

November 18, 2025

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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

RE: *Petition of Tennessee-American Water Company to Adopt Annual Review Mechanism and ARM Tariff Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 25-00089*

Dear Chairman Jones:

Attached for filing please find the *Petition of Tennessee-American Water Company to Adopt Annual Review Mechanism and ARM Tariff Pursuant to Tenn. Code Ann. § 65-5-103(d)(6)*, along with sworn testimony, exhibits, proposed tariffs and workpapers. Set forth within the *Petition* is a request for the entry of a protective order as well.

As required, copies of the *Petition* and supporting documents will be mailed to your office along with 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: Bob Lane, TAWC
Karen H. Stachowski, Consumer Advocate Division
Vance Broemel, Consumer Advocate Division

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

**PETITION OF TENNESSEE-AMERICAN)
WATER COMPANY TO ADOPT ANNUAL)
REVIEW MECHANISM AND ARM)
TARIFF PURSUANT TO TENN. CODE)
ANN. § 65-5-103(d)(6))**

DOCKET NO. 25- 00089

**PETITION OF TENNESSEE-AMERICAN WATER COMPANY
TO ADOPT ANNUAL REVIEW MECHANISM AND ARM TARIFF
PURSUANT TO TENN. CODE ANN. § 65-5-103(d)(6)**

NOW COMES Tennessee-American Water Company (“Tennessee-American,” “TAWC” or the “Company”), by and through counsel and pursuant to the provisions of Tenn. Code Ann. § 65-5-103(d)(6), respectfully request that the Tennessee Public Utility Commission (“TPUC” or “Commission”) approve TAWC’s request for the adoption of an Annual Review Mechanism (“ARM”) and ARM Tariff.

In support of the Petition, TAWC respectfully submits the following:

General Information

1. TAWC is an investor-owned public utility regulated by the Commission pursuant to Tenn. Code Ann. § 65-4-101. The Company does business as a regulated water utility. TAWC is a Tennessee corporation authorized to conduct a public utility business in the State of Tennessee and provides residential, commercial, industrial, and municipal water service, including public and private fire protection service, to the City of Chattanooga, Tennessee and surrounding areas, including certain areas in Georgia. Further, Tennessee-American currently provides water services to Powell’s Crossroads and Suck Creek in Marion County, the City of Whitwell, and Jasper Highlands. TAWC provides water service to approximately 88,000 customers.

2. The Company's business address is 109 Wiehl Street, Chattanooga, Tennessee 37403.

3. All correspondence and communications with respect to this Petition should be sent to the following:

Robert (Bob) C. Lane Sr. Manager, Rates and Regulatory
Tennessee-American Water Company
109 Wiehl Street Chattanooga, TN 37403
bob.lane@amwater.com
(T) 423-315-2748

Ryan A. Freeman, Director, Corporate Counsel
Tennessee-American Water Company
109 Wiehl Street Chattanooga, TN 37403
ryan.freeman@amwater.com
(T) 423-660-4399

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

4. The currently-tariffed rates and charges of TAWC were approved by the Commission in its April 21, 2025, *Order Setting Rates* in TPUC Docket No. 24-00032.

5. By this Petition, TAWC is seeking the Commission's approval of its request to establish an ARM, specifically an annual review of rates authorized by Tenn. Code Ann. § 65-5-103(d)(6) based upon the ratemaking methodology approved in its most recent general rate case as reflected in Docket No. 24-00032 (the "2025 Rate Case").

2025 General Rate Case

6. Tenn. Code Ann. § 65-5-103(d) requires that a utility seeking to establish an annual review of its rates based upon the methodology adopted in its most recent rates case must have engaged in a general rate case within the prior five years. TAWC's 2025 Rate Case satisfies this

statutory requirement and clearly established a rate-making methodology upon which the requested ARM can be based.

7. TAWC’ 2025 Rate Case was filed on May 1, 2024, in Docket No. 24-00032. The Tennessee Consumer Advocate Division of the Office of the Attorney General (“Consumer Advocate”), Utility Workers Union of America, AFL-CIO, and UWUA Local 121, and the City of Chattanooga intervened in the 2025 Rate Case, and the parties engaged in extensive discovery. A contested hearing was held in which the parties presented and cross-examined witnesses before the Commission on November 18-21, 2024, and thereafter the parties submitted post-hearings briefs. The Commission met on January 21, 2025, and announced its findings and conclusions. The Commission’s *Order Setting Rates* was issued on April 21, 2025. Pursuant to and consistent with the Commission’s directives, TAWC submitted compliant tariffs on January 27, 2025, with an effective date of January 21, 2025.

8. In Docket No. 24-00032, and consistent with Tenn. Code Ann. §§ 65-5-103(d)(6), *et. seq.*, TAWC respectfully requested that the Commission adopt the methodologies required to allow for the consideration of an annual review of its rates, in the event the Company later determined to pursue such an annual review petition before the Commission.¹ The Commission announced findings and conclusions in Docket No. 24-00032 with sufficient specificity with regard to the rate-making methodology for TAWC. In its *Order Setting Rates*, the Commission established the necessary and appropriate methodology that can now be used as a basis for TAWC’ request to adopt an ARM.

9. Thus, the statutory prerequisites for a request to adopt an ARM have been met.

¹ TAWC’s *Post-Hearing Brief*, p. 5, n. 12 (Dec. 10, 2024).

TAWC's Annual Review Mechanism

10. Tenn. Code Ann. § 65-5-103(d)(6) allows utilities to opt for an annual review of their rates via implementation of a mechanism. An annual review mechanism is intended to allow for more frequent reviews of the utility's operations and thus greater transparency regarding the utility's business. To the extent the utility is earning above or below its authorized ROE, an annual review process would capture such variances and implement smaller, incremental changes to the utility's rates and ensure the customer is protected by timely rate adjustments, which result from an annual process that is more streamlined and less burdensome than a general rate case.

11. To allow for the orderly implementation of an ARM established by Tenn. Code Ann. § 65-5-103(d)(6), TAWC's proposed ARM sets forth a timetable and list of specific support and documentation that TAWC will file annually. The ARM will be a one-step, or single filing, annual process. The Company proposes to file each annual ARM petition by March 31st of each year with adjusted rates going into effect on August 1st of the same year. The Company also proposes to use a historical base year review ending December 31st of the prior year of its revenues, expenses, investments, and rate of return components per its actual books and records to determine if the Company earned the authorized return on equity adopted in the 2025 Rate Case. There will be no forward-looking or forecasted data and no forward-looking or forecasted components. Once the Company calculates whether there is an excess or deficiency in earnings for the Historic Base Period, the Company will calculate the Annual True-Up Rate Adjustment deferral to either avoid under-recovery for the Company or provide a credit to customers to account for any earnings in excess of the Company's authorized return. TAWC anticipates that its first ARM annual filing will be submitted by March 31, 2027, reconciling the Historic Base Period ending December 31, 2026.

12. The TAWC annual ARM filings will include 11 specific schedules as follows:

- Schedule 1 – Annual Reconciliation Revenue Deficiency/(Surplus)
- Schedule 2 – Rate Base
- Schedule 2.1 – Average Rate Base – Rate Case Adopted Docket
- Schedule 2.2 Rate Base – 13 Month Average Workpaper
- Schedule 3 – Lead Lag Results Approved
- Schedule 4 – Calculation of Operating Expense – Lead Lag (Rate Case)
- Schedule 4.1 – Calculation of Operating Expense – Lead Lag (Historic Base Period)
- Schedule 5 – Income Statement (Historic Base Period) Summary
- Schedule 5.1 – Income Statement (Rate Case Adopted, Historic Base Period Without Rate Making Adjustments)
- Schedule 5.2 – Income Statement (Historic Base Period Schedule of Rate Making Adjustments)
- Schedule 6 – Income Tax Calculation
- Schedule 7 – Rate Case Capital Structure
- Schedule 8 – Gross Revenue Conversion Factor
- Schedule 9 – Carrying Charges and ARM Asset / (Liability)
- Schedule 10 – Return on Equity Proof Before and After ARM Deficiency / (Surplus)
- Schedule 11 – TAWC Strategic Capital Expenditure Plan (“SCEP”) for the Upcoming Calendar Year

13. In addition to the foregoing schedules, TAWC is filing the corresponding supporting schedules and workpapers, which use the ARM methodologies detailed in the proposed tariff and were developed consistent with the methodologies approved in the last rate case. The Company has included illustrative values for 2026 results for illustrative purposes only to demonstrate the mathematical calculations and validate the accuracy of the schedules. The 2026 values and are not based on any budgeted or forecasted results; they are illustrative only.²

14. In further support of this Petition, TAWC is filing simultaneously the following:

- a) Appendix A - Pre-filed Direct Testimony of Robert (Bob) Lane, Sr. Manager, Rates and Regulatory of TAWC, to provide the Commission an overview of the ARM that TAWC is seeking, to explain the structure of the ARM and how it would be calculated and applied to customers, and to address additional requests related to implementation of the ARM.
- b) Appendix B - Pre-Filed Direct Testimony, Exhibits, and Workpapers of Philip J. Drennan, the Director, Rates and Regulatory providing support to TAWC, to explain the basis of the Company's ARM proposal, the development of the ARM methodologies, structure of the proposed ARM annual filing process, and detail and support to be provided in an annual ARM filing.
- c) Appendix C - Proposed ARM Tariff, which memorializes the ARM methodologies described and supported within Appendices A and B.

² Upon approval of the Company's proposed ARM in this proceeding, future ARM filings will include a compliance verification from TAWC President Grant A. Evitts, similar to the verifications accompanying the Company's previous ICR and PCOP filings.

15. In order to ensure the timely submission of relevant information in this matter, Tennessee-American hereby requests the entry of a protective order similar to that approved in other TPUC dockets. Such a proposed protective order is attached hereto as Appendix D to this Petition.

WHEREFORE, TAWC respectfully requests:

(1) That the Commission approve the proposed protective order simultaneously submitted with this Petition;

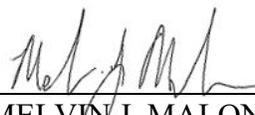
(2) That the Commission approve this Petition and issue an order allowing TAWC to adopt an ARM pursuant to Tenn. Code Ann. § 65-5-103(d)(6);

(3) That the Commission approve the Company's new tariff pages, as submitted herein, implementing the ARM, within one hundred and twenty (120) days of the date of the filing of this Petition; and

(4) That the Commission grant such other and further relief as circumstances may warrant.

Dated this 18th day of November, 2025.

Respectfully Submitted,



MELVIN J. MALONE (BPR #013874)

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Attorneys for Tennessee-American Water Company

APPENDIX D

Proposed Protective Order

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

PETITION OF TENNESSEE-AMERICAN)	
WATER COMPANY TO ADOPT ANNUAL)	
REVIEW MECHANISM AND ARM)	DOCKET NO. 25- _____
TARIFF PURSUANT TO TENN. CODE)	
ANN. § 65-5-103(d)(6))	

PROTECTIVE ORDER

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

1. For the purpose of this Protective Order (the “Order”), proprietary or confidential information, hereinafter referred to as “CONFIDENTIAL INFORMATION” shall mean documents and information in whatever form which the producing party, in good faith, deems to contain or constitute trade secrets, confidential commercial information, confidential research, development, financial statements, confidential data of third parties, or other commercially sensitive information, and which has been specifically designated by the producing party. A “Producing Party” is defined as the party creating the confidential information as well as the party having actual physical possession of information produced pursuant to this Order. All summaries, notes, extracts, compilations or other direct or indirect reproduction from or of any protected materials shall be entitled to protection under this Order. Documents containing CONFIDENTIAL INFORMATION shall be specifically marked as “CONFIDENTIAL” on the cover and each page

of the document. Any document so designated shall be handled in accordance with this Order. The provisions of any document containing CONFIDENTIAL INFORMATION may be challenged under Paragraph 12 of this Order.

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

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

- (a) Counsel of record for the parties and other legal counsel for the parties in this case and associates, secretaries and paralegals actively engaged in assisting counsel of record in this proceeding;
- (b) TPUC Directors and members of the staff of the TPUC;
- (c) Officers, directors, or employees of the parties, including employees of intervenors and the Office of the Tennessee Attorney General; provided, however, that CONFIDENTIAL INFORMATION shall be shown only to those persons having a need to know;
- (d) Representatives of the parties who need to know because they are actively engaged in assisting counsel of record in preparing for this proceeding; and
- (e) Outside consultants and expert witnesses (and their Staff) employed or retained by the parties or their counsel, who need access to CONFIDENTIAL INFORMATION solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to disclose CONFIDENTIAL INFORMATION to any outside consultant or expert witness, the party shall give five (5) days written notice to the Producing Party of intention to disclose CONFIDENTIAL INFORMATION. During such notice period, the Producing Party may move to prevent or limit disclosure for cause, in which case no disclosure shall be made until the TPUC or the Hearing Officer rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the Motion. A Pre-Hearing Conference may be called

to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery, facsimile or email. All filings by email in this docket shall be followed up by delivering a hard copy of the filing to the Docket Manager of the TPUC.

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

5. (a) Prior to disclosure of CONFIDENTIAL INFORMATION to any employee or associate counsel for a party, the counsel representing the party who is to receive the CONFIDENTIAL INFORMATION shall provide a copy of this Order to the recipient employee or associate counsel, who shall be bound by the terms of this Order. Prior to disclosure of CONFIDENTIAL INFORMATION to any outside consultant or expert witness employed or retained by a party, counsel shall provide a copy of this Order to such outside consultant or expert witness, who shall sign the Nondisclosure Statement in the form of that attached to this Order attesting that he or she has read a copy of this Order, that he or she understands and agrees to be bound by the terms of this Order, and that he or she understands that unauthorized disclosure of documents labeled "CONFIDENTIAL" constitutes a violation of this Order. The Nondisclosure Statement shall be signed in the presence of and be notarized by a notary public. Counsel of record for each party shall provide the Producing Party a copy of each such Nondisclosure Statement and shall keep the Nondisclosure Statements executed by the parties' experts or consultants on file in their respective offices.

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

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

7. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents and the failure is not discovered in time to provide a five (5) day notification to the recipient of the confidential nature of the documents referenced in the paragraph above, the failure shall not constitute a waiver of confidentiality and a party by written motion or by oral motion at a Pre-Hearing Conference or at the Hearing on the Merits may request designation of the documents as CONFIDENTIAL, and if the motion is granted by the Hearing Officer or the Commission, the recipients shall immediately treat the subject documents as CONFIDENTIAL.

The Tennessee Public Utility Commission or the Hearing Officer may also, at his or her discretion, either before or during the Pre-Hearing Conference or Hearing on the Merits of the case, allow information to be designated CONFIDENTIAL and treated as such in accordance with the terms of this Order.

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

9. Documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS (as defined in Paragraph 20) in accordance with this Order, may be used in testimony at the Hearing of this proceeding and offered into evidence or used in any hearing related to this action in a manner that protects the confidentiality of the information, subject to the Tennessee Rules of Evidence and to such future orders as the TPUC or

the Hearing Officer may enter. Any party intending to use documents, information, or testimony designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS shall inform the Producing Party and the TPUC or the Hearing Officer prior to the Hearing on the Merits of the case, of the proposed use; and shall advise the TPUC or the Hearing Officer and the Producing Party before use of the information during witness examinations so that appropriate measures can be taken by the TPUC or the Hearing Officer to protect the confidential nature of the information.

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

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

12. Any party may contest the designation of any document or information as CONFIDENTIAL or PROTECTED SECURITY MATERIALS by filing a Motion with the TPUC or Hearing Officer as appropriate, for a ruling that the documents, information or testimony should not be so treated. Upon the filing of such a motion, the designating party shall bear the burden of supporting its designation of the documents or information at issue as CONFIDENTIAL

INFORMATION. All documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS, however, shall be maintained as such until the TPUC or the Hearing Officer orders otherwise. A Motion to contest must be filed not later than fifteen (15) days prior to the Hearing on the Merits. Any Reply seeking to protect the status of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS must be received not later than ten (10) days prior to the Hearing on the Merits and shall be presented to the Commission at the Hearing on the Merits for a ruling.

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

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

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

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

17. Upon entry of a final order in this proceeding and conclusion of any appeals resulting from such an order, except as to the Attorney General and TPUC, all the filings, exhibits and other materials and information designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS and all copies thereof shall be returned to counsel of the Producing Party within

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

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

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

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

21. The Company shall provide access to an authorized representative to PROTECTED SECURITY MATERIALS only after such authorized representative has executed a Nondisclosure Statement in the form of that attached to this Order and provided a copy to the Company. Except, with consent of the Company: (i) access shall be at the offices of the Company or its counsel of record and under supervision of the Company; (ii) PROTECTED SECURITY MATERIALS shall not be removed from the offices of the Company or its counsel; (iii) no copies shall be provided to an authorized representative except as provided herein. Authorized representatives may make notes or memoranda from a review of the PROTECTED SECURITY MATERIALS and may remove such notes and memoranda. In all other respects such notes and memoranda shall remain PROTECTED SECURITY MATERIALS and subject to the provisions hereof. PROTECTED SECURITY MATERIALS shall be used only to assist TPUC staff or any other party to prepare for and to try this proceeding and shall not be used for any other purpose in this or any other jurisdiction.

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

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

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

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

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

27. CONFIDENTIAL INFORMATION is subject to this Protective Order, which is entered pursuant to the Tennessee Rules of Civil Procedure. If any person or entity subject to this Protective Order receives a request or subpoena seeking the disclosure or production of information labeled as “CONFIDENTIAL INFORMATION” by a party, such person or entity shall give prompt written notice to the TPUC Hearing Officer and the party within not more than five (5) days of receiving such a request, subpoena or order and: (i) shall respond to the request, subpoena or order, in writing, stating that the CONFIDENTIAL INFORMATION is protected pursuant to this Protective Order; and (ii) shall not disclose or produce such CONFIDENTIAL INFORMATION unless and until subsequently ordered to do so by a court of competent jurisdiction. This Protective Order shall operate as an exception to the Tennessee Public Records Act, as set forth in the language of Tenn. Code Ann. § 10-7- 503(a) “. . . unless otherwise provided by state law.” (See, e.g., Ballard v. Herzke, 924 S.W.2d 652 (Tenn. 1996); Arnold v. City of Chattanooga, 19 S.W.3d 779 (Tenn. Ct. App. 1999) (holding that “state law” includes the Tennessee Rules of Civil Procedure)). Because this Protective Order is issued pursuant to the Tennessee Rules of Civil Procedure, this Order creates an exception to any obligations of the

Attorney General, including attorneys and members of theirs, as to the Public Records Act and other open records statutes as to CONFIDENTIAL INFORMATION. In the event that any court of competent jurisdiction determines in the course of a lawsuit brought as a result of a person's or entity's fulfillment of the obligations contained in this paragraph that information designated as "CONFIDENTIAL INFORMATION" by a party is not CONFIDENTIAL INFORMATION as defined in paragraph 1 of this Protective Order, then the party designating the information as "CONFIDENTIAL INFORMATION" shall be responsible for all costs associated with or assessed in the lawsuit. This Protective Order acknowledges the role and responsibilities of the Attorney General and the Attorney General's staff, as set forth in Title 8, Chapter 6 of the Tennessee Statutes, beyond the duties associated with the Consumer Advocate and Protection Division, as prescribed in Tenn. Code Ann. § 65-4-118. This Protective Order is not intended to conflict with the Attorney General's role and responsibilities, especially the investigative functions, as set forth in Title 8, Chapter 6. For there to be compliance with this Protective Order, any CONFIDENTIAL INFORMATION shared outside of the Consumer Advocate and Protection Division must be provided the full and complete protection afforded other confidential or protected information in the control and custody of the Attorney General.

28. The designation of any information, documents or things in accordance with this Order as constituting or containing confidential or proprietary information the Attorney General's, or their respective staff's, treatment of such material as confidential or proprietary in compliance with this Order is not an admission or agreement by the Attorney General, or their respective staff, that the material constitutes or contains confidential commercial information or trade secret information and shall not be deemed to be either a waiver of the right to challenge such designation or an acceptance of such designation. The Company agrees to designate information, documents

or things provided to the Attorney General as confidential commercial information or trade secret if it has a good faith basis for the claim. The Company will upon request of the Attorney General, or their respective staff, provide a written explanation of the details, including statutory authority, that support its confidential commercial information or trade secret claim within five (5) days of a written request. The Company also specifically agrees that it will not designate any documents as CONFIDENTIAL INFORMATION or label such documents as “CONFIDENTIAL” if the documents:

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

29. Nothing in this Order shall prevent the Attorney General from using the CONFIDENTIAL INFORMATION received for investigative purposes in the discharge of the duties of the Office of the Attorney General and Reporter. Additionally, nothing in this Order shall prevent the Attorney General from informing state officials and third parties of the fact of an investigation, as needed, to conduct the investigation. Without limiting the scope of this paragraph, nothing in this Order shall prevent the Attorney General from contacting consumers whose names were provided by the Company or from discussing with any consumer any materials that he or she allegedly received from the Company or confirming that a consumer actually received the

materials, to the extent that the Attorney General or his staff does so in a manner that complies with the provisions of this Order.

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

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

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

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

IT IS HEREBY ORDERED.

Entered this ____ day of _____, 2025.

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

**PETITION OF TENNESSEE-AMERICAN)
WATER COMPANY TO ADOPT ANNUAL)
REVIEW MECHANISM AND ARM) DOCKET NO. 25-_____
TARIFF PURSUANT TO TENN. CODE)
ANN. § 65-5-103(d)(6))**

NONDISCLOSURE STATEMENT

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

DATE NAME

STATE OF _____)

COUNTY OF _____)

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

WITNESS my hand, at office, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

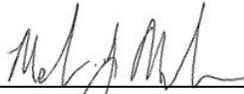
CERTIFICATE OF SERVICE

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

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

Karen H. Stachowski, Esq.
Deputy Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
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Karen.Stachowski@ag.tn.gov

This the 18th day of November 2025.



Melvin Malone