the original amount on the books at the time of the acquisition and the current balances.

RESPONSE: Please see CONFIDENTIAL attachment "DR 2-6 CIAC – CONFIDENTIAL."

2-7. For each operating system:

- a. Provide the original booked values for land and land rights on the selling company's books;
- b. Identify any increases in those values after the system was acquired;
- c. Provide all appraisals used for values in the rate base; and
- d. Identify all regulatory proceedings in which appraisals were accepted as the appropriate land values in Tennessee.

RESPONSE:

- a. Please see CONFIDENTIAL attachment "DR 2-7 Land – CONFIDENTIAL."
- b. Please see CONFIDENTIAL attachment "DR 2-7 Land – CONFIDENTIAL."
- c. Limestone did not use appraisals for values included in rate base.
- d. Limestone objects to this Request to the extent that it seeks information that is equally obtainable by the CAD from public or other sources or through some other means of discovery that is more convenient, less burdensome, or less expensive.

2-8. Provide a list of all contractors providing services for the service areas in Tennessee.

RESPONSE: Limestone utilizes contractors from Tool Slingers, BAR Environmental, and G&C at its Aqua Utilities, Candlewood Lakes, and Shiloh Falls facilities. Additionally, Limestone utilizes contractors from BAR Environmental, Southern Sales, John Bouchard

and Sons, Wascon, Cambrian at its Hideaway, Chapel Woods, Grassland, Hardeman Springs, and Arrington Retreat facilities.

2-9. Provide a list of all individuals who are working for those contractors and providing services for the service areas in Tennessee.

RESPONSE: Limestone objects to this Request to the extent that it seeks information that is not in Limestone's custody or control. Subject to and without waiving the foregoing objections, Limestone states that the only list of individuals it currently has access to is BAR Environmental. Generally, contractor services include comprehensive repair and replacement of all water and wastewater equipment, as needed, at Limestone's facilities. Limestone has formally requested a list of individuals working for the remaining contractors and will supplement this its responses if such information is provided. Please see attachments:

- Attachment "DR 2-9 - BAR Environmental Contractors," containing a list of individuals working for BAR Environmental.
- Attachment "DR 2-9 – TN Operators," containing a list of on-site operators at Limestone's facilities who assist with services provided by the contractors.

2-10. Provide the names of the individuals that provide services for each system in Tennessee.

RESPONSE: Please see the following list of individuals who provide services at each of Limestone's facilities:

- Shiloh Falls, Aqua Utilities, Candlewood, and Riverstone: Lynn Starrett, Chad Keeton, Josh Hester, Mark Rodgers, and Dana Douglas

- **Hideaway, Chapel Woods, Grassland, Hardeman Springs, and Arrington Retreat: Kenneth Rollins, Glenn "Tom" Summers, Lynn Starrett, Chad Keeton, and Dana Douglas**
- **Lakeside Estates: Steve Elkins, Lynn Starrett, and Dana Douglas**

2-11. How are chemicals and supplies purchased for each system? Are the purchases made by one individual? Are purchases made locally? Are there bulk purchases that enable economies of scale? If so, please provide estimates of the savings.

RESPONSE: Purchases for chemicals and supplies are made by Clearwater Solutions' staff from various suppliers across the state, ensuring both flexibility and support for local businesses. Under Limestone Water's guidance, Clearwater Solutions actively seeks opportunities for bulk purchasing to maximize cost savings and operational efficiency. While savings through bulk purchasing are realized, Limestone Water's facilities are not currently equipped with bulk tanks for bulk product delivery. Nevertheless, Limestone Water believes that its purchasing approach reflects a balanced strategy that supports local economies while minimizing costs wherever feasible.

2-12. Explain the process used to complete capital projects. Are the capital projects subject to bid?

RESPONSE: The process for completing operations and maintenance capital projects is structured to ensure accountability and alignment with CSWR and Limestone Water operational priorities. When Limestone Water acquires its facilities, capital projects are focused on addressing the current condition of the facility and the immediate needs of

the facility, particularly essential repairs to ensure the facility adequately operates to ensure safe and reliable water and wastewater services to its customers.

These initial operations and maintenance capital projects are typically addressed as soon as Limestone Water owns and operates the facility. Each larger scale project, which are oftentimes deferred until Limestone Water has owned and operated a system for a period of time, begins with an evaluation by multiple departments at CSWR to determine the scope, justification, and estimated costs associated with these projects. If these projects are deemed necessary and are cost-justified, the projects then proceed. For a more detailed overview of the operational improvements and upgrades to Limestone Water's facilities, please refer to the Direct Testimony of Mr. Thomas.

For projects large enough to warrant a formal competitive bidding process, the initial step involves CSWR issuing a Request for Qualification (RFQ) followed by a Request for Proposal (RFP) for potential bidders who satisfactorily complete the RFQ process.

RFQ

To identify potential bidders for construction projects, CSWR primarily relies on recommendations from its third-party engineering consultants, who are usually locally based. This approach is particularly important when CSWR first enters a new market. CSWR has strict insurance requirements, which generally align with medium to large contractors, and also seeks contractors that have a lower cost structure, established safety programs, and a sufficient workforce to complete projects on time and within budget. Contractors that successfully pass this vetting process are then added to an approved bidder list for the areas they serve.

RFP

CSWR uses Building Connected and Autodesk preconstruction software to advertise construction projects. Contractors on a state-specific bid list receive an email invitation with a link to the project, where they can access engineering plans, project specifications, bid forms, and other relevant materials. Through Building Connected, contractors can also communicate with the project team by submitting Requests for Information to clarify project details.

Contractors who make it through the RFQ process are then sent a bid package, which requires a formal, written response. Please see CONFIDENTIAL attachment “DR 2-12 TN RFP Example - CONFIDENTIAL,” for an example of a bid package sent by Limestone Water. Once bid packages are assembled, reviewed, and approved by the third-party engineering consultant, CSWR, and the appropriate environmental body (in Tennessee, TDEC), the bid packages are sent out to the approved contractors in the area of the project requesting bids for the proposed scope of work. CSWR believes that utilizing third-party engineering firms is essential in evaluating bids because those firms provide an independent, expert review of bid packages to ensure accuracy, completeness, and align with the process specifications.

Once written bids are received, they are evaluated by CSWR personnel and its third-party construction management partner for cost and completeness. CSWR requires the contractors to include key metrics in their bid form, such as their Experience Modification Rate (EMR), Recordable Incident Rate (RIR), and bonding information. These metrics help CSWR and its construction management partner to assess contractor safety, performance, reliability, and overall risk.

The lowest cost, responsive, responsible bidder is typically chosen to perform the construction project. Upon internal acceptance of the proposal and scope, CSWR's construction management partner enters a contract with the performing contractor and manages the project to completion.

By following this two-step process for capital projects, CSWR is able to ensure the best quality service at the fairest cost to customers.

2-13. Explain how the time is allocated and recovered for company executives.

RESPONSE: Executive compensation is totaled monthly, with a designated percentage allocated to business development, which is then removed. The remaining portion of the executives' compensation is then allocated to Limestone according to the quarterly allocation factors determined in accordance with the Cost Allocation Manual and included in the total "Payroll and Employee Cost" in the overhead allocation.

2-14. How much executive time is spent on acquiring new service areas?

RESPONSE: The portion of business development salary for executives that is associated with acquiring new service areas is excluded from the payroll allocation. None of their time spent on acquiring new service areas is allocated to Limestone.

2-15. Who is monitoring the remote monitoring feedback? If a contractor is providing these services, provide documentation of the cost savings from not having an employee perform these services.

RESPONSE: The remote monitoring data is monitored by Limestone Water's Regional Manager and Limestone Water's O&M partner. The Regional Manager, the O&M partner's State Director, and its Area Supervisor receive daily reports for the monitored facilities, and the O&M staff are notified when facilities fall outside the thresholds set for key performance parameters. Both the O&M staff and the Regional Manager have 24/7 access to review and monitor the remote monitoring units.

2-16. For each acquisition, provide the legal fees for the acquisition and regulatory process.

What adjustments have been made in rates for these costs?

RESPONSE: Please see **CONFIDENTIAL** attachment "DR 2-16 Legal Fees – **CONFIDENTIAL.**" There have been no adjustments made in rates for these costs. As described in the Testimony of Mr. Thies, starting on page 20, the Company seeks to recover some of these costs in this case.

2-17. Provide supporting documentation or evidence that single tariff pricing helps to encourage the acquisition of small, troubled water and wastewater systems.

RESPONSE: Limestone Water believes that single tariff pricing immensely helps to encourage the acquisition of small, troubled water and wastewater systems because it mitigates "rate shock," which oftentimes complicates and disincentivizes such acquisitions for the potential buyer, regulators, and customers. Small and distressed systems often suffer from years of neglect, deferred maintenance, and/or compliance violations due to insufficient funding. When these systems are purchased by companies with technical and managerial experience and expertise required to competently operate utility systems and that have

access to capital required to replace, upgrade, and improve those systems, oftentimes significant increases in operating costs and rate base can combine to create a need for substantially increased rates. Unless these increases can be consolidated over entirety of Limestone Water’s Tennessee service area, customers served by systems with small customer bases and/or above-average investment requirements could see disproportionately higher rate increases, For example, as discussed in the testimony of Mike Duncan, if wastewater rates were established on a system-specific basis for Aqua Utilities, the monthly rates would be \$149.82 as opposed to \$83.84.

In states outside Tennessee where Limestone Water’s affiliates operate, regulators have uniformly embraced the benefits consolidated rates. For example, in its Docket No 54565, the Public Utility Commission of Texas (PUCT) found the following facts regarding consolidated rates:

- “Consolidation of systems can create economies of scale and larger customer bases so that customers can afford the benefits and share the costs of being served by a more capable utility.”
- “Consolidation of the requested systems is in the public interest because it promotes affordability and mitigates rate impacts to customers over the short term and long term.”
- “Consolidation of the requested systems aligns with the Commission's objective to expedite the acquisition, consolidation, and improvement of distressed water and sewer utilities and promotes conservation.”²

² Docket No. 54565, Application of CSWR-Texas Utility Operating Company, LLC for Authority to Change Rates (PUCT June 13, 2024), final Order at 15-16 (Findings of Fact).

Similarly, in its Case No. 2020-00290, the Kentucky Public Service Commission (KYPSC) stated that “there are reasons for approving a unified rate as opposed to a single rate for each system, including that a unified rate is likely to promote regionalization, which should drive down costs in the long term by allowing utilities to take advantage of economies of scale, and that a unified rate will serve to levelized rates in the long term so that each system will not experience a significant rate shock every time it requires significant investment or some unexpected cost, which all systems will experience at some point.”³

Finally, as noted in the Arizona Corporation Commission (AZCC), Decision No. 75656,⁴ the Commission provides critical insights into how single tariff pricing can encourage the acquisition of small, troubled water and wastewater systems. As noted in Policy Statement No. 5 – the Consolidation of Small Water Utilities, the Commission generally encourages and is in favor of allowing jointly owned water and wastewater utilities to adopt a single rate design and/or merge into a single entity.

2-18. Provide a copy of the Equivalent Residential Units derived from the Tennessee Department of Environment and Conservation “Plans Review and Approval of Sewage Works Construction Plans and Documents.” Refer to sheet 4 of the proposed tariffs.

RESPONSE: Please see the attachment labeled “DR 2-18 ERU Summary.”

³ Case No. 2020-00290, Electronic Application of Bluegrass Water Utility Operating Company, LLC for an Adjustment of Rates and Approval of Construction (Ky. PSC Aug. 2, 2021), final Order at 13).

⁴ Docket No. W-00000C-16-0151, Decision No. 75626, Arizona Corporation Commission Investigation Into Potential Improvements To Its Water Policies.

2-19. Refer to the response to Consumer Advocate DR No. 1-27 < DR 27 - CSWR Allocated Costs – CONFIDENTIAL> spreadsheet, tab “CSWR Expense Detail” and provide answers to the following:

- a. Provide the insurance policy for Crane Insurance, Zurich American Insurance, Missouri American Mutual, Willis Towers Watson; and
- b. Identify all expenses relating to charitable contributions, association memberships, sponsorships, fundraisers along with the rationale for inclusion of these costs within the allocable expenses to Limestone from CSWR.

RESPONSE:

a. Please see below for a response to each insurance vendor in question.

- i. Crane Insurance - There is no policy for Crane Insurance. Crane Insurance is the insurance broker that placed the property and general liability policies outlined in response to DR 1-38.**
- ii. Zurich American Insurance - CSWR has reached out to Zurich American Insurance and will supplement this response once the information becomes available.**
- iii. Missouri Employers Mutual - Please see CONFIDENTIAL attachment "DR 2-19 MEM – CONFIDENTIAL," for the policy for workers compensation insurance.**
- iv. Willis Towers Watson - Willis Towers Watson is the insurance broker who placed the Directors and Officers insurance policy held by Chubb. Please see CONFIDENTIAL attachment "DR 2-19 Chubb D&O – CONFIDENTIAL."**

b. All costs relating to these expenses have been excluded from the allocable expenses to Limestone.

2-20. Refer to the Company's confidential responses to Consumer Advocate DR Nos. 34 and 60 and respond to the following:

- a. Clarify if Brad Thibault is Limestone Regional Manager or Director of Asset Management;
- b. Provide the job descriptions and responsibilities for both of those positions;
- c. When was this employee reclassified and to which position was they reclassified to;
- d. Did the employee's duties change due to this reclassification; and
- e. Provide a breakdown of the hours by project/system during the Test Year.

RESPONSE:

- a. **Brad Thibault was the Regional Manager for Limestone Water and also served as Director of Asset Management through 9/30/24. As of 9/30/24, Mr. Thibault's only role is Director of Asset Management.**
- b. **Please see CONFIDENTIAL attachment "DR 2-20b Job Descriptions – CONFIDENTIAL."**
- c. **Mr. Thibault held a dual role until 9/30/24 and now only holds the position of Director of Asset Management.**
- d. **The only change to Mr. Thibault's duties is that as of 9/30/24 he no longer performs any duties for the Regional Manager role.**
- e. **The Company's employees do not allocate time by project/system. Instead, time is allocated only by subsidiary. The hours associated with the Regional Manager's duties in Tennessee during the test year were 828.5. The hours associated with the Director of Asset Management role were allocated per the overhead allocation factors determined in accordance with the Cost Allocation Manual.**

2-21. Refer to the Company's confidential response to Consumer Advocate DR No. 60.

Specifically, refer to line 13 "Director of Asset Management" and provide the following:

- a. The job description including responsibilities for this position;
- b. A breakdown of the hours by project/system during the Test Year; and
- c. Why this position drastically differs in % of base salary allocated than the other positions listed.

RESPONSE:

- a. Please see attachment provided in the Company's response to 2-20b.**
- b. The Company's employees do not allocate time by project/system. Instead, they allocate time only by subsidiary. The hours associated with the Director of Asset Management's role were allocated per the overhead allocation factors determined in accordance with the Cost Allocation Manual.**
- c. The Director of Asset Management's percentage allocation is higher because the employee in that position also held the role of Regional Manager of Limestone. During the Test Year, a greater number of hours were allocated to Limestone due to the responsibilities associated with the Regional Manager role.**

2-22. Refer to the Company's confidential response to Consumer Advocate DR No. 60.

Specifically, refer to line 8 "Regional Manager Missouri" and provide the following:

- a. The job description including responsibilities for this position; and
- b. A breakdown of hours by project/system during the Test Year.

RESPONSE:

- a. Please see attachment provided in the Company's response to 2-20b. All Regional Manager's job descriptions are the same.**
- b. The Company's employees do not allocate time by project/system. Instead, time is allocated only by subsidiary. The employee assigned as Regional Manager Missouri also held the role of EHS Compliance Coordinator, in which he performed duties in Tennessee through October 2023. The employee allocated 110 hours to Limestone Water in the test period while he held the role of EHS Compliance Coordinator.**

2-23. Refer to the Company's General Ledger Filed as MFG 8. Specifically, refer to the column labeled Service Area (no hierarchy) and answer the following:

- a. Confirm that there are three (3) Aqua systems shown under this column referencing Aqua (Aqua, Aqua W, and Aqua WW);**
- b. The operations are contained under each system ID; and**
- c. How the Company split the charges contained under Aqua between water and wastewater operations.**

RESPONSE:

- a. There are only two Aqua systems. The parent system (Aqua) is for costs attributable to both water and wastewater.**
- b. Aqua W is the water distribution system and Aqua WW is the wastewater treatment plant.**
- c. The charges booked to Aqua are split based on month-end water and sewer customer counts.**

2-24. The response to Consumer Advocate DR No. 1-38(b) is non-responsive. Provide a comprehensive explanation documenting how Limestone ratepayers benefit from each life insurance policy coverage given the existing deductible limits established for each policy. This discussion should include an explanation of the potential that an event could result in costs in excess of the insurance deductible limits provided in <DR 38 Deductibles – CONFIDENTIAL>.

RESPONSE: The policies provided in response to DR 1-38 are not life insurance policies. They are the property and general liability policies for the Company. Limestone ratepayers benefit from the company's property insurance policies through enhanced financial protection, stability, and cost efficiency at the CSWR level that Limestone on its own would not have. The Company's policies are designed to protect against a variety of risks, from natural disasters to accidental damage, and help ensure that Limestone can continue to operate without incurring substantial financial losses that would otherwise result in increased costs for ratepayers. CSWR's policies provide adequate protection for Limestone's assets, ensuring that ratepayers benefit from stable, reliable utility services without the burden of unexpected rate increases due to unforeseen events. The Company's main property insurance policy ensures replacement value of its assets and has a deductible of \$100,000. Catastrophic events such as a tornado cause major damage to the plant and could be in excess of the deductible.

2-25. The response to Consumer Advocate DR No. 1-38(c) is non-responsive. Are any of the insurance coverages obtained by CSWR and charged to Limestone duplicative of insurance coverages identified in the O&M Contractor agreement provided in response to Consumer

Advocate DR No. 1-36? If such coverages are not duplicative, provide a comprehensive explanation differentiating the two types of insurance costs being requested for recovery in this proceeding; once through the contractor O&M payments and the other allocated to Limestone from CSWR.

RESPONSE: None of the insurance coverage obtained by CSWR is duplicative of the coverage secured by the O&M Contractor. The coverage obtained by the O&M Contractor is specifically designed to address any liability directly related to the contractor's performance, including any errors, omissions, or actions resulting from their operational duties. This coverage protects both the contractor and Limestone Water in the event of issues arising from their work, such as accidents or damages caused by their personnel, equipment, or procedures. In contrast, the insurance coverage obtained by CSWR is intended to address events that fall outside the scope of the O&M contractor's operations or liability not attributable to the O&M contractor. This includes damage or losses that may result from external factors not directly related to the contractor's performance, such as natural disasters or other unforeseen events, or liability that arises from acts or omissions of CSWR's or Limestone Water's employees. CSWR's coverage ensures that any risks beyond the contractor's responsibilities are accounted for, providing comprehensive protection for all property. Both parties have separate insurance policies, ensuring full coverage without any duplicative cost.

2-26. Indicate whether Clearwater Solutions has elected to self-insure pursuant to the terms of its contract.

RESPONSE: Clearwater Solutions has not elected to self-insure pursuant to the terms of its contract.

2-27. Refer to the Company’s CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder “FA16760”, Invoice “Clearwater Solutions 28233 240301”:

- a. [REDACTED]
- b. As marked on [REDACTED] Invoice No. 757, did Central States Water pay the 4% convenience fee when making its payment to the subcontractor?
- c. [REDACTED]
- d. [REDACTED]

RESPONSE:

- a. [REDACTED] were hired to provide equipment, locate and assist with the waterline repair on Preserve Blvd in the Aqua Utilities water distribution system.
- b. No, Limestone Water did not pay the 4% convenience fee.
- c. [REDACTED]
[REDACTED]
- d. [REDACTED]
[REDACTED]

2-28. Refer to the Company’s CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder “FA16760”, Invoice “Clearwater Solutions

28233 240301". Differentiate and explain the work completed by ClearWater Solutions employees and subcontractor [REDACTED] on locating and repairing water leaks.

RESPONSE: [REDACTED] provided equipment such as a boom truck to pull large pumps and an excavator to assist with the waterline repair. The Clearwater Solutions employees provided assistance and oversight during the waterline repair process.

2-29. Refer to the Company's CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder "FA16760", Invoice "Clearwater Solutions 28233 240301". Explain the charge of [REDACTED] for an hour for administrative labor by Lynn Starrett to [REDACTED] on WO 273495472. Explain if Lynn Starrett [REDACTED] [REDACTED].

RESPONSE: This charge covers the development of additional Standard Operating Procedures (SOPs) for remote monitoring equipment, as well as protocols for the distribution and collection systems. Mr. Starrett also created [REDACTED] [REDACTED] [REDACTED].

2-30. Refer to the Company's CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder "FA16760", Invoice "Clearwater Solutions 28233 240301". Provide position title and certifications for the following employees:

- a. Joshua Hester;
- b. Chad Keeton;
- c. Mark Rodgers; and
- d. Lynn Starrett.

RESPONSE:

- a. Joshua Hester - Operator in Training**
- b. Chad Keeton - Operator DIS II, COL II**
- c. Mark Rodgers - Operator in Training**
- d. Lynn Starrett - West TN Area Supervisor, WTIII, DIS II, BNS**

2-31. Refer to the Company's CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42 and respond to the following:

- a. Explain the naming convention of the subfolders in "DR 42 - Capital Improvements" folder;
- b. Explain the duplicate invoices located in several different subfolders. For example: Invoice "Clearwater Solutions CMS_Capital_October Final_6of6 inv 25158 231101" is found in these 6 subfolders - FA16804, FA16814, FA16817, FA16819, FA16821, FA16822)
- c. Provide the missing document in the empty subfolder named "SF.396.000.14"; and
- d. Regarding multiple invoices from [REDACTED] located within the "DR 42 – Capital Improvements" folder:
 - i. Define "markup" charge.
 - ii. Provide an explanation of the differing markup charges on separate invoices of [REDACTED], which varies [REDACTED].
 - iii. Provide the contract(s) with [REDACTED] for work on each of the systems.

RESPONSE:

- a. The names of the folders are the asset IDs that correspond to Limestone Water's assets as recorded in the accounting system.**
- b. Clearwater Solutions invoices are billed for an entire month and could have multiple capital charges and multiple service areas. If the invoice had multiple capital charges, the invoices are saved in each corresponding asset folder.**
- c. Please see CONFIDENTIAL attachment "DR 2-31c SF.396.000.14"**

d. The markup charge is for any out-of-pocket expenses spent by [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ii. [REDACTED]

[REDACTED]

2-32. Refer to the Company’s confidential response (and supplemental response) to Consumer Advocate DR No. 1-42. Specifically, subfolder “FA16804” and respond to the following:

a. Provide the contract(s) with [REDACTED] for work on each of the systems;

b. Is [REDACTED] contracted by ClearWater Solutions or [REDACTED]
[REDACTED]? Provide the contract with [REDACTED].

RESPONSE:

a. The Company does not have a written contract with [REDACTED]

b. [REDACTED]

[REDACTED]

Please see attachment “DR 2-32 – [REDACTED] -

CONFIDENTIAL” for further details [REDACTED]

[REDACTED]

[REDACTED].

2-33. Refer to the Company’s CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder “TN.HW.371.000.02”. Respond to the following:

- a. Mowing for the month totals [REDACTED]. Explain the charge of [REDACTED] for nontechnical work, like mowing.
- b. There is an invoice/receipt from a Company named [REDACTED] for August 1 & 2.
 - i. Did Midwest/ClearWater Solutions contract with [REDACTED]? If yes, provide the contract. If no, who contracted with [REDACTED].
 - ii. Describe the service that [REDACTED] provided.

RESPONSE:

a. Mowing is an out-of-scope, non-routine task as outlined in the Clearwater Solutions contract provided in response to DR 1-36. Out-of-scope services are charged at the rate specified in the Clearwater Solutions contract.

b. [REDACTED]
[REDACTED]
[REDACTED].

i. [REDACTED] provides services for the DSH-Lakeside facilities. Those services include quarterly brush hogging to clear dense vegetation, grass mowing every two and a half weeks, and spraying or mowing around the five lift stations.

2-34. Refer to the Company's CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder "FA16804", Invoice "Clearwater Solutions CMS_Capital_October Final_6of6 inv 25158 231101". Respond to the following:

- a. Provide legible receipts for the following PDF pages 13-14 of 32.
- b. As marked on ClearWater Solutions billing backup, page 4, explain the following:
 - i. There are two lines of charges for Houston Black (Joey Crew) on 10/19/2023 it appears this is a duplication with a \$2 difference. Provide an explanation for these two lines of charges for lodging for the same day.

- ii. Also on the Hampton receipt for Houston Black (Joey Crew) included in the PDF for 10/15-10/19/2023 there is a no show charge on 10/15/2023. Is Limestone seeking recovery of the no show cost?
- iii. There are two lines of charges for William Pierce on 10/19/2023 it appears this is a duplication with a \$10 difference. Provide an explanation for these two lines of charges for lodging for the same day.
- c. As marked on ClearWater Solutions billing backup, page 7, explain the following:
 - i. For the [REDACTED] for Joseph Murphree on 10/26/2023 in the amount of [REDACTED], provide the number of employees that stayed with Mr. Murphree.
 - ii. Provide an itemized receipt for what this [REDACTED] charge covers.
 - iii. Page 22 of the pdf is an Airbnb receipt for 4 nights for a total of [REDACTED] for (Oct 23-27). Provide the number of employees that stayed with Mr. Murphree at this Airbnb.
- d. As marked on ClearWater Solutions billing backup, page 8, explain the following:
 - i. There are three lines of charges for Joseph Murphree on 10/13/2023, it appears this is a duplication with a \$2 difference. Provide an explanation for these three lines of charges for lodging for the same day.
- e. As marked on ClearWater Solutions billing backup, page 10, explain the following:
 - i. There are two lines of charges for Joseph Murphree on 10/17/2023, it appears this is a duplication. Provide an explanation for these two lines of charges for lodging for the same day.

RESPONSE: After reviewing Clearwater invoice 25158, Limestone Water concluded that certain costs charged were not fully supported or legitimate and, as a result, issued only a partial payment for the invoice. That being said, only the amount that was paid was capitalized on Limestone's books. Limestone and Clearwater are currently engaged in discussions to determine the appropriate course of action moving forward. Please see below for Limestone's response to the items in question on the invoice.

- a. **Clearwater does not have access legible receipts. These receipts are for four nights of lodging.**
- b. **Please see the subparts below.**
 - i. **This charge was included on the invoice in error.**

- ii. After evaluation of the receipts Limestone believes that the Clearwater operator provided the same receipt multiple times in error.
- c. Please see the subparts below.
 - i. Clearwater informed Limestone that three or four employees stayed at the rental house during the one month stay.
 - ii. Clearwater informed Limestone that there is no itemized receipt for this charge and [REDACTED]. The charge was for a one-month rental for three or four people.
 - iii. Four employees stayed at this Airbnb.
- d. After evaluation of the receipts Limestone believes that the Clearwater operator provided the same receipt multiple times in error.
- e. After evaluation of the receipts Limestone believes that the Clearwater operator provided the same receipt multiple times in error.

2-35. Refer to the Company's CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42 and respond to the following:

- a. Subfolder "FA16935", Invoice "ClearWater Solutions inv 21630 230601" for a total of [REDACTED] is for [REDACTED]. Explain why the [REDACTED] is included with Tennessee invoices.
- b. Subfolder "FA16926" Invoice "ClearWater Solutions inv 21628 230601" for a total of [REDACTED] is for [REDACTED]. Explain why the [REDACTED] was submitted with Tennessee invoices.

RESPONSE:

- a. The [REDACTED] invoice was included in error. The correct invoice, 21630 for Tennessee, can be found in subfolder "FA16930."

- b. The [REDACTED] was included in error. The correct invoice, 21628 for Tennessee, can be found in subfolder “FA16930.”

2-36. Refer to the Company’s CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42. In reviewing the documentation, it appears ClearWater Solutions uses invoice numbers that are recorded in more than one state for the same time period. For example, in Subfolders “FA16935”, “FA16930” and “FA16931”, there is an invoice for May 2023 from Clearwater Solutions numbered 21630 for two states – Louisiana and Tennessee. Explain the process of distinguishing the use of one invoice number for work in different states.

RESPONSE: The invoices for Louisiana were included in error. The Company’s Accounts Payable Department processes invoices on a state-by-state basis. Invoices with the same invoice number for two different states do not create any issues in the Company’s accounting system, as they are recorded to two different utility operating companies.

2-37. Refer to the Company’s CONFIDENTIAL response (and supplemental response) to Consumer Advocate DR No. 1-42, Subfolder “FA16766”, Invoice “Clearwater Solutions21627”. As marked on ClearWater Solutions billing backup, page 2, provide the following:

- a. An explanation of the use of an operator at [REDACTED];
- b. [REDACTED]; and
- c. Explain the project name of the invoice “CSWR TN-NC-Aqua Water” and if any applies to North Carolina.

RESPONSE:

- a. The [REDACTED] covers the supervision and assistance of an operator during the landscaping work.
- b. [REDACTED]
[REDACTED]
[REDACTED]. The repair was essential to ensuring the reliability and functionality of Limestone Water's infrastructure, which benefits all customers in the area.
- c. "NC," in this instance, stands for "non-contact." This invoice is for costs that are out of the scope of the contract but that were incurred for the benefit of Limestone Water.

RESPECTFULLY SUBMITTED,



Melvin J. Malone (BPR #013874)
Katherine Barnes (BPR #032456)
BUTLER SNOW LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201
Tel: (615) 651-6700
Melvin.Malone@butlersnow.com
Katherine.Barnes@butlersnow.com

*Attorneys for Limestone Water Utility Operating
Company, LLC*

DR 2-9 - BAR Environmental Contractors

Owen Smith

Jordan Goswick

Jeremy Revere

Brett Hopkins

Jonathan Johnson

Ryder Mills

Drew Dyal

Carson Quarles

Colton Jones

DR 2-9 - TN Operators

West TN Area Supervisor	Operator	OIT (Operator In Training)	License No.	Facilities Operated	Grade License Held	Permit #
	Lynn Starrett		16677	Aqua Water,Candlewood WTP	WT III, Distribution II, BNS	TN0000948-TN0000797
				Aqua WWTP Shiloh Falls WWTP		SOP-92082 SOP-94011
	Chad Keeton		15260	Aqua Water,Candlewood Candlewood Lakes Water	DIS II, Col II DIS I	TN-0000948 TN-0000797
State Director				Aqua,Shiloh Falls Collections	Collection II	
	Dana Douglas		3102	Chapel Woods WWTP Hardeman Springs WWTP Arrington Retreat WWTP Hideaway WWTP Seven Shores Grasslands WWTP	WWT IV WT IV Distribution II Collection II	TN0062073 SOP-17002 SOP-04019 SOP-07090 SOP-23013 TN0027278
	Steve Elkins		2888	DHS Lakeside WWTP, LS and CS	WWT IV, Col II, Dist II	SOP-07073
	Joshua Hester			Aqua Water Aqua WWTP		
	Mark Rodgers			Aqua Water Aqua WWTP		
	Jerry (Jr) Prater Emily Bull			Shiloh Falls		
	Will Aford			Chapel Woods WWTP Hideaway WWTP	Collection II	
	Robert Schaff William Perrine			Hardeman Springs WWTP Arrington Retreat WWTP Grasslands WWTP Arrington Retreat WWTP Chapel Woods WWTP Grasslands WWTP Candlewood Lakes Water		

Name	Service Address	Service Type	Status	Units	Address Type	Municipality
Preserve at Pickwick HOA	1500 Preserve Blvd Savannah, TN 38372	Sewer	Active	33	Commercial	TN-Aqua
GRANDVIEW HOA	GRANDVIEW POOL Savannah, TN 38372	Sewer	Active	1	Commercial	TN-Aqua
PICKWICK PRESERVE HOMEOWNERS	AT CIRCLE BEHIND GUAR Savannah, TN 38372	Sewer	Active	1	Commercial	TN-Aqua
Blackhorse Storage	65 Blazing Trail Savannah, TN 38372	Sewer	Active	1	Commercial	TN-Aqua
Pool House	169 Sedona Woods Trail Nolensville, TN 37135	Sewer	Active	1	Commercial	TN-Arrington
GRETCHEN PARLIER - EMERALD COVE	112 LAZY COVE LN LAFOLLETTE, TN 37766	Sewer	Active	5	Commercial	TN-DSH
KIM GRAETER	154 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	5	Commercial	TN-DSH
CHRIS SWIDERMAN	117 NORTHBRIDGE LAFOLLETTE, TN 37766	Sewer	Active	5	Commercial	TN-DSH
BIG DIPPER/MOSSOAK INVESTMENTS 17	119 NORTHBRIDGE LAFOLLETTE, TN 37766	Sewer	Active	5	Commercial	TN-DSH
SLICE OF HEAVEN I	120 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	5	Commercial	TN-DSH
LORI FULLOM	123 NORTHBRIDGE LAFOLLETTE, TN 37766	Sewer	Active	5	Commercial	TN-DSH
GSP PROPERTIES OF OHIO LLC	130 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
FAMILY FAITH & FRIENDS	134 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
ANDREW SLONE	139 BRIDGEVIEW LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
DUSTY WYMER	160 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
NIGHTSKY	166 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
STEPHANIE MILLER	184 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
BOTTOMS UP/KNIGHT OF OLDE	116 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
MIKE ALLEN 2	216 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
P&M PROPERTY SERVICES, LLC	116 LAZY COVE LN LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
MARY BETH COMFORT	866 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
SOUTHERN COMFORT II	888 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	4	Commercial	TN-DSH
CRAIG CONARD	126 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
SARACISLER - BEATS WORKIN	127 NORTHBRIDGE LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
NAIE ROBINSON	129 BRIDGEVIEW LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
JEANETTE LEOPARD	148 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
GREAT BLISSING - DONNA TRIMBACH	160 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
KIRK RIVERS	685 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
PATRICK CASTRO - LAID BACK LIVING	748 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
KIM VAN DAM	754 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	3	Commercial	TN-DSH
SCOTT MUNN	136 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
CURTIS LAMMERS	136 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
MARK WEBER - FAMILY AFFAIRS	137 NORTHBRIDGE LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
ANDY BARLOW - BLUE MOON	143 NORTHBRIDGE LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
RON & JANE LAMMERS	144 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
CRESENT MOON - DONNA TRIMBACH	148 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
BETH MEHIS	113 POOL DRIVE LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
WAKERS PARADISE	164 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
MOBROS SOLUTIONS	172 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
KATRINA BRUN	178 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
NORRIS NOOK	192 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
LAKE DAZE	200 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
MIKE SUVER	659 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
CTF ENTERPRISES - TODD FISHER	668 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
NANCY THORBAHN	679 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
TRACY WATTS	709 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
SPENCER CARTER	716 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
JEFF TARANTINO	729 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
MICHELLE SKAGGS	734 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
BRENT ASH - LAID BACK LODGE	742 WATERFRONT TRAILS LAFOLLETTE, TN 37766	Sewer	Active	2	Commercial	TN-DSH
LORI FULLOM	123 NORTHBRIDGE C LAFOLLETTE, TN 37766	Sewer	Active	1	Commercial	TN-DSH
KRISTINA FRENCH	123 NORTHBRIDGE D LAFOLLETTE, TN 37766	Sewer	Active	1	Commercial	TN-DSH
BOB SCHLOEMER	123 NORTHBRIDGE E LAFOLLETTE, TN 37766	Sewer	Active	1	Commercial	TN-DSH
RON & JANE LAMMERS	138 SKI LN LAFOLLETTE, TN 37766	Sewer	Active	1	Commercial	TN-DSH
SARACISLER - SORINITY NOW	142 BLUE WATER LN LAFOLLETTE, TN 37766	Sewer	Active	1	Commercial	TN-DSH
Attn: Accounts Payable Old Natchez Country Cl	115 Gardengate Drive Franklin, TN 37069	Sewer	Active	83	Commercial	TN-Grasslands
Grassland Middle c/o Williamson Co. Board of	2390 Hillsboro Road Franklin, TN 37069	Sewer	Active	36	Commercial	TN-Grasslands
Grassland Elementary c/o Williamson Co. Board	6803 Minley Lane Brentwood, TN 37027	Sewer	Active	21	Commercial	TN-Grasslands
HMDG Grassland LLC	2339 Hillsboro Road Franklin, TN 37069	Sewer	Active	13	Commercial	TN-Grasslands
Julie Morin/Regional Director Big Blue Marble	1106 Battlewood Street Franklin, TN 37069	Sewer	Active	3	Commercial	TN-Grasslands
Bill Stinson Treasurer Hunterwood HOA/Hunterw	2128 Key Drive Brentwood, TN 37027	Sewer	Active	3	Commercial	TN-Grasslands
Nicholas Sieveking	1200 Old Hillsboro Road Franklin, TN 37069	Sewer	Active	2	Commercial	TN-Grasslands
Grassland Heights Baptist Church	2316 Hillsboro Road Franklin, TN 37069	Sewer	Active	2	Commercial	TN-Grasslands
Madison Land Company	1242 Old Hillsboro Road Franklin, TN 37069	Sewer	Active	2	Commercial	TN-Grasslands
Farm Vet Inc	1254 Old Hillsboro Rd Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Bill Simons - Manager Raskin Company	2176 Hillsboro Road (100,106,110,114) Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Raskin Company	2176 Hillsboro Road Suite 130 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
River Rest Estates HOA c/o Sentry Management	Blue Springs (Clubhouse) Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
River Rest Condominiums c/o David Floyd & Ass	Boxwood Drive (Clubhouse) Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Tri-Star Energy LLC	2195 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Security Central Storage c/o Bill Allen	1105 Cannon Drive Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
First Tennessee Bank c/o advantage IQ-MS2534	2200 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Truist Bank c/o Engie Impact	2184 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
David Butler Pet-Vet	2340 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Tractor Supply Co.	2176 Hillsboro Road Suite 118 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Tractor Supply Co.	2176 Hillsboro Road Suite 120 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Tractor Supply Co.	2176 Hillsboro Road Suite 122 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Tractor Supply Co.	2176 Hillsboro Road Suite 124 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Catherine Myers /Michael Myers Morgan Family	2225 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Brenton Wright Barbara's Home Cooking	1232 Old Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Grassland Car Care C&S Tire LLC c/o Roger Coc	1105 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Texaco Station c/o Dean Kirby	2199 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Battlewood LID c/o Dennis Spain	1108 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands

Beauchamp Animal Hospital c/o Dr. Charles Bea	1110 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Freda Moon c/o Garrett Properties LLC	2177 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Cedarwood Nursery c/o Randy Knowles	2164 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
J&R Garden Center c/o Randy Knowles	2170 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Harpeth School of Gymnastics c/o Scott Webster	2204 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Ambassador Agency c/o West Yoder	1107 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
TN Farmers Insurance c/o Zach Pelham	2176 Hillsboro Road Suite 128 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Jennifer Guthrie	1250 Old Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Restaurant Great Wall of China	2176 Hillsboro Road Suite 132 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Robert & Susan Yost R&K Sub LLC	2176 Hillsboro Road Suite 136 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Russ Haselton Edward Jones Investments	2176 Hillsboro Road Suite 134 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Rebecca Annastas	2205 Hillsboro Road Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Sonic Drive In - Grassland	1103 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Little House Animal Hospital	1109 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Bethlehem U.M. Church	2419 Bethlehem Loop Rd Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Grace Center Church	2420 Bethlehem Loop Rd Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
The Good Tree Boutique	2176 Hillsboro Road Suite 126 Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Maureen Sharp	1111 Battlewood Street Franklin, TN 37069	Sewer	Active	1	Commercial	TN-Grasslands
Amenity Center	5500 Hardeman Springs Blvd Arrington, TN 37014	Sewer	Active	1	Commercial	TN-Hardeman Springs
Comfort Station #1	8000 Clubview Drive -CS1 College Grove, TN 37046	Sewer	Active	1	Commercial	TN-Hideaway
Comfort Station #2	8000 Clubview Drive -CS2 College Grove, TN 37046	Sewer	Active	1	Commercial	TN-Hideaway
Sip N Shack	8000 Clubview Drive -SNS College Grove, TN 37046	Sewer	Active	1	Commercial	TN-Hideaway
Golf House	8000 Clubview Drive -GH College Grove, TN 37046	Sewer	Active	1	Commercial	TN-Hideaway
Turf Care Center	8000 Clubview Drive -TCC College Grove, TN 37046	Sewer	Active	1	Commercial	TN-Hideaway
Hampton Inn	90 Old South Rd Counce, TN 38326	Sewer	Active	83	Commercial	TN-Shiloh Falls
The Club @Pickwick	Sandpiper & Briar Crk Counce, TN 38326	Sewer	Active	33	Commercial	TN-Shiloh Falls
Matrix Real Estate	Riverwalk Villas Counce, TN 38326	Sewer	Active	8	Commercial	TN-Shiloh Falls
Stone Brook Inn	23 Wayson Ln Counce, TN 38326	Sewer	Active	8	Commercial	TN-Shiloh Falls
Shiloh Falls Homeowners Assoc.	95 St Andrews Ct -Pool Counce, TN 38326	Sewer	Active	1	Commercial	TN-Shiloh Falls
Shiloh Falls Homeowners Assoc.	Sec Gate - 95 Old Sr Counce, TN 38326	Sewer	Active	1	Commercial	TN-Shiloh Falls
Central Bank	9720 Highway 57 Counce, TN 38326	Sewer	Active	1	Commercial	TN-Shiloh Falls
Pickwick Family Dental Care	25 Old South Rd Counce, TN 38326	Sewer	Active	1	Commercial	TN-Shiloh Falls
Dollar General #23575	9840 Highway 50 Counce, TN 38326	Sewer	Active	1	Commercial	TN-Shiloh Falls

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

**PETITION OF LIMESTONE WATER)
UTILITY OPERATING COMPANY,)
LLC TO INCREASE CHARGES, FEES)
AND RATES AND FOR APPROVAL)
OF A GENERAL RATE INCREASE)
AND CONSOLIDATED RATES)**

DOCKET NO. 24-00044

VERIFICATION

STATE OF MISSOURI)


COUNTY OF ST. LOUIS)

I, Aaron Silas, 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, verifies that the data requests and discovery responses are accurate to the best of my knowledge.

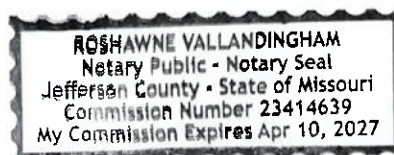


Aaron Silas
Director of Regulatory & Customer Experience

Sworn to and subscribed before me
this 26 day of November, 2024.



Notary Public



My Commission expires: 04-10-2027

CERTIFICATE OF SERVICE

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

Vance L. Broemel, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Vance.Broemel@ag.tn.gov

Shilina B. Brown, Esq.
Senior 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

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

This the 26th day of November 2024.



Katherine Barnes