

BUTLER | SNOW

August 5, 2025

VIA ELECTRONIC FILING

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

Electronically Filed in TPUC Docket
Room on August 5, 2025 at 1:15 p.m.

RE: *Application of Limestone Water Utility Operating Company, LLC, to Expand its Certificate of Convenience and Necessity to Serve the Campbell Hollow Subdivision, TPUC Docket No. 25- 00057*

Dear Chairman Jones:

Attached for filing please find the *Application of Limestone Water Utility Operating Company, LLC to Expand its Certificate of Convenience and Necessity to Serve the Campbell Hollow Subdivision*, including exhibits and pre-filed testimony.

Please note that Exhibits 10 and 18 to the Application are being submitted **UNDER SEAL** as **CONFIDENTIAL** and **PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 10 and 18 are attached.

As required, copies of the Application and supporting documentation will follow.¹ We have also enclosed a check in the amount of \$25.00 for the required filing fee. Should you have any questions concerning this filing or require additional information, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

clw

Attachments

cc: Timothy Atwood, Central States Water Resources
Vance Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division

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

IN RE:)
)
APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, TO EXPAND ITS) DOCKET NO. 25- 00057
CERTIFICATE OF CONVENIENCE)
AND NECESSITY TO SERVE THE)
CAMPBELL HOLLOW)
SUBDIVISION)

Pursuant to Tennessee Code Annotated sections 65-4-104, 65-4-107, and 65-4-201, and all applicable rules of the Tennessee Public Utility Commission (“Commission” or “TPUC”), Limestone Water Utility Operating Company, LLC ("Limestone"), respectfully submits this Application to Expand its Certificate of Convenience and Necessity to provide wastewater service to the Campbell Hollow Subdivision in Sevier County, Tennessee (“Application”).

I. Introduction

- Limestone Water Utility Operating Company, LLC
c/o Russ Mitten
1630 Des Peres Road, Suite 140
St. Louis, MO 63131
(314) 380-8544
rmitten@cswrgroup.com

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

Melvin Malone
Butler Snow LLP
1320 Adams Street, Suite 1400
Nashville, TN 37208
(615) 651-6700
Melvin.Malone@butlersnow.com

3. In support of the Application, the following appendix and exhibits are attached hereto, and hereby incorporated by reference:

Appendix A - Minimum Filing Requirements for New and Amendments to
Certificates of Convenience and Necessity

Exhibit 1 - Description and Area Map of the Campbell Hollow Subdivision

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 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 Limestone Witness Todd Thomas

Exhibit 10 - **SUBMITTED UNDER SEAL AS PROPRIETARY AND
CONFIDENTIAL** - CSWR Consolidated Financial Statements

Exhibit 11 - Limestone's 2024 Annual Report

Exhibit 12 - Limestone Pro Forma Financial Statements

Exhibit 13 - Proposed Chart of Accounts

Exhibit 14 - List of Plant-In-Service Accounts

Exhibit 15 - Surety Bond

Exhibit 16 - Limestone's Proposed Tariff

Exhibit 17 - Depreciation Rates

Exhibit 18 - **SUBMITTED UNDER SEAL AS PROPRIETARY AND
CONFIDENTIAL** - Estimated Cost of Construction

Exhibit 19 - State Operator Certificate

Exhibit 20 - Contractor's License

Exhibit 21 - SOP Application

Exhibit 22 - Developer Agreement

Exhibit 23 - [RESERVED]

Exhibit 24 - Communication from City of Sevierville– Not Providing Service

Exhibit 25 - Signed Affidavit of Limestone Witness Todd Thomas

II. Description of Limestone

Limestone is a Tennessee limited liability company. Its principal office and place of business is 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131. Limestone currently provides water and wastewater services to approximately 575 water connections and 2,100 wastewater connections in Campbell, Hardeman, Hardin, Marshall, and Williamson County, Tennessee.¹ Limestone is authorized to provide wastewater services in Sevier, Cumberland, and Putnam Counties in Tennessee as well. 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 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.

¹ 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 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); *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); *Order Approving Revised Stipulation and Settlement Agreement*, TPUC Docket No. 23-00037 (Sept. 30, 2024) (acquisition of wastewater system previously owned by IRM); *Order Approving Settlement Agreement and Transfer of System, and Granting of Certificate of Convenience and Necessity*, TPUC Docket No. 23-00077 (Jan. 7, 2025) (acquisition of wastewater system previously owned by Cumberland Basin); and *Order Granting Approval of CCN to Serve Adley Subdivision in Williamson, County, Tennessee, Subject to Satisfaction of Certain Contingent Requirements*, TPUC Docket No. 24-00020 (Mar. 28, 2025) (expansion of CCN to serve the Adley subdivision).

Limestone and LWUHC are part of a group of affiliated companies that directly or indirectly own and operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas, and provide services to approximately 177,000 connections. Each company within the group is an "affiliate" of each other company, as defined by TPUC Rule 1220-04-13-.16(2)(a). An organization chart showing all affiliate relationships within the group is attached to the Application as **Exhibit 5**. A table showing each affiliate that directly owns and operates a water or wastewater system and the number of connections it serves is attached as **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 serving Campbell Hollow if the Commission approves the expansion. 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 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 Campbell Hollow Subdivision

Campbell Hollow is a subdivision containing 10 lots located on approximately 20.47 acres in Sevier County, Tennessee. The subdivision is located at 1420 Campbell Hollow Road, Sevierville, Tennessee 37876. It is platted for one home per lot. A map depicting Limestone's proposed service area is attached as **Exhibit 1**.

The proposed decentralized wastewater system for the project will be a decentralized wastewater system that will utilize watertight, precast concrete septic tanks with STEP system pumps and controls and PVC pipe collection force mains. Overall, the proposed force main length is nearly 1,646 linear feet of watertight PVC sch. 40 pipe. The secondary process wastewater treatment will be located in the south of the property. Treated final effluent processed by the fixed film treatment will then be pump-dispersed into a shallow soil horizon drip field system on gradual slopes along the south and west edge of the property. The secondary fixed film treatment system will be an Orenco System Advantex packed bed reactor sized at 15,000 GPD treatment capacity. Treated effluent will be reused on the property by a Geoflow Waterflow PRO drip irrigation system utilizing a 0.25 gpd/ft² soil load rate. Given the available soil area and soil loading rate, the maximum loading rate for the drip field will be 14,000 gpd in five possible drip zones cycled 12 hourly.

The Pre-filed Direct Testimony of Limestone Witness Todd Thomas describing this project is attached to the Application as **Exhibit 9**. A signed affidavit that all information submitted in the Application and in Mr. Thomas's testimony is true and correct to the best of the witness' knowledge and belief is attached as **Exhibit 25**.

Finally, no other utility provides wastewater service to Campbell Hollow and Campbell Hollow is not located within the designated service territory of another utility providing similar service. A letter from the City of Sevierville confirming that it does not provide nor has the ability to provide service to Campbell Hollow is attached as **Exhibit 24**. Therefore, Limestone respectfully requests that, for the reasons set forth herein, just cause shown, and to serve the public interest, the Commission find that this Application satisfies the requirements of Commission Rule 1220-04-13-.17.

IV. Limestone Possesses the Managerial, Financial, and Technical Expertise Necessary to Provide the Expanded Wastewater Services and Limestone's Proposed Expansion Serves the Public Interest

Through its affiliation with CSWR, Limestone possesses the requisite managerial, financial, and technical capabilities to serve as a wastewater services provider to Campbell Hollow.² These capabilities are further explained in detail below and in Mr. Thomas's Pre-filed Direct Testimony, and supported in Appendix A. 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, and Texas. For each of the systems an affiliate currently owns or operates, CSWR provides the managerial, financial, and technical resources necessary to acquire and operate those systems. CSWR would continue to provide similar support for the expanded wastewater services that Limestone proposes in this case.

1. Managerial Qualifications

Resumes of key CSWR personnel who are integrally involved with Limestone's operations are attached to this 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.

² As noted in footnote 1, the Commission has previously reviewed and approved Limestone's managerial, financial, and technical capabilities, and Limestone incorporates such Commission orders by reference. Limestone is currently authorized to provide wastewater service to a residential subdivision in Sevier County, Tennessee pursuant to the Commission's *Order Approving Petition to Amend Certificate of Convenience and Necessity and Waive Commission Rule*, TPUC Docket No. 22-00059 (Dec. 19, 2023).

2. Technical Qualifications

CSWR's technical resources and expertise have greatly improved the quality of service its utility-operating affiliates are able to provide their respective customers in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. CSWR has staff engineers and other similarly qualified personnel with experience in the design and operation of water and wastewater systems and supplements those resources with qualified and licensed local contract operators who are responsible for day-to-day plant operations. Access to these and other resources available through its affiliation with CSWR allows Limestone to achieve economies of scale and efficiencies not generally available to other similarly situated water and wastewater utilities. If the Commission grants the regulatory approval sought in this 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 Campbell Hollow customers Limestone proposes to serve. In his Pre-filed Direct Testimony, Mr. Thomas further describes and discusses the technical qualifications of Limestone and its affiliates to own and operate the Campbell Hollow wastewater system.

3. Financial Qualifications

Through CSWR, Limestone has access to investment capital necessary to acquire small, oftentimes distressed, water and sewer systems and make investments necessary to upgrade, improve, and maintain those systems so they can provide safe and reliable water and wastewater service to customers. The developer will fund all necessary construction and will provide assurance in the form of the bond as soon as it is available. After the construction is completed, Limestone will own and operate the system. As needed, any future improvements of the Campbell Hollow system (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 began operations as of March 18, 2021. Limestone and its affiliates thus have the financial capability necessary to acquire, own, and operate the System. CSWR's consolidated financial statements for 2023 and 2024 are attached to the Application **UNDER SEAL as PROPRIETARY AND CONFIDENTIAL Exhibit 10**, along with the most recent Annual Report (**Exhibit 11**) and the pro forma statements (**Exhibit 12**). Moreover, Limestone's existing operations in Tennessee support its financial abilities.

4. Limestone's Proposed Expansion Serves the Public Interest

Limestone's expanded CCN to serve the Campbell Hollow Subdivision is in the public interest. No other utility provides wastewater service to Campbell Hollow, and Campbell Hollow is not located within the designated service territory of another utility providing similar service. A letter from the City of Sevierville confirming that it does not provide, nor does it have the ability to provide service to Campbell Hollow is attached as **Exhibit 24**. Finally, Limestone proposes to charge the rates currently being charged in the area served by Limestone under its existing CCN. Therefore, an expansion of Limestone's current CCN to serve the Campbell Hollow Subdivision is in the public interest.

V. Conclusion

Limestone believes it is in the best interests of the future customers in the Campbell Hollow Subdivision for Limestone to expand its certificated area. Limestone has the capability and resources to ensure that the system is appropriately operated. As an experienced utility provider in Tennessee, Limestone is familiar with the requirements of TPUC Rules 1220-04-13-.07, 1220-04-13-.08, and 1220-04-13-.17(2)(e) regarding the need for wastewater utilities to demonstrate acceptable financial security to comply with those rules, and has previously secured

a corporate surety bond, in the form prescribed in TPUC 1220-04-13-.08, and as attached as **Exhibit 15**. Therefore, the issuance of the expanded CCN to Limestone serves the public interest.

WHEREFORE, for the reasons previously stated, Limestone requests the Commission issue an order:

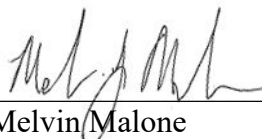
a. Approving the Application of Limestone for authority to expand its CCN to include the Campbell Hollow Subdivision; and

b. Authorizing Limestone to expand its certificated service area to include the area described herein.

c. Granting and providing such other relief as the Commission believes is necessary and appropriate.

Dated: August 5, 2025

Respectfully submitted,



Melvin Malone
Butler Snow LLP
1320 Adams Street, Suite 1400
Nashville, TN 37208
(615) 651-6700
Melvin.Malone@butlersnow.com

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

APPENDIX A

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

- (1) Please see accompanying Application and Pre-filed Direct Testimony of Limestone Witness Todd Thomas attached as **Exhibit 9**.

(2)

- (a)
1. The legal corporate names and addresses of the Applicant are shown in Section I, paragraph 1 of the Application.
 2. An organizational chart showing each officer and any other key personnel 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 chart showing Limestone's affiliated companies is attached as **Exhibit 5**. One of Limestone's affiliates, CSWR, LLC, will provide managerial, technical, and financial support and will assume responsibility for overseeing day-to-day operations of Limestone's Campbell Hollow System. CSWR 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 as **Exhibits 2 and 3**, respectively.

6. A copy of Limestone's license to engage in business within the State of Tennessee, as registered with the Secretary of State, is attached as **Exhibit 4**.
7. Campbell Hollow is an approximately 20.47-acre subdivision in Sevier County, Tennessee, consisting of 10 lots, and is the geographic area to be served by Limestone. The subdivision is located at 1420 Campbell Hollow Rd., Sevierville, Tennessee 37876. A map of the proposed service area is attached as **Exhibit 1**.
8. Wastewater services to Campbell Hollow will be provided by Limestone Water, as more fully described in the Pre-filed Direct Testimony of Limestone Water Witness Mr. Thomas. This system will serve 10 lots, with each lot platted for one residence.
9. The developer anticipates that the to-be constructed system will be constructed in one phase, with an estimated commencement date soon after Commission approval and an estimated completion date of August 2025.
10. The system will be constructed in one phase, with all residences connected in this one phase.
11. The developer that has requested Limestone to provide wastewater service is Wade Howell. His email address is wade@howellcd.com, mailing address is 100 Matthews Boulevard, Destin, Florida 32541, and phone number is 865-850-1661.
12. Limestone will respond completely to all information requests by the Commission.

- (b) 1. There are no utility district or municipal sewer systems within 2 miles of the property entrance and no existing private treatment systems nearby.

A May 15, 2025, letter from the City of Sevierville, Tennessee, stating that it does not provide services to the property and that the property that is the Campbell Hollow Subdivision is attached as **Exhibit 24**.

2. Not applicable.

3. The developer agreement is attached as **Exhibit 22**.

- (c) 1. Biographies of officers and key wastewater utility staff that demonstrate Limestone's managerial ability are attached 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 177,000 customers. Limestone-affiliated companies also currently have 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. 23-00070 (Sunset Cove).³

³ Regarding pending Tennessee acquisitions involving Limestone, copies of required agreements can be found in the Commission's files for Docket No. 23-00070. 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 such 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 Application and whether the Application serves the public interest.

4. Proof that the contractor for the proposed system has a valid and current contractor's license is attached as **Exhibit 20**.
- (d)
1. A copy of Limestone's State Operating Permit application, submitted to TDEC on July 23, 2024, is attached as **Exhibit 21**.
 2. A copy of the State Operator Certificate for the wastewater system operator of record is attached as **Exhibit 19**.
 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.

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 CSWR (on behalf of its utility affiliates) and the sellers of each water and/or wastewater system the affiliate group seeks to acquire. Differences in terms from contract to contract are primarily attributable to the subjective circumstances and objectives of each individual seller, the totality of circumstances surrounding the proposed acquisition (e.g., the age and condition of plant assets, its location, debt or other obligations of the seller, and regulatory and environmental concerns). Therefore, because final contract terms are transaction-specific, it is a virtual certainty a contract for an unrelated acquisition transaction in another state would provide no information useful to the Commission in evaluating Limestone's request to expand its service area to include the Campbell Hollow Subdivision.

The general purpose of the Commission's *Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity* is to "demonstrate to the Commission that [an applicant] possesses sufficient managerial, financial, and technical capabilities, to provide the wastewater services for which it has applied," and the specific purpose of Commission Rule 1220-.04-13.17(2)(c)(3) is to provide "[e]vidence that the applicant possesses sufficient managerial ability." As noted in footnote 2 of this Application, the Commission has previously reviewed and approved Limestone's managerial, financial, and technical capabilities. Therefore, Limestone submits that this Application complies with this Commission Rule 1220-04-13-.17(2)(c)(3). In the alternative, Limestone respectfully requests that this rule be waived with respect to this Application. *See, e.g., Order Approving Petition to Amend Certificate of Convenience and Necessity and Waive Commission Rule*, TPUC Docket No. 22-00059 (Dec. 19, 2023) (Commission granted Limestone's motion for waiver of Commission Rule Commission Rule 1220-04-13-.17(2)(c)(3)).

4. The certification from a design engineer that the wastewater system was constructed in accordance with the TDEC-approved construction plans and specifications will be submitted to the Commission prior to providing service.
- (e)
 1. Financial statements for CSWR for 2023 and 2024 are attached **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 10**. Attached as **Exhibit 11** is Limestone's 2024 Annual Report.
 2. Pro forma statements for the wastewater utility are attached as **Exhibit 12**.
 3. A proposed chart of accounts is attached as **Exhibit 13**.
 4. Plant-in service account numbers are attached as **Exhibit 14**.
 5. The depreciation rates for Limestone are attached as **Exhibit 17**.
 6. The estimated cost of construction for the expansion of the wastewater system to serve Campbell Hollow is attached **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 18**.
 7. If the Commission approves the expansion, Limestone will own the wastewater system after construction is complete.
 8. The tariff is attached as **Exhibit 16**.
 9. Not applicable.
 10. Not applicable due to construction occurring in one phase. Limestone anticipates all customers will be connected shortly after construction is complete.
 11. Not applicable.
 12. The developer will fund all necessary construction and will provide assurance in the form of the bond as soon as it is available.

13. The proposed wastewater system will be constructed by the developer. Limestone has access to funding from CSWR, if needed.

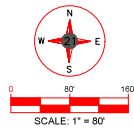
14. A bond demonstrating compliance with the financial security requirement of Rule 1220-04-13-.07 is attached as **Exhibit 15**.

(f) Pre-filed direct testimony is attached as **Exhibit 9**.

(g) A signed affidavit stating that all information submitted concerning this Application is true and correct to the best of Todd Thomas's knowledge and belief is attached as **Exhibit 25**.

EXHIBIT 1

Description and Area Map of the Campbell Hollow Subdivision



*ALL PLATS HAVE BEEN ACCOUNTED FOR

PROPOSED SERVICE AREA MAP CAMPBELL HOLLOW (WASTEWATER) SEVIER COUNTY, TN

CAMPBELL HOLLOW
NEW DEVELOPMENT
(20.47 ± ACRES)

SITE 3: DRIPFIELD
LATITUDE: 35°49'58.54"N
LONGITUDE: 83°25'33.62"W

SITE 2: DRIPFIELD
LATITUDE: 35°49'59.06"N
LONGITUDE: 83°25'29.30"W

SITE 1: WWTF
LATITUDE: 35°49'57.40"N
LONGITUDE: 83°25'30.79"W

CAMPBELL HOLLOW ROAD

MAP LEGEND

UTILITY SERVICE AREA PER RECORD PLAN	—————
LOT LINE	—————
SUBDIVISION OUTLINE	—————
UTILITY SERVICE AREA	—————

MAP DISCLAIMER

This document is a graphic representation of the approximate service area for a utility system. It is **not** to provide a detailed view of the area of the system. This drawing does not constitute a property boundary survey and shall not be used to convey property.

Utility Note Disclaimer

The service area shown hereon are depicted based on the service area map provided by the system manager and the Certificate of Convenience and Necessity (CCN). 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general service area of the system to assist with ordering title work and preparation of scope for a License Land Surveyor. This sketch should not be used to interpret encroachments.

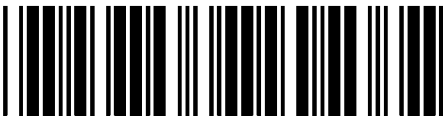
DATE:	04/29/2025
PROJECT NO:	0512-24
DRAWN BY:	A.M.D.
SCALE:	1"=80'
SHEET NAME:	SERVICE AREA MAP

21
DESIGN
GROUP INC.

1331 Jefferson, Suite 301
Washington, MO 63090
mo@21designgroup.net
P: 636-454-0029

EXHIBIT 2

Limestone Articles of Organization



000997814

**ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY**

SS-4270

**Tre Hargett**
Secretary of State**Division of Business Services****Department of State**State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)*For Office Use Only***-FILED-**

Control # 000997814

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.**1. The name of the Limited Liability Company is:** Limestone Water Utility Operating Company, LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)☐ This entity name already exists in Tennessee and has received name consent from the existing entity.**3. This company has the additional designation of:** None**4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:**C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY**5. Fiscal Year Close Month:** December**6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:**

(none) (Not to exceed 90 days)

7. The Limited Liability Company will be:☐ Member Managed ☒ Manager Managed ☐ Director Managed**8. Number of Members at the date of filing:** 1**9. Period of Duration:** Perpetual**10. The complete address of the Limited Liability Company's principal executive office is:**300 MONTVUE RD
KNOXVILLE, TN 37919-5546
KNOX COUNTY



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

SS-4270



Tre Hargett
Secretary of State

Division of Business Services

Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$50.00 per member
(minimum fee = \$300.00, maximum fee = \$3,000.00)

For Office Use Only

-FILED-

Control # 000997814

The name of the Limited Liability Company is: Limestone Water Utility Operating Company, LLC

11. The complete mailing address of the entity (if different from the principal office) is:

STE 500
500 NORTHWEST PLAZA DR
SAINT ANN, MO 63074-2220

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

- ☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

- ☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.

Licensed Profession:

14. Series LLC (optional)

- ☐ I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)

- ☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:

- ☐ This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic

Signature

Caroline M. Johnson as authorized representative for Limestone Water

Printed Name

Attorney

Title/Signer's Capacity

Dec 4, 2018 10:37AM

Date

EXHIBIT 3

Limestone Operating Agreement

OPERATING AGREEMENT OF LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 1st day of January, 2019 (the "Effective Date"), by Limestone Water Utility Holding Company, LLC, a Tennessee limited liability company as the sole Member of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company (the "Company").

RECITALS

WHEREAS, on December 4, 2018, the Company was organized a limited liability company under the laws of Tennessee pursuant to the Tennessee Revised Limited Liability Company Act, Title 48, Chapter 249 (the "Act") for the purpose of, among other things, of investing in and operating water and waste water utilities;

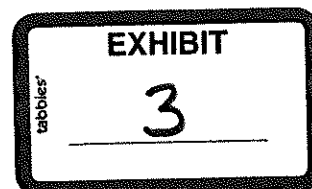
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Member hereby states as follows:

ARTICLE I. ORGANIZATION

1.1. Certain Definitions. As used herein, the following terms have the following meanings:

- (a) "Act" is defined in Section 1.2 hereof.
- (b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.
- (c) "Business Property" means all properties, assets and interests (whether real or personal, tangible or intangible) now or hereafter owned or held by the Company.
- (d) "Capital Account" means the Capital Account maintained by the Company for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time.
- (e) "Capital Contributions" means with respect to the Member, the total amount of money and the fair market value of the other property, if any, to be contributed to the Company by the Member in accordance with Article II hereof. The Member's "Paid-In Capital Contribution" means the amount of the Member's Capital Contribution actually paid in cash or other property actually contributed to or on behalf of the Company. With respect to the Company, such terms shall mean the aggregate



Capital Contributions and aggregate Paid-In Capital Contributions, respectively, of the Member.

(f) "Capital Transaction" means any of the following items or transactions: a sale, transfer or other disposition of all or substantially all of the assets of the Company, condemnation actions, net insurance recoveries (other than for temporary loss of use), the refinancing of the mortgage or other indebtedness of the Company. The payment of Capital Contributions by the Member shall not be included within the meaning of the term "Capital Transaction."

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

(h) "Company" means this limited liability company and any successors hereto.

(i) "Depreciation" means for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year. In the event the book value of an asset differs from its adjusted tax basis at the beginning of such year, then the Depreciation shall be an amount which bears the same ratio to the fair market value (as may be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g)) as the Depreciation determined for federal income tax purposes bears to the beginning adjusted tax basis.

(j) "Dissolution Proceeds" is defined in Section 10.2 hereof.

(k) "Net Profits" or "Net Losses" for the applicable period means the gross income of the Company minus (a) all net cash outlays of any kind, whether capital in nature or not, to the extent the same are not depreciable or amortizable for federal income tax purposes (or, as the context may require, to the extent the same are not depreciated or amortized for federal income tax purposes), including, without limiting the generality of the foregoing, all operating expenses payable by the Company, salaries, life insurance premiums on policies owned by the Company, and interest on any Company indebtedness; and (b) all Depreciation allowable for federal income tax purposes. In the event that such sum is a positive number, it shall be considered "Net Profits" and if the sum is a negative number, it shall be considered "Net Losses."

(l) "Person" is defined in Section 1.9 hereof.

(m) "Treasury Regulation(s)" means the Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended or supplemented from time to time.

1.2. Formation. The Member has formed the Company under and pursuant to the provisions of the Act, for the limited purposes and scope set forth in this Agreement. The Member has filed in the appropriate governmental office(s) Articles of Organization which conform to the requirements of the Act in order to constitute the

Company as a valid limited liability company under the Act. The costs and expenses associated with such filing shall be borne by the Company.

1.3. Name. The business and affairs of the Company shall be conducted solely under the name of "**LIMESTONE WATER UTILITY OPERATING COMPANY, LLC**", and such name shall be used at all times in connection with the business and affairs of the Company; provided that the Member may operate the Company under any other name necessary or convenient to qualify it to do business in any state or jurisdiction.

1.4. Term. The Company shall continue in existence perpetually, or until dissolved by the Member under the terms of this Agreement.

1.5. Business of the Company. The business of the Company is to: (i) invest in and operate water and waste water utilities; (ii) own, finance, hold, manage, manufacture, sell, exchange or otherwise deal with and dispose of all or any part of the Business Property; and (iii) transact any and all lawful business for which a limited liability company may be organized under the Act and exercise all rights and engage in all activities related thereto (the "Business").

1.6. Principal Office. The principal office of the Company shall be at 500 Northwest Plaza Drive, Suite 500, St. Ann, MO 63074, or such other location as may be hereafter determined by the Manager.

1.7. Registered Office and Registered Agent. The name of the Company's registered agent for service of process in Tennessee and the address of the Company's registered office in Tennessee shall be as provided in the Articles of Organization. The Manager may in his sole discretion and from time to time change the address of the registered office and the registered agent by filing the documents required by law.

1.8. Articles of Organization and Other Instruments. The Member has executed or has authorized the execution of the Articles of Organization in accordance with the Act, and shall execute such other documents and instruments and take all such other actions as may be deemed by the Manager to be necessary or appropriate to effectuate and permit the continuation of the Company under the laws of the State of Tennessee or the laws of any other state in any other state which the Member deems necessary or appropriate. The Manager shall, from time to time, take appropriate action, including the preparation and filing of such other amendments to the Articles of Organization and other certificates as may be required under the laws of the State of Tennessee or any other state, to enable the Company to do business in the State of Tennessee or any other state.

1.9. Additional Definitions. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "Person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other associations and entities. The words "include," "includes," and "including" shall be deemed to be followed by the phrase

"without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.

ARTICLE II. CAPITAL CONTRIBUTIONS

2.1. Initial Capital Contributions. The Member shall make the Capital Contribution to the Company as reflected on Exhibit A attached hereto and incorporated herein by reference.

ARTICLE III. DISTRIBUTIONS

3.1. Distributions. Except as otherwise requested by the Member or required by law, cash distributions shall be made to the Member on the following bases at such time (but at least annually) and in such amounts as the Manager in his sole discretion shall determine:

(a) Distributions, other than from a Capital Contribution, shall be made in the following order of priority:

(i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;

(ii) To the Member, in an amount equal to the unpaid balance of principal and accrued interest of any loan by the Member to the Company;

(iii) The balance, if any, shall be distributed to the Member.

(b) The proceeds of any Capital Transaction and the distribution upon liquidation under Section 10.2 shall be made in the following order of priority:

(i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;

(ii) To establish such reserves as the Manager in his discretion determines to be reasonably necessary for any contingent or foreseeable liability or obligation of the Company; provided, however, that the balance of any such reserve remaining at such time as the Manager shall reasonably determine shall be distributed in accordance with subparagraphs (iii) through (v) of this Section 3.1(b);

(iii) To the payment to the Member of an amount equal to the unpaid balance of principal and accrued interest of any Loan by the Member;

(iv) To the Member, an amount equal to its Capital Contributions reduced (but not below zero) by the amount of all prior distributions to it under this Section 3.1;

(v) The balance, if any, shall be distributed to the Member.

3.2. Distributions to Be Made In Cash. Unless otherwise determined by the Member, all distributions to the Member shall be made in cash.

ARTICLE IV. ALLOCATION OF NET PROFITS AND NET LOSSES

4.1. Profits and Losses. Net Profits and Net Losses incurred and/or accrued shall be allocated to the Member.

ARTICLE V. ACCOUNTING; RECORDS

5.1. Accounting Methods. The Company books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. All Federal, state and local tax returns of the Company shall be prepared by the Company's certified public accountants, under the direction of the Manager.

5.2. Fiscal Year. The fiscal year of the Company shall be the twelve calendar month period ending December 31.

5.3. Tax Status. The Member shall elect such tax status that it deems appropriate for each tax year by notifying the Manager of such election.

ARTICLE VI. POWERS, RIGHTS AND DUTIES OF THE MEMBER AND MANAGER

6.1. Restriction of the Member's Rights to Participate in Management. Except as otherwise expressly provided herein, the Member shall have no voice in, take any part in, nor interfere with, the conduct, control, or management of the business of the Company in its capacity as the Member, nor shall the Member have any authority or power to act for, or on behalf of, the Company, or to bind the Company in any respect whatsoever.

6.2. Member Consent. (a) The affirmative vote, approval or consent of the Member shall be required to: (i) alter the primary purposes of the Company as set forth in Section 1.5; (ii) do any act in contravention of this Agreement or cause the Company to engage in any business not authorized by the Articles of Organization or the terms of this Agreement; (iii) do any act which would make it impossible to carry on the usual course of business of the Company; (iv) change or reorganize the Company into any other legal form; (v) amend this Agreement; (vi) issue an Interest in the Company to any Person and admit such Person as a Member; (vii) approve a merger or consolidation with another Person, (viii) change the status of the Company from one in which management is vested in the one or more Managers to one in which management is vested in the Member, or vice versa; (ix) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose; (x) perform any act (other than an act required by this Agreement or any act taken in good faith reliance upon counsel's opinion) which would, at the time such act occurred, subject the Member to liability as a general

partner in any jurisdiction; (xi) operate the Company in such a manner as to have the Company classified as an "investment company" for purposes of the Investment Company Act of 1940; (xii) have an order for relief entered against the Company under applicable federal bankruptcy law; OR (xiii) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding.

(b) The Member shall have the right to replace a Manager of the Company and name its successor at any time by providing written notice to the Manager being replaced of such decision in which the successor Manager is also set forth.

6.3. Manager.

(a) The Manager shall have the power to do all things necessary or convenient to carry out the business affairs of the Company. The initial Manager shall be Central States Water Resources, Inc., a Missouri corporation.

(b) The Manager shall not have any contractual right to such position and shall serve until the earliest of (i) the withdrawal of the Manager, or (ii) the removal of the Manager. The Manager may be removed and replaced in accordance with the provisions of Section 6.2(b).

(c) Except to the extent provided herein, the Member hereby agrees that only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Member shall not take any action to bind the Company without notifying the Manager of such action. If the Member takes any action to bind the Company, it shall indemnify and hold harmless the Manager against any claim, loss, expense or liability (including, without limitation, attorneys' fees and expenses, whether or not litigation is commenced) incurred by the Manager as a result of the unauthorized action of such Member.

(d) The Manager's duty of care in the discharge of the duties of the Manager to the Company and the Member is limited to discharging his duties pursuant to this Agreement in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he reasonably believes to be in the best interests of the Company. In discharging his duties, the Manager shall not be liable to the Company or to the Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or by separate written instrument executed by the Member.

(e) The Manager's compensation shall be established by the Member, and the Manager shall be entitled to reimbursement of any general overhead expenses incurred in the regular course of his duties.

6.4. Indemnification

(a) The Company, except as provided in Section 6.4(b), shall indemnify any Person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, including without limitation any action by or in the right of the Company, by reason of the fact that he/it was or is a Member or Manager of the Company or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise; against expenses, including attorneys' fees, judgments, fines, taxes and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such Person's conduct is not finally adjudged to be knowingly fraudulent, deliberately dishonest or willful misconduct. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Company expenses incurred in defending any actual or threatened civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Such right will be conditioned upon receipt of an undertaking by or on behalf of the Member or manager to repay such amount if it shall ultimately be determined that he/it is not entitled to be indemnified by the Company as authorized in this Article. Such right shall survive any amendment or repeal of this Article with respect to expenses incurred in connection with claims, regardless of when such claims are brought, arising out of acts or omissions occurring prior to such amendment or repeal. The Company may, by action of the Member, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of Member and Manager.

(b) If a claim under Section 6.4(a) is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense, including reasonable attorneys' fees and costs, of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the limited liability company law of Tennessee for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Member or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he/it has met the applicable standard of conduct set forth in the limited liability company law of Tennessee, nor an actual determination by the Company (including its Member or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The indemnification provided by this Section 6.4 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, consent of the Member or otherwise, both as to action in his/its official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Member, Manager, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(d) The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his/its status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section 6.4.

(e) For the purposes of this Section 6.4, references to the Company includes the resulting or surviving entity in any merger or consolidation so that any Person who is or was a Member, Manager, employee or agent of such a constituent entity or is or was serving at the request of such constituent entity as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 6.4 with respect to the resulting or surviving entity as he/it would if he/it had served the resulting or surviving entity in the same capacity.

(f) For purposes of this Section 6.4, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a Person with respect to any employee benefit plan; and the term "serving at the request of the Company" shall include any service as a member, manager, director, officer, employee, partner, trustee or agent of, or at the request of, the Company which imposes duties on, or involves services by, such member, manager, director, officer, employee, partner, trustee or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(g) In the event any provision of this Section 6.4 shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Section 6.4 and any other provisions of this Section 6.4 shall be construed as if such invalid provision had not been contained in this Section 6.4. In any event, the Company shall indemnify any Person who is or was a Member or Manager of the Company, or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Tennessee law, as from time to time in effect.

6.5. Liability of the Member. The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or

requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or a Manager for liabilities of the Company.

ARTICLE VII. DETERMINATIONS BY THE MEMBER

7.1. Actions by the Member. The Member shall have the right to take any action set forth herein in accordance with the terms of the Agreement. In addition, if the Member determines that it wants to take an action that is not expressly granted to it within this Agreement, it shall take such action only after notifying the Manager in writing of the intended action.

ARTICLE VIII. ACTIONS OF THE MANAGER

8.1. Actions by the Manager. The Manager shall decide any question related to the operations of the Company, unless the question is one upon which, by express provision of the Act, the Articles of Organization or this Agreement, the Member is required to consent, in which case such express provision shall govern and control the decision on such question.

ARTICLE IX. TRANSFER OF MEMBER'S INTEREST

9.1. Transfer of Member's Interest. The Member shall have the right to transfer all or part of its Interest to another Person upon such terms that the Member deems acceptable. Prior to the effective date of the transfer of all or part of the Interest, the Member must notify the Manager of the transfer in writing.

9.2. Effect of Assignment; Documents. All Interests in the Company transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any Person being admitted as an additional Member or a substituted Member, such Person must execute this Agreement and agree to be bound by all of its terms and provisions as a substituted Member or additional Member.

ARTICLE X. DISSOLUTION OF THE COMPANY

10.1. Dissolution Acts.

(a) No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work as an immediate dissolution and termination of the Company:

(i) A determination by Member to dissolve and terminate the Company; and

(ii) The event of the death of the Member.

(b) Without limiting the other provisions hereof, the transfer of all or any part of a Member's Interest, in accordance with the provisions of this Agreement or the admission of a new Member, shall not work the dissolution of the Company.

10.2. Distribution of Proceeds on Dissolution; Reserves. Upon the dissolution and termination of the Company, a the Member or such other Person designated by the Member (the "Winding-Up Member") shall file a Notice of Winding Up pursuant to the Act and shall proceed with the liquidation and termination of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice, and the proceeds therefrom and any other funds and assets of the Company (the "Dissolution Proceeds"), shall be applied and distributed pursuant to the provisions of Section 3.1.b.

ARTICLE XI. GENERAL

11.1. Notices. Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) email or facsimile (provided that such email or facsimile is confirmed as received), and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the last known address, or in the case of email or facsimile, upon receipt.

11.2. Amendments. This Agreement may be amended by a written agreement of amendment executed by the Member.

11.3. Miscellaneous. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit, or extend the scope or intent of this Agreement. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby.

11.4. Remedies. If the Company or any party to this Agreement obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the court shall be included in such judgment. No remedy conferred upon the Company or the Member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver by the Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such

breach shall be deemed to be a waiver of any breach of this Agreement, whether or not such Member or the Company knows of such breach at the time it accepts such payment or performance. If the Member has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of the Member for any reason or no reason. No failure or delay on the part of the Member or the Company to exercise any right it may have shall prevent the exercise thereof by the Member or the Company at any time such other may continue to be so in default, and no such failure or delay shall operate as a waiver of any default.

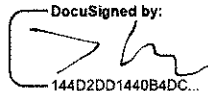
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 1933 and the securities laws of any and all states with jurisdiction over such transfer or disposition, and the rules and regulations promulgated thereunder.

11.6. Binding Effect. This Agreement and any amendment hereto made as provided herein shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Member, its heirs, executors, administrators, and legal or personal representatives.

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

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**Limestone Water Utility
Holding Company, LLC**

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

Agreed and Accepted by:

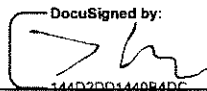

144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

EXHIBIT A
INITIAL CAPITAL CONTRIBUTIONS

<u>Member's Name and Address</u>	<u>Member's Interest</u>	<u>Capital Contribution</u>
Limestone Water Utility Holding Company, LLC	100%	Kept by Company Accountant

EXHIBIT 4

Limestone Certificate of Existence



Tre Hargett
Secretary of State

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

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

May 3, 2021

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

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

Document Receipt

Receipt #: 006338914

Filing Fee: \$20.00

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

\$20.00

Regarding: Limestone Water Utility Operating Company, LLC

Filing Type: Limited Liability Company - Domestic

Control #: 997814

Formation/Qualification Date: 12/04/2018

Date Formed: 12/04/2018

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: KNOX COUNTY

CERTIFICATE OF EXISTENCE

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

Limestone Water Utility Operating Company, LLC

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

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

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

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

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

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 046029631

EXHIBIT 5

Limestone Organization Chart



CSWR EMPLOYEES

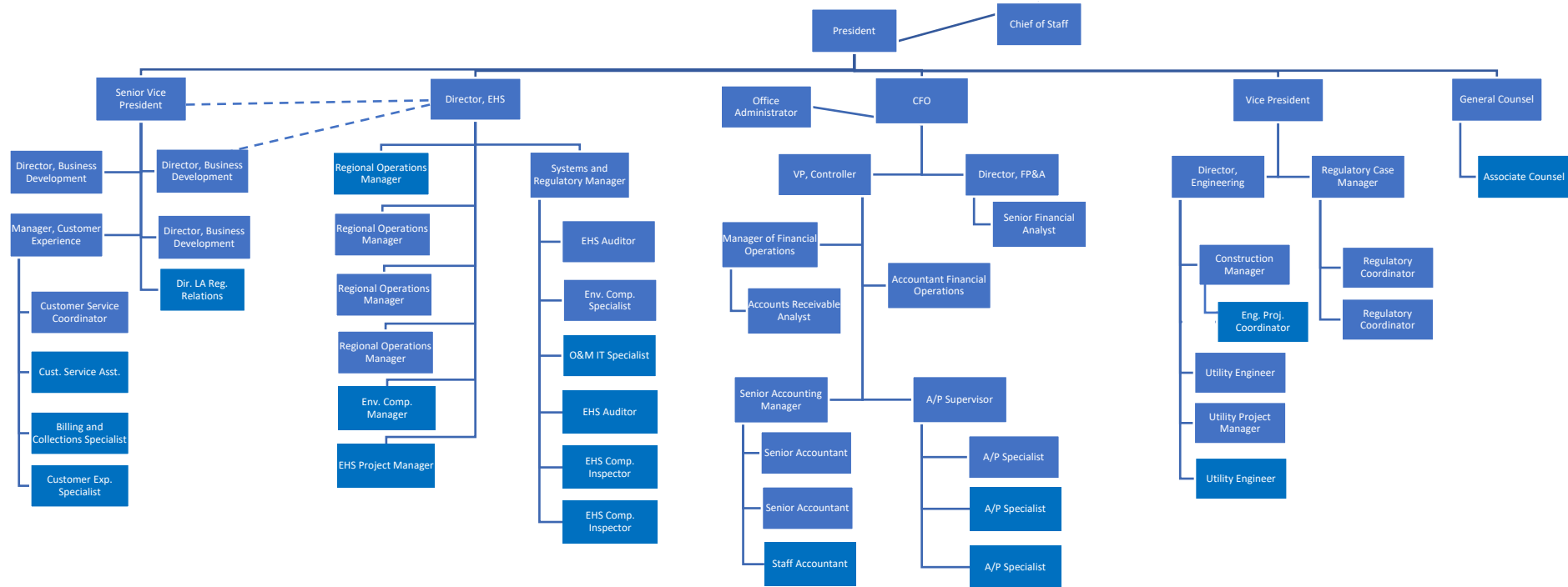


EXHIBIT 6

Limestone Table of Affiliates and Number of Customers Served

CSWR provides water and wastewater services to the utility operating companies shown below, serving approximately 177,000 connections total:

Missouri

Utility Operating Company	Service Provided	Connections (Total Services)
Confluence Rivers	Water & Wastewater	13,363

Arkansas

Utility Operating Company	Service Provided	Connections (Total Services)
Hayden's Place	Wastewater	121
St. Joseph's Glen	Wastewater	496
Sebastian Lake	Water & Wastewater	231
Oak Hill	Wastewater	198
Eagle Ridge	Wastewater	429
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	79,453

Texas

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Texas	Wastewater & Wastewater	15,820

Tennessee

Utility Operating Company	Service Provided	Connections (Total Services)
Limestone Water	Wastewater & Wastewater	2,691

Arizona

Utility Operating Company	Service Provided	Connections (Total Services)
Cactus State	Wastewater & Wastewater	7,127

North Carolina

Utility Operating Company	Service Provided	Connections (Total Services)
Red Bird	Wastewater	3,324

Florida

Utility Operating Company	Service Provided	Connections (Total Services)
CSWR-Florida	Wastewater & Wastewater	20,675

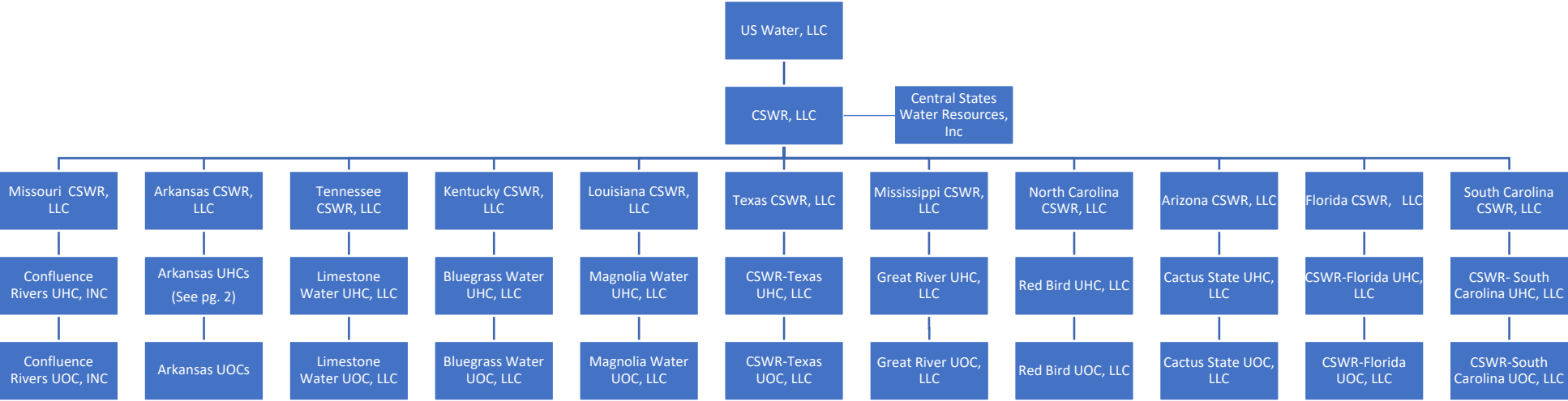
Mississippi

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

EXHIBIT 7

Officer/Key Employee Organization Chart

Central States Water Resources Corporate Entity Organizational Chart



Arkansas CSWR Organizational Chart Detail

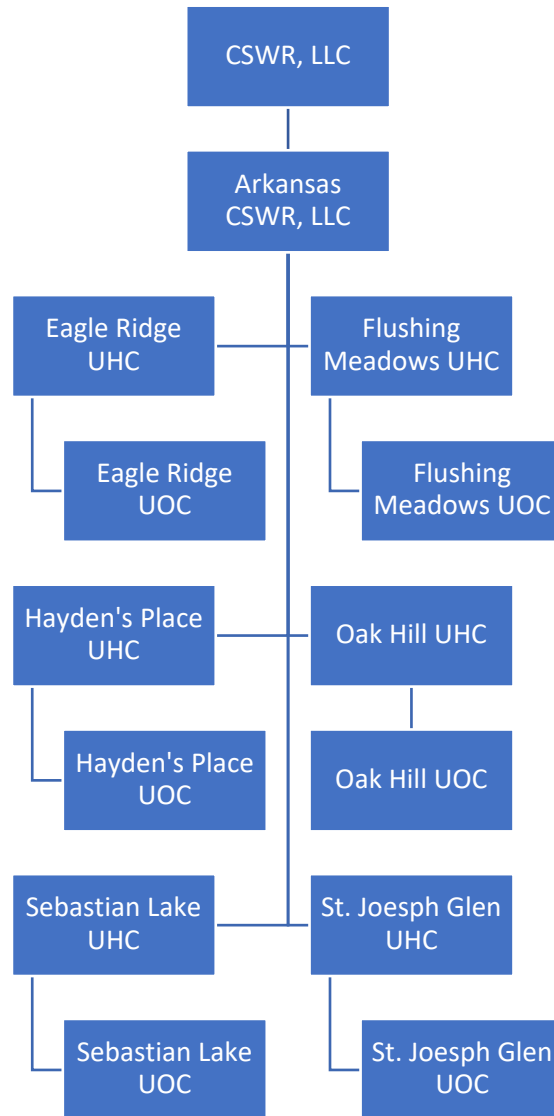


EXHIBIT 8

Resumes of Key CSWR Personnel

Josiah Cox – President

Mr. Cox is President of Red Bird Utility Operating Company, LLC, Red Bird Utility Holding Company, LLC, and also of, CSWR, LLC, (“CSWR”) and Central States Water Resources, Inc. All those companies are part of an affiliated group that provides water and/or wastewater utility services to approximately 160,000 customers in 11 states.

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

Beginning in 2005, he formed a full-service civil engineering, environmental consulting, general contracting, and construction management firm. He gained extensive experience with rural communities in every facet of the water and wastewater compliance process, including environmental assessment, permitting, design, construction, operation and community administration of the actual water and wastewater (sewerage) systems. The firm performed stream sampling and built waste-load allocation models to determine receiving water-body protective permit-able effluent pollutant loads. They did full engineering design of multiple whole community water and wastewater infrastructure systems including wells, water distribution, water treatment, water storage, wastewater conveyance, and wastewater treatment plants and delivered these designs through federal and state administered permitting processes in Missouri. The engineering firm also administered the construction of these water and wastewater systems from green field site selection all the way through system startup and final engineering sign-off. During this time, Mr. Cox also began the Master of Business Administration (MBA) program at Washington University in St. Louis, from which he earned his advanced degree and graduated in 2007.

Additionally, beginning in 2008, Mr. Cox took over the operations of a rural sewer district where he managed the functioning, testing, and maintenance of this system. In that capacity, he also acted as the administrator for the system, performing all the billing, emergency response, accounts payable/accounts receivable, collections, budgeting, customer service, and public town meetings required to service the community. He no longer has any responsibilities for that system.

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

Todd Thomas – Vice President

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

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

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

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

Brent Thies – Vice President & Corporate Controller

Brent Thies is the Vice President and Corporate Controller of CSWR and was promoted to that position in February 2022. As Vice President and Corporate Controller, he is responsible for the accounting books and records of CSWR and its regulated utility subsidiaries. This includes setting financial controls and accounting policy along with the responsibility for the accurate recording of revenues, expenses and capital expenditures. With his team, Mr. Thies is also responsible for preparing and filing regulatory annual reports and responding to certain data requests for the regulated utility subsidiaries of CSWR. He also prepares monthly and quarterly management reports and interfaces with external auditors and tax professionals.

Mr. Thies first earned a Bachelor of Arts in Communications/Public Relations from Missouri Baptist University in St. Louis, and a Bachelor of Science in Accounting from Liberty University in Virginia. He also earned a Master of Divinity degree from Midwestern Baptist Theological Seminary in Kansas City, Missouri and a Master of Business Administration degree from the University of Missouri-St. Louis. Mr. Thies is also licensed as a Certified Public Accountant in the State of Missouri. After receiving his degrees, Mr. Thies spent the first years of his career as the Controller of a multi-entity non-profit.

During his time at CSWR, Mr. Thies completed the Fundamentals, Intermediate and Advanced Regulatory Studies Programs through the Institute of Public Utilities at Michigan State University.

Mike Duncan –Vice President

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

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

Jake Freeman – Director of Engineering

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

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

Jo Anna McMahon - Vice President of Government Affairs

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

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

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

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

Chelsie Carter - Director of Customer Experience

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

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

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

EXHIBIT 9

**Pre-filed Direct Testimony
of Limestone Witness Todd Thomas**

DIRECT TESTIMONY

OF TODD THOMAS

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

WITNESS INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

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

Q. PLEASE DESCRIBE CSWR, LLC AND LIMESTONE WATER UTILITY OPERATING COMPANY.

A. CSWR, LLC (“CSWR”) is a holding company that currently indirectly owns utility operating companies in 11 states. Limestone Water Utility Operating Company, LLC (“Limestone Water” or “Company”) is the CSWR-affiliated utility operating company in Tennessee.

Q. WHAT IS YOUR POSITION WITH CSWR?

A. I am Senior Vice President of CSWR, the affiliated company that has operational oversight over CSWR’s utility operating companies including Limestone Water. At CSWR, my responsibilities include the acquisition, development, and operation of CSWR-affiliated utilities. Among other duties, and relevant to this testimony, I am responsible for engaging and overseeing management and maintenance service providers including those contractors responsible for day-to-day operations and maintenance (“O&M”) of CSWR operating affiliates like Limestone Water. In addition, I am responsible for engaging and overseeing customer service providers. At the present time, I oversee such activities for affiliated operating companies providing water or wastewater utility services to

1 approximately 177,000 connections in Kentucky, Missouri, Arkansas, Tennessee,
2 Louisiana, Texas, Mississippi, North Carolina, South Carolina, Arizona, and Florida.
3 CSWR has additional applications pending in most of these states as well as in California
4 seeking authorization to acquire even more systems and customers. If those applications
5 are approved, my oversight responsibilities will extend to those additional systems and
6 customers.

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

9 A. My education includes a Bachelor of Science in Civil Engineering from the Missouri
10 University of Science and Technology, and a Master of Business Administration from
11 Washington University in St. Louis.

12 Before joining CSWR, I was President of Brotcke Well and Pump (the 2nd largest
13 well driller and service provider in the Midwest); Vice President of Operations and
14 Business Development of the Midwest for American Water Contract Operations; and
15 General Manager of Midwest Operations for Environmental Management Corporation. I
16 currently serve on the East Central Missouri Board of Directions and am an Advisory Board
17 member for the Public Water Supply District 2 of St. Charles County, Missouri which is
18 the largest water and sewer district in the State of Missouri serving approximately 60,000
19 connections.

20 Brotcke Well and Pump serves municipal potable, regulated potable, and industrial
21 ground water suppliers in the states of Missouri, Illinois, Kansas, Tennessee, Kentucky, and
22 Arkansas. Its total number of clients exceeds 200 and they range in size from the City of
23 Bloomington, Illinois, with 31,000 water customers, to 230 customers in the City of

1 Eminence, Missouri. Brotcke Well and Pump drills wells, cleans and treats wells, installs
2 pumps, services pumps, rebuilds pumps, tests wells for regulatory compliance, and installs
3 and services well controls. As President of Brotcke Well and Pump, I was involved in the
4 design, maintenance, and repair of all client well systems. I have firsthand experience with
5 how much damage can be done by lack of maintenance on a well system and how much
6 money and effort is required to restore a well system after neglect.

7 As Vice President of Operations and Business Development of the Midwest for
8 American Water Contract Operations, I was responsible for the water and wastewater
9 operations and maintenance contracts for municipal and industrial clients. These clients
10 included wastewater systems owned and operated by the City of St. Charles, in Missouri,
11 and the cities of Godfrey, Mount Vernon, Quincy, Litchfield, Lincoln, Pittsfield, and
12 Elwood in Illinois. These clients also included water and wastewater systems owned and
13 operated by the City of Foristell, Missouri, and the Illinois cities of Brighton, and
14 Monmouth. At one time I had responsibility for operating water and wastewater systems
15 serving approximately 64,000 residential connections. My responsibilities included the
16 direction and management of annual budgeting for each plant's operations and
17 maintenance, design and planning of plant upgrades and maintenance projects, regulatory
18 reporting, plant operations, and regulatory compliance of these systems.

19 My position as General Manager of Midwest Operations for Environmental
20 Management Corporation was similar to my position with American Water Contract
21 Operations with regard to the size and scope of the systems the company managed.

1 **Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY BEFORE THE**
2 **COMMISSION?**

3 A. Yes, I have submitted testimony in several matters before the Tennessee Public Utility
4 Commission (“TPUC” or the “Commission”), including in TPUC Docket Nos. 24-00020
5 and 24-00044.

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

7 A. The purpose of my testimony is to support the application filed in this case (“Application”)
8 through which Limestone asks that the Commission expand the company’s Certificate of
9 Convenience and Necessity (“CCN”) to allow it to own and operate a wastewater system
10 to serve the Campbell Hollow Subdivision in Sevier County, Tennessee. My testimony
11 describes the proposed expansion and explains why Limestone believes the expansion is
12 in the public interest. Specifically, I will discuss the development envisioned for the
13 proposed service area, as well as the need for the CCN expansion so that Limestone can
14 operate the wastewater treatment system to be constructed for the proposed development.

15 I also describe Limestone’s relationship to CSWR, the role CSWR would play in
16 Limestone’s operation of the wastewater system at issue in this case, and the benefits
17 Limestone’s relationship with CSWR would bring to customers served by that system.
18 Finally, to the extent applicable, I provide the Commission information required by TPUC
19 Rule 1220-04-13-.17(2) and other rules applicable to the Application. In this testimony, I
20 also adopt the Application and verify that all information included there is true and correct
21 to the best of my information and belief.

22 **Q. ARE YOU SPONSORING THE EXHIBITS ATTACHED TO THE APPLICATION?**

23 A. Yes.

1 Q. WERE THESE EXHIBITS PREPARED BY YOUR OR UNDER YOUR
2 SUPERVISION?

3 A. Yes.

4 Q. WHAT WERE THE SOURCES OF THE DATA USED TO PREPARE THESE
5 EXHIBITS?

6 A. The data used to prepare the exhibits was acquired from the books of account and business
7 records of CSWR and Limestone and other internal sources. We also obtained information
8 from the developer, Wade Howell.

9 Q. DO YOU CONSIDER THIS DATE TO BE RELIABLE AND OF A TYPE THAT IS
10 NORMALLY USED AND RELIED ON IN YOUR BUSINESS FOR SUCH
11 PURPOSES?

12 A. Yes.

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

15 Q. PLEASE PROVIDE SOME BACKGROUND INFORMATION ABOUT
16 LIMESTONE AND CSWR.

17 A. Limestone is a Tennessee limited liability company formed to acquire water and
18 wastewater assets in Tennessee and to operate those assets as a regulated public utility. In
19 Docket No. 19-00062, involving Limestone's acquisition of Aqua Utilities Company, Inc.,
20 the Commission first authorized Limestone to operate in Tennessee. There the Commission
21 held:

22 Based on the evidentiary record, the Hearing Panel found that
23 Limestone has the requisite managerial, technical, and financial
24 capabilities to operate the water system and wastewater system in

1 Hardin County serving Points of Pickwick, The Preserve, and
2 Northshore (Phases 1, 2, and 3) now owned by Aqua.¹

3 The Commission subsequently reached similar conclusions regarding the managerial,
4 technical and financial capabilities of Limestone when it approved the acquisition of
5 Cartwright Creek and the expansion of Limestone's CCN:

6 The Commission found that Limestone demonstrated that it has
7 sufficient financial, managerial, and technical expertise to operate
8 the Williamson County wastewater systems at issue.²

9 As a result of these acquisitions, and as noted in the Application, Limestone now serves
10 approximately 575 water customers and 2,100 wastewater customers in Tennessee.

11 Limestone is a subsidiary of CSWR, a Missouri limited liability company formed
12 to provide managerial, technical, and financial support to its utility operating affiliates. A
13 corporate organization chart illustrating that relationship is included as **Exhibit 5** to the
14 Application.

15 To date, CSWR-affiliated utility operating companies have acquired and are
16 operating water or wastewater systems in Missouri, Arkansas, Kentucky, Louisiana, Texas,
17 Mississippi, North Carolina, South Carolina, Arizona, Florida, and Tennessee.
18 Furthermore, CSWR-affiliated entities have additional acquisitions pending in several of
19 these states as well as in the state of California.

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

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

² See *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (Jan. 24, 2022) (acquisition of wastewater system previously owned by Cartwright Creek, LLC).

1 A. CSWR's business plan is to pursue the purchase and recapitalization of small water and
2 wastewater systems and to operate those systems as investor-owned regulated utilities.
3 Many of those systems are not currently regulated. Of those that are regulated, many, if not
4 most, are out of compliance with utility commission rules and with federal or state pollution
5 and safety laws and regulations. Indeed, many systems that CSWR acquires do not even
6 have federal or state permits required to lawfully operate those systems. CSWR also has
7 found that many regulated systems that it has acquired have not increased their rates for a
8 decade or more and, as a result, lack the financial resources necessary to build, maintain,
9 and replace assets used to provide service or bring operations into compliance with rapidly
10 changing environmental and water quality regulations. Some systems that CSWR acquires
11 are in receivership, and therefore lack the ability to raise capital necessary to improve their
12 systems. In contrast, since CSWR has found investors willing to make investments and
13 take risks necessary to bring small water and wastewater systems into compliance with
14 current statutes, rules, and regulations, it has been able to acquire distressed systems,
15 upgrade or repair physical facilities, and operate those systems in a way that satisfies
16 customers, regulators, and investors alike.

17 **Q. PLEASE DESCRIBE CSWR-AFFILIATES' EXPERIENCE WITH WASTEWATER**
18 **SYSTEMS.**

19 A. If this application is approved, Limestone has the financial, technical, and managerial
20 ability to serve the Campbell Hollow Subdivision in a manner that fully complies with
21 applicable health, safety, and environmental protection laws and regulations and provides
22 reliable, safe, and adequate service to customers. As of the end of 2024, CSWR was the
23 tenth largest investor-owned water and wastewater utility in the United States. We also are

1 the largest single owner operator of individual wastewater systems in the United States,
2 and we will be on track to singlehandedly bring into compliance the largest number of
3 individual wastewater plants across our national footprint in recent United States history
4 (potentially ever). The CSWR-affiliated group of companies is likely the most qualified
5 utility in the United States to service customers based on the number of systems we own,
6 the number of systems that we have purchased and kept in environmental compliance, and
7 our personnel having the most relevant experience running small utilities. Our affiliate
8 group current owns and operates more than 800 water and wastewater plants within our
9 eleven-state operational footprint. On a daily basis we deliver, on average, more than 14.6
10 million gallons of water daily to our more than 42,000 water connections and treat almost
11 20 million gallons of wastewater to our more than 60,000 wastewater connections. In
12 Louisiana, alone, our affiliate has removed fifty-nine (59) systems from Agreements on
13 Consent with the Louisiana Department of Environmental Quality – the fastest timeframe
14 ever for a large group of systems – and we are 100% compliant with environmental
15 compliance agreements entered into with state regulators. These agreements are necessary
16 because of the extremely distressed nature of many systems our group acquires, and our
17 record of compliance with and removal from these agreements is testament to our ability
18 to own and operate such systems in a manner that complies with applicable laws and
19 provides safe and reliable service to customers.

20 Specifically, on the wastewater side of the business, CSWR affiliates (including
21 Limestone) have purchased wastewater treatment plants with associated sewer pumping
22 stations, gravity force mains, and gravity conveyance lines. With the approval of state
23 wastewater regulatory authorities, since March 2015, CSWR-affiliated companies have

1 designed, permitted, and completed construction, of numerous sanitary sewer system
2 improvements. These improvements include wastewater line repairs to remove infiltration
3 and inflow, building sewer main extensions, the repair of multiple lift stations, the
4 construction of lift stations, the closure of an existing regulatory impaired wastewater
5 system, building fully activated sludge plants, constructing moving bed bio-reactor plants
6 converting multiple failing wastewater systems into sludge storage/flow equalization and
7 treatment basins, converting failed mechanical systems to I-Fast systems, and constructing
8 various other wastewater supporting improvements.

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

11 A. Yes. This fact is evidenced by the fact that CSWR is already providing those and other
12 similar services for wastewater systems in Tennessee, as well as 10 other states. While I
13 have already described my background and experience in the water and wastewater utility
14 industry, the resumes of the other key members of CSWR's senior team who would be
15 involved in Limestone's operations are included as **Exhibit 8**. The resumes of the CSWR
16 senior team shows that Limestone is well-qualified to meet the demands of Limestone and
17 its customers as well as any requirements of this Commission and other regulators charged
18 with overseeing Limestone's operations. The types and quality of services that CSWR
19 provides to Limestone are not typically available to small systems like that at issue in this
20 case. However, CSWR's business model was developed specifically to provide that
21 expertise and experience to affiliates and to do so while achieving economies of scale
22 attributable to CSWR's centralized management structure.

1 **Q. PLEASE DESCRIBE THE CUSTOMER SERVICES THAT CSWR PROVIDES TO**
2 **ITS AFFILIATE CUSTOMERS.**

3 A. In addition to these operational capabilities, CSWR also provides customer service to
4 customers that meet or exceed regulatory commission rules. CSWR provides 24/7 access
5 to customer service representatives via phone and email. Similarly, CSWR provides around
6 the clock emergency response to operational problems. Furthermore, through its website,
7 CSWR customers can access information regarding advisories, payment options and
8 customer education items. If the Application is approved, Limestone would provide this
9 same level of customer service to the Campbell Hollow customers.

10 **Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO**
11 **PROVIDE WASTEWATER SERVICE TO THE CAMPBELL HOLLOW**
12 **SUBDIVISION?**

13 A. Yes, Limestone and CSWR have the financial capacity to provide wastewater services to
14 the Campbell Hollow Subdivision. Their financial capacity has been accepted by the
15 Commission in Limestone's previous filings and demonstrated recently in Limestone's
16 recent rate case before the Commission in TPUC Docket No. 24-00044. This financial
17 capacity enables CSWR utility affiliates to not only purchase small, oftentimes distressed,
18 water and wastewater systems, but to also make the investments necessary to bring those
19 systems into compliance with applicable health, safety, and environmental protection laws
20 and regulations. This investment commitment also includes working capital necessary to
21 operate until an application for compensatory rates can be prepared and prosecuted.

1 **Q. HOW DOES LIMESTONE PROPOSE TO PROVIDE OPERATIONAL SUPPORT**
2 **TO THE CAMPBELL HOLLOW SUBDIVISION?**

3 A. As it currently does for its other Tennessee service areas, Limestone would hire a local,
4 non-affiliated third-party Operations and Maintenance (“O&M”) firm that has
5 knowledgeable and experienced personnel, possesses requisite state licenses, and carries
6 insurance coverage necessary to operate the Campbell Hollow system.

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

17 While day-to-day operational functions would be provided by non-employee
18 contractors, all management, financial reporting, underground utility safety and location
19 services, Commission regulatory reporting, environmental regulatory reporting and
20 management, operations oversight, utility asset planning, engineering planning, ongoing
21 utility maintenance, utility record keeping, and final customer dispute management would
22 be performed by personnel at CSWR's corporate office. CSWR personnel also would
23 monitor the activities of the non-employee contractors to make sure the system is being

operated and maintained properly and customers' needs are being met. As mentioned, 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 Application as **Exhibit 8**.

DESCRIPTION OF THE PROPOSED SERVICE AREA EXPANSION

Q. PLEASE DESCRIBE THE CERTIFICATE EXPANSION THAT LIMESTONE SEEKS IN THIS APPLICATION.

A. The proposed service area expansion is to serve the Campbell Hollow subdivision, which will consist of 10 lots on approximately 20.47 acres in Sevier County, Tennessee. The subdivision is located at 1420 Campbell Hollow Rd., Sevierville, Tennessee 37876. It is platted for one home per lot. A map showing the location of this system is provided as **Exhibit 1** to the Application. The subdivision is being developed by Wade Howell.

Q. DOES THE PROPOSED SUBDIVISION FALL WITHIN THE SERVICE AREA OF ANY WATER / WASTEWATER PROVIDERS?

A. The subdivision does not fall within the service area of any water/wastewater providers to my knowledge. For this reason, Mr. Howell, developer of the Campbell Hollow Subdivision, proposes to construct a wastewater collection system. The to-be constructed system proposed decentralized wastewater system for the project will be a decentralized wastewater system that will utilize watertight, precast concrete septic tanks with STEP system pumps and controls and PVC pipe collection force mains. Overall, the proposed force main length is nearly 1,646 linear feet of watertight PVC sch. 40 pipe. The secondary process wastewater treatment will be located in the south of the property. Treated final effluent processed by the fixed film treatment will then be pump-dispersed into a shallow soil horizon drip field system on gradual slopes along the south and west edge of the

property. The secondary fixed film treatment system will be an Orenco System Advantex packed bed reactor sized at 15,000 GPD treatment capacity. Treated effluent will be reused on the property by a Geoflow Waterflow PRO drip irrigation system utilizing a 0.25 gpd/ft² soil load rate. Given the available soil area and soil loading rate, the maximum loading rate for the drip field will be 14,000 gpd in five possible drip zones cycled 12 hourly.

Q. WHAT IS LIMESTONE’S ROLE IN THIS PROJECT?

A. While Mr. Howell plans to construct the wastewater treatment assets, he does not wish to be the ongoing operator of the treatment system. For this reason, Limestone was asked to accept ownership of the treatment system and accept ongoing responsibility for the operation of the system as well as providing wastewater services to the customers within this service area.

Q. IF THE COMMISSION APPROVES THE APPLICATION, IS LIMESTONE WILLING AND ABLE TO OPERATE THE WASTEWATER SYSTEM IN A MANNER THAT COMPLIES WITH APPLICABLE REGULATIONS?

A. Yes. If the Commission grants Limestone the authority it seeks in the Application, Limestone and CSWR are willing and able to operate the system in a manner that complies with applicable laws and regulations. As I described previously, the affiliate group of which Limestone and CSWR are part has the financial capacity to operate that system in a manner that is in the public interest and complies with applicable statutes, rules, and regulations.

Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR THE CAMPBELL HOLLOW SUBDIVISION?

1 A. The rates, rules and regulations for the Campbell Hollow Subdivision system will be the
2 same as those approved by the Commission for Lakeside Estates in TPUC Docket No. 23-
3 00016.

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

9 A. Yes, As indicated, Limestone currently operates in the state of Tennessee. Therefore,
10 CSWR and Limestone are familiar with the Commission's rules and regulations and pledge
11 to continue to operate the system in a manner that complies with all Commission
12 requirements and all applicable state statutes and regulations.

13 **Q. HOW DOES LIMESTONE PROPOSE TO SATISFY THE FINANCIAL SECURITY**
14 **REQUIREMENTS IMPOSED BY TPUC RULES 122-04-13-.07 AND 1220-04-13-**
15 **.08?**

16 A. To demonstrate financial security as required by the Commission's rules, Limestone has
17 already secured a corporate surety bond in the maximum required under the Commission's
18 rule (\$300,000) in a form that complies with TPUC Rule 1220-04-13-.08. *See Exhibit 15.*

19 **Q. DO YOU BELIEVE THE PROPOSED SERVICE AREA EXPANSION IS IN THE**
20 **PUBLIC INTEREST?**

21 A. Yes. I believe Limestone's proposed expansion of its certificated service area, to include
22 the Campbell Hollow service area, would be consistent with and would promote the public
23 interest. Limestone and CSWR are fully qualified, in all respects, to own and operate that

1 system and to otherwise provide safe and adequate service. Furthermore, as previously
2 explained, this approximately 20-acre tract is currently undeveloped. Through the
3 operation of the wastewater facility to be constructed by Mr. Howell, Limestone's service
4 area expansion allows for the development of this land.

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

6 **A.** Yes, it does.

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

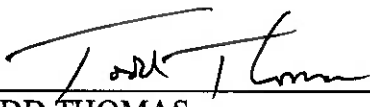
IN RE:)
)
APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, TO EXPAND ITS)
CERTIFICATE OF CONVENIENCE)
AND NECESSITY TO SERVE THE)
CAMPBELL HOLLOW SUBDIVISION)

DOCKET NO. 25-_____

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

I, TODD THOMAS, 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.



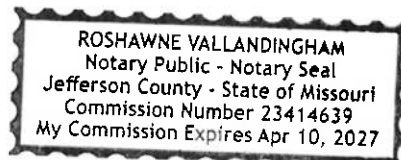
TODD THOMAS

Sworn to and subscribed before me
this 4th day of August, 2025.



Notary Public

My Commission Expires: 04-10-2027



PUBLIC VERSION

EXHIBIT 10

CSWR Consolidated Financial Statements

EXHIBIT 11

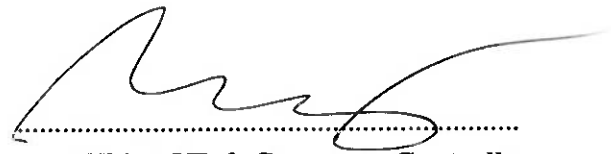
Limestone's 2024 Annual Report

STATE OF TENNESSEE

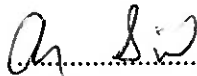
COUNTY OF

We the undersigned Brent Thies, VP and Corporate Controller
and Aaron Silas, Assistant VP Regulatory Operations
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 & Corporate Controller



Aaron Silas, Asst. VP Regulatory Operations

Subscribed and sworn to before me this 1st
day of April, 2025

Notary Public, St. Louis Cou

My commission will expire 5/4/28

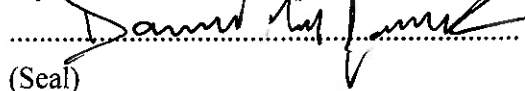

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-----	---	---	---	------------------------

1 IDENTIFICATION & OWNERSHIP				
2	Report of: <u>Limestone Water Utility Operating Company</u>			
3	(REPORT THE EXACT NAME OF UTILITY)			
4				
5	Located at: <u>1630 Des Peres Road, Suite 140</u> Year Ended: <u>2024</u>			
6	<u>Des Peres, MO 63131</u>			
7				
8	Date Utility was Originally Organized:			
9				
10				
11				
12	Location of Office Where Accounts and Records are Kept:			
13	<u>1630 Des Peres Road, Suite 140</u>			
14	<u>Des Peres, MO 63131</u>			
15				
16	Give the Name, Title, & Office Address of the Officer of the Utility to Whom Correspondence Should be Addressed Conc			
17	<u>Brent Thies, VP and Corporate Controller</u> Telephone: <u>(314) 736-4672</u>			
18	<u>1630 Des Peres Rd, Ste 140, Des Peres, MO 63131</u>			
19				
20				
21				
22	22 OFFICERS & MANAGERS			
23				
24				
25	NAME	TITLE	SALARY	
26	Josiah Cox	President	0	
27	Marl Brent Thies	VP and Corporate Controller	0	
28	Aaron Silas	Assistant VP Regulatory Operations	0	
29				
30				
31				
32				
33				
34				
35				
36	36 OWNERSHIP			
37	37 Report every corporation or individual owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility.			
38				
39	Name	Address	Percent Ownership In Utility	Salary Charged Utility
40				Meetings Attended During Year
41	(a)	(b)	(c)	(d)
42				(e)
43				
44				
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Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Co		(1) <input checked="" type="checkbox"/> An Original		(Mo, Da, Yr)	
		(2) <input type="checkbox"/> A Resubmission		3/31/25	2024
INCOME STATEMENT					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential		192,016	825,450	-	1,017,466
Commercial		10,170	82,404	-	92,574
Industrial		-	-	-	-
Multi-Family		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Gross Revenue		202,186	907,854	-	1,110,040
Operation & Maint. Expense	W3/S3	326,090	961,912	-	1,288,002
Depreciation Expense	F-5	48,608	280,951	-	329,559
Amortization Expense		-	-	-	-
Other Expense (General & Admin)		165,142	504,861	-	670,003
Other Expense (Insurance)		11,615	40,960	-	52,575
Taxes Other Than Income	F-7	17,740	81,382	-	99,122
Income Taxes	F-7	-	-	-	-
Total Operating Expenses		569,195	1,870,066	-	2,439,261
Net Operating Income		(367,009)	(962,212)	-	(1,329,221)
Other Income:					
Nonutility Income		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Income		-	-	-	-
Other Deductions:					
Misc. Nonutility Expenses		-	-	-	-
Other (Gain/Loss of Utility Property)		40,067	504,306	-	544,373
Other (Interest Expense)		4,428	14,765	-	19,193
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Deductions		44,495	519,071	-	563,566
Net Income		(411,504)	(1,481,283)	-	(1,892,787)

Name of Respondent Limestone Water Utility Operating Company	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
COMPARATIVE BALANCE SHEET			
Account Name (a)	Ref Page (b)	Current Year (c)	Previous Year (d)
ASSETS			
Utility Plant in Service (101-105)	F5/W1/S1	18,168,264	16,088,520
Accum. Depreciation and Amortization (108)	F5/W2/S2	4,314,448	3,772,936
Net Utility Plant		13,853,816	12,315,584
Cash		864,452	843,910
Customer Accounts Receivable (141)		182,058	97,558
Other Assets (Prepayments)		34,371	10,325
Other Assets (Other Current Assets)		167,721	94,975
Other Assets (Deferred Debits)		836,524	26,431
Other Assets (PSI)		493,629	515,662
Total Assets		16,432,571	13,904,445
LIABILITIES AND CAPITAL			
Common Stock Issued (201)	F-6	8,527,275	4,398,546
Preferred Stock Issued (204)	F-6	0	0
Other Paid-In Capital (211)		0	0
Retained Earnings (215)	F-6	(4,080,219)	(2,187,433)
Capital (Proprietary & Partnership-218)	F-6	0	0
Total Capital		4,447,056	2,211,113
Long-Term Debt (224)	F-6	0	0
Accounts Payable (231)		603,388	868,734
Notes Payable (232)		5,239,267	5,090,992
Customer Deposits (235)		0	0
Accrued Taxes (236)		0	0
Other Liabilities (Misc Liabilities)		429,287	275,695
Other Liabilities (Capital Improvement Reserve)		354,137	269,759
Other Liabilities (Taxes Payable)		2,041	0
Other Liabilities (Impact Fee Liability)		11,145	0
Other Liabilities (Please Specify)		0	0
Advances for Construction		0	0
Contributions In Aid Of Const.-Net (271-2)	F-8	5,346,250	5,188,152
Total Liabilities		11,985,515	11,693,332
Total Liabilities & Capital		16,432,571	13,904,445

Name of Respondent	This Report is:	Date of Report	Year of Report	
Limestone Water Utility Operating C	(1) <u>X</u> An Original (2) <u> </u> A Resubmission	(Mo, Da, Yr) 3/31/25	2024	
NET UTILITY PLANT				
Plant Accounts (101-107) Inclusive (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Utility Plant in Service (101)	1,688,820	11,706,753	0	13,395,573
Construction Work in Progress (105)	341,631	2,258,600	0	2,600,231
Other (Utility Pant Acq Adj)	414,473	1,757,987	0	2,172,460
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Total Utility Plant	2,444,924	15,723,340	0	18,168,264
ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT				
Account 108 (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Balance First of Year	662,679	3,322,210	0	3,984,889
Credits During Year:				
Accruals charged to Depreciation Account	48,608	280,951	0	329,559
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
Total Credits	48,608	280,951	0	329,559
Debits During Year:				
Book/Historical Cost of Plant Retired	0	0	0	0
Cost of Removal	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Other Debits (Please Specify):	0	0	0	0
Total Debits	0	0	0	0
Balance End of Year	711,287	3,603,161	0	4,314,448

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
CAPITAL STOCK (201 - 204)			
(a)	Common Stock (b)	Preferred Stock (c)	
Par or stated value per share	8,527,275	-	
Shares Authorized	1	-	
Shares issued and outstanding	1	-	
Total par value of stock issued	8,527,275	-	
Dividends declared per share for year	0	0	
RETAINED EARNINGS (215)			
(a)	Appropriated (b)	Unappropriated (c)	
Balance first of year	-	(2,187,432)	
Changes during year NET INCOME/(NET LOSS)	-	(1,892,787)	
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	(4,080,219)	
PROPRIETARY CAPITAL (218)			
(a)	Proprietor (b)	Partner (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	
LONG-TERM DEBT (224)			
Obligation including Issue & Maturity Dates (a)	Interest Rate (b)	Year End Balance (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%	-	
Total Long-Term Debt		0	

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Comp	(1) <input checked="" type="checkbox"/> An Original	(Mo, Da, Yr)	
	(2) <input type="checkbox"/> A Resubmission	3/31/25	2024

TAXES ACCRUED (236)				
Description (a)	Water (b)	Sewer (c)	Other (d)	Total (e)
Balance First of year	-	-	-	0
Accruals Charged:				
Federal Income Tax	-	-	-	0
Local Property tax	12,829	65,006	-	77,835
State ad valorem tax	-	-	-	0
TN State Sales Tax	-	-	-	0
Regulatory Assessment Fee	-	-	-	0
Payroll Tax	-	-	-	0
Other Taxes (Business Registration)	4,911	16,376	-	21,287
Other Taxes (Please Specify)	-	-	-	0
Total Taxes Accrued	17,740	81,382	0	99,122
Taxes Paid				
Federal Income Tax	-	-	-	0
Local Property tax	12,829	65,006	-	77,835
State ad valorem tax	-	-	-	0
TN State Sales Tax	-	-	-	0
Regulatory assessment fee	-	-	-	0
Payroll Tax	-	-	-	0
Other Taxes (Business Registration)	4,911	16,376	-	21,287
Other Taxes (Please Specify)	-	-	-	0
Total Taxes Paid	17,740	81,382	0	99,122
Balance End of Year	0	0	0	0
PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES				
Report all info concerning rate, management, construction, advertising, labor relations, or other professional services rendered to the Utility for which total payments during the year to any Corp, Ptnshp, indiv, or organization of any kind, amounted to \$500 or more				
Name of Recipient	Amount	Description of Service		
PNC	26,764	Monthly bank fees		
Beckemeier LeMoine Law	987	Real estate attorney		
Butler Snow LLP	10,267	Attorney		
David Woodsmall	819	Counsel		
UHY Advisors	3,437	Tax return prep		
High Tide Technologies	11,910	Annual communications renewals		

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <u>X</u> An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
CONTRIBUTIONS IN AID OF CONSTRUCTION (271)			
Description (a)	Water (b)	Sewer (c)	Total (d)
Balance First of Year	289,365	5,700,673	5,990,038
Add Credits During Year	16,675	437,449	454,124
Less Charges During Year	-	-	-
Balance End of Year	0	6,138,122	6,444,162
Less Accumulated Amortization	143,711	954,201	1,097,912
Net Contributions in Aid of Construction	(143,711)	5,183,921	5,346,250
ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)			
Report below all developers or contractors agreements from which cash or property was received during the year (a)	Indicate "Cash" or "Property" (b)	Water (c)	Sewer (d)
Contractor or Developer #1	Cash	15,675	-
Contractor or Developer #2	Cash	-	70,000
Contractor or Developer #3	Cash	-	85,691
Contractor or Developer #4	Cash	-	10,000
Contractor or Developer #5	Cash	-	92,375
Contractor or Developer #6	Cash	-	29,925
Contractor or Developer #7	Cash	-	5,950
Contractor or Developer #8	Cash	1,000	-
Contractor or Developer #9	Cash	-	20,000
Contractor or Developer #10	Cash	-	123,508
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		-	-
Total Credits During Year		16,675	437,449

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) 3/31/25	3/31/25
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	846,733	158,448	-	1,005,181
354	Structures & Improvements	2,730,183	399,695	-	3,129,878
360	Collection Sewers - Force	628,983	646,028	-	1,275,011
361	Collection Sewers - Gravity	1,736,246	-	843,314	892,932
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	60,443	105,334	-	165,777
364	Flow Measuring Devices	17,954	-	17,954	-
365	Flow Measuring Installations	12,236	3,322	-	15,558
370	Receiving Wells	217,903	-	-	217,903
371	Pumping Equipment	998,193	248,748	-	1,246,941
380	Treatment & Disposal Equipment	2,063,003	478,756	-	2,541,759
381	Plant Sewers	62,805	9,813	-	72,618
382	Outfall Sewer Lines	21,758	9,664	-	31,422
389	Other Plant & Miscellaneous Equipment	36,908	764	-	37,672
390	Office Furniture & Equipment	3,155	15,977	-	19,132
391	Transportation Equipment	74,098	-	74,098	-
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	16,112	-	16,112	-
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	-	4,149	-	4,149
396	Communication Equipment	329,542	66,420	-	395,962
397	Miscellaneous Equipment	-	18,452	-	18,452
398	Other Tangible Plant	636,406	-	-	636,406
	Total Sewer Plant	10,492,661	2,165,570	951,478	11,706,753

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)		2024		
		(2) <input type="checkbox"/> A Resubmission		3/31/25				
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%	1,322,074	-	76,400	1,398,474
360	Collection Sewers - Force	50	0.00%	0.00%	18,593	-	22,167	40,760
361	Collection Sewers - Gravity	50	0.00%	0.00%	223,014	-	44,493	267,507
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-
363	Services to Customers	40	0.00%	0.00%	3,114	-	2,689	5,803
364	Flow Measuring Devices	10	0.00%	0.00%	1,238	-	398	1,636
365	Flow Measuring Installations	30	0.00%	0.00%	-	-	-	-
370	Receiving Wells	25	0.00%	0.00%	123,542	-	8,716	132,258
371	Pumping Equipment	10	0.00%	0.00%	372,936	-	122,760	495,696
380	Treatment & Disposal Equipment	20	0.00%	0.00%	821,561	-	115,050	936,611
381	Plant Sewers	40	0.00%	0.00%	968	-	1,717	2,685
382	Outfall Sewer Lines	50	0.00%	0.00%	21,758	-	147	21,905
389	Other Plant & Miscellaneous Equipment	20	0.00%	0.00%	33,497	-	1,846	35,343
390	Office Furniture & Equipment	20	0.00%	0.00%	-	-	-	-
391	Transportation Equipment	10	0.00%	0.00%	-	-	-	-
392	Stores Equipment	-	0.00%	0.00%	-	-	-	-
393	Tools, Shop & Garage Equipment	20	0.00%	0.00%	-	-	1,801	1,801
394	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-
395	Power Operated Equipment	15	0.00%	0.00%	-	-	207	207
396	Communication Equipment	15	0.00%	0.00%	24,715	-	37,519	62,234
397	Miscellaneous Equipment	10	0.00%	0.00%	-	-	1,845	1,845
398	Other Tangible Plant	10	0.00%	0.00%	134,756	-	63,640	198,396
Totals					3,101,766	0	501,395	3,603,161

*State basis used for percentages used in schedule.

*State basis used for percentages used in schedule.

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
SEWER OPERATION & MAINTENANCE EXPENSE			N/A
Acct No.	Description (a)	Amount (b)	
701	Salaries & Wages - Employees	-	
703	Salaries & Wages - Officers, Directors & Stockholders	-	
704	Employee Pensions & Benefits	-	
710	Purchased Sewage Treatment	-	
711	Sludge Removal Expense	-	
715	Purchased Power	170,681	
716	Fuel for Power Production	-	
718	Chemicals	16,832	
720	Materials & Supplies	5,654	
730	Contractual Services	746,265	
740	Rents	-	
750	Transportation Expense	-	
755	Insurance Expense	-	
765	Regulatory Commission Expense	2,000	
770	Bad Debt Expense	12,401	
775	Miscellaneous Expenses	8,079	
	Total Sewer Operation & Maintenance Expense	961,912	

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	2,050	-	69	1,981
Total Customers	2,050	0	69	1,981

Name of Respondent	This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) <input checked="" type="checkbox"/> An Original	(2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3/31/25	2024
PUMPING EQUIPMENT				
Description*** (a)	Lift Station #1 (b)	Lift Station #2 (c)	Lift Station #3 (d)	Lift Station #4 (e)
Make, Model, or Type of Pump	Hydromatic Sum	Hydromatic Sum	E-One DH071 (2	Sta-Rite 2000 (2
Year Installed	1998	1998	2010-2020	2020
Rated Capacity (GPM)	45 gpm	115 gpm	11 gpm	10 gpm
Size (HP)	5 HP	5 HP	1 HP	1/2 HP
Power (Electric/Mechanical)	Electric	Electric	Electric	Electric
Make, Model or Type of Motor	Unknown	Unknown	E/One Extreme	Sta-Rite

SERVICE CONNECTIONS				
Description*** (a)	Service Connection #1 (b)	Service Connection #2 (c)	Service Connection #3 (d)	Service Connection #4 (e)
Size (Inches)	Varies	1.5	2	1.5
Type (PVC, VCP, etc)	PVC/Clay	PVC	PVC	PVC
Average Length (Feet)	Varies	50	50	50
Connections-Beginning of Year	-	-	-	-
Connections-Added during Year	-	-	-	-
Connection-Retired during Year	-	-	-	-
Connections-End of Year	0	0	0	0
Number of Inactive Connections	-	-	-	-

COLLECTING MAINS, FORCE MAINS, & MANHOLES			
Description (a)	Collecting Mains (b)	Force Mains (c)	Manholes (d)
Size (Inches)	6 to 18"		N/A
Type	PVC/DI/Clay	PVC	N/A
Length/Number-Beginning of Year	40,000	56,095	150
Length/Number-Added During Year	-	-	-
Length/Number-Retired During Year	-	-	-
Length/Number-End of Year	40000	56095	150

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

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024	
TREATMENT PLANT				
Description*** (a)	Treatment Facility #1 (b)	Treatment Facility #2 (c)	Treatment Facility #3 (d)	Treatment Facility #4 (e)
Manufacturer	Clow Aeroflow	Sheaffer System	Sheaffer System	Recirc Sand
Type	Extend Aeration	Deep Cell	Deep Cell	Fixed Film
Steel or Concrete	Steel	Lined Earthen	Lined Earthen	Lined Earthen
Total Capacity	.250 MGD	75,000 gpd	60,000 gpd	336,000 gpd
Average Daily Flow				
Effluent Disposal				
Total Gallons of Sewage Treated				
MASTER LIFT STATION PUMPS				
Description*** (a)	Master Pump #1 (b)	Master Pump #2 (c)	Master Pump #3 (d)	Master Pump #4 (e)
Manufacturer	Clow Aeroflow	Clow Aeroflow		
Capacity (GPM)	400	400		
Size (HP)	20	20		
Power (Electric/Mechanical)	Electric	Electric		
Make, Model, or Type of Motor	Unknown	Unknown		
OTHER SEWER SYSTEM INFORMATION				
Present Number of Equivalent Residential Customer's * being served			2575	
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve				
Estimated Annual Increase in Equivalent Residential Customers *			2622	
* 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:				
<u>Adley Subdivision - Grasslands WWTF tie-in 30 residential lots estimated 12/31/25</u>				
If the present systems do not meet environmental requirements, please submit the following:				
<u>A. An evaluation of the present plant or plants in regard to meeting the requirements.</u>				
<u>B. Plans for funding and construction of the required upgrading.</u>				
<u>C. The date construction will begin.</u>				
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.

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)		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%	640,942	-	31,283	672,225
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	-	864	1,449
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	-	21	90
330	Distribution Reservoirs & Standpipes	-	0.00%	0.00%	-	-	-	-
331	Transmission & Distribution Mains	50	0.00%	0.00%	11,158	-	2,113	13,271
333	Services	20	0.00%	0.00%	7,972	-	6,294	14,266
334	Meter & Meter Installations	20	0.00%	0.00%	1,155	-	3,066	4,221
335	Hydrants	10	0.00%	0.00%	111	-	2,088	2,199
339	Other Plant & Miscellaneous Equipment	10	0.00%	0.00%	-	-	152	152
340	Office Furniture & Equipment	-	0.00%	0.00%	-	-	602	602
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	10	0.00%	0.00%	-	-	-	-
347	Miscellaneous Equipment	50	0.00%	0.00%	482	-	2,331	2,813
348	Other Tangible Plant	-	0.00%	0.00%	-	-	-	-
Totals					662,474	-	48,814	711,288

*State basis used for percentages used in schedule.

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
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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	153,186
615	Purchased Power	4,935
616	Fuel for Power Production	-
618	Chemicals	-
620	Materials & Supplies	930
630	Contractual Services	163,623
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	-
670	Bad Debt Expense	2,797
672	Miscellaneous Expenses	619
	Total Water Operation & Maintenance Expense	326,090

WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	409	10	-	419
3/4 Inch	8	12	-	20
1.0 Inch	-	2	-	2
1.5 Inch	1	-	-	1
2.0 Inch	2	1	-	3
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Other (5/8" X 3/4")	-	1	-	1
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	148	-	-	148
Total Customers	568	26	0	594

[illegible]

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


Name of Respondent Limestone Water Utility Operating Company	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
WELLS AND WELL PUMPS				
Description*** (a)	Well #1 (b)	Well #2 (c)	Well #3 (d)	Well #4 (e)
Year Constructed	1995			
Type of Well Construction	Commercial			
Type of Well Casing	Galvanized			
Depth of Well (Feet)	660			
Diameter of Well (Feet)	.333(4in)			
Pumping Capacity (GPM)	80			
Motor Size (HP)	20			
Yields of Well (GPD)	40,000			
Auxiliary Power	N/A			
RESERVOIRS				
Description*** (a)	Reservoir #1 (b)	Reservoir #2 (c)	Reservoir #3 (d)	Reservoir #4 (e)
Construction (Steel, Concrete, Pneumatic)	Steel			
Capacity (Gallons)	770			
Ground or Elevated	53			
HIGH SERVICE PUMPING				
Motor Description*** (a)	Motor #1 (b)	Motor #2 (c)	Motor #3 (d)	Motor #4 (e)
Manufacturer	Grundfos			
Type	230 3ph			
Rated Horsepower	20			
Pump Description*** (a)	Pump #1 (b)	Pump #2 (c)	Pump #3 (d)	Pump #4 (e)
Manufacturer	Grundfos			
Type	150150			
Capacity in Gallons per Minute	80			
Average Number of Hours Operated Per Day	6			
Auxiliary Power	N/A			

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

Name of Respondent Limestone Water Utility Operating Comp	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3/31/25	Year of Report 2024
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SOURCE OF SUPPLY				
List for each source of supply:				
Description	Source #1	Source #2	Source #3	Source #4
Gallons per day of source	29,000	110,000		
Type of Source	well	purchased		

WATER TREATMENT FACILITIES				
List for each water treatment facility:				
Description	Facility #1	Facility #2	Facility #3	Facility #4
Type	well candlewood	purchased aqua		
Make				
Gallons per day capacity	770	n/a no tank		
Method of Measurement	meter	meter		

OTHER WATER SYSTEM INFORMATION	
Furnish information below for each system not physically connected with another facility.	
Present Equivalent Residential Customer's * now being served	329
Maximum Equivalent Residential Customer's * that the system can efficiently serve	
Estimated annual increase in Equivalent Residential Customers *	397
* Equivalent Residential Customer= (Total Gallons Sold / 365 days) / 350 Gallons Per Day	
List fire fighting facilities and capacities:	
aqua	10" supply line
candlewood	n/a not capable
List percent of certificated area where service connections are installed	
100%	
What are the current needs and plans for system upgrading and/or expansion	
active construction of new groundwater well	
State the name and address of any engineers that plans for system upgrading and/or expansion have been discussed with	
 6652 Highway 88 Hattiesburg, MS 39402 1 901.261.2609 clearpointengineers.com	

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) <u>X</u> An Original (2) A Resubmission	(Mo, Da, Yr) 3/31/25	2024
SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT			
Rate Base			
Additions:			
Plant In Service		13,395,573	
Construction Work in Progress		2,600,231	
Property Held For Future Use			
Materials & Supplies			
Working Capital Allowance			
Other Additions - Common Plant Alloc from Parent Company			
Other Additions (Please Specify)			
Total Additions to Rate Base		15,995,804	
Deductions:			
Accumulated Depreciation		4,314,449	
Accumulated Deferred Income Taxes			
Pre 1971 Unamortized Investment Tax Credit			
Customer Deposits			
Contributions in Aid of Construction		5,346,250	
Other Deductions (Please Specify)			
Other Deductions (Please Specify)			
Total Deductions to Rate Base		9,660,699	
Rate Base		6,335,105	
Adjusted Net Operating Income			
Operating Revenues:			
Residential		1,017,466	
Commercial		92,574	
Industrial			
Public Authorities			
Multiple Family			
Fire Protection			
All Other			
Total Operating Revenues		1,110,040	
Operating Expenses:			
Operation		2,010,580	
Depreciation		329,559	
Amortization			
Taxes Other Than Income Taxes		99,122	
Income Taxes			
Total Operating Expense		2,439,261	
Net Operating Income		(1,329,221)	
Other (Gain/Loss of Utility Property)		544,373	
Other (Interest Expense)		(19,193)	
Adjusted Net Operating Income		(1,892,787)	
Rate of Return (Line 49 / Line 25)		-29.88%	
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	2024
Report Date	3/31/25

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"	18,168,264	18,168,264	0
2 Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F"	18,168,264	13,395,573	4,772,691
3 Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F"	4,314,448	4,314,448	0
4 Line 11 on F4, col. "C" agrees w/lines 32, W2, col. 1 & 30, S2, col. 1	4,314,448	4,314,449	(1)
5 Line 27 on F4, col. "C" agrees w/line 10 on F6, col. "B"	8,527,275	8,527,275	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"	(4,080,219)	(4,080,219)	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"	5,346,250	5,346,250	0
12 Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D"	454,124	454,124	0

Limestone Utility Operating Company
2024 Tap Escrow & Capital Recovery Detail

	Balance 12/31/24
ENT Cap Escrow Bank Account	509,730.01
ENT Capital Recovery Surcharge	139,977.92
PNC Capital Recovery Surcharge	116,055.22
PNC DSH Escrow Account	50,853.08
Total	816,616.23

[illegible]

EXHIBIT 12

Limestone Pro Forma Financial Statements

INCOME STATEMENT

	Year 1	Year 2	Year 3
OPERATING REVENUE			
Metered service revenue	\$ -	\$ -	\$ -
Flat rate service revenue	\$ 7,192	\$ 7,192	\$ 7,192
Re-connect fees	\$ 151	\$ 151	\$ 151
Returned check charge	\$ 76	\$ 76	\$ 76
Late payment charge	\$ 151	\$ 151	\$ 151
Total Operating Revenue	\$ 7,571	\$ 7,571	\$ 7,571
OPERATING EXPENSES			
Outside labor expenses (non-employees)	\$ 33,217	\$ 33,217	\$ 33,217
Administrative and office expense	\$ 744	\$ 744	\$ 744
Maintenance and repair expense	\$ 10,439	\$ 10,439	\$ 10,439
Electric power expense (exclude office)	\$ 7,204	\$ 7,204	\$ 7,204
Chemicals expense	\$ 5,420	\$ 5,420	\$ 5,420
Other operating expense	\$ 360	\$ 360	\$ 360
Total Operating Expenses	\$ 57,385	\$ 57,385	\$ 57,385
Annual Depreciation Expense	\$ 9,660	\$ 9,660	\$ 9,660
Total Expenses	\$ 67,045	\$ 67,045	\$ 67,045
INCOME TAXES			
Total Income Taxes	\$ -	\$ -	\$ -
Net income (Loss)	\$ (59,474)	\$ (59,474)	\$ (59,474)

Capital Budget

	Year 1	Year 2	Year 3
Acquisition	\$ -		
Improvements	\$ -		
Reinvestment of Depreciation	\$ 9,660	\$ 9,660	\$ 9,660

ASSUMPTIONS

Acq Date	
Step Rate Date	\$ -
Final Rate Date	\$ -
Water Connections	-
Water Initial Rate	\$ -
Water Step Rate	\$ -
Water Final Rate	\$ -
Wastewater Connections	10
Wastewater Initial Rate	\$ 63.09
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	0.0%
Loan Term Length	240
Loan Origination	1.0%
Insurance Premium	0.0%
Acquisition Cost	\$ -
L&E Cost	\$ -
CAPEX Cost	\$ -
Outside Labor Expense	\$ 2,768
Customer Service	\$ 30
Repairs	\$ 870
Power	\$ 600
Chemicals	\$ 452
Purchased Water	\$ -
Purchased Wastewater	\$ -
Testing Fees	\$ -
Administrative Expense	\$ 62

EXHIBIT 13

Proposed Chart of Accounts

Limestone Water Utility Operating Company, LLC
Chart of Accounts

Account Number	Account Name
105000	Construction In Progress
105001	CIP Plant
106000	Utility Plant Purchased
108000	Accum Depreciation Plant in Service
108009	Accum Depr 1 Month Difference
114000	Utility Plant Acq Adjustment
131113	Cash - ENT Operating Limestone
131213	Cash - ENT Receipts Limestone
131413	Cash - ENT Cap Imp Reserve Limestone
131513	Cash - ENT Tap Fee Escrow Limestone
131613	Cash - PNC Operating Limestone
131813	Cash - PNC Cap Imp Reserve Limestone
131814	Cash - PNC DSH Escrow Limestone
134000	Other Special Deposits
142000	Accounts Receivable - Trade
142100	AR Adjustments
143000	Accounts Receivable - Other
144000	Accum Prov for Uncoll Accounts
166000	Prepayments
173100	Water - Accrued Utility Revenues
173200	Sewer - Accrued Utility Revenues
183000	PSI - General
183001	PSI - Engineering
183002	PSI - Legal
184200	Customer Cash Clearing Acct
186000	Misc. Deferred Debits
186001	Deferred Rate Case Expense
186010	Other Deferred Debits
186020	Deferred Debits - Utility Deposits
186100	Regulatory Asset
201000	Common Stock Issued
232000	Accounts Payable
232100	A/P Historic
233000	Notes Payable - Assoc Companies
236000	Accrued Taxes Payable
241000	Sales Tax Payable
241100	Cap Improvement Reserve
242000	Misc Current and Accrued Liabilities
242200	Impact Fee Liability
271000	CIAC

272000	CIAC - Accum Amort
303000	Water - Land and Land Rights
304000	Water - S&I
304006	Water - S&I - 40 Years
304100	Water - S&I Source of Supply
309000	Water - Supply Mains
309001	Water - Supply Mains - 10 Years
320000	Water - Treatment Equip
320003	Water - Treatment Equip - 35 Years
331000	Water - Transmission & Distribution Mains
331002	Water - Transmission & Distribution Mains - 50 Years
333000	Water - Services to Customers
333004	Water - Services to Customers - 10 Years
334000	Water - Meters and Installation
334001	Water - Meters and Installation - 10 Years
335000	Water - Hydrants
335001	Water - Hydrants - 10 Years
339000	Water - Other Plant and Misc Equip
345000	Water - Power Operated Equip
346001	Water - Communication Equip - 10 Years
347001	Water - Misc Equip - 10 Years
347004	Water - Misc Equip - 50 Years
353000	Sewer - Land and Land Rights
354000	Sewer - S&I
354005	Sewer - S&I - 40 Years
360000	Sewer - Collection Sewers - Force
360001	Sewer - Collection Sewers - Force - 50 Years
361000	Sewer - Collection Sewers - Gravity
361001	Sewer - Collection Sewers - Gravity - 50 Years
363000	Sewer - Services to Customers
364000	Sewer - Flow Measuring Devices
364001	Sewer - Flow Measuring Devices - 10 Years
364002	Sewer - Flow Measuring Devices - 30 Years
370000	Sewer - Receiving Wells
371000	Sewer - Pumping Equip
371002	Sewer - Pumping Equip - 10 Years
380000	Sewer - Treatment & Disposal Equip
380003	Sewer - Treatment & Disposal Equip - 20 Years
381001	Sewer - Plant Sewers - 40 Years
382000	Sewer - Outfall Sewer Lines
382001	Sewer - Outfall Sewer Lines - 50 Years
389000	Sewer - Other Plant & Misc. Equip
389002	Sewer - Other Plant & Misc. Equip - 20 Years
390000	Sewer - Office Furniture and Equipment

390004	Sewer - Office Furniture and Equip - 20 Years
391002	Sewer - Transportation Equip - 10 Years
393000	Sewer - Tools, Shop, and Garage Equip
393002	Sewer - Tools, Shop, and Garage Equip - 10 Years
393004	Sewer - Tools, Shop, and Garage Equip - 20 Years
395000	Sewer - Power Operated Equip
396000	Sewer - Communication Equip
396002	Sewer - Communication Equip - 10 Years
397001	Sewer - Misc Equipment - 10 Years
398000	Sewer - Other Tangible Plant
398002	Sewer - Other Tangible Plant - 10 Years
403000	Depreciation Expense
403100	Depreciation Expense CIAC
408100	Taxes - Other
408160	Taxes - Property
414000	Gain/Loss of Utility Property
460000	Water - Unmetered Revenue
470000	Water - Late Fees
471000	Water - Misc Service Revenues
521000	Sewer - Unmetered Revenue
532000	Sewer - Late Fees
536000	Sewer - Misc. Service Revenue
610000	Water - Purchased Water
615000	Water - Purchased Power
618000	Water - Chemicals
618500	Water - Chemicals - T&D
620000	Water - Materials and Supplies
620100	Water - Materials and Supplies - SoS Ops
620600	Water - Materials and Supplies - T&D Maint
629000	Water - Mowing and Lawn Maintenance
630000	Water - Contract Operations
630100	Water - Source of Supply Ops
630200	Water - Source of Supply Maintenance
630203	Water - SoS Maint - Wells and Springs
630300	Water - Treatment Ops
630405	Water - Treatment Maint - Maint of Purification Equip
630500	Water - T&D Ops
630600	Water - T&D Maintenance
630603	Water - T&D Maint - Hydrant Maint
630604	Water - T&D Maint - Maps and Records
630605	Water - T&D Maint - Meter Maint
630606	Water - T&D Maint - Maint of Customer Services
630607	Water - T&D Maint - Maint of Mains
635000	Water - Testing

670000	Water - Bad Debt
675000	Water - Misc Expense
710000	Sewer - Purchased Treatment
711000	Sewer - Sludge Removal
715000	Sewer - Purchased Power
716000	Sewer - Fuel for Power Production
718000	Sewer - Chemicals
718500	Sewer - Chemicals - Treatment and Disposal
720000	Sewer - Materials and Supplies
720100	Sewer - Materials and Supplies - Collection Ops
720400	Sewer - Materials and Supplies - Pumping Maint
720500	Sewer - Materials and Supplies - T&D Ops
720600	Sewer - Materials and Supplies - T&D Maint
729000	Sewer - Mowing and Lawn maintenance
730000	Sewer - Contract Operations
730100	Sewer - Contract Operations - Collection Ops
730200	Sewer - Collection Maintenance
730201	Sewer - Collection Maint - Plant S&I
730202	Sewer - Collection Maint - Pumping Equip Maint
730203	Sewer - Collection Maint - Maint of Meters
730204	Sewer - Collection Maint - Maint of Mains
730205	Sewer - Collection Maint - Other Collection Plant Maint
730206	Sewer - Collection Maint - Maint Customer Services
730300	Sewer - Contract Operations - Pumping Ops
730400	Sewer - Pumping Maintenance
730500	Sewer - T&D Ops
730600	Sewer - T&D Maintenance
730602	Sewer - T&D Maint - Pumping Equip Maint
730603	Sewer - T&D Maint - Other T&D Plant Maint
735000	Sewer - Contract Svcs - Testing
770000	Sewer - Bad Debt Exp
775000	Sewer - Misc. Expense
775600	Sewer - Misc. Expense - T&D Maint
903100	Cust Record Collect (Billing)
903200	Customer Collection Expenses
903280	Cust Record Collect (Bank Fees)
904000	Uncollectible Accounts
921110	Office Exp - Meals and Travel
921500	Office Exp - Communication
921800	Office Exp - Supplies
922000	Admin Expenses Transferred
923100	OSS - Bank Fees
923400	OSS - Legal
923500	OSS - Audit and Accounting

923600	OSS - MGMT Consult
923900	OSS - IT
924400	Property Insurance - Commercial
928100	Regulatory Expense - DNR
928300	Regulatory Expense - Other
930200	Misc. General Exp
930300	Customer Courtesy Credit

EXHIBIT 14

List of Plant-In-Service Accounts

Limestone Water Utility Operating Company

Account Balances- List of Plant in Service (Campbell Hollow)

Acct Name	Acct #	Balance
Treatment and Disposal Equipment	380.000	\$ 386,403.00
Collecting Sewers - Force	360.000	\$ 31,100.00
Structures and Improvements	354.000	\$ 127,000.00
		\$ 544,503.00

EXHIBIT 15

Surety Bond

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

Bond #: RCB0036021

WHEREAS, Limestone Utility Operating Company, LLC ("Principal"), holds a Certificate of Public Convenience and Necessity ("CCN") with amendments to operate public wastewater utilities in each extended territory approved by the Tennessee Public Utility Commission, subject to the laws of the State of Tennessee and rules and regulations of the Tennessee Public Utility Commission ("Commission") relating to the operation of a public wastewater utility; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 201 (e) of the Tennessee Code Annotated, a public utility providing wastewater service is required to post a bond in order to maintain such authority and to ensure the proper operation and maintenance of the public utility, conditioned as prescribed in Tenn. Comp. R. & Regs. Chapter 1220-4-13; and

WHEREAS RLI Insurance Company ("Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 201 of the Tennessee Code Annotated and Tenn. Comp. R. & Regs. Chapter 1220-4-13.

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 201 and Tenn. Comp. R. & Regs. Chapter 1220-4-13 in the full amount of Three Hundred Thousand and 00/100 (\$300,000.00) lawful money of the United States of America to be used to enable the continued operation of the public wastewater utility for the full and prompt payment of any monetary obligation imposed against the Principal, its representatives, successors or assigns, in any contested case proceeding brought under Title 65 of Tennessee Code Annotated or by Tenn. Comp. R. & Regs. Chapter 1220-4-13 on behalf of the TPUC, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 19th of January, 2022, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Three Hundred Thousand and 00/100 (\$300,000.00). The Surety may cancel this bond by giving sixty (60) days written notice of such cancellation to the Commission and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Limestone Utility Operating Company, LLC
Name of Company authorized by the TPUC

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

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

RLI Insurance Company
Name of Surety

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

SIGNATURE OF SURETY AGENT

Name: Trudy Whitrock
Title: Attorney-in-Fact

Address of Surety Agent:
Charles L. Crane Agency
100 N. Broadway, Suite 900
St. Louis, MO 63102

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 201, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AND TENN. COMP. R. & REGS. CHAPTER 1220-4-13. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ Missouri
COUNTY OF St. Louis

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

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

My Commission Expires:

May 4th, 2024

Daniel Ryan Janowiak
Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF MISSOURI
COUNTY OF St. Louis

Before me, a Notary Public of the State and County aforesaid, personally appeared Trudy Whitrock with whom I am
personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on
behalf of RLI Insurance Company, the within named Surety, a corporation licensed to do business in the State of Tennessee
and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title
56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the
foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 19th day of January, 2022.

My Commission Expires:

April 9th, 2022

David Christopher James
Notary Public



APPROVAL AND ENDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Public Utility
Commission, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Theresa A. Hunziker, Gregory L. Stanley, Michael T. Reedy, Linda McCarthy, Gerald M. Rogers, Harold F. James, Stephen J. Alabach,
Joel Karsten, Karen Speckhals, Cindy Rohr, Terri Hunziker, Christopher J. O Hagan, Brandi L. Bullock, Don K. Ardolino, Kimberly
Ann Connell, Trudy Whitrock, Michelle Wilson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of February, 2021.



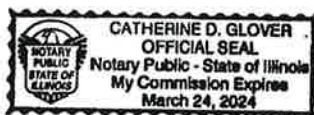
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of February, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

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



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19th day of January, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

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

EXHIBIT 16

Limestone's Proposed Tariff

Limestone Water UOC

Wastewater Service Tariff

TRA #1
Rate Schedules

SCHEDULE OF RATES & CHARGES GRASSLAND SERVICE TERRITORY

Residential Monthly Wastewater Service:

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

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

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

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

SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY

Residential Monthly Wastewater Service:

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

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

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

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

SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY

Residential Monthly Wastewater Service:

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

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

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

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

SCHEDULE OF RATES & CHARGES HARDEMAN SPRINGS SERVICE TERRITORY

Residential Monthly Wastewater Service:

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

Commercial Monthly Wastewater Service:

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

Miscellaneous Charges:

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

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

Property Owner/Builder/Developer Fees:

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

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

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

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

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

Original Sheet # 1-5

Schedule of Rates and Charges
Chapel Woods Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$29 per month

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

Limestone Water UOC

Wastewater Service Tariff

TRA #2
Rules and Regulations

RULES AND REGULATIONS

Statement of Purpose

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

Definition of Terms

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

Authorization of Rules and Regulations

Limestone Water UOC, LLC, a corporation organized and engaged in business as a public utility in the State of Tennessee under a transferred Certificate of Convenience and Necessity approved by the Tennessee Regulatory Authority submits the following statement of its rules and regulations.

Effect of Rules and Regulations

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

Utility Items on Private Property

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

Discontinuance of Service

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

1. Non-payment of bill as hereinafter set forth.
2. For misrepresentation in the application.
3. For modifying or repairing any Property of the Company.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For damaging any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.

Non-payment Penalties

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

Change in Ownership, Tenancy of Service

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

Security Deposits

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

Engineering Materials and Construction Standards

To be provided upon written request.

Special Pretreatment Sewage Requirements

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

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

Damages

The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

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

Inspection

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

In Event of Emergency

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

Extension Plan

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

Contracts for Service

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

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

Customer Billing Forms

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

Public Contact

Billing & Plant Operations:
1-855-723-2450

support@limestonewateruoc.com

Tennessee Regulatory Authority Regulations

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

Returned Checks

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

Payment Plans

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

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

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

Alternative Address Notification

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

Limestone Water UOC
1630 Des Peres Road
Des Peres MO 63131

SEWER SERVICE CONTRACT

_____Number of Bedrooms _____Square Feet

Responsible Party for paying the bill:

Customer Name _____

Address of Service _____

CITY

STATE

ZIP

Mailing Address (if different) _____

CITY

STATE

ZIP

Phone: Home # _____ Work # _____

Email address: _____

(Limestone Water UOC does not sell or provide customer contact information to third parties.)

Contact Person (if different from Customer) _____

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

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

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

Date _____ Signed _____

Contract approved and issued:

Date _____ By _____

Office Use Only:

Account # _____

EXHIBIT 17

Depreciation Rates

Limestone Water Operating Company, LLC
Schedule of Depreciation Rates
For the Period Ending April 30, 2024

Line Number	NARUC Acct. No.	Account Title	Current Accrual Rate	Average Service Life
(A)	(B)	(C)	(D)	(E)
1				
2	303.000	Land and Land Rights	0.00%	n/a
3	304.006	S&I	2.50%	40.0
4	304.100	S&I Source of Supply	2.50%	40.0
5	309.001	Supply Mains	10.00%	10.0
6	320.003	Treatment Equip	2.86%	35.0
7	331.002	Transmission & Distribution Mains	2.00%	50.0
8	333.004	Services to Customers	10.00%	10.0
9	334.001	Meters and Installation	10.00%	10.0
10	335.001	Hydrants	10.00%	10.0
11	339.000	Other Plant and Misc Equip	10.00%	10.0
12	346.001	Communication Equip	10.00%	10.0
13	347.001	Misc Equip	10.00%	10.0
14	353.000	Land and Land Rights	0.00%	n/a
15	354.005	S&I	2.50%	40.0
16	360.001	Collection Sewers - Force	2.00%	50.0
17	361.001	Collection Sewers - Gravity	2.00%	50.0
18	363.000	Services to Customers	2.00%	50.0
19	364.002	Flow Measuring Devices	3.33%	30.0
20	370.000	Receiving Wells	4.00%	25.0
21	371.002	Pumping Equip	10.00%	10.0
22	380.003	Treatment & Disposal Equip	5.00%	20.0
23	381.001	Plant Sewers	2.50%	40.0
24	382.001	Outfall Sewer Lines	2.00%	50.0
25	389.002	Other Plant & Misc. Equip	5.00%	20.0
26	393.002	Tools, Shop, and Garage Equip	10.00%	10.0
27	395.000	Power Operated Equip	6.67%	15.0
28	396.002	Communication Equip	10.00%	10.0
29	397.001	Misc Equipment	10.00%	10.0
30	398.002	Other Tangible Plant	10.00%	10.0

PUBLIC VERSION

EXHIBIT 18

Estimated Cost of Construction

EXHIBIT 19

State Operator Certificate

State of Tennessee
Department of Environment and Conservation



Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

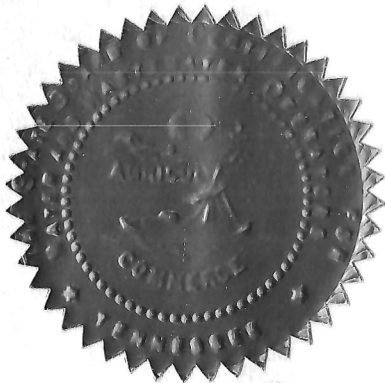
has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board.

and is therefore, by these presents, entitled to recognition as a

Grade IV Water Treatment Plant Operator

In Witness Whereof, we have subscribed our names and affixed our Seal



Attest

W. David Johnson
Board Secretary

Certificate No. ***** Dated November 06, 2003

Recommended J. Darryl Green
Board Chairman

Approved Betsy L. Child Commissioner.

State of Tennessee
Department of Environment and Conservation



Water and Wastewater Operator Certification Board
Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

has satisfactorily fulfilled the requirements set forth by the

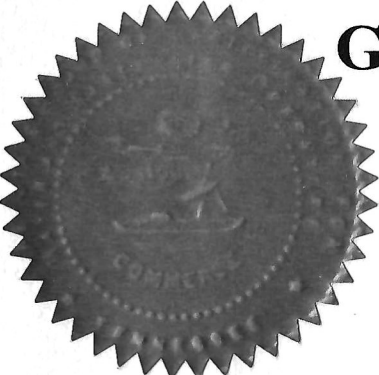
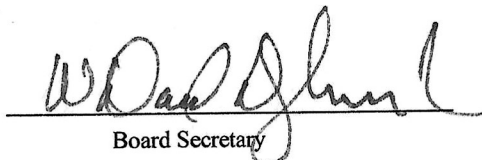
Water and Wastewater Operator Certification Board

and is therefore, by these presents, entitled to recognition as a

Grade II Wastewater Collection System Operator

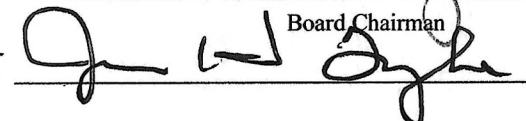
In Witness Whereof, we have subscribed our names and affixed our Seal

Attest



Board Secretary

Certificate No. ***** Dated May 03, 2007

Recommended 
Board Chairman

Approved  Commissioner.



Tennessee Department of Environment and Conservation

Julian R. Fleming Environmental Training Center

Awards This Certificate To

Dana Douglas

For Completion of the Course and Competency in
Testing and Evaluation of Backflow Prevention

Assemblies on

November 16, 2021

Certificate No.

5353

Expiration Date

November 16, 2024


Director, Fleming Training Center

State of Tennessee
Department of Environment and Conservation



Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board.

and is therefore, by these presents, entitled to recognition as a

Grade II Distribution System Operator

In Witness Whereof, we have subscribed our names and affixed our Seal



Attest W. David D. Jones
Board Secretary

Certificate No. ***** Dated November 04, 2004

Recommended J. Darryl Green
Board Chairman
Approved Betsy Z. Child Commissioner.

State of Tennessee
Department of Environment and Conservation



Water and Wastewater Operator Certification Board

Issues This

Certificate of Competency

as Testimony That

Dana L. Douglas

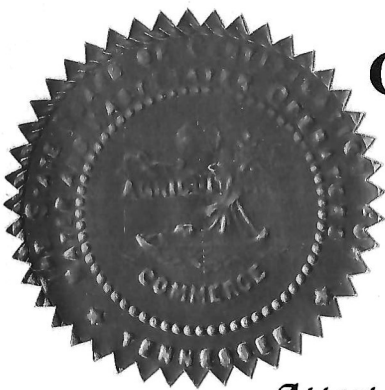
has satisfactorily fulfilled the requirements set forth by the

Water and Wastewater Operator Certification Board.

and is therefore, by these presents, entitled to recognition as a

Grade IV Wastewater Treatment Plant Operator

In Witness Whereof, we have subscribed our names and affixed our Seal



Attest

W. Randolph
Board Secretary

Certificate No. ***** Dated May 06, 2004

Recommended J. Darryl Green
Board Chairman
Approved Betsy L. Child Commissioner.

EXHIBIT 20

Contractor's License

State of Tennessee

418254

14094080

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
DSH & ASSOCIATES, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 64260

LIC STATUS: ACTIVE

EXPIRATION DATE: October 31, 2026

UNLIMITED; BC; MU-A; MU-C



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

EXHIBIT 21

SOP Application



Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102
(615) 532-0625

APPLICATION FOR A STATE OPERATION PERMIT (SOP)

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

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

Permittee

Name
(applicant): LIMESTONE WATER UTILITY OPERATING COMPANY LLC


Permittee 1630 DES PERES RD SUITE 140 DES PERES MO 63131
Address:

Official Contact: ARTHUR FAIELLO	Title or Position: REGIONAL MANAGER		
Mailing Address: 1630 DES PERES RD SUITE 14	City: DES PERES	State: MO	Zip: 63131
Phone number(s): 314-736-4672	E-mail: ARTHUR@CSWRGROUP.COM		

Optional Contact: JO ANNA MCMAHON	Title or Position: DIRECTOR		
Address: 1630 DES PERES RD SUITE 140	City: DES PERES	State: MO	Zip: 63131
Phone number(s): 314-736-4672	E-mail: JMCMAHON@CSWRPGROUP.COM		

Application Certification (must be signed in accordance with the requirements of Rule 0400-40-05-.05)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Name and title; print or type Jacob Freeman - Engineering Director	Signature 	Date 7/23/24
---	---	-----------------

Facility Identification:		Existing Permit No.	
Facility Name:		County: SEVIER	
Facility Address or Location: 1420 CAMPBELL HOLLOW ROAD SEVIER COUNTY, TN 37876		Latitude: 35.832220,	
		Longitude: -83.424981	
Name and distance to nearest receiving waters: MISC TRIBS TO LITTLE EAST FORK 800FT			
If any other State or Federal Water/Wastewater Permits have been obtained for this site, list their permit numbers: NO			
Name of company or governmental entity that will operate the permitted system: CWSR GROUP			
Operator address: PAUL CLEVINGER 3378 THOMASWOOD TRL SEVIERVILLE TN 37876			
Has the owner/operator filed for a Certificate of Convenience & Necessity (CCN), or an amended CCN, with the Tennessee Regulatory Authority (TRA) (may be required for collection systems and land application treatment systems)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A			
If the applicant listed above does not yet own the facility/site or if the applicant will not be the operator, explain how and when the ownership will be transferred or describe the contractual arrangement and renewal terms of the contract for operations. CWSR GROUP TO BE DEEDED THE PLANT AND DRIP FIELD UPON COMPLETION			
Complete the following information explaining the entity type, number of design units, and daily design wastewater flow:			
<u>Entity Type</u>	<u>Number of Design Units</u>		<u>Flow (gpd)</u>
<input type="checkbox"/> City, town or county	No. of connections:		
<input checked="" type="checkbox"/> Subdivision	No. of homes: 10	Avg. No. bedrooms per home: 14	14,000
<input type="checkbox"/> School	No. of students:	Size of cafeteria(s): No. of showers:	
<input type="checkbox"/> Apartment	No. of units:	No. units with Washer/Dryer hookups: No. units without W/D hookups:	
<input type="checkbox"/> Commercial Business	No. of employees:	Type of business:	
<input type="checkbox"/> Industry	No. of employees:	Product(s) manufactured:	
<input type="checkbox"/> Resort	No. of units:		
<input type="checkbox"/> Camp	No. of hookups:		
<input type="checkbox"/> RV Park	No. of hookups:	No. of dump stations:	
<input type="checkbox"/> Car Wash	No. of bays:		
<input type="checkbox"/> Other			
Describe the type and frequency of activities that result in wastewater generation. People living in a residential subdivision			

Engineering Report (required for collection systems and/or land application treatment systems):	<input type="checkbox"/> N/A
<input checked="" type="checkbox"/> Prepared in accordance with Rule 0400-40-05-.03 and Section 1.2 of the State of Tennessee Design Criteria for Sewage Works	
<input checked="" type="checkbox"/> Attached, or <input type="checkbox"/> Previously submitted and entitled: _____	
Operation and Maintenance Inspection Schedule Submitted:	Approved? <input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No Approved? <input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No

Wastewater Collection System:	<input type="checkbox"/> N/A
System type (i.e., gravity, low pressure, vacuum, combination, etc.): STEP LOW PRESSURE FM	
System Description: 1,646ft SCH.40 PVC FM 2"	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): PLC WITH CELLULAR CONNECTIVITY	
In the event of a system failure describe means of operator notification: CELL NOTIFICATION	
List the emergency contact(s) (name/phone): PAUL CLEVINGER	
For low-pressure systems, who is responsible for maintenance of STEP/STEG tanks and pumps or grinder pumps (list all contact information)? LIMESTONE WATER UTILITY OPERATING COMPANY LLC	
Approximate length of sewer (excluding private service lateral): 1,646 FT	
Number/hp of lift stations: 0 / Number/hp of lift pumps 0 /	
Number/volume of low pressure and or grinder pump tanks 10 STEP /	
Number/volume septic tanks / 3x DAILY (4,200 GAL)	
Attach a schematic of the collection system. <input checked="" type="checkbox"/> Attached	
If this is a satellite sewer and you are tying in to another sewer system complete the following section, listing tie-in points to the sewer system and their location (attach additional sheets as necessary):	
<u>Tie-in Point</u>	<u>Latitude (xx.xxxx°)</u>
<u>Longitude (xx.xxxx°)</u>	

Land Application Treatment System:	<input type="checkbox"/> N/A
Type of Land Application Treatment System: <input checked="" type="checkbox"/> Drip <input type="checkbox"/> Spray <input type="checkbox"/> Other, explain:	
Type of treatment facility preceding land application (recirculating media filters, lagoons, other, etc.):	RECIRCULATING MEDIA FILTER
Attach a treatment schematic. <input checked="" type="checkbox"/> Attached	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	WATERTIGHT SYSTEM
For New or Modified Projects:	
Name of Developer for the project:	Wade Howell 865-850-1661
Developer address and phone number:	HB South, 100 Matthews Blvd, Destin, Fl. 32541
For land application, list: Proposed acreage involved:	1.5ac
Inches/week gpd/sq.ft loading rate to be applied:	0.25 GPD/SF
Is wastewater disinfection proposed?	
<input checked="" type="checkbox"/> Yes Describe land application area access:	FENCED AS WELL AS DISINFECTION
<input type="checkbox"/> No Describe how access to the land application area will be restricted:	
Attach required additional Engineering Report Information (see website for more information)	
<input checked="" type="checkbox"/> Topographic map (1:24,000 scale presented at a six inch by six inch minimum size) showing the location of the project including quadrangle(s) name(s) GPS coordinates, and latitude and longitude in decimal degrees should also be included.	
<input checked="" type="checkbox"/> Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, the proposed land application area(s), roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands.	
<input checked="" type="checkbox"/> Soils information for the proposed land disposal area in the form of a Water Resources Soils Map per Chapter 16 and 17 State of Tennessee Design Criteria for Sewage Work. The soils information should include soil depth (borings to a minimum of 4 feet or refusal) and soil profile description for each soil mapped.	
<input checked="" type="checkbox"/> Topographic map of the area where the wastewater is to be land applied with no greater than ten foot contours presented at a minimum size of 24 inches by 24 inches.	
<input checked="" type="checkbox"/> Describe alternative application methods based on the following priority rating: (1) connection to a municipal/public sewer system, (2) connection to a conventional subsurface disposal system as regulated by the Division of Groundwater Protection, and/or (3) land application.	

For Drip Dispersal Systems Only: Unless otherwise determined by the Department, sewage treatment effluent wells, i.e, large capacity treatment/drip dispersal systems after approval of the SOP Application, will be issued an UIC tracking number and will be authorized as Permit by Rule per UIC Rule 0400-45-06-.14(2) and upon issue of a State Operating Permit and Sewage System Construction Approval by the Department. Describe the following:	<input type="checkbox"/> N/A
The area of review (AOR) for each Drip Dispersal System shall, unless otherwise specified by the Department, consist of the area lying within a one mile radius or an area defined by using calculations under 0400-45-06-.09 of the Drip Dispersal System site or facility, and shall include, but not be limited to general surface geographic features, general subsurface geology, and general demographic and cultural features within the area. Attach to this part of the application a general characterization of the AOR, including the following: (This can be in narrative form)	
<input checked="" type="checkbox"/> A general description of all past and present groundwater uses as well as the general groundwater flow direction and general water quality.	
<input checked="" type="checkbox"/> A general description of the population and cultural development within the AOR (i.e. agricultural, commercial, residential or mixed)	
<input checked="" type="checkbox"/> Nature of injected fluid to include physical, chemical, biological or radiological characteristics.	
<input type="checkbox"/> If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems. Or supply map showing general location of publicly supplied water for the area (this can be obtained from the water provider)	
<input type="checkbox"/> If the proposed system is located within a wellhead protection area or source water protection area designated by Rule 0400-45-01-.34, show the boundary of the protection area on the facility site plan.	
<input checked="" type="checkbox"/> Description of system, Volume of injected fluid in gallons per day based upon design flow, including any monitoring wells	
<input type="checkbox"/> Nature and type of system, including installed dimensions of wells and construction materials	

Pump and Haul:	<input checked="" type="checkbox"/> N/A
Reason system cannot be served by public sewer:	
Distance to the nearest manhole where public sewer service is available:	
When sewer service will be available:	
Volume of holding tank: gal.	
Tennessee licensed septage hauler (attach copy of agreement):	
Facility accepting the septage (attach copy of acceptance letter):	
Latitude and Longitude (in decimal degrees) of approved manhole for discharge of septage:	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	

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

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

APPLICATION FOR A STATE OPERATION PERMIT (SOP) INSTRUCTIONS

Purpose of this form A completed SOP application must be submitted to obtain SOP coverage. This permit is required to operate a sewage, industrial waste or other waste collection and/or treatment system that does not have a point source discharge to any surface or subsurface waters. This form must be submitted at least 180 days before starting any new activity, before an existing permit expires, or when renewing a permit.

Complete the form Type or print clearly, using black or blue ink; not markers or pencil. Answer each item or enter "N/A," for not applicable. If you need additional space, attach a separate piece of paper to the SOP application. Applicants may be required to submit engineering reports, plans and specifications. Contact the division for the applicable items, or refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information. **The application will be considered incomplete without supplying all of the required information, Engineering Reports, and an original signature.**

Permittee Identification/Facility Identification Describe and locate the project, use the legal or official name of the facility or site. Provide the latitude and longitude (expressed in decimal degrees) of the center of the site, which can be located on USGS quadrangle maps. The quadrangle maps can be obtained at 1-800-USA-MAPS, or at the Census Bureau world wide web site: <http://www.census.gov/cgi-bin/gazetteer>. Attach a copy of a portion of a 7.5 minute quad map, showing location of site, with boundaries at least one mile outside the site boundaries. If business is mobile give the owner of operations' home, or business office address, and list all current areas of operation by city and county.

Wastewater Collection System These types of systems require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information.

Land Application Treatment System These types of systems require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information. Public access to the treatment area must be restricted, if disinfection is not part of the treatment. Applicants completing this section of the application must also complete the Wastewater Collection System section.

Pump and Haul These types of systems may require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information.

Holding Ponds Given that annual rainfall onto open ponds exceeds annual evaporation (in Tennessee), the permittee must develop a written plan (to be retained on site and be available to the division upon request) that addresses how excess rainfall will be disposed of in compliance with the no discharge requirement of this permit. Treatment ponds are not to be used for stormwater treatment or storage. All new and existing point source industrial stormwater discharges associated with industrial activity require coverage under the

APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS - CONTINUED

Tennessee industrial stormwater multi-sector general permit TMSP, refer to the [website](#) for more information. Describe the system for re-routing surface runoff away from ponds in the rainfall disposal plan.

Mobile Wash Operations Indicate whether the operation is run by an individual or a corporation with a fleet of vehicles equipped to wash and collect waste waters. If a corporation, indicate the home office as the "Official Contact". Indicate if operations take place at specific sites and list those counties that apply. Note that this permit covers operations for all of Tennessee. Operations indicated as "statewide" generally apply as a fleet type operation and each office location shall be individually permitted. Equipment may be truck or trailer-mounted, or both, indicate all that applies. Soaps, detergents, and other chemicals used should be non-toxic and biodegradable. All "chemically enhanced" (soaps, detergents, and other chemicals) waste-wash waters must be collected for proper disposal. If no chemically enhanced washwaters are used, clear-wash waters may travel by sheet flow to a gravel or grassy area where there is no opportunity to enter waters of the state. There should be no discharge to a storm water inlet, ditch, conveyance, stream, etc. If you are unsure of your wash area drainage, contact the area Environmental Field Office (EFO) prior to setting up your wash operation.

Fees Refer to the TDEC-DWR Environmental Protection Fund Fee Rule 0400-40-11-.02. Links to publications are available on Department of Environment and Conservation, Division of Water Resources webpage and the webpage for the Tennessee Secretary of State.

Submitting the form and obtaining more information Note that this form must be signed by the chief executive officer, owner, or highest ranking elected official. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit a complete application electronically to water.permits@tn.gov (preferred) or to the appropriate EFO for the county(ies) where the facility is located, addressed to **Attention: DWR, Permit Section**. Please keep a copy for your records.

EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett	38133	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Dr	38305-4316	Chattanooga	1301 Riverfront Parkway Suite 206	37402
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601

APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS - CONTINUED

Upon receipt of the required items, the division conducts a review of the material, and the applicant is notified of any deficiencies. When all the deficiencies have been corrected, the division makes a determination of whether to publish a draft permit. When a draft permit is generated, a public notice is issued and published in a local newspaper. The draft permit is then reviewed by the applicant, and division field staff. The general public also has an opportunity to review the permit. Based on public response, a public hearing may be held. After considering public comments and a final review, the permit may be issued. The entire process normally takes from five (5) to nine (9) months. Permits are normally valid for five (5) years, except those for pump and haul systems, which are generally valid for one (1) year.

The division has the right to inspect a facility when deemed necessary. In addition, the division has the right to revoke or suspend any permit for violation of permit conditions or any other provisions of the Tennessee Water Quality Control Act and other water pollution control rules.

The division is responsible for regulating any activity, which involves a potential discharge in order to protect waters of the State from pollution and to maintain the highest possible standards in water quality.

EXHIBIT 22

Developer Agreement

UTILITY SERVICES AGREEMENT

This agreement to provide sewer utility services ("Agreement") is entered into this 30th day of April, 2024 between **LIMESTONE WATER UTILITY OPERATING COMPANY, LLC** ("Utility") and **WADE HOWELL** ("Developer") (each a "Party" and jointly "the Parties").

WHEREAS, Utility is a limited liability company, organized and existing under the constitution and the laws of the State of Tennessee, with all the requisite power necessary to enter into the Agreement;

WHEREAS, Developer is an individual sole-proprietor, with all the requisite power necessary to enter into the Agreement;

WHEREAS, Developer has acquired or will acquire property in the State of Tennessee, County of Sevier, being known as **Campbell Hollow** (hereinafter "the Property"), as set out herein on **EXHIBIT A**, attached hereto and incorporated herein; and

WHEREAS, Developer desires to develop the Property as a residential subdivision in accordance with applicable state and local zoning and development regulations and provide all dwellings within the Property with central sewer service; and

WHEREAS, Utility is authorized to provide sewer service to the area where the Property is located and desires to own and operate sewer facilities and equipment constructed or installed by Developer to serve structures within the Property;

NOW THEREFORE, for the consideration expressed in the Agreement and subject to all its terms and conditions, the sufficiency of which is hereby acknowledged, the Parties contract and agree as follows:

1. DEFINITIONS

- 1.1 **"Accepted Sewage"** means domestic sewage such as sewage from residences, office buildings, motels, restaurants and other commercial uses, but expressly excludes: (i) all substances that will damage, clog, or adversely affect lines and facilities owned or operated by Utility, (ii) industrial or toxic wastes, (iii) any other wastes that Utility (or any governmental agency) determines Utility's sewage treatment facilities (and its lines or other facilities) cannot handle, and (iv) storm and rain water.
- 1.2 **"Environmental Regulator"** means all state or local governmental agencies regulating the construction of Infrastructure (herein defined) within the Property.
- 1.3 **"Final Property Plan"** means the as-recorded official and fully-approved (if governmental approvals are required) map and plat of the Property.
- 1.4 **"Infrastructure"** means:

Sewer infrastructure including but not limited to, lines, pipes, conduit, tubing, systems, pumps, lift stations, tanks and structures, mechanical apparatus, and facilities constructed, placed, or located by Developer for the receipt and transmission of sewage from the Property.

- 1.5 **“Services”** means:
Sewer services, which is the receipt and treatment of Accepted Sewage by Utility from structures within the Property.
- 1.6 **“User”** means a customer utilizing Services within the Property.
- 1.7 **“Utility Construction Requirements”** means Utility’s construction specifications, notes and details for Infrastructure for the Property.

2. **SEWER SYSTEM**

- 2.1 Developer shall design and construct, at its sole expense, all Infrastructure within the Property in accordance with engineering plans and specifications of the Developer’s engineer prepared in accordance with all applicable governmental standards and regulations and Utility’s Utility Construction Requirements. Plans and specifications shall be submitted to Utility for review, and must have received Utility’s written approval before construction begins, which approval shall not be reasonably withheld or delayed.
- 2.2 All Infrastructure shall be constructed by a contractor that is selected by Developer and approved by Utility prior to beginning construction, which approval shall not be unreasonably withheld or delayed. The contractor must hold all required state and local licenses and, if required by Utility, must produce a valid Certificate of Insurance showing Utility as an additional insured during construction of the Infrastructure.
- 2.3 Developer must submit, at no charge to Utility, all construction plans and specifications for the Infrastructure. The plans submitted in accordance with this section shall be Developer’s plans which have received all required governmental approvals.
- 2.4 Upon completion of the Infrastructure, Developer must submit to Utility, at no charge, three (3) sets of “As Built” construction plans and specifications as well as an electronic copy of all plans in a format acceptable to Utility.

3. **EASEMENTS/SERVITUDES AND REAL PROPERTY**

- 3.1 By its execution of the Agreement, Developer grants, conveys, sets over, and assigns unto Utility a non-exclusive easement/servitude of use and passage within all utility easements/servitudes, rights of ways, and streets within the Property as shown on the final subdivision plan or similar document. The easement/servitude of passage shall be used by Utility exclusively in connection with the maintenance, construction, and operation of the Infrastructure within the Property. Notwithstanding the foregoing, Developer further agrees to execute assignments, easements/servitudes, and any additional documents requested by Utility in order to memorialize this grant of easement/servitude.
- 3.2 Developer agrees to add the following wording to the final subdivision plan or similar document as recorded in the official real estate records of each county/parish where the Property is located: “Limestone Water Utility Operating Company, LLC its successors and assigns, is hereby granted the right to construct, maintain, and provide sewer services within the street rights of way, both public and private, and easements and servitudes set forth herein and/or hereafter granted and is further granted the exclusive right to provide

sewer services as a non-public, investor-owned utility. No single structure sewage treatment may be constructed while sewer service is available from Limestone Water Utility Operating Company, LLC.”

- 3.3 Upon completion and acceptance by Utility of the facilities to be constructed and installed by Developer in accordance with the Agreement, all Infrastructure shall become the property of Utility, as installed and without the requirement of written documents of transfer. Utility shall own, operate, and maintain such facilities at its sole cost and responsibility and shall have all right, title, and interest as sole owner of those facilities. Notwithstanding the foregoing, Developer shall execute a deed(s), bill of sale and/or other documents reasonably requested by Utility as necessary or desirable, in its sole opinion, to convey to Utility and ensure Utility’s ownership of, ready access to, and operations and maintenance of the Infrastructure.

4. WARRANTIES AND REPRESENTATIONS

- 4.1 Upon final acceptance and transfer to Utility of the Infrastructure at Closing (hereinafter defined), Utility will provide Services to Users within the Property.
- 4.2 Upon final acceptance and transfer to Utility of the Infrastructure at Closing, Utility agrees to indemnify and hold harmless Developer from all liability for Services provided to Users.
- 4.3 Developer represents that the Infrastructure is free of real property tax liens, federal or state tax liens, judgment liens, utility liens, assessment liens and that Utility take the Property free of any liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges. Developer further agrees to indemnify and hold harmless Utility from any and all liability related to construction and transfer of the Infrastructure, including but not limited to all liens and encumbrances that may be filed and/or attached to the Infrastructure at the time of their transfer to Utility in accordance with the Agreement and agrees to cure any title issues related to the same, at the sole cost of Developer.

5. RIGHTS & OBLIGATIONS OF UTILITY AND DEVELOPER

- 5.1 Following final transfer of the Infrastructure at Closing, Utility shall be entitled to charge monthly user fees and connection fees for Services within the Property as set and established by state utility regulatory authorities.
- 5.2 Prior to Closing, Developer or Developer’s engineer shall inspect the Infrastructure within the Property during construction and shall be responsible for notifying Utility of any and all deviations from the plans and specifications approved by Utility for construction of the Infrastructure.
- 5.3 Prior to Closing, Developer or Developer’s approved contractor shall lamp test or smoke test the Infrastructure related to the sewer system at the cost and expense of Developer. A field supervisor from Utility must be present for all testing.
- 5.4 Prior to Closing, Developer shall deliver to Utility a certification from its approved contractor that the Infrastructure related to the sewer system and its connection to Utility’s

sewer system has been performed in accordance with the approved plans and specifications and is ready for domestic use.

- 5.5 Prior to Closing, and upon substantial completion of the Infrastructure within the Property, Developer or Developer's approved contractor shall provide a notice of completion to Utility that all work has been substantially completed in accordance with the approved plans and specifications, and further certifying the Infrastructure have been tested in accordance with this section and are approved for use. Utility shall have a period of **fourteen (14) days** from the date of such notice and receipt of the as-built drawings from Developer's approved contractor to provide Developer a written list of any objections or defects of the Infrastructure. In the event Utility provides a notice and listing of objections and defects within the time specified, then Developer shall have a reasonable period of time within which to take such corrective measures as may be necessary to remove such objections and defects. The standard for any review of objections and defects of the Infrastructure shall be the plans and specifications for Infrastructure approved by Utility. Developer shall provide notice to Utility of completion of work required to remove all objections and defects set forth in Utility's notice, and thereafter Utility shall have **seven (7) days** within which to provide notice of any additional defects or objections to the Infrastructure. This process of notification by Utility and corrective action by Developer shall continue until all defects and objections have been remedied or corrected to the reasonable satisfaction of Utility.
- 5.6 Upon the transfer from Developer to Utility in accordance with this section, all warranties Developer may have from vendors, manufacturers, contractors, or subcontractors in connection with construction of the Infrastructure shall be assigned and transferred to Utility. Developer further agrees to execute an assignment and any additional documents requested by Utility in order to memorialize this transfer and assignment of warranty.
- 5.7 Each Party agrees to provide reasonable support and assistance required by the other Party to secure governmental approvals, authorizations, and certificates necessary to effectuate the objectives of this Agreement.

6. RATES AND CHARGES

- 6.1 Within **thirty (30) days** prior to Developer's request for final acceptance, Developer must pay all federal and state taxes Utility will incur as a result of the Infrastructure being classified as a "Contribution in Aid of Construction" under applicable tax laws and regulations. Under no circumstances will the Infrastructure be allowed to connect to Utility's facilities prior to receipt of all sums due by Developer to Utility under Section 6.
- 6.2 If necessary (as determined by Utility), Developer agrees to pay Utility a sum equal to the cost of purchasing and installing upgraded pumps and/or components necessary for the receipt of Accepted Sewage into facilities owned and operated by Utility. This sum shall be payable by Developer immediately upon receipt of invoice from Utility.
- 6.3 If Developer fails to timely render any payments mentioned in this Section 6, Utility shall have the right to cease all activities undertaken on Property in furtherance of this Agreement in addition to all other remedies provided in Section 8.

- 6.4 In accordance with its approved rates and tariffs, Utility will charge a sewer tie-in fee, a monthly sewer rate, and any other authorized fees and charges to each builder or User within the Property. Monthly service charges shall begin when the User connects to the Infrastructure.
- 6.5 Utility shall be entitled to charge each builder or User a deposit for sewer tap fees in accordance with its approved tariff.

7. REGULATORY APPROVAL; CLOSING

- 7.1 Upon receipt of all regulatory approvals, in a form satisfactory to Utility in Utility's sole and absolute discretion, and approval of the Infrastructure by Utility, pursuant to Section 5.6, the Parties shall schedule a Closing on a mutually agreed-upon date and place ("Closing"). At the Closing, Developer shall execute and deliver instruments of conveyance, transferring to Buyer the and any real property interests, including but not limited to easements/servitudes, required Infrastructure for Utility to provides Services to the Property, free of any and all liens and encumbrances.

8. SPECIFIC PERFORMANCE; DAMAGE; VENUE

- 8.1 If Developer fails to perform its obligations under the Agreement, Utility shall be entitled, at its option, to exercise one or more of the following remedies: (i) specific performance, (ii) compensatory damages, and (iii) rescission and cancellation of this agreement. If Utility elects to exercise its rights under this Section 8, Developer shall pay all costs, attorneys fees, consulting fees and engineering fees, if Utility prevails.
- 8.2 Any and all disputes hereunder shall be exclusively heard in a federal or state court located in St. Louis County, Missouri.

9. NOTICES

- 9.1 Any notice required or permitted to be given or served by any Party to the other Party shall be deemed given in accordance with the provisions of this Agreement upon the addressee's receipt by the addressee by certified mail, return receipt requested, addressed as follows:

If to Utility: Limestone Water Utility Operating Company, LLC
c/o Josiah Cox, President
1630 Des Peres Road, Suite 140
St. Louis, Missouri 63131

With a Copy to: James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Road, Suite 103
St. Louis, MO 63131
Facsimile: (314) 965-0127
Email: jim@bl-stl.com

If to Developer: Wade Howell
HB South
100 Matthews Blvd.

Destin, Fl. 32541
Phone: 865-850-1661
Facsimile: _____
Email: Wade@howellc.com

- 9.2 Any Party may change its address by delivering written notice of such change to the other Party in the manner specified above, with the effective date of the change being **ten (10) days** from the date of the receipt of the notice of change.

10. CAPTIONS; HEADINGS

- 10.1 The paragraph headings or captions appearing in this Agreement are for convenience and direction only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

11. ENTIRE CONTRACT MODIFICATION

- 11.1 This written Agreement constitutes the entire and complete agreement among the Parties and supersedes any prior oral or written agreements, letters, or correspondence between the parties regarding matters covered by the Agreement. It is expressly agreed that there are no verbal understandings or agreements that in any way change the terms, covenants, and conditions set forth here, and no modification of this Agreement or waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by all Parties.

12. ASSIGNMENT

- 12.1 This Agreement shall not be assigned by Developer to any third party without the prior written consent of Utility, which consent shall not unreasonably be withheld. Any assignment must include the express written assent by assignee to assume all obligations of Developer and to be bound by all terms and conditions of this Agreement. Utility shall be permitted to assign its rights in this Agreement to an affiliated entity that Utility controls without need of consent by the Developer by providing written notice to the Developer of such assignment.

13. WARRANTIES

- 13.1 All covenants, agreements, warranties, representations, and other provisions of the Agreement shall be binding upon and inure to the benefit of the Parties and also to their respective heirs, executors, administrators, representatives, successors, and permitted assigns.


14. SEVERABILITY

- 14.1 If any of the terms or conditions of this Agreement shall for any reason be held to be invalid, unlawful, or unenforceable in any respect, such invalidity, unlawfulness, or unenforceability shall not affect the other terms and conditions, and thereafter the terms and conditions of the Agreement shall thereafter be construed as if such invalid, illegal or unenforceable terms or conditions had never been included.

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

UTILITY:

LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC

By: 
Josiah Cox (Aug 12, 2024 09:47 CDT)
Josiah Cox, President

DEVELOPER:

WADE HOWELL


Wade Howell

EXHIBIT A
Campbell Hollow Service Area

Campbell Hollow-Sewer agreement

Final Audit Report

2024-08-12

Created:	2024-08-05
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4_RJg4gSfaKFSSFTLZkS30HUBGP6Snja

"Campbell Hollow-Sewer agreement" History






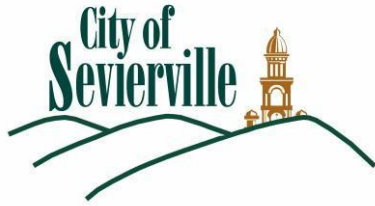
-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2024-08-05 - 1:54:05 PM GMT
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
2024-08-05 - 1:54:13 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
2024-08-12 - 2:47:17 PM GMT
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2024-08-12 - 2:47:26 PM GMT - Time Source: server
-  Agreement completed.
2024-08-12 - 2:47:26 PM GMT

EXHIBIT 24

**Communication from City of Sevierville –
Not Providing Service**



5/15/25

RE: Water and sewer service availability

To Whom It May Concern:

The City of Sevierville Water and Sewer Department wish to advise you that the property at:

1420 Campbell Hollow Rd. Sevierville, TN 37876

It is **NOT** within the boundaries of the City of Sevierville Water Systems. Water or Sewer services will **NOT** be made available to this property subject to the following terms and conditions:

1. The applicant must comply with the current rules, regulations, and policies of the Department, as they are amended or may hereafter be amended, whether written or otherwise in effect at the time of approval of an application for water and sewer service; and
2. That there are no restrictive conditions that are beyond the Department's control, such as availability of capacity, regulatory agency requirements or decisions, or availability of water.
3. That the Applicant will provide building plans to the Department if required for review.
4. This letter is valid for a 3-year period from the date of the letter.

Please note that is letter will become null and void and be of no force or effect if any of the foregoing terms and conditions are not satisfied. Any water line extensions, modifications, or easements required will be the responsibility of the owner or developer and shall be done in accordance with the City of Sevierville water line extension policy and City of Sevierville water and sewer specifications.

If you have further questions, feel free to contact me at 865-868-1524.

Sincerely,

Kelsey Scheppmann

City of Sevierville Water and Sewer Dept.
Administrative Assistant

City of Sevierville • Water & Sewer Department
Mailing Address: P. O. Box 5500 • Sevierville, TN 37864-5500
Shipping Address: 2295 McCroskey Island Rd • Sevierville, TN 37876
(865) 453-5522 • FAX (865) 429-0564

EXHIBIT 25

Signed Affidavit of Limestone Witness Todd Thomas

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

IN RE:)
)
APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, TO EXPAND ITS)
CERTIFICATE OF CONVENIENCE)
AND NECESSITY TO SERVE THE)
CAMPBELL HOLLOW SUBDIVISION)

DOCKET NO. 25-_____

AFFIDAVIT OF TODD THOMAS

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)


I, Todd Thomas, having been duly sworn in accordance with the law, state as follows.

1. I, Todd Thomas, do hereby attest to being Senior Vice President of CSWR, LLC ("CSWR"), the affiliated company that has operational oversight over CSWR's utility operating companies including Limestone Water Utility Operating Company, LLC ("Limestone Water" or "Company"). I am authorized to make this affidavit on behalf of Limestone.

2. I am familiar with and knowledgeable about the Application submitted in the above-captioned matter. I have submitted Direct Testimony in support of the Application.

3. All information submitted concerning the Application in the above-captioned matter is true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.

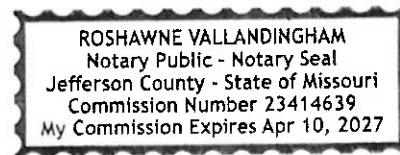


Todd Thomas
Senior Vice President of CSWR, LLC

Sworn to and subscribed before me this
4th day of August, 2025.

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

Karen Stachowski, Esq.
Deputy Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Karen.Stachowski@ag.tn.gov

This the 5th day of August 2025.



Melvin J. Malone