

IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

IN RE:	)	
	)	
JOINT APPLICATION OF LIMESTONE	)	
WATER UTILITY OPERATING COMPANY,	)	
LLC, AND THE CITY OF GRAND	)	
JUNCTION, FOR APPROVAL OF THE	)	
ACQUISITION OF AND TO OPERATE THE	)	DOCKET NO. 26-00036
SAULSBURY DISTRIBUTION WATER	)	
SYSTEM, AND TO TRANSFER OR ISSUE	)	
A CERTIFICATE OF PUBLIC	)	
CONVENIENCE AND NECESSITY	)	

CONSUMER ADVOCATE’S FIRST SET OF DISCOVERY REQUESTS
TO LIMESTONE WATER UTILITY COMPANY, LLC

This First Set of Discovery Requests is hereby served upon Limestone Water Utility Company, LLC (“Limestone” or the “Company”), pursuant to Rules 26, 33, 34, and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Regs. 1220-01-02-.11. The Consumer Advocate Division of the Office of the Attorney General (“Consumer Advocate”) requests that full and complete responses be provided pursuant to the Tennessee Rules of Civil Procedure. The responses are to be produced at the Office of the Tennessee Attorney General and Reporter, Consumer Advocate Division, John Sevier Building, 500 Dr. Martin L. King Jr. Blvd., Nashville, Tennessee 37243, c/o Ryan McGehee, on or before July 30 , 2026, at 2:00 p.m. Central.

PRELIMINARY MATTERS AND DEFINITIONS

1. **Continuing Request.** These discovery requests are to be considered continuing in nature and are to be supplemented from time to time as information is received by the Company and any of its affiliates which would make a prior response inaccurate, incomplete, or incorrect.

2. **Clear References.** To the extent that the data or information requested is incorporated or contained in a document, identify the document including page/line number if applicable.

3. **Format of Responses.** Provide all responses in the format in which they were created or maintained, for example, Microsoft Word or Microsoft Excel format with all cells and formulas intact and in working order. If a document (including without limitation a financial or other spreadsheet or work paper) is not created or maintained in Microsoft Excel format, convert the document to Microsoft Excel format or provide the document in a format that enables or permits functionality like or similar to Microsoft Excel (including without limitation the functionality of working cells and formulas), or provide the software program(s) that will enable the Consumer Advocate to audit and analyze the data and information in the same manner as would be enabled or permitted if the document were provided in Microsoft Excel format.

4. **Objections.** If any objections to this discovery are raised based on privilege or immunity, include in your response a complete explanation concerning the privilege or immunity asserted. If you claim a document is privileged, identify the document and state the basis for the privilege or immunity asserted. If you contend that you are entitled to refuse to fully answer any of the discovery, state the exact legal basis for each such refusal.

5. **Singular/Plural.** The singular shall include the plural, and vice-versa, where appropriate.

6. **Definitions.** As used in this Request:

(a) “You,” “Your,” “Company,” or “CGC” shall mean Chattanooga Gas Company and all employees, agents, attorneys, representatives or any other person acting or purporting to act on its behalf.

(b) “Affiliate” shall mean any entity who, directly or indirectly, is in control of, is controlled by, or is under common control with the Company. For greater clarification, “control” is the ownership of 20% or more of the shares of stock

entitled to vote for the election of directors in the case of a corporation, or 20% or more of the equity interest in the case of any other type of entity, or status as a director or officer of a corporation or limited liability company, or status as a partner of a partnership, or status as an owner of a sole proprietorship, or any other arrangement whereby a person has the power to choose, direct, or manage the board of directors or equivalent governing body, officers, managers, employees, proxies, or agents of another person. In addition, the term “Affiliate” shall mean any entity that directly or indirectly provides management or operational services to the Company or any affiliate (as defined in the preceding sentence) of the Company, or to which the Company provides management or operational services. Further, the payment of money to the Company or receipt by the Company of money from an entity with which the Company has any relationship, other than such payment or receipt, shall include the payor or recipient of such money as an “Affiliate”.

(c) “Communication” shall mean any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to personal conversations, telephone conversations, letters, memoranda, telegrams, electronic mail, newsletters, recorded or handwritten messages, meetings and personal conversations, or otherwise.

(d) “Document” shall have the broadest possible meaning under applicable law. “Document” shall mean any medium upon which intelligence or information can be recorded or retrieved, such as any written, printed, typed, drawn, filmed, taped, or recorded medium in any manner, however produced or reproduced, including but not limited to any writing, drawing, graph, chart, form, letter, note, report, electronic mail, memorandum (including memoranda, electronic mail, report, or note of a meeting or communication), work paper, spreadsheet, photograph, videotape, audio tape, computer disk or record, or any other data compilation in any form without limitation, which is in your possession, custody or control. If any such document was, but no longer is, in your possession, custody or control, state what disposition was made of the document and when it was made?

(e) “Person” shall mean any natural person, corporation, firm, company, proprietorship, partnership, business, unincorporated association, or other business or legal entity of any sort whatsoever.

(f) “Identify” with respect to:

- i. Any natural person, means to state the full name, telephone number, email address and the current or last known business address of the person (if no business address or email address is available provide any address known to you) and that person’s relationship, whether business, commercial, professional, or personal with you;
- ii. Any legal person, business entity or association, means to state the full name, the name of your contact person with the entity, all trade name(s), doing business as name(s), telephone number(s), email address(es), and

current or last known business address of such person or entity (if no business address is available provide any address known to you);

iii. Any document, means to state the type of document (e.g., letter), the title, identify the author, the subject matter, the date the document bears and the date it was written; and

iv. Any oral communication, means to state the date when and the place where it was made, identify the person who made it, identify the person or persons who were present or who heard it, and the substance of it.

(g) “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the discovery request inclusive rather than exclusive.

(h) “Including” shall be construed to mean including but not limited to.

FIRST SET OF DISCOVERY REQUESTS

1-1. Transaction. Refer to the Petition, p. 7 and the Direct Testimony of Aaron Silas. In the *Petition*, the Company stated that the reasons for the purchase of the system are provided in the Direct Testimony of Aaron Silas. Provide the pages and lines citation of Aaron Silas’ testimony in which he set out the specific reasons for the purchase of the system serving the City of Saulsbury.

RESPONSE:

1-2. Source. Refer to the Direct Testimony of Aaron Silas, p. 13:1-3. Provide the factual basis for the claim Grand Junction has been issued a CCN. Provide the Commission docket number in which a CCN was issued to the City of Grand Junction. If there is no CCN approved by the Commission, provide a narrative explanation of why Mr. Silas asserted that a CCN existed.

RESPONSE:

1-3. Technical and Managerial Capabilities. Provide the name of the entity that currently treats the water provided to the customers residing in the City of Saulsbury.

RESPONSE:

1-4. Technical and Managerial Capabilities. If the Commission approves the transaction, will the same entity continue to treat the water provided to the customers residing in the City of Saulsbury? If not, identify what entity will treat and supply water to the Saulsbury system if the Commission approves the acquisition.

RESPONSE:

1-5. Technical and Managerial Capabilities. If the transaction is approved by the Commission, what water source will Limestone utilize to provide water to the customers residing in the new service area of the City of Saulsbury?

RESPONSE:

1-6. Technical and Managerial Capabilities. Provide the purchase water agreement between Limestone and the water supplier that will provide water to the customers residing in the new service area.

RESPONSE:

1-7. Technical and Managerial Capabilities. Are the water systems serving the City of Saulsbury and Candlewood currently connected? Does the Company plan to connect the two respective systems?

RESPONSE:

1-8. Financial and Managerial Capabilities. Refer to the Direct Testimony of Jacob Freeman, pp. 41-42, TPUC Docket No. 24-00044 (July 16, 2024). Provide the status and projected

completion date of the construction of the Candlewood Lakes Redundant Well described in Mr. Freeman's referenced testimony.

RESPONSE:

- 1-9.** Financial and Managerial Capabilities. Refer to the Direct Testimony of Todd Thomas, pp. 140-141, TPUC Docket No. 24-00044 (July 16, 2024). Provide the status and projected completion date of the installation of a "reasonably priced generator" discussed in Mr. Todd Thomas's referenced testimony.

RESPONSE:

- 1-10.** Rates. Refer to the *Petition*, p. 11 and the Direct Testimony of Aaron Silas, p. 14:12-14; Exhibit 17, Sheet #4. Limestone proposes to adopt the rules and base rates currently in effect for the City of Saulsbury. Does the City of Grand Junction currently charge Saulsbury customers a monthly minimum of \$41.53 (includes 2,000 gallons) and a commodity charge of \$6.50 per 1,000 gallons?

RESPONSE:

- 1-11.** Rates. Refer to *Petition*, Exhibit 26 . The Customer Notification Letter Draft indicates Limestone plans to construct "numerous improvements to the system to address degradation due to age and environmental compliance issues.
- a. List all improvements Limestone plans to construct to improve the Saulsbury system.
 - b. Provide the factual basis and documentation supporting any environmental compliance issues for the Saulsbury system.

RESPONSE:

1-12. Transaction. Refer to the *Petition*, Exhibit 10, Sale Agreement signed on July 19, 2024.

Provide an explanation of the delay between the signing of the Sale Agreement and the filing of the *Petition* on April 23, 2026.

RESPONSE:

1-13. Asset Value. Refer to the *Petition*, Exhibit 10, Sale Agreement, p. 1, Section 1: Sale of Property. Identify and provide the current book value of all plant and equipment, or other assets being acquired by limestone as part of this transaction.

RESPONSE:

1-14. Financial Liabilities. Refer to the *Petition*, Exhibit 10, p. 3, Section 6: Seller's Representations and Warranties. Confirm that no liabilities, including loans or other financing, are being transferred as part of the transaction.

RESPONSE:

1-15. Rates. Refer to the *Petition*, Exhibit 27, Pre- and Post-Acquisition Rates and Charges Table. Provide the source documents for the current (Pre-Acquisition) rates contained in the referenced exhibit.

RESPONSE:

1-16. Transaction Costs. Refer to the *Petition*, p. 10, Part V: Acquisition Adjustment and Transaction Costs. Provide the following:

- a. Estimated acquisition adjustment.
- b. Estimate of the total transaction costs associated with the proposed acquisition. Include land or right of way related costs, legal fees, regulatory costs, financing costs, due diligence, and any other costs that would not occur absent the acquisition.

RESPONSE:

1-17. Financial and Managerial Capabilities. In electronic format with all formulas intact, please provide Limestone's and CSWR, LLC.'s five-year projected and five-year historical capital structure, capital expenditures and capital funding. Include a breakdown of all sources of equity capital, including retained earnings, paid-in capital, and debt capital, both long-term and short-term debt, etc.

RESPONSE:

RESPECTFULLY SUBMITTED,



RYAN MCGEHEE (BPR No. 025559)

Assistant Attorney General

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Consumer Advocate Division

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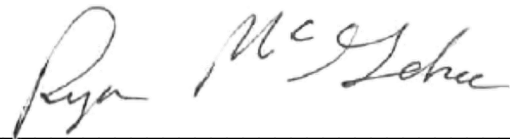
Email: Shilina.Brown@ag.tn.gov

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via electronic mail,
upon:

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

This the 9th day of July, 2026.

A handwritten signature in black ink, reading "Ryan McGehee". The signature is written in a cursive, flowing style. The first name "Ryan" is written with a large, looped "R". The last name "McGehee" is written with a large, looped "M" and a trailing flourish.

RYAN MCGEHEE
Assistant Attorney General