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July 22, 2026

VIA ELECTRONIC FILING

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 July 22, 2026 at 12:15 p.m.

**RE: *Application of Limestone Water Utility Operating Company, LLC, to Expand its
Certificate of Convenience and Necessity to Serve the Troubadour Golf+Field
Club Subdivision, TPUC Docket No. 26-00063***

Dear Ms. Lawless:

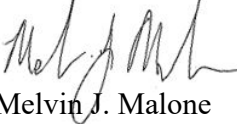
Attached for filing please find the *Application of Limestone Water Utility Operating Company, LLC, to Expand its Certificate of Convenience and Necessity to Serve the Troubadour Golf+Field Club Subdivision*, including exhibits and pre-filed testimony.

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. 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
Russ Mitten, Central States Water Resources
Vance Broemel, Consumer Advocate Division
Shilina B. Brown, Consumer Advocate Division

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BUTLER SNOW LLP

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

IN RE:	)	
	)	
APPLICATION OF LIMESTONE	)	
WATER UTILITY OPERATING	)	
COMPANY, LLC, TO EXPAND ITS	)	DOCKET NO. 26- <u>00063</u>
CERTIFICATE OF CONVENIENCE	)	
AND NECESSITY TO SERVE THE	)	
TROUBADOUR GOLF+FIELD CLUB	)	
SUBDIVISION	)	

**APPLICATION OF LIMESTONE WATER UTILITY OPERATING COMPANY,
LLC, TO EXPAND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY TO
SERVE THE TROUBADOUR GOLF+FIELD CLUB 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 Troubadour Golf+Field Club Subdivision (“Troubadour”) in Williamson County, Tennessee (“Application”).

In support of its Application, Limestone submits the following:

I. Introduction

1. The full names, addresses, and contact information for Limestone is as follows:

Limestone Water Utility Operating Company, LLC
c/o Russ Mitten
655 Maryville Centre Drive, Suite 200
St. Louis, MO 63141
(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 Troubadour 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 Aaron Silas

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

Exhibit 11 - Limestone's 2025 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 College Grove and Nolensville –
Not Providing Service

- Exhibit 25** - Signed Affidavit of Limestone Witness Aaron Silas
Exhibit 26 - Notices of Violations or Administrative Action
Exhibit 27 - Protective Order

II. Description of Limestone

Limestone is a Tennessee limited liability company. Its principal office and place of business is 655 Maryville Centre Drive, Suite 200, St. Louis, Missouri 63141. Limestone currently provides water and wastewater services to approximately 600 water connections and 2,200 wastewater connections in Campbell, Hardeman, Hardin, Marshall, and Williamson County, Tennessee. Limestone is authorized to provide wastewater services in Sevier, Cumberland, and Putnam Counties in Tennessee as well.¹ 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

¹ The Commission previously granted Limestone CCNs to provide services in Tennessee. *See, e.g., 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).

(“LWUHC”), a Tennessee limited liability company, whose sole officer is its President, Josiah Cox.

Limestone and LWUHC are part of a group of affiliated companies that directly or indirectly own and operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas, and provide services to approximately 165,000 connections. Each company within the group is an “affiliate” of each other company, as defined by TPUC Rule 1220-04-13-.16(2)(a). An organization chart showing all affiliate relationships within the group is attached 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**.

The Commission previously granted Limestone a CCN to service the Troubadour subdivision² and later expanded Troubadour’s service area by granting a contiguous territory notice.³ 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 manages Limestone and the system serving Troubadour. 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 provides Limestone are described later in the Application. CSWR is a Missouri limited liability company, and its principal office is located at 655 Maryville Centre Drive, Suite 200, St. Louis, Missouri 63141. It currently does not conduct

² *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (January 24, 2022) (approving Limestone’s acquisition of the Cartwright Creek, LLC wastewater systems, including the system serving The Hideaway at Arrington, later identified as Troubadour Golf+Field Club).

³ *Initial Order Acknowledging Qualification to Serve Contiguous Territory*, TPUC Docket No. 23-00020 (April 20, 2023).

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 Troubadour Subdivision

Troubadour is a subdivision currently containing 375 lots located on approximately 739 acres in Williamson County, Tennessee. The proposed expansion of the subdivision will add 85 lots on approximately 157 acres. The subdivision is located at 8000 Club View Drive, College Grove, Tennessee. It is platted for one home per lot. A map depicting Limestone's proposed service area is attached as **Exhibit 1**.

The proposed expansion to the existing wastewater system consists of individual E-One grinder pump units installed at each home and facility within the Troubadour development, raw wastewater passes through a 3mm fine screen before flowing to a deep cell, aerated lagoon (Sheaffer system). Upon leaving the lagoon, the partially treated wastewater is pumped through a multi-stage Cambrian Trickling Filter/Attached Growth system, followed by filtration, UV disinfection, and final disposal into nearby drip irrigation fields. The existing wastewater system has a permitted design capacity of 0.1175 MGD and is proposed to be expanded with a maximum design capacity of 0.1753 MGD to serve approximately 425 to 460 homes plus common development amenities.

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

Finally, as recognized in TPUC Docket Nos. 21-00053 and 23-00020, no other utility provides wastewater service to Troubadour, and Troubadour is not located within the designated service territory of another utility providing similar service. Letters from the City of College

Grove and Nolensville confirming that they do not provide nor have the ability to provide service to Troubadour are 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 the proposed expanded service area in Troubadour.⁴ These capabilities, which have been previously recognized and acknowledged by the Commission, are further explained in detail below and in Mr. Silas'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.

⁴ 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 Williamson County, Tennessee pursuant to the Commission's *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. 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. 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 proposed expanded service area in Troubadour that Limestone proposes to serve. In his Pre-filed Direct Testimony, Mr. Silas further describes and discusses the technical qualifications of Limestone and its affiliates to continue ownership and operation of the proposed expansion of the Troubadour wastewater system.

3. Financial Qualifications

As previously demonstrated to, and recognized by, the Commission, 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 Troubadour 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.⁵ 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 Troubadour Subdivision is in the public interest. No other utility provides wastewater service to Troubadour, and Troubadour is not located within the designated service territory of another utility providing similar service. Letter from the City of College Grove and Nolensville confirming that they do not provide, nor do they have the ability

⁵ See, e.g., *Order Granting Petition of Limestone Water Utility Operating Company, LLC for Approval of and Authority to Borrow Up to \$4,000,000 to Finance Additions and Improvements to Facilities and Acquisitions Pursuant to Tenn. Code Ann. § 65-4-109*, TPUC Docket No. 25-00066 (Jan. 6, 2026).

to provide service to Troubadour 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 Troubadour Subdivision is in the public interest.

V. Proposed Protective Order

A proposed Protective Order for confidential information is attached for consideration for entry by the Commission in this matter, which is necessary to facilitate the production of various information related to this Application. *See* **Exhibit 27. CONFIDENTIAL EXHIBIT 10 CSWR Consolidated Financial Statements** is being submitted **UNDER SEAL** as **CONFIDENTIAL INFORMATION** as it contains private financial information of CSWR. **CONFIDENTIAL EXHIBIT 18 Estimated Cost of Construction** is being submitted **UNDER SEAL** as **CONFIDENTIAL INFORMATION** as it contains private financial information of CSWR.

VI. Conclusion

Limestone believes it is in the best interests of the future customers in the Troubadour Subdivision for Limestone to expand its certificated area. Limestone has the capability and resources to ensure that the expanded 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 proposed expanded service area in the Troubadour 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: July 22, 2026

Respectfully submitted,



Melvin J. Malone

Jonathan Allen

Butler Snow LLP

1320 Adams Street, Suite 1400

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(615) 651-6700

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Jonathan.Allen@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 Aaron Silas 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 655 Maryville Centre Drive, Suite 200, St. Louis, Missouri 63141. 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 Troubadour System after the proposed expansion. 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. Troubadour is currently an approximate 739-acre subdivision in Williamson County, Tennessee, consisting of 375 lots with a proposed expansion of approximately 157 acres with an additional 85 lots, and is the geographic area to be served by Limestone. The subdivision is located at 8000 Club View Drive, College Grove, Tennessee. A map of the proposed service area is attached as **Exhibit 1**.

8. Wastewater services to proposed expanded service area in Troubadour will be provided by Limestone, as more fully described in the Pre-filed Direct Testimony of Limestone Witness Mr. Silas. This expanded system will serve a total of 460 lots, including 375 lots currently served and an additional 85 lots in the proposed expansion, with each lot platted for one residence.

9. The developer anticipates that the expansion to the existing system will be constructed in one phase, with an estimated commencement date soon after Commission approval and an estimated completion date of June 2027.

10. The expanded 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 through the expanded system is Arrington Property Holdings, LLC. The developer's email address is jcasteel@thetroubadourclub.com, mailing address is 4800 N Scottsdale Rd, STE 3850, Scottsdale, AZ, 85251.

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.

Letters from the City of College Grove and Nolensville, Tennessee, stating that they do not provide services to the property on which Troubadour is located are attached as **Exhibit 24**.

2. Not applicable. The request being made in the statute is a copy of any application for a franchise and the franchise agreement issued by a city or county.

3. The developer agreement is attached as **Exhibit 22**⁶.

- (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.

⁶ No other construction agreements have been formalized.

3. The pending Tennessee mergers or acquisitions are as follows: (1) TPUC Docket No. 26-00036 (Saulsbury)⁷.
4. Proof that the contractor for the proposed expansion of the existing system has a valid and current contractor's license is attached as **Exhibit 20**⁸.

⁷ Regarding the pending Tennessee acquisition involving Limestone, copies of required agreements can be found in the Commission's files for Docket No. 26-00036. 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.

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 Troubadour 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)).

⁸ Discovery Builders Tennessee LLC is the anticipated contractor for the construction of the proposed expansion of the existing system. A contractor agreement will be finalized upon the approval of this Application.

- (d) 1. A copy of Limestone's State Operating Permit, issued by TDEC on March 24, 2023, 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, 655 Maryville Centre Drive, Suite 200, St. Louis, Missouri 63141, (314) 380-8510.
4. The following notices of violation or administrative action were issued to either Limestone and are attached as **Exhibit 26**:

(a) Limestone entered into a Consent Order with Tennessee Department of Environment and Conservation (TDEC) on February 13, 2023, resolving issues at the Grasslands sewage treatment plant related to permit exceedances and facility operation and maintenance.

(b) Candlewood Lakes Drinking Water System. 2025.02.05 – Settlement Agreement (still active).

(c) Shiloh Falls Wastewater System. 2025.03.27 – Compliance Evaluation Inspection & Notice of Violation – saturation and runoff. 2025.04.15 – Limestone Response to NOV.

(d) Grassland Wastewater System (Cartwright Creek). 2023.02.13 - WPC22-0086 – TDEC Consent Order (still active). 2025.07.25 – Notice of Violation – Release of Sewage. Note: Multiple Citizen Complaints – screen shots

of complaints filed with TDEC provided in collective exhibit. 2025.08.01 – Limestone Response to NOV.

(e) Hideaway Wastewater System (Cartwright Creek). 2024.11.07 – Notice of BOD Exceedance.

(f) Laurel Creek. 2025.07.02 – Final Inspection Letter – Plans not followed. Need corrected as-built plan filed.

5. The certification from a design engineer that the expanded 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 2024 and 2025 are attached **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 10**. Attached as **Exhibit 11** is Limestone's 2025 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 Troubadour is attached **UNDER SEAL** as **PROPRIETARY AND CONFIDENTIAL Exhibit 18**.
 7. If the Commission approves the expansion, Limestone would continue to own the entire wastewater system after construction of the expansion is complete.
 8. The tariff is attached as **Exhibit 16**.

9. Not applicable. The request being made in the statute is an estimate of costs and customers added by month for the first five (5) years.
 10. Not applicable due to construction occurring in one phase. Limestone anticipates all customers will be connected shortly after construction is complete. The request being made in the statute is documentation describing bonding requirements imposed by municipal governments.
 11. Not applicable. The request being made in the statute is demonstration that the applicant has acquired a performance bond from the developer or builder of the wastewater system made payable to the Utility to ensure construction of the wastewater system.
 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 expansion of the existing 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)
- 1-5. Pre-filed direct testimony is attached as **Exhibit 9**.
 6. A signed affidavit stating that all information submitted concerning this Application is true and correct to the best of Aaron Silas's knowledge and belief is attached as **Exhibit 25**.

EXHIBIT 1

Description and Area Map of the Troubadour Subdivision

WILLIAMSON COUNTY, TN

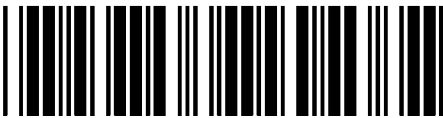


The utilities shown hereon are depicted based on the customer list provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and is unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

DATE:	07/02/2026
PROJECT NO:	0512-26
DRAWN BY:	A.M.D.
SCALE:	1"=500'
SHEET NAME:	SERVICE AREA MAP

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;

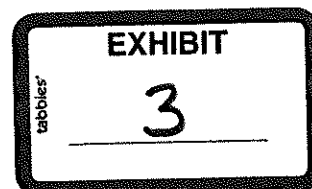
WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

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.

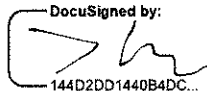
11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of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

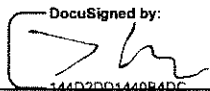

144D2DD1440B4DC...
Josiah M. Cox, President of
Central States Water Resources, Inc.,
Manager

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

Formation/Qualification Date: 12/04/2018

Status: Active

Duration Term: Perpetual

Business County: KNOX COUNTY

Control #: 997814

Date Formed: 12/04/2018

Formation Locale: TENNESSEE

Inactive Date:

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

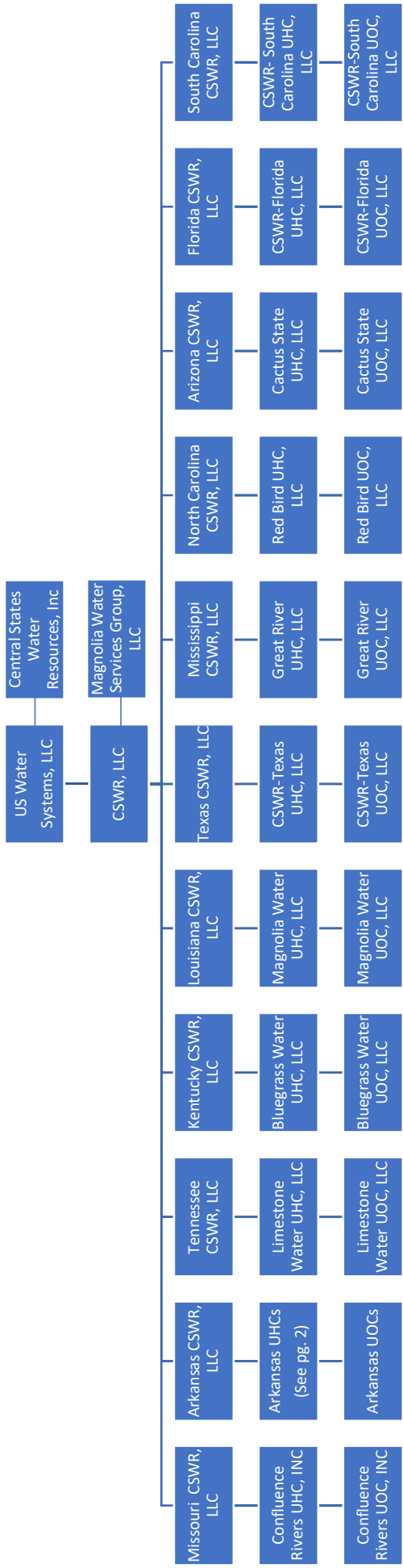
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EXHIBIT 5

Limestone Organization Chart

Central States Water Resources Corporate Entity Organizational Chart



Arkansas CSWR Organizational Chart Detail

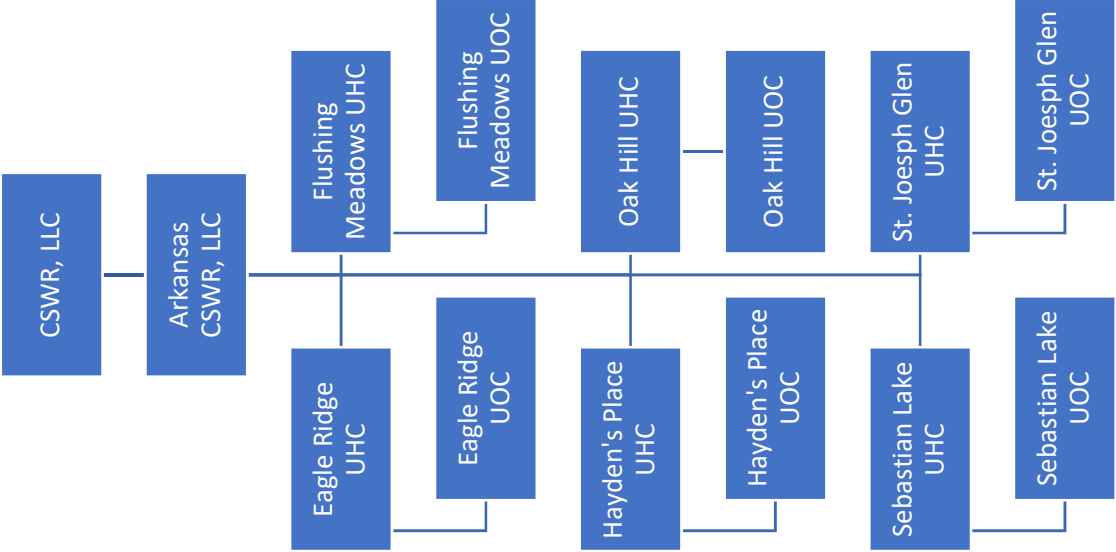


EXHIBIT 6

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. Joesph'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

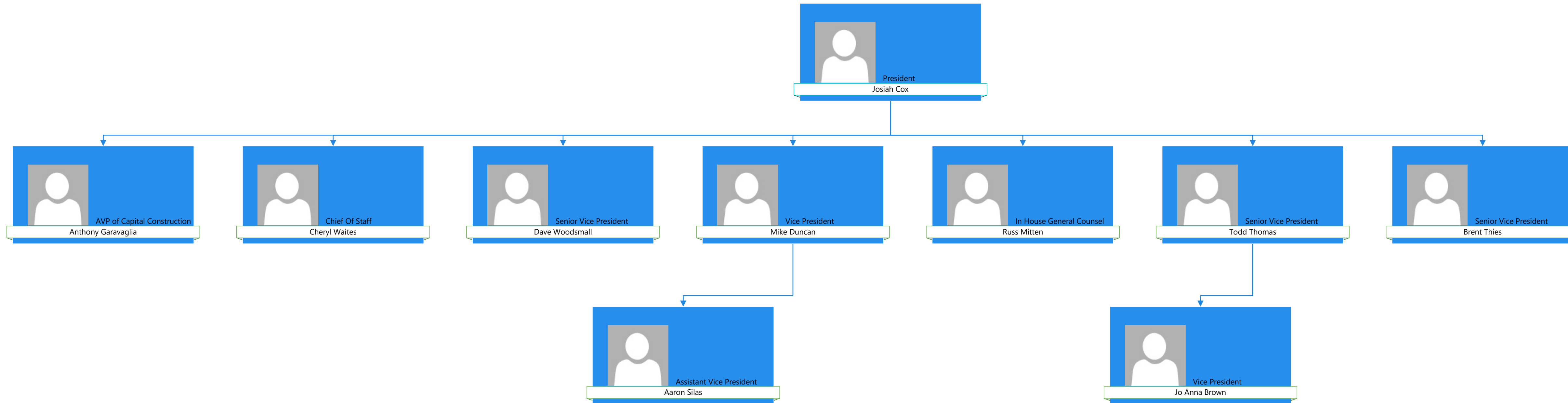


EXHIBIT 8

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 177,000 connections 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 at 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.

Aaron Silas - Assistant Vice President of Customer Experience & Regulatory Operations

Aaron Silas is the Assistant Vice President of Customer Experience & Regulatory Operations at CSWR, LLC, the affiliated company that provides operational oversight for CSWR's utility operating companies, including CSWR-Florida. He has been employed with CSWR since October 2019 in roles of increasing responsibility.

Mr. Silas received a Bachelor of Science degree with honors in Business Administration, specializing in Human Resources and Finance, from Southern Illinois University Edwardsville, and later earned his Master of Business Administration from the same institution. Before joining CSWR, he worked in the finance industry in various roles with U.S. Bank and Stifel Financial Corp.

In his current role, Mr. Silas oversees state utility commission filings for CSWR's operating companies, including acquisition cases, rate cases, CCN expansions, data request responses, and regulatory compliance filings. He also oversees CSWR's external communications team and Customer Experience department, including third-party call center support, for affiliated water and wastewater utilities serving customers across multiple states.

EXHIBIT 9

Pre-Filed Direct Testimony of Limestone Witness Aaron Silas

DIRECT TESTIMONY

OF AARON SILAS

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

WITNESS INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Aaron Silas. My business address is 655 Maryville Centre Drive, Suite 200, St. Louis Missouri, 63141.

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” or “Company”) is the CSWR-affiliated utility operating company in Tennessee.

Q. WHAT IS YOUR POSITION WITH CSWR?

A. I am the Assistant Vice President of Customer Experience & Regulatory Operations at CSWR. I have been employed with CSWR since October 2019 in various roles with increasing responsibility. My current responsibilities include the oversight of all state utility commission regulatory filings for all utility operating companies, including, but not limited to, acquisition cases, rate cases, and CCN (Certificates of Convenience and Necessity) expansions, as well as the coordination of all data request responses and any regulatory compliance filings. Additionally, I oversee the external communications team and CSWR’s Customer Experience department including the third-party call center provider, enabling the Company to communicate with stakeholders regarding operational

1 activities and accurately respond to customer inquiries. I oversee such activities for
2 affiliated operating companies providing water or wastewater utility services to
3 approximately 177,000 connections in Kentucky, Missouri, Arkansas, Tennessee,
4 Louisiana, Texas, Mississippi, North Carolina, South Carolina, Arizona, and Florida.

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

7 A. I received a Bachelor of Science degree with honors from Southern Illinois University in
8 Edwardsville (“SIUE”) with a major in Business Administration specializing in Human
9 Resources and Finance. The first few years of my career were spent in the finance industry,
10 including various roles within U.S. Bank and Stifel Financial Corp. During my
11 employment at Stifel Financial Corp., I received a Master of Business Administration
12 degree from SIUE as well.

13 **Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY BEFORE THE**
14 **COMMISSION?**

15 A. Yes, I submitted testimony before the Tennessee Public Utility Commission (“TPUC” or
16 the “Commission”) in several matters, including TPUC Docket Nos. 24-00044 and 26-
17 00036.

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

19 A. The purpose of my testimony is to support the application filed in this case (“Application”)
20 through which Limestone asks that the Commission expand the company’s Certificate of
21 Convenience and Necessity (“CCN”) to allow it to expand the existing wastewater system
22 and to serve the proposed expanded service area in Troubadour Golf + Field Club in
23 Williamson County, Tennessee (“Troubadour”). My testimony describes the proposed

1 expansion and explains why Limestone believes the expansion is in the public interest.
2 Specifically, I will discuss the development envisioned for the proposed expanded service
3 area, as well as the need for the CCN expansion so that Limestone can expand the existing
4 wastewater treatment system to serve the proposed development.

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

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

13 A. Yes.

14 **Q. WERE THESE EXHIBITS PREPARED BY YOUR OR UNDER YOUR**
15 **SUPERVISION?**

16 A. Yes.

17 **Q. WHAT WERE THE SOURCES OF THE DATA USED TO PREPARE THESE**
18 **EXHIBITS?**

19 A. The data used to prepare the exhibits was acquired from the books of account and business
20 records of CSWR and Limestone and other internal sources. We also obtained information
21 from the developer, Arrington Property Holdings, LLC ("APH").

1 **Q. DO YOU CONSIDER THIS DATA TO BE RELIABLE AND OF A TYPE THAT IS**
2 **NORMALLY USED AND RELIED ON IN YOUR BUSINESS FOR SUCH**
3 **PURPOSES?**

4 A. Yes.

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

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

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

14 Based on the evidentiary record, the Hearing Panel found that
15 Limestone has the requisite managerial, technical, and financial
16 capabilities to operate the water system and wastewater system in
17 Hardin County serving Points of Pickwick, The Preserve, and
18 Northshore (Phases 1, 2, and 3) now owned by Aqua.¹

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

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

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

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

7 To date, CSWR-affiliated utility operating companies, such as Limestone in
8 Tennessee, have acquired and are operating water or wastewater systems in Missouri,
9 Arkansas, Kentucky, Louisiana, Texas, Mississippi, North Carolina, South Carolina,
10 Arizona, Florida, and Tennessee. Furthermore, CSWR-affiliated entities have additional
11 acquisitions pending in several of these states as well as in the state of California.

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

15 A. CSWR's business plan is to pursue the purchase and recapitalization of small water and
16 wastewater systems and to operate those systems as investor-owned regulated utilities.
17 Many of those systems are not currently regulated. Of those that are regulated, many, if not
18 most, are out of compliance with utility commission rules and with federal or state pollution
19 and safety laws and regulations. Indeed, many systems that CSWR acquires do not even
20 have federal or state permits required to lawfully operate those systems. CSWR also has
21 found that many regulated systems that it has acquired have not increased their rates for a
22 decade or more and, as a result, lack the financial resources necessary to build, maintain,
23 and replace assets used to provide service or bring operations into compliance with rapidly

1 changing environmental and water quality regulations. Some systems that CSWR acquires
2 are in receivership, and therefore lack the ability to raise capital necessary to improve their
3 systems. In contrast, since CSWR has found investors willing to make investments and
4 take risks necessary to bring small water and wastewater systems into compliance with
5 current statutes, rules, and regulations, it has been able to acquire distressed systems,
6 upgrade or repair physical facilities, and operate those systems in a way that satisfies
7 customers, regulators, and investors alike.

8 CSWR's business plan and the expertise its personnel provide to affiliates have
9 convinced regulators in Tennessee, Missouri, Arkansas, Kentucky, Louisiana, Texas,
10 Mississippi, North Carolina, South Carolina, Florida, and Arizona to permit CSWR
11 affiliates to acquire and operate numerous small water and wastewater systems in those
12 states, and we expect to be authorized to acquire additional systems in those and other
13 states in the future. If the Commission authorizes Limestone to acquire the assets used to
14 operate the Grand Junction system, it would be added to the portfolio of systems the
15 Company currently operates in Tennessee. We hope the Commission will give us the same
16 opportunity in this case it gave us in the previous Aqua Utilities, Cartwright Creek, Shiloh
17 Falls Utilities, Candlewood Lakes and Chapel Woods acquisition cases, as well as in the
18 previous Troubadour expansion,³ so we can continue in Tennessee the record of success
19 our affiliated group has achieved elsewhere.

³ *Initial Order Acknowledging Qualification to Serve Contiguous Territory*, TPUC Docket No. 23-00020 (April 20, 2023).

1 **Q. PLEASE DESCRIBE CSWR-AFFILIATES' EXPERIENCE WITH WASTEWATER**
2 **SYSTEMS.**

3 A. If this application is approved, Limestone has the financial, technical, and managerial
4 ability to serve Troubadour in a manner that fully complies with applicable health, safety,
5 and environmental protection laws and regulations and provides reliable, safe, and
6 adequate service to customers. As of the end of 2024, CSWR was the tenth largest investor-
7 owned water and wastewater utility in the United States. We also are the largest single
8 owner operator of individual wastewater systems in the United States, and we will be on
9 track to singlehandedly bring into compliance the largest number of individual wastewater
10 plants across our national footprint in recent United States history (potentially ever). The
11 CSWR-affiliated group of companies is likely the most qualified utility in the United States
12 to service customers based on the number of systems we own, the number of systems that
13 we have purchased and kept in environmental compliance, and our personnel having the
14 most relevant experience running small utilities. Our affiliate group current owns and
15 operates more than 800 water and wastewater plants within our eleven-state operational
16 footprint. On a daily basis we deliver, on average, more than 14.6 million gallons of water
17 daily to our more than 42,000 water connections and treat almost 20 million gallons of
18 wastewater to our more than 60,000 wastewater connections. In Louisiana, alone, our
19 affiliate has removed fifty-nine (59) systems from Agreements on Consent with the
20 Louisiana Department of Environmental Quality – the fastest timeframe ever for a large
21 group of systems – and we are 100% compliant with environmental compliance agreements
22 entered into with state regulators. These agreements are necessary because of the extremely
23 distressed nature of many systems our group acquires, and our record of compliance with

1 and removal from these agreements is testament to our ability to own and operate such
2 systems in a manner that complies with applicable laws and provides safe and reliable
3 service to customers.

4 Specifically, on the wastewater side of the business, CSWR affiliates (including
5 Limestone) have purchased wastewater treatment plants with associated sewer pumping
6 stations, gravity force mains, and gravity conveyance lines. With the approval of state
7 wastewater regulatory authorities, since March 2015, CSWR-affiliated companies have
8 designed, permitted, and completed construction, of numerous sanitary sewer system
9 improvements. These improvements include wastewater line repairs to remove infiltration
10 and inflow, building sewer main extensions, the repair of multiple lift stations, the
11 construction of lift stations, the closure of an existing regulatory impaired wastewater
12 system, building fully activated sludge plants, constructing moving bed bio-reactor plants
13 converting multiple failing wastewater systems into sludge storage/flow equalization and
14 treatment basins, converting failed mechanical systems to I-Fast systems, and constructing
15 various other wastewater supporting improvements.

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

18 A. Yes. This fact is evidenced by the fact that CSWR is already providing those and other
19 similar services for wastewater systems in Tennessee, as well as 10 other states. While I
20 have already described my background and experience in the water and wastewater utility
21 industry, the resumes of the other key members of CSWR's senior team who would be
22 involved in Limestone's operations are included as **Exhibit 8**. The resumes of the CSWR
23 senior team shows that Limestone is well-qualified to meet the demands of Limestone and

1 its customers as well as any requirements of this Commission and other regulators charged
2 with overseeing Limestone's operations. The types and quality of services that CSWR
3 provides to Limestone are not typically available to small systems like that at issue in this
4 case. However, CSWR's business model was developed specifically to provide that
5 expertise and experience to affiliates and to do so while achieving economies of scale
6 attributable to CSWR's centralized management structure.

7 **Q. PLEASE DESCRIBE THE CUSTOMER SERVICES THAT CSWR PROVIDES TO**
8 **ITS AFFILIATE CUSTOMERS.**

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

16 **Q. DO LIMESTONE AND CSWR HAVE THE FINANCIAL CAPACITY TO**
17 **PROVIDE WASTEWATER SERVICE TO TROUBADOUR?**

18 A. Yes, Limestone and CSWR have the financial capacity to provide wastewater services to
19 Troubadour. Their financial capacity has been accepted by the Commission in Limestone's
20 previous approvals referenced earlier herein and demonstrated recently in Limestone's
21 recent rate case before the Commission in TPUC Docket No. 24-00044. This financial
22 capacity enables CSWR utility affiliates to not only purchase small, oftentimes distressed,
23 water and wastewater systems, but to also make the investments necessary to bring those

1 systems into compliance with applicable health, safety, and environmental protection laws
2 and regulations. This investment commitment also includes working capital necessary to
3 operate until an application for compensatory rates can be prepared and prosecuted.

4 **Q. HOW DOES LIMESTONE PROPOSE TO PROVIDE OPERATIONAL SUPPORT**
5 **TO TROUBADOUR?**

6 A. As it currently does for its other Tennessee service areas, including the existing Troubadour
7 service area⁴, Limestone would hire a local, non-affiliated third-party Operations and
8 Maintenance (“O&M”) firm that has knowledgeable and experienced personnel, possesses
9 requisite state licenses, and carries insurance coverage necessary to operate the Troubadour
10 system. This is what Limestone has efficiently and successfully done in Tennessee,
11 including at the former Aqua Utilities, Cartwright Creek, Chapel Woods, Shiloh Falls and
12 Candlewood systems. It also is the approach that Limestone’s affiliated utility operating
13 companies have successfully employed at the water and wastewater systems they operate
14 outside Tennessee.

15 In addition to its service obligations during normal business hours, the O&M firm
16 would also be required to have a 24-hour emergency service line to deal with customers
17 experiencing service disruptions. CSWR has developed a centralized computerized
18 maintenance management system that monitors the performance of both its drinking water
19 and wastewater systems and allows it to track the ongoing maintenance and testing work
20 performed by its O&M contractors. In addition, CSWR uses geographic information

⁴ The Commission previously granted Limestone CCNs to provide services in Troubadour. *See Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (January 24, 2022) (approving Limestone’s acquisition of the Cartwright Creek, LLC wastewater systems, including the system serving The Hideaway at Arrington, later identified as Troubadour Golf + Field Club), and *Initial Order Acknowledging Qualification to Serve Contiguous Territory*, TPUC Docket No. 23-00020 (April 20, 2023).

1 system (“GIS”) survey information to accurately map all infrastructure assets, which
2 allows the Company to specifically target ongoing infrastructure re-investment as part of
3 the overall managerial and technical support CSWR provides each of its utility operating
4 affiliates.

5 While day-to-day operational functions would be provided by non-employee
6 contractors, all management, financial reporting, underground utility safety and location
7 services, Commission regulatory reporting, environmental regulatory reporting and
8 management, operations oversight, utility asset planning, engineering planning, ongoing
9 utility maintenance, utility record keeping, and final customer dispute management would
10 be performed by personnel at CSWR's corporate office. CSWR personnel also would
11 monitor the activities of the non-employee contractors to make sure the system is being
12 operated and maintained properly and customers’ needs are being met. As mentioned, the
13 resumes of CSWR personnel who, in addition to me, would be responsible for providing
14 services or oversight to Limestone’s operation, are attached to the Application as **Exhibit 8**.

15 **DESCRIPTION OF THE PROPOSED SERVICE AREA EXPANSION**

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

18 A. Troubadour is currently an approximate 739-acre subdivision in Williamson County,
19 Tennessee, consisting of 375 lots in Williamson County, Tennessee⁵. The subdivision is
20 located at 8000 Club View Drive, College Grove, Tennessee. It is platted for one home per

⁵ The Commission previously granted Limestone CCNs to provide services in Troubadour. *See Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, TPUC Docket No. 21-00053 (January 24, 2022) (approving Limestone’s acquisition of the Cartwright Creek, LLC wastewater systems, including the system serving The Hideaway at Arrington, later identified as Troubadour Golf + Field Club), and *Initial Order Acknowledging Qualification to Serve Contiguous Territory*, TPUC Docket No. 23-00020 (April 20, 2023).

1 lot. A map showing the location of this system is provided as **Exhibit 1** to the Application.
2 The subdivision is being developed by APH. The proposed service area expansion consists
3 of an additional 85 lots on approximately 157 acres.

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

6 A. The subdivision does not fall within the service area of any water/wastewater providers to
7 my knowledge. For this reason, APH, developer of Troubadour, proposes to construct a
8 wastewater collection system. The proposed expansion to the existing wastewater system
9 consists of individual E-One grinder pump units installed at each home and facility within
10 the Troubadour development, raw wastewater passes through a 3mm fine screen before
11 flowing to a deep cell, aerated lagoon (Sheaffer system). Upon leaving the lagoon, the
12 partially treated wastewater is pumped through a multi-stage Cambrian Trickling
13 Filter/Attached Growth system, followed by filtration, UV disinfection, and final disposal
14 into nearby drip irrigation fields. The existing wastewater system has a permitted design
15 capacity of 0.1175 MGD and is proposed to be expanded with a maximum design capacity
16 of 0.1753 MGD to serve approximately 425 to 460 homes plus common development
17 amenities.

18 **Q. WHAT IS LIMESTONE'S ROLE IN THIS PROJECT?**

19 A. While APH plans to construct the wastewater treatment assets, it does not wish to be the
20 ongoing operator of the treatment system. For this reason, Limestone was asked to accept
21 ownership of the expansion to the treatment system and accept ongoing responsibility for
22 the operation of the system as well as providing wastewater services to the customers
23 within this service area.

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

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

10 **Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR THE**
11 **EXPANSION AREA IN THE TROUBADOUR SUBDIVISION?**

12 A. The rates, rules and regulations for the Troubadour system will be the same as those
13 approved by the Commission for the Arrington/Hardeman/Hideaway service area in TPUC
14 Docket No. 24-00044⁶.

15 **Q. ARE LIMESTONE AND CSWR FAMILIAR WITH THE COMMISSION'S RULES**
16 **AND REGULATIONS GOVERNING WASTEWATER UTILITIES AND DO**
17 **THOSE COMPANIES PLEDGE TO OPERATE THE SYSTEM AT ISSUE IN THIS**
18 **CASE IN A MANNER THAT COMPLIES WITH THOSE RULES AND**
19 **REGULATIONS?**

⁶ See Commission Acknowledgment Receipt of Limestone Water Utility Operating Company, LLC Tariff Filing, TPUC Docket No. 24-00044 (June 8, 2026) (approving Limestone's revised compliant tariff filing, including the Arrington/Hardeman/Hideaway sewer service rates set forth on Limestone Water Utility Operating Company, LLC, Water & Wastewater Service Tariff, First Revised Sheet #5, TPUC No. 1, Schedule of Rates & Charges – Sewer Service (Phase 2 of 2)).

1 A. Yes, as indicated, Limestone currently operates in the state of Tennessee. Therefore, CSWR
2 and Limestone are familiar with the Commission's rules and regulations and pledge to
3 continue to operate the expanded system in a manner that complies with all Commission
4 requirements and all applicable state statutes and regulations.

5 **Q. HOW DOES LIMESTONE PROPOSE TO SATISFY THE FINANCIAL SECURITY**
6 **REQUIREMENTS IMPOSED BY TPUC RULES 122-04-13-.07 AND 1220-04-13-**
7 **.08?**

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

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

13 A. Yes. I believe Limestone's proposed expansion of its certificated service area, to include
14 the Troubadour service area, would be consistent with and would promote the public
15 interest. Limestone and CSWR are fully qualified, in all respects, to own and operate the
16 expanded system and to otherwise provide safe and adequate service. Furthermore, as
17 previously explained, this approximately 157-acre tract is currently undeveloped. Through
18 the operation of the wastewater facility to be constructed by APH, Limestone's service area
19 expansion allows for the development of this land.

20 **Q. DO YOU HAVE ANYTHING TO ADD WITH RESPECT TO THE JOINT**
21 **APPLICATION?**

22 A. Yes. I verify that the Application and the supporting documentation submitted with it are
23 true and correct to the best of my information and belief. Furthermore, Limestone is aware

1 of and will abide by all applicable Tennessee statutes, rules and regulations, including
2 TPUC Rules.

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

4 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)
TROUBADOUR GOLF+FIELD CLUB)
SUBDIVISION)

DOCKET NO. 26-_____

VERIFICATION

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

I, AARON SILAS, being duly sworn, state that I am authorized to testify on behalf of Limestone Water Utility Operating Company, LLC in the above-referenced docket, that if present before the Commission and duly sworn, 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.



AARON SILAS

Sworn to and subscribed before me
this 22 day of July, 2026.



Notary Public

My Commission Expires: 04-10-2027

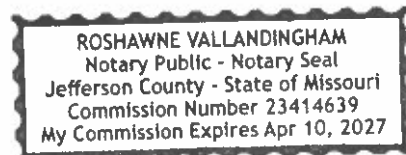


EXHIBIT 10

CSWR Consolidated Financial Statements

[CONFIDENTIAL]

EXHIBIT 11

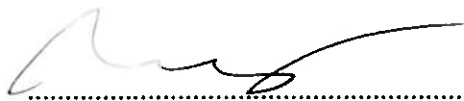
Limestone's 2025 Annual Report

STATE OF TENNESSEE

COUNTY OF

We the undersigned Brent Thies, Senior Vice President
and Caitlin O'Reilly, Director of Reg. & Plant Acct.
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, Senior Vice President



Caitlin O'Reilly, Director of Reg. & Plant Acct.

Subscribed and sworn to before me this 30th
day of March, 2020
Daniel Ryan Janowiak
Notary Public, St. Louis County, MO
My commission will expire 5/4/28

(Seal)

DANIEL RYAN JANOWIAK
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 20374795
My Commission Expires 05-04-2028

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Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Co		(1) ☒ An Original	(2) ☐ A Resubmission	(Mo, Da, Yr) 3/31/26	2025
INCOME STATEMENT					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential		403,702	964,217	-	1,367,919
Commercial		15,599	315,468	-	331,067
Industrial		2,875	-	-	2,875
Multi-Family		-	-	-	-
Other (Misc Service)		24,202	90,673	-	114,875
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Gross Revenue		446,378	1,370,358	-	1,816,736
Operation & Maint. Expense	W3/S3	255,392	1,336,557	-	1,591,949
Depreciation Expense	F-5	46,407	351,411	-	397,818
Amortization Expense		-	-	-	-
Other Expense (General & Admin)		108,234	467,031	-	575,265
Other Expense (Insurance)		14,939	57,970	-	72,909
Taxes Other Than Income	F-7	2,815	23,285	-	26,100
Income Taxes	F-7	-	-	-	-
Total Operating Expenses		427,787	2,236,254	-	2,664,041
Net Operating Income		18,591	(865,896)	-	(847,305)
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)		-	-	-	-
Other (Interest Expense)		73,946	252,381	-	326,327
Other (Please Specify)		-	-	-	-
Other (Please Specify)		-	-	-	-
Total Other Deductions		73,946	252,381	-	326,327
Net Income		(55,355)	(1,118,277)	-	(1,173,632)

Name of Respondent		This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Company		(1) ☒ An Original	(Mo, Da, Yr)	
		(2) ☐ A Resubmission	3/31/26	2025
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	22,551,724	18,168,264	
Accum. Depreciation and Amortization (108)	F5/W2/S2	4,969,164	4,314,448	
Net Utility Plant		17,582,560	13,853,816	
Cash		969,858	864,452	
Customer Accounts Receivable (141)		230,521	182,058	
Other Assets (Prepayments)		68,273	34,371	
Other Assets (Other Current Assets)		275,018	167,721	
Other Assets (Deferred Debits)		1,226,866	836,524	
Other Assets (PSI)		493,629	493,629	
Total Assets		20,846,725	16,432,571	
LIABILITIES AND CAPITAL				
Common Stock Issued (201)	F-6	8,527,275	8,527,275	
Preferred Stock Issued (204)	F-6	0	0	
Other Paid-In Capital (211)		0	0	
Retained Earnings (215)	F-6	(5,253,852)	(4,080,219)	
Capital (Proprietary & Partnership-218)	F-6	0	0	
Total Capital		3,273,423	4,447,056	
Long-Term Debt (224)	F-6	0	0	
Accounts Payable (231)		890,178	603,388	
Notes Payable (232)		10,598,522	5,239,267	
Customer Deposits (235)		0	0	
Accrued Taxes (236)		0	0	
Other Liabilities (Misc Liabilities)		416,319	429,287	
Other Liabilities (Capital Improvement Reserve)		382,854	354,137	
Other Liabilities (Taxes Payable)		487	2,041	
Other Liabilities (Impact Fee Liability)		10,136	11,145	
Other Liabilities (Escrow Liability)		42,868	0	
Advances for Construction		0	0	
Contributions In Aid Of Const.-Net (271-2)	F-8	5,231,938	5,346,250	
Total Liabilities		17,573,302	11,985,515	
Total Liabilities & Capital		20,846,725	16,432,571	

Name of Respondent	This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Co	(1) <u>X</u> An Original (2) A Resubmission		(Mo, Da, Yr) 3/31/26	2025
NET UTILITY PLANT				
Plant Accounts (101-107) Inclusive (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Utility Plant in Service (101)	1,778,142	13,962,355	0	15,740,497
Construction Work in Progress (105)	672,993	3,965,774	0	4,638,767
Other (Utility Plant 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	2,865,608	19,686,116	0	22,551,724
ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT				
Account 108 (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Balance First of Year	711,287	3,603,161	0	4,314,448
Credits During Year:				
Accruals charged to Depreciation Account	50,768	603,948	0	654,716
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	50,768	603,948	0	654,716
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	762,055	4,207,109	0	4,969,164

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) ☒ An Original (2) ☐ A Resubmission	Date of Report (Mo, Da, Yr) 3/31/26	Year of Report 2025
CAPITAL STOCK (201 - 204)			
	Common Stock	Preferred Stock	
(a)	(b)	(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)			
	Appropriated	Unappropriated	
(a)	(b)	(c)	
Balance first of year	-	(4,080,220)	
Changes during year NET INCOME/(NET LOSS)	-	(1,173,632)	
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	(5,253,852)	
PROPRIETARY CAPITAL (218)			
	Proprietor	Partner	
(a)	(b)	(c)	
Balance first of year	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Changes during year (Please Specify)	-	-	
Balance end of year	0	0	
LONG-TERM DEBT (224)			
Obligation including Issue & Maturity Dates	Interest Rate	Year End Balance	
(a)	(b)	(c)	
Debt #1	0.00%	-	
Debt #2	0.00%	-	
Debt #3	0.00%	-	
Debt #4	0.00%	-	
Debt #5	0.00%	-	
Debt #6	0.00%	-	
Debt #7	0.00%	-	
Debt #8	0.00%	-	
Debt #9	0.00%	-	
Debt #10	0.00%	-	
Debt #11	0.00%	-	
Debt #12	0.00%	-	
Total Long-Term Debt		0	

[illegible]

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) 3/31/26	Year of Report 2025
CONTRIBUTIONS IN AID OF CONSTRUCTION (271)					
Description (a)		Water (b)	Sewer (c)	Total (d)	
Balance First of Year		327,168	6,116,994	6,444,162	
Add Credits During Year		5,700	94,350	100,050	
Less Charges During Year		-	-	-	
Balance End of Year		332,868	6,211,344	6,544,212	
Less Accumulated Amortization		152,429	1,159,845	1,312,274	
Net Contributions in Aid of Construction		180,439	5,051,499	5,231,938	
DITIONS 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	-	50,000	
Contractor or Developer #2		Cash	-	7,500	
Contractor or Developer #3		Cash	-	10,000	
Contractor or Developer #4		Cash	-	4,250	
Contractor or Developer #5		Cash	-	9,750	
Contractor or Developer #6		Cash	5,700	-	
Contractor or Developer #7		Cash	-	10,000	
Contractor or Developer #8		Cash	-	2,850	
Contractor or Developer #9			-	-	
Contractor or Developer #10			-	-	
Contractor or Developer #11			-	-	
Contractor or Developer #12			-	-	
Contractor or Developer #13			-	-	
Contractor or Developer #14			-	-	
Contractor or Developer #15			-	-	
Contractor or Developer #16			-	-	
Contractor or Developer #17			-	-	
Contractor or Developer #18			-	-	
Contractor or Developer #19			-	-	
Contractor or Developer #20			-	-	
Contractor or Developer #21			-	-	
Contractor or Developer #22			-	-	
Contractor or Developer #23			-	-	
Contractor or Developer #24			-	-	
Contractor or Developer #25			-	-	
Contractor or Developer #26			-	-	
Contractor or Developer #27			-	-	
Contractor or Developer #28			-	-	
Contractor or Developer #29			-	-	
Contractor or Developer #30			-	-	
Total Credits During Year			5,700	94,350	

Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Company		(1) <u> X </u> An Original	(2) A Resubmission	(Mo, Da, Yr) 3/31/26	3/31/26
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	1,005,181	9,921	-	1,015,102
354	Structures & Improvements	3,129,878	448,527	-	3,578,405
360	Collection Sewers - Force	1,275,011	116,944	-	1,391,955
361	Collection Sewers - Gravity	892,932	92,775	-	985,707
362	Special Collecting Structures	-	-	-	-
363	Services to Customers	165,777	27,337	-	193,114
364	Flow Measuring Devices	-	-	-	-
365	Flow Measuring Installations	15,558	8,652	-	24,210
370	Receiving Wells	217,903	-	-	217,903
371	Pumping Equipment	1,246,941	916,979	-	2,163,920
380	Treatment & Disposal Equipment	2,541,759	336,381	-	2,878,140
381	Plant Sewers	72,618	186,098	-	258,716
382	Outfall Sewer Lines	31,422	-	-	31,422
389	Other Plant & Miscellaneous Equipment	37,672	-	-	37,672
390	Office Furniture & Equipment	19,132	-	-	19,132
391	Transportation Equipment	-	-	-	-
392	Stores Equipment	-	-	-	-
393	Tools, Shop & Garage Equipment	-	-	-	-
394	Laboratory Equipment	-	-	-	-
395	Power Operated Equipment	4,149	-	-	4,149
396	Communication Equipment	395,962	111,988	-	507,950
397	Miscellaneous Equipment	18,452	-	-	18,452
398	Other Tangible Plant	636,406	-	-	636,406
	Total Sewer Plant	11,706,753	2,255,602	-	13,962,355

Name of Respondent		This Report is:				Date of Report		Year of Report			
Limestone Water Utility Operating Company		(1) X_ An Original		(2) A Resubmission		(Mo, Da, Yr)		3/31/26		2025	
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%	1,398,474	-	86,055	1,484,529			
360	Collection Sewers - Force	50	0.00%	0.00%	40,760	-	26,280	67,040			
361	Collection Sewers - Gravity	50	0.00%	0.00%	267,507	-	18,637	286,144			
362	Special Collecting Structures	-	0.00%	0.00%	-	-	-	-			
363	Services to Customers	40	0.00%	0.00%	5,803	-	3,547	9,350			
364	Flow Measuring Devices	10	0.00%	0.00%	1,636	-	805	2,441			
365	Flow Measuring Installations	30	0.00%	0.00%	-	-	-	-			
370	Receiving Wells	25	0.00%	0.00%	132,258	-	8,716	140,974			
371	Pumping Equipment	10	0.00%	0.00%	495,696	-	156,625	652,321			
380	Treatment & Disposal Equipment	20	0.00%	0.00%	936,611	-	211,593	1,148,204			
381	Plant Sewers	40	0.00%	0.00%	2,685	-	6,287	8,972			
382	Outfall Sewer Lines	50	0.00%	0.00%	21,905	-	193	22,098			
389	Other Plant & Miscellaneous Equipment	20	0.00%	0.00%	35,343	-	1,845	37,188			
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	-	1,911	3,712			
394	Laboratory Equipment	-	0.00%	0.00%	-	-	-	-			
395	Power Operated Equipment	15	0.00%	0.00%	207	-	277	484			
396	Communication Equipment	15	0.00%	0.00%	62,234	-	43,839	106,073			
397	Miscellaneous Equipment	10	0.00%	0.00%	1,845	-	1,846	3,691			
398	Other Tangible Plant	10	0.00%	0.00%	198,396	-	63,641	262,037			
Totals					3,603,161	0	632,097	4,235,258			
*State basis used for percentages used in schedule.											

Name of Respondent		This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com		(1) ☒ An Original (2) ☐ A Resubmission	(Mo, Da, Yr) 3/31/26	2025
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	330		
715	Purchased Power	179,537		
716	Fuel for Power Production	-		
718	Chemicals	10,880		
720	Materials & Supplies	15,573		
730	Contractual Services	1,079,720		
740	Rents	-		
750	Transportation Expense	-		
755	Insurance Expense	-		
765	Regulatory Commission Expense	14,869		
770	Bad Debt Expense	17,103		
775	Miscellaneous Expenses	18,545		
Total Sewer Operation & Maintenance Expense		1,336,557		

SEWER CUSTOMERS				
Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	-	-	-	-
3/4 Inch	-	-	-	-
1.0 Inch	-	-	-	-
1.5 Inch	-	-	-	-
2.0 Inch	-	-	-	-
2.5 Inch	-	-	-	-
3.0 Inch	-	-	-	-
4.0 Inch	-	-	-	-
6.0 Inch	-	-	-	-
8.0 Inch	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Other (Please Specify)	-	-	-	-
Unmetered Customers	1,981	101	-	2,082
Total Customers	1,981	101	0	2,082

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) 3/31/26	2025

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 Sumb	Hydromatic Sum	E-One DH071 (2	Sta-Rite 2000 (23
Year Installed	1998	1998	2010-2020	2020
Rated Capacity (GPM)	45 gpm	115 gpm	11 gpm	10 gpm
Size (HP)	5 HP	5 HP	1 HP	1/2 HP
Power (Electric/Mechanical)	Electric	Electric	Electirc	Electric
Make, Model or Type of Motor	Unknown	Unknown	E/One Extreme	Sta-Rite

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) <u>X</u> An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 3/31/26	Year of Report 2025
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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	2082
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve	
Estimated Annual Increase in Equivalent Residential Customers *	2125
* 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:

Adley Subdivision - Grasslands WWTF tie-in 30 residential lots estimated 12/31/25

If the present systems do not meet environmental requirements, please submit the following:

A. An evaluation of the present plant or plants in regard to meeting the requirements.

B. Plans for funding and construction of the required upgrading.

C. The date construction will begin.

What is the percent of the certificated area that have service connections installed?

Name of Respondent		This Report is:		Date of Report	Year of Report
Limestone Water Utility Operating Company		(1) <u> X </u> An Original		(Mo, Da, Yr)	
		(2) <u> </u> A Resubmission		3/31/26	2025
WATER UTILITY PLANT ACCOUNTS					
Acct No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	-	-	-	0
302	Franchises	-	-	-	0
303	Land & Land Rights	133,458	-	-	133,458
304	Structures & Improvements	1,251,295	7,661	-	1,258,956
305	Collecting & Impounding Reservoirs	-	-	-	0
306	Lake, River & Other Intakes	-	-	-	0
307	Wells & Springs	-	-	-	0
308	Infiltration Galleries & Tunnels	-	-	-	0
309	Supply Mains	8,639	-	-	8,639
310	Power Generation Equipment	-	-	-	0
311	Pumping Equipment	-	6,808	-	6,808
320	Water Treatment Equipment	733	-	-	733
330	Distribution Reservoirs & Standpipes	-	-	-	0
331	Transmission & Distribution Mains	112,139	54,131	-	166,270
333	Services	112,860	4,423	-	117,283
334	Meters & Meter Installations	30,986	3,162	-	34,148
335	Hydrants	20,878	5,689	-	26,567
339	Other Plant & Miscellaneous Equipment	2,032	-	-	2,032
340	Office Furniture & Equipment	-	-	-	0
341	Transportation Equipment	-	-	-	0
342	Stores Equipment	-	-	-	0
343	Tools, Shop & Garage Equipment	-	-	-	0
344	Laboratory Equipment	-	-	-	0
345	Power Operated Equipment	-	-	-	0
346	Communication Equipment	6,019	7,448	-	13,467
347	Miscellaneous Equipment	9,781	-	-	9,781
348	Other Tangible Plant	-	-	-	0
	Total Water Plant	1,688,820	89,322	0	1,778,142
	</				

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) <u>X</u> An Original	(Mo, Da, Yr)	
	(2) A Resubmission	3/31/26	2025

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	94,416
615	Purchased Power	4,363
616	Fuel for Power Production	-
618	Chemicals	997
620	Materials & Supplies	2,229
630	Contractual Services	125,431
640	Rents	-
650	Transportation Expense	-
655	Insurance Expense	-
665	Regulatory Commission Expense	6,534
670	Bad Debt Expense	8,347
672	Miscellaneous Expenses	13,075
	Total Water Operation & Maintenance Expense	255,392

WATER CUSTOMERS

Description (a)	Customers First of Year (b)	Additions (c)	Disconnections (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	419	8	-	427
3/4 Inch	20	5	-	25
1.0 Inch	2	-	1	1
1.5 Inch	1	-	-	1
2.0 Inch	3	-	-	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	4	-	152
Total Customers	594	17	1	610

Name of Respondent Limestone Water Utility Operating Com	This Report is: (1) ☒ An Original (2) ☐ A Resubmission	Date of Report (Mo, Da, Yr) 3/31/26	Year of Report 2025
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PUMPING AND PURCHASED WATER STATISTICS

Description (1) (a)	Water Purchased for Resale (b) in thousands	Water Pumped from Wells (c) in thousands	Total Water Pumped and Purchased (d) in millions	Water Sold To Customers (e)
January	12,115.00	417,802.00	429,917.00	-
February	12,689.00	300,916.00	313,605.00	-
March	11,988.00	1,198,572.00	1,210,560.00	-
April	21,467.00	1,051,465.00	1,072,932.00	-
May	14,329.00	10,509,620.00	10,523,949.00	-
June	19,760.00	13,769,413.00	13,789,173.00	-
July	15,219.00	883,216.00	898,435.00	-
August	-	255,991.00	255,991.00	-
September	14,909.00	119,223.00	134,132.00	-
October	13,695.00	1,533,794.00	1,547,489.00	-
November	15,962.00	344,791.00	360,753.00	-
December	12,969.00	184,264.00	197,233.00	-
Total for the Year	165,102.00	30,569,067.00	30,734,169.00	-

SALES FOR RESALE

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

Savannah Utility Department

Name of Respondent Limestone Water Utility Operating Company	This Report is: (1) <u>X</u> An Original (2) A Resubmission	Date of Report (Mo, Da, Yr) 3/31/26	Year of Report 2025
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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	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) 3/31/26	2025

SOURCE OF SUPPLY

List for each source of supply:

Description	Source #1	Source #2	Source #3	Source #4
Gallons per day of source				
Type of Source	Well	Purchased		

WATER TREATMENT FACILITIES

List for each water treatment facility:

Description	Facility #1	Facility #2	Facility #3	Facility #4
Type				
Make				
Gallons per day capacity				
Method of Measurement				

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility.

Present Equivalent Residential Customer's * now being served	610
Maximum Equivalent Residential Customer's * that the system can efficiently serve	
Estimated annual increase in Equivalent Residential Customers *	625
* 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

Clearpoint Engineers
6652 Highway 98, Hattiesburg, MS 39402

Name of Respondent	This Report is:	Date of Report	Year of Report
Limestone Water Utility Operating Com	(1) ☒ An Original (2) ☐ A Resubmission	(Mo, Da, Yr) 3/31/26	2025
SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT			
Rate Base			
Additions:			
Plant In Service		15,740,497	
Construction Work in Progress		4,638,767	
Property Held For Future Use		0	
Materials & Supplies		0	
Working Capital Allowance		0	
Other Additions - Common Plant Alloc from Parent Company		0	
Other Additions (Please Specify)		0	
Total Additions to Rate Base		20,379,264	
Deductions:			
Accumulated Depreciation		4,969,164	
Accumulated Deferred Income Taxes		0	
Pre 1971 Unamortized Investment Tax Credit		0	
Customer Deposits		0	
Contributions in Aid of Construction		5,231,938	
Other Deductions (Please Specify)		0	
Other Deductions (Please Specify)		0	
Total Deductions to Rate Base		10,201,102	
Rate Base		10,178,162	
Adjusted Net Operating Income			
Operating Revenues:			
Residential		1,367,919	
Commercial		331,067	
Industrial		2,875	
Public Authorities		0	
Multiple Family		0	
Fire Protection		0	
All Other		114,875	
Total Operating Revenues		1,816,736	
Operating Expenses:			
Operation		2,240,123	
Depreciation		397,818	
Amortization		0	
Taxes Other Than Income Taxes		26,100	
Income Taxes		0	
Total Operating Expense		2,664,041	
Net Operating Income		(847,305)	
Other (Gain/Loss of Utility Property)		0	
Other (Interest Expense)		(326,327)	
Adjusted Net Operating Income		(1,173,632)	
Rate of Return (Line 49 / Line 25)		-11.53%	
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:	2025
Report Date:	3/31/26

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".	22,551,724	22,551,724	0
2. Line 10 on F4, col. "C" agrees w/lines 34, W1, col. "F" & 32, S1, col. "F".	22,551,724	22,551,724	0
3. Line 11 on F4, col. "C" agrees w/line 52 on F5, col. "F".	4,969,164	4,969,164	0
4. Line 11 on F4, col. "C" agrees w/lines 32, W2, col. 1 & 30, S2, col. 1	4,969,164	4,969,164	0
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".	(5,253,852)	(5,253,852)	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".	5,231,938	5,231,938	0
12. Line 8 on F8, col. "D" agrees w/line 55 on F8, cols. "C & D".	100,050	100,050	0

Limestone Utility Operating Company
2025 Tap Escrow & Capital Recovery Detail

	Balance 12/31/25
PNC Tap Fee Escrow Account	509,730.01
PNC Cap Imp Reserve Account	312,556.63
PNC DSH Escrow Account	50,853.08
PNC CB Escrow Account	42,905.27
Total	916,044.99

[illegible]

EXHIBIT 12

Limestone Pro Forma Financial Statements

INCOME STATEMENT

Months at Initial Rate	12	12	12
Months at Step Rate	0	0	0
Months at Final Rate	0	0	0
	Year 1	Year 2	Year 3
OPERATING REVENUE			
Metered service revenue	\$ -	\$ -	\$ -
Flat rate service revenue	\$ 194,119	\$ 194,119	\$ 194,119
Re-connect fees	\$ 4,087	\$ 4,087	\$ 4,087
Returned check charge	\$ 2,043	\$ 2,043	\$ 2,043
Late payment charge	\$ 4,087	\$ 4,087	\$ 4,087
Total Operating Revenue	\$ 204,336	\$ 204,336	\$ 204,336
OPERATING EXPENSES			
Outside labor expenses (non-employees)	\$ 12,000	\$ 12,000	\$ 12,000
Administrative and office expense	\$ 4,800	\$ 4,800	\$ 4,800
Maintenance and repair expense	\$ 14,400	\$ 14,400	\$ 14,400
Electric power expense (exclude office)	\$ 30,000	\$ 30,000	\$ 30,000
Chemicals expense	\$ 15,600	\$ 15,600	\$ 15,600
Other operating expense	\$ 9,600	\$ 9,600	\$ 9,600
Total Operating Expenses	\$ 86,400	\$ 86,400	\$ 86,400
Annual Depreciation Expense	\$ 10,000	\$ 10,000	\$ 10,000
Total Expenses	\$ 96,400	\$ 96,400	\$ 96,400
INCOME TAXES			
Total Income Taxes	\$ 29,682	\$ 29,682	\$ 29,682
Net income (Loss)	\$ 78,254	\$ 78,254	\$ 78,254

Capital Budget

	Year 1	Year 2	Year 3
Acquisition	\$ -		
Improvements	\$ -		
Reinvestment of Depreciation	\$ 10,000	\$ 10,000	\$ 10,000

ASSUMPTIONS

Acq Date	
Step Rate Date	\$ -
Final Rate Date	\$ -
Water Connections	-
Water Initial Rate	\$ -
Water Step Rate	\$ -
Water Final Rate	\$ -
Wastewater Connections	172
Wastewater Initial Rate	\$ 99.00
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	\$ 1,000
Customer Service	\$ 800
Repairs	\$ 1,200
Power	\$ 2,500
Chemicals	\$ 1,300
Purchased Water	\$ -
Purchased Wastewater	\$ 1,500
Testing Fees	\$ -
Administrative Expense	\$ 400

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 (Troubadour)

Acct Name	Acct #	Balance
Structures and Improvements	354.000	\$ 1,100,200.00
Treatment & Disposal	380.000	\$ 550,000.00
Collection Sewers - Gravity	361.000	\$ 514,000.00
Pumping Equipment	371.000	\$ 464,100.00
		<u>\$ 2,628,300.00</u>

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.



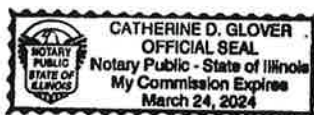
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
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

Water & Wastewater Service Tariff

Rate Schedules

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RATES

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Schedule of Rates and Charges – Sewer Service

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- D. Access to Property
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- F. Meters
- G. Multiple Meter Settings
- H. Meter Testing
- I. Billing
- J. Terms and Conditions of Billing and Payment
- K. Disputed Bills
- L. Adjustments to Bills
- M. Denying or Discontinuing Service
- N. Reconnection of Service After Discontinuance
- O. Modification of Facilities at Customer Expense
- P. Requirement for Valves and Other Devices
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- R. Cross Connections
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- T. Interruptions In or Curtailment Of Water Supply
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- V. Responsibility of Company
- W. Ownership of Property

SCHEDULE OF RATES & CHARGES – WATER SERVICE (PHASE 2 of 2)

Availability: This rate is available to water customers located at the following systems:

Aqua Utilities

For Metered Service

Monthly Minimum (Includes 0 gallons)

For service through all meter sizes \$43.33.00 / month

Commodity Charge: \$5.82 / 1,000 gallon

Availability: This rate is available to water customers located at the following systems:

Candlewood Lakes

For Unmetered Service

Monthly Minimum: \$70.00 / month

Non-Recurring Charges:

Service Connection/Tap Fee Charge:

<u>Aqua</u>	\$1,425
Disconnection Charge:	\$35.00
Reconnection Charge:	\$35.00
Returned Check Charge:	\$16.00
Late Payment Charge:	5%
Meter Tampering Penalty Fee	\$250.00

Rate Case Expense Surcharge (Per Connection) \$2.79
((\$250K to be collected over 3 years)

Rate Mitigation Surcharge (Per Connection) \$1.34
((\$8,845 to be collected over 12 months)

SCHEDULE OF RATES & CHARGES – SEWER SERVICE (PHASE 2 of 2)

Availability: This rate is available to sewer Customers located at the following systems:

Aqua Utilities

Residential: **Monthly Flat Rate**

For service through all meter sizes \$46.50 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: \$46.50 / month

Availability: This rate is available to sewer Customers located at the following systems:

Grassland

Residential:

1-2 Bedroom \$86.00 / month

3 Bedroom \$92.50 / month

4 Bedroom \$99.00 / month

5 Bedroom \$99.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: \$207.20 / month

Availability: This rate is available to sewer Customers located at the following systems:

Arrington/Hardeman/Hideaway

Residential:

All: \$99.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: \$207.20 / month

Availability: This rate is available to sewer Customers located at the following systems:

Chapel Woods

Residential:

All: \$53.00 / month

Availability: This rate is available to sewer Customers located at the following systems:

Shiloh Falls

Residential:

All: \$33.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: \$73.50 / month

Availability: This rate is available to sewer Customers located at the following systems:

Lakeside Estates (DSH)

Residential:

All: \$73.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: \$73.00 / month

Non-Recurring Charges:

Service Connection/Tap Fee Charge:

Aqua	\$1,425
Cartwright	\$10,000
Shiloh Falls	\$850
Lakeside Estates (DSH)	\$3,750

Disconnection Charge: \$35.00

Reconnection Charge: \$35.00

Returned Check Charge: \$16.00

Late Payment Charge: 5%

Rate Case Expense Surcharge (Per Connection) \$2.79
(\$250K to be collected over 3 years)

Rate Mitigation Surcharge (Per ERU) \$1.81
(\$50,032 to be collected over 12 months)

*Equivalent Residential Units (“ERU’s”) have been assigned to each Commercial Customer utilizing typical wastewater flow rates derived from the Tennessee Department of Environment and Conversation “Plans Review and Approval of Sewage Works Construction Plans and Documents”.

Limestone Water UOC

Water & Wastewater Service Tariff

Rules and Regulations

RULES AND REGULATIONS

A. Statement of Purpose

The general purpose of these rules and regulations are to establish procedures for furnishing water, sewerage and sewage treatment services on a uniform basis to Customers within the service area boundaries of Limestone Water Utility Operating Company.

B. Rates, Rules and Regulations Governing Rendering of Service

1. A copy of all Rates, Rules, Regulations and Conditions of Service is on file with the Commission and may be inspected by the public by contacting the Company.
2. All Services furnished by the Company shall be subject to these Rates, Rules, Regulations and Conditions of Service, and are made a part of all applications or contracts (both oral and written) for service. They are subject to revision, change, modification or cancellation by the Company, subject to the approval of the Commission, or by the Commission through utility industry orders and rules. The failure of the Company to enforce any of the terms of these Rates, Rules, Regulations and Conditions of Service shall not diminish or sacrifice its right to do so.
3. Upon request by an Applicant or Customer, the Company shall supply without charge, a copy of applicable rate schedules.

C. Definition of Terms

1. Applicant – An Applicant is any person, firm, corporation, or government entity making an application for service and may include developers.
2. Collection Sewer – A pipeline, including force pipelines, gravity sewers, interceptors, trunk sewers, manholes, and necessary appurtenances, including service tees, wyes, and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's Lateral Sewer to the point of disposal. A "Pressure Collection Sewer" is a Collection Sewer, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connecting to the Collection Sewer.

3. Commercial Service – The words Commercial Service shall mean the provision of service to a Customer whose primary use is for other than the Customer's personal dwelling.
4. Commission - The word Commission shall mean the Tennessee Public Utility Commission.
5. Company - The word Company shall mean Limestone Water Utility Operating Company.
6. Company Service Pipe – The portion of the water Service Pipe extending from the Distribution Main to and including the Curb Cock, or the outlet connection of the Meter, installed and maintained at the cost and expense of the Company.
7. Curb Cock – A valve on the Company Service Pipe, located at or near the Customer's property line, and used to shut off water service to the Premises. The Curb Cock is owned and maintained by the Company.
8. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished water and/or sewerage services by the Company.
9. Customer Service Pipe – The portion of water service pipe from the inlet to the Meter if applicable, or to the Curb Cock if no meter is in place, to the Customer's Premises, installed and maintained at the cost and expense of the Customer.
10. Discontinuance of Service – Disconnection or termination of service not at Customer request.
11. Distribution Main – The Distribution Main means water pipe owned, operated, or maintained by the Company and used for the purpose of distribution of water and to which the Company Service Pipe is connected.
12. Engineer - The word Engineer shall mean the consulting engineer of Limestone Water.

13. Grinder Pump – The individual Grinder Pump installed at each applicable Customer’s Premises that receives and pumps sewage from the Customer through the remainder of the Customer’s Lateral Sewer to the Company’s Collection Sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring. The Grinder Pump and all attendant components are installed and maintained at the cost and expense of the Customer. Additionally, the Customer is responsible for all costs of maintaining the pump sump including the pumping of any accumulated sludge.
14. Lateral Sewer – The words Lateral Sewer shall mean the piping extending from the Collection Sewers to the Customer’s Premises (for Customers with gravity only sewer connections) and shall include the Service Box (for Customers with Grinder Pumps), installed and maintained at the cost and expense of the Customer.
15. Main - The word “Main” shall mean a water pipe, owned, operated and maintained by a utility, which is used for the purpose of transmission or distribution of water but is not a water service pipe.
16. Meter - The word “Meter” shall mean any device for measuring the quantity of water used as a basis for determining charges for water service to a Customer.
17. Premise - The word “Premises” as used herein shall be restricted to the following:
1. A building under one roof owned or leased by one Customer and occupied as one (1) residence or one (1) place of business; or
 2. A combination of buildings owned or leased by one (1) Customer, on one (1) common enclosure occupied by one (1) family as a residence or one (1) corporation or firm as a place of business;
 3. Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one (1) family as a residence or one (1) firm as a place of business; or
 4. A building owned or leased by one (1) Customer and having a number of apartments, offices, or lofts which are rented to tenants using in common one (1) hall and one (1) or more means of entrances; or
 5. A building two (2) or more stories high under one (1) roof owned or leased by one (1) Customer and having an individual entrance for the

ground floor occupants and one for the occupants of the upper floors;
or

6. A combination of buildings, such as a garden-type apartment, owned by one (1) Customer, on one (1) common enclosure, none of the individual buildings of which is adapted to separate ownership; or
7. A public building, or
8. A single plot, used as a park or recreational area

18. 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.

19. Service Box – For Customers with Grinder Pumps, a below ground valve assembly installed at each individual Customer's property that connects to the Customer's lateral sewer and where the Customer's Service line is connected. The Service Box is owned and maintained by the Customer.

20. Termination of Service – Disconnection or termination of service at Customer request.

D. Access to Property:

1. Company shall have access at all reasonable hours to meters, service connections, and other property owned by it which may be located on Customer's Premises for purposes of installation, maintenance, operation, or removal of its property at the time service is to be terminated. Any employee of the Company whose duties require him to enter the Customer's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee of the Company, or carry on his person a badge or other identification which will identify him/her as an employee or agent of the Company, the same to be shown by him/her upon request.

E. Commencement of Service

1. General

1. A prospective Customer shall not connect or reconnect service, nor employ any person to do so, without authorization by the Company.

2. The Company shall not be under any duty to permit connection or to supply water or sewer service to any Customer whose Premises does not abut on a Distribution Main or Collection Sewer.
 - i. Any Distribution Mains and/or Collection Sewers required to service such abutting properties shall be constructed at the cost of the Applicant, and these sewers shall become the property of the Company to be credited to the account for contribution in aid of construction. If the said Applicant does not wish to construct his own Distribution Mains and/or Collection Sewers, the Company may construct them and charge the Applicant the total project costs for the same. The Applicant shall obtain at its expense the easements required by the Company for any Distribution Mains and/or Collection Sewers. Plans for any Distribution Main and/or Collection Sewer extensions shall be reviewed and approved by the Engineer prior to construction.
3. Requests by Governmental Units for public fire protection service will be governed by these rules and shall only be permitted to the extent that Distribution Mains and water storage facilities are of adequate size to accommodate fire protection service.
4. All Applicants must make application to the Company in a manner prescribed by the Company, setting forth all purposes for which service will be used.
5. Applications for service, when accepted by the Company, shall cover only the Premises and uses applied for.
6. The Customer, in accepting conditions for service, is responsible for all service furnished until the Customer notifies the Company to terminate the service for its account or until the Company has accepted a new service application for the Premises.
7. Any change in the identity of a Customer will require new application, and the Company may, after notice, discontinue service until such new application has been made and accepted.

2. Installation and Maintenance of service lines

1. Water

- i. Where Company Distribution Mains are or may be installed, the Company will install the Company Service Pipe provided the Company Service Pipe is required for general water service to Premises abutting such mains.

- ii. Company Service Pipes for construction or temporary service shall be installed and removed at the Customer's expense.
- iii. A Customer Service Pipe shall not extend from one dwelling, building, structure or parcel of real estate to another dwelling, building, structure or parcel of real estate across a public street or across a property line unless the property line crossed is located within a building complex.
- iv. The Company will make all connections to its Distribution Mains and will specify the size, kind, quality and location of all materials used in the Company Service Line.
- v. The Company Service Pipe shall be furnished, installed and maintained only by the Company and shall remain under its sole ownership, control and jurisdiction.
- vi. Service Pipes for Private Fire Protection Service from the Distribution Main to the curb or property line shall be permitted at the sole discretion of the Company and shall consider the size of Distribution Mains and the adequacy of water storage equipment. Private Fire Protection Service shall be requested by contacting the Company.
- vii. The Customer's Service Pipe shall be installed and maintained by the Customer, free from leaks and other defects, at their own expense and risk, and for failure to do so, water service may be discontinued. The Customer's Service Pipe shall be installed in accordance with applicable governmental regulations and Company specifications below the frost line on firm and continuous earth to give unyielding and permanent support.
- viii. For new Customer Service Lines, the Customer shall install their Customer Service Line to the Meter, Curb Cock or property line at a point approved by the Company, after which the Company will install the Company Service Line from the Distribution Main to the Customer's Service Line.
- ix. Where the Company's Service Line is already installed to the Meter, Curb Cock, or property line, the Customer shall connect with the Company Service Pipe as installed.
- x. The Customer shall make all changes in the Customer's Service Pipe required on account of changes of grade or other causes.
- xi. No fixture shall be attached to, or any branch made in, the Company Service Pipe between the Meter and the Distribution Main, other than by authorized employees of the Company.

- xii. There shall be no more than one Customer Service Pipe supplying a single Premise, unless otherwise approved by the Company.
- xiii. If a Customer, occupant, owner, or any of their agents should damage Company property, repairs shall be made only by the Company, but at the Customer's expense.
- xiv. The Customer shall install and properly maintain on their Customer Service Line a shutoff valve approved by the Company. It shall be in an accessible location, protected from freezing and adequate to shut off and drain all plumbing. Further, where a Customer's Service Line is branched or arranged to supply more than one building, additional valves shall be installed in such manner that service to one of the buildings may be shut off without shutting off service to other buildings. A drawing showing the layout of branched Customer Service Lines and shutoff valves may be required to be submitted and approved by the Company prior to installation of the Customer Service Lines and shutoff valves.
- xv. A Customer Service Line which is irregularly located because there was not a Distribution Main abutting the Premises at the time the Customer Service Line was installed, shall be required at the Customer's expense, to be relocated and connected to the Distribution Main abutting the Premises when replacement becomes necessary.

2. Sewer

i. Grinder Pumps

- I. All applicable Customers must have an approved Grinder Pump and collection system which meets the specifications as established by the Company.

ii. Special Pretreatment Sewage Requirements

- I. For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any nonresidential user to provide special treatment for any high strength effluent before discharge into its sewerage system. In the event that the Customer or Applicant proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require the Customer or Applicant to install a pretreatment facility,

grease trap or other device on the Premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer or Applicant, and subject to the approval and inspection of the Company. 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.

F. Meters

1. The Company shall have the right to place a Meter on any service pipe and charge for water service by Meter measurement if necessary.
2. All Meters, except fire Service line Meters, shall be furnished, installed, maintained, tested, repaired, removed and replaced only by the Company and shall remain its property. In case of damage to any Meter by reason of any act, neglect or omission on the part of the Customer (such damages occasioned by fire, hot water, accident or misuse), the Customer shall reimburse the Company for the cost of repairing or replacing the Meter.
3. The Company reserves the right to determine the kind, size and type of Meter that shall be placed on any service pipe.
4. Meters may be located either in an outdoor Meter box or vault, or inside the Customer's Premises, at the option of the Company.
5. If the Meter is to be installed inside, it shall be located as near as possible to the point where the service pipe enters the building in a clean, dry, safe place not subject to wide temperature variations so that the Meter may easily be examined, read or removed. The Customer shall, at their expense, provide suitable pipe connections and shut-off valves, one each at the inlet and outlet sides of the Meter, and other appropriate fittings designed by the Company.
6. If the Meter is to be installed in a Meter box or vault, it shall be located in a convenient and readily accessible location at or near the street right-of-way line. Meter boxes or vaults for settings for single Meters shall be furnished, installed and maintained by the Company. The Company shall at its expense, provide suitable pipe connection and shutoff valves, and such other fittings as may be designated by the Company. Upon a request by the Customer before the original installation is made, the Meter box or vault will be located at the point requested, if feasible under proper utility standards. The Meter box or vault may be constructed to protect the Meter from freezing and damage by

- vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water.
7. Separate Premises shall be separately metered and billed, and only one Premise shall be supplied through one Meter.
 8. The Company reserves the right to put seals and locks on all Meters or Meter couplings.
 9. No Customer shall remove or cause or permit the removal of a Meter by their agents once it has been installed by the Company, and any change in location of the Meter desired by the Customer shall first be approved by the Company in writing, but in any situation shall be made by the Company at the Customer's expense. Violation of this tariff provision may result in the Customer being charged a Meter tampering penalty fee in accordance with the tariff.
 10. If a Customer requests an additional self-serving Meter or Meters for their Premises (i.e. lawn sprinkling or swimming pool), the Company will make the requested installation at the expense of the Customer and billing will occur as provided in Rule E.
 11. The Company may at any time, remove the Meter for routine tests, repair, or replacement.
 12. Meters may register in either U.S. gallons or cubic feet. Meter readings in units or hundred cubic feet may be converted to units of hundred gallons for billing purposes if the existing schedule of charges is stated in gallon units. The factor used for making a conversion is one cubic foot as being equivalent to seven and forty-eight hundredths (7.48) U.S. gallons.
 13. Every water Meter shall be tested as required by these rules prior to its installation either by the manufacturer, the Company, or any approved organization equipped for Meter testing. Meters with oil-enclosed gear trains should be stored in an inverted position, and, unless so stored, shall be tested immediately before installation. All water Meters removed from service for repair or testing in accordance with these rules shall be restored to the prescribed limits of accuracy by these rules before again being placed in service.
 14. The Company shall maintain records of the following data, where applicable, for each Meter and/or associated metering device until retirement: (a) the complete identification – manufacturer, number, and type; and (b) the dates of installation and removal from service, together with the location.
 15. All Meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for

the type of service which they measure and shall be accurate to the following standards.

16. For determination of minimum test flow and normal test flow limits, the Commission will use as a guide the appropriate standard specifications of the American Water Works Association for the various types of Meters.
17. Displacement Meters shall be tested at each of the rates of flow stated above for the various size Meters. A Meter shall not be placed in service if it registers less than ninety-five percent (95%) of water passed through it at the minimum flow or over-registers or under-registers more than two percent (2%) at the intermediate or maximum limit, except that a repairs Meter shall not over-register or under-register more than two percent (2%) of the intermediate and maximum flow and shall register not less than the following appropriate percentage of the water passed through it at the minimum test flow: If manufactured on or after January 1, 1947 – ninety percent (90%). If manufactured prior to January 1, 1947 – eighty-five percent (85%).

G. Multiple Meter Settings

1. When more than one Meter setting is installed at a Customer's Premises because of conditions warranted and determined by the Customer, each Meter setting shall be treated separately as if it belonged to a separate Customer, and the registrations of such Meters will not be combined.
2. When more than one Meter setting is installed on a Customer's Premises because of conditions warranted and determined by the Company, the registration of all such Meters shall be combined and the minimum charge shall be the sum of the individual minimum charges for all such Meters.

H. Meter Testing

1. Company shall adopt schedules for periodic and routine tests and repairs of its Meters. The Company will make a test of the accuracy of registration of a Meter upon written request by a Customer. The Customer will be required to bear the full cost of any subsequent test of their Meter if requested at less than eighteen (18) months after the preceding test, and accuracy of the Meter is found to be in compliance with rules of the Commission. The results of such tests will be reported to the Customer in writing within ten (10) days after the test is complete or the Customer shall be given the opportunity of being present at such requested tests.
2. Measuring devices for test of Meter may consist of a calibrated tank for volumetric measurement or tank mounted upon scales for weight measurement. If a volumetric standard is used, it shall be accompanied by a

- certificate of accuracy from any standard laboratory as may be approved by the Commission. If a weight standard is used, the scales shall be tested and calibrated periodically by such approved laboratory and a record maintained of the results of the test.
3. When basic standards are used for Meter tests, they shall be of a capacity sufficient to ensure accurate determination of accuracy and shall be subject to the approval of the Commission.
 4. By special permission of the Commission, a standard meter may be provided and used by the Company for the purpose of testing Meters in place. This standard Meter shall be tested and calibrated periodically to ensure its accuracy within the limits required by these rules and regulations. In any event, such test shall be made at least once every sixty (60) days while the standard Meter is in use and a record of such tests shall be kept by the utility.
 5. All Meters tested in accordance with these rules for periodic or complaint tests shall be tested in the condition as found in the Customer's service prior to any alteration or adjustment in order to determine the average Meter error. Tests shall be made at the intermediate and maximum rates of flow and the meter error shall be the algebraic average of the errors of the two (2) tests.
 6. Upon completion of adjustment and test of any water Meter under the provisions of these rules, the Company shall affix thereto a suitable seal in such a manner that adjustment or registration of the Meter cannot be changed without breaking the seal.
 7. Company shall maintain records of at least the last two (2) tests made of any Meter. The record of the Meter test made at the time of the Meter's retirement shall be maintained for a minimum of six (6) months. Test records shall include: (a) the date and reason for the test; (b) the reading of the Meter before making any test; (c) the accuracy "as found" at each rate of flow; (d) the accuracy "as left" of each rate of flow; and (e) in the event test of the Meter is made by using a standard Meter, the Company shall retain all data taken at the time of the test in sufficiently complete form to permit the convenient checking of the test methods and the calculations.

I. Billing:

1. The bill form used shall show: (a) the name of the Company; (b) the reading of the Meter at the beginning and at the end of the period for which the bill is rendered; (c) the dates on which the Meter was read at the beginning and end of the billing period; (d) the number and kind of units metered; (e) the gross and/or net amount of the bill; (f) the date by which the Customer must pay the bill in order to avoid any penalty; (g) a distinct marking to identify an estimated

bill; (h) any conversions from meter reading units to billing units; and (i) the main office address.

J. Terms and Conditions of Billing And Payment

1. At a metered Premise, water sold shall be based on Meter measurement. Meters shall be scheduled to be read at not greater than quarterly intervals. The Company shall have the option to issue interim estimated monthly bills to Customers whose Meters are read bi-monthly. Estimated bills shall not be less than a minimum bill as prescribed in the Company's current tariffs.
2. At an unmetered Premise, water sold shall be a flat charge as stated in the Schedule of Rates and Charges.
3. Private Fire Protection Service charges shall be payable quarterly in advance.
4. Special charges shall be payable on demand.
5. All bills for service are due on or before the due date printed on the bills and considered delinquent if not paid by such date. The due date will be at least twelve (12) days after the postmarked date of the bill, if mailed, or the date of delivery if delivered by other means.
6. Customers are responsible for providing the Company with their correct addresses. Failure to receive bills will not release Customer from payment obligations.
7. The use of water by the same Customer at different Premises or localities will not be combined for billing.
8. Company may not send a customer two successive estimated bills, except due to extenuating circumstances. The Company may estimate the bill of any Customer for good cause including, but not limited to: request of Customer; inclement weather; labor or union disputes; inaccessibility of a Customer's Meter; other circumstances beyond the control of the Company or its agents and employees; and, a billing period with a varying Meter reading schedule; or the Company may render an estimated bill when a Meter is found to be not registering. In such cases, the Company shall estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of nonregistration or for corresponding period in previous years, adjusting for any changes in the Customer's usage.
9. The Company may include charges for special services with charges for water service on the same bill if such charges are identified.

K. Disputed Bills

1. When a Customer disputes a bill, the Company will not terminate service for nonpayment so long as the Customer: (i) pays the undisputed portion of the

- bill, (ii) pays all future bills by the due date, and (iii) enters into bona fide discussions with the Company to settle the dispute.
2. In instances where the Customer and Company cannot agree as to what portion of a bill is undisputed, it shall be sufficient that the Customer pay an amount equal to their average bill for the twelve (12) months immediately preceding the disputed bill. In those cases where the Customer shall pay an amount equal to 1/12 of the estimated annual cost of service.
 3. If the Company and the Customer arrive at a mutually satisfactory settlement of a disputed bill, the Company may enter into a settlement agreement providing for payment of the outstanding balance in installments over a reasonable period of time. Such an agreement shall be limited to the bill in dispute or the delinquent account.
 4. A settlement agreement may be in writing and signed by the Customer or their representative and an authorized representative of the Company. A settlement reached by telephone may be confirmed by the Company in writing and mailed to the Customer, with instructions to sign a confirming copy and return it to the Company.
 5. The Company shall not be required to enter into concurrent settlement agreements relating to the same service account.
 6. The Company shall not be required to enter into a subsequent agreement with a Customer who defaults upon the terms and conditions of a previous agreement entered into within the previous twelve (12) months.
 7. If the Customer fails to comply with the terms and conditions of a settlement agreement, the Company may discontinue service without further notice to the Customer.
 8. If agreement cannot be reached on settlement of the dispute, the Customer may register their dispute with the Commission.

L. Adjustments to Bills

1. Service bills which are incorrect due to Meter or billing errors shall be adjusted in accordance with Commission Rules and to the known date of error or one (1) year, whichever is shorter.
2. Whenever a Meter in set service is tested and found to have over registered more than two percent (2%), the Company shall adjust the Customer's bill for the excess amount paid. If the time at which the error first developed or occurred can be definitely determined, the estimated amount of over-charge is to be based thereon.
3. Adjustment for leaks may be given as determined by the Company.

M. Denying or Discontinuing Service

1. The Company may refuse new wastewater service unless a Customer agrees in writing to a “Subscription Service Contract” that would allow either:
 - i. The Company to install and have exclusive right to use a cutoff valve in the water line between the water Meter and the Premises (or in Customer’s water line where no Meter exists) in accordance with both the rules and regulations of the Company, as found in the tariff approved by the Commission, and this rule; or
 - ii. The Company to execute an agreement with a water provider to terminate water services. If the water service is discontinued based on an agreement between a water service provider and the Company, this agreement shall be submitted and on file with the Commission prior to any termination of water service in accordance with its provisions so that each Customer is treated in a just and reasonable manner.
2. Discontinuance Upon Customer’s Request
 1. The Customer shall notify the Company at least three (3) days in advance of the desired termination day and shall remain responsible for payment of all service until service is terminated pursuant to such request. The Company shall terminate service within three (3) working days of the requested termination date. The Customer shall not be liable for any service rendered to such address or location after the expiration of these three (3) days.
3. Termination Without Customer’s Request
 1. The Company may deny or disconnect service without request by the Customer and without prior notice only:
 - i. If a condition dangerous or hazardous to life, physical safety or property exists; or
 - ii. Upon order by any court, the Commission or other duly authorized public authority; or
 - iii. If fraudulent or unauthorized use is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such use; or
 - iv. If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to

- believe that the affected Customer is responsible for such tampering; or
- v. If a Customer violates the terms of a settlement agreement described in Rule K, Disputed Bills; or
 - vi. Where the Customer's water service line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customers of the Company's facilities; or
 - vii. For violation of any of these Rules and Regulations on file with and approved by the Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the Company's delivery system.
2. The Company may discontinue Private Fire Protection Service immediately after written notice to such Customer and the appropriate Fire Department for leakage within such Private Fire Protection Service system and until such leaks are repaired.
3. In all other instances, the Company, upon providing the Customer with seven (7) days prior written notice may disconnect service for any of the following reasons:
- i. The Customer fails to repair any leak in the Customer Service Pipe or other plumbing fixtures.
 - ii. The Customer vacates the Premises or fails to pay their bills or other charges related to their service installations or facilities in accordance with these rules and the Company's rate schedules, or otherwise violates any of these rules.
 - iii. Nonpayment of a service bill based on estimated consumption after the estimated Meter reading has been verified.
 - iv. The Customer fails to provide free and non-hazardous access to the Premises and Meter so that the Company's representatives may make Meter readings and necessary inspections and maintain, replace or remove the Meter, or fails to maintain Customer-owned meter settings. including pits and vaults.
 - v. The Customer installs a new service pipe and other fixtures or alters or removes an existing service pipe or other fixtures. including the Meter, without the Company's consent.
 - vi. The Customer fails to remedy a condition or use on their Premises which, in the Company's engineering judgment, endangers the Company's distribution system.

- vii. Misrepresentation of identity of Applicant for the purpose of obtaining water service.
 - viii. A Customer selling or providing service to other Premises not specifically included in the accepted application.
 - ix. Where two or more Premises are supplied through a single Service Pipe, any violation of the Rates, Rules, Regulations and Conditions of Service of the Company shall be deemed a violation as to all, and the Company may enforce compliance with these rules and regulations by discontinuing service. Such action, however, will not be taken until the Customer not in violation has been given reasonable notice to acquire a separate Company Service Pipe.
 - x. The Customer fails to pay for any sewer service charges and discontinuance of water service is duly authorized by the appropriate governmental unit.
 - xi. A Customer occupies a Premises already receiving water service without making application and fails to pay for water service used prior to the Company accepting such Customer's application.
4. When a prospective Customer is refused service, or an existing Customer has service disconnected under the specific provisions included in the Company's tariff approved by the Commission, the Company shall notify the Customer or prospective Customer promptly of the reason for refusal. The notification shall include an explanation of the Commission's dispute resolution process found in Rule 1220-01-03. A copy of such notification or other documentation shall be sent within five (5) business days to the local county health department and the Commission. If service is disconnected using a water shut-off valve, the utility is not required to notify the county health department.
5. Prohibited Disconnection
- 1. Except as otherwise provided in subsection M-1 and M-2, the Company shall postpone disconnection of Residential Service for thirty (30) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Company a medical statement from a licensed physician or public health official stating that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Customer.
 - 2. The Company may not disconnect service to the Customer:

- i. Due to nonpayment for service by a previous occupant of the Premises to be served.
 - ii. Upon failure to pay for goods or services not approved by the Commission.
 - iii. Upon failure to pay for concurrent service received at a separate Premises. However, if Service is discontinued or terminated at the separate Premises, any unpaid balance may be transferred to the other account on the next regular billing.
 - iv. Upon failure to pay for a different class of service received at the same or different locations: or
 - v. Upon failure to pay for service provided in the name of another Customer.
 3. If a Customer proceeds with a complaint before the Commission pursuant to Commission Rules and complies with Rule K Disputed Bills.
6. Notice and procedure for Involuntary Disconnection
 1. Except as otherwise provided in Section M-2, service to any Customer shall not be disconnected for a violation of any rule or regulation of the Company or for the nonpayment of a bill, except after seven (7) days prior written notice to such Customer.
 2. The Company may discontinue service to a Customer on the date specified in the notice of discontinuation. or within a reasonable time thereafter, only between the hours of 8:00 a.m. and 4:00 p.m.
 3. Service shall not be discontinued on a day, or a day immediately preceding a day, when the services of the Company are not available to the general public for the purpose of reconnecting discontinued water service.

N. Reconnection of Service After Discontinuance

1. When service has been discontinued because of violations of the Rates, Rules, Regulations and Conditions of Water Service or because of nonpayment, a reconnection charge will be made as set forth in the schedule of the rates and charges of the Company.
2. The Company will reconnect service within the one (1) working day after it is requested provided:
 1. The conditions, circumstances or practices which caused the disconnection have been corrected;
 2. Satisfactory settlement of all delinquent charges owed the Company by the Customer authorized by these rules has been made; and

3. A responsible person is present in the Premises to see that all water outlets are closed to prevent damage from escaping water.
3. No Customer whose service has been discontinued by the Company shall re-establish service or cause service to be re-established except by the Company.

O. Modifications of Facilities at Customers Expense

1. If a Customer requests for their convenience, or by their actions requires, that the Company's facilities be relocated or modified, compatible with water utility construction practices, the Company will require reimbursement for the full cost of performing such service.
2. Where such changes become necessary due to altered or additional use on the Customer's part, such as the causing of pressure fluctuations which affect service to other Customers or damage to the Company's system, the Customer shall bear the cost of such changes in the facilities in question.

P. Requirements for Valves and Other Devices

1. Check valves, relief valves, flush valves and vacuum breakers required or recommended by this rule must be installed and maintained by, and at the cost and expense of the Customer.
2. Check and relief valves will be required for Customers having boilers, hot water heaters (heating systems) connected directly or indirectly with the Distribution Mains of the Company. The check valve must be in the supply pipe to any heating system and a relief valve between the check valve and heating system.
3. As a precaution against collapse of boilers, a vacuum valve should be installed in the steam line in case the water supply is interrupted.
4. The Company is not responsible for accidents or damages resulting from imperfect action or failure of check, relief or vacuum valves or failure of the Customer to provide necessary safety devices.
5. Any Customer desiring or requiring a pressure reducing device for water service to their Premises shall install and maintain such device at their cost and expense.

Q. Plumbing Regulation and Work

1. All plumbing work shall be done in accordance with the plumbing code of the Governmental Unit or units applicable in the Company's service area and/or regulations adopted by any duly constituted board or commission having Jurisdiction.

2. All plumbing work connected to the Company Distribution Mains shall be submitted for Company inspection before being covered.
3. If the Company determines plumbing work to be defective, though not necessarily in direct violation of these rules and regulations, the Company may insist it be corrected before water service is initiated.
4. Except where the plumbing is a simple extension or additional fixture on a service in use, the plumber shall turn off the water after completion testing.
5. No plumber, or any other person, shall initiate water service without permission from the Company.
6. No plumber, or any other person, shall connect to the Company Distribution Main or to any service pipe or extend pipe to any Premises for the purpose of securing a supply of water until application has been made and accepted by the Company as provided in these Rates, Rules, Regulations and Conditions of Water Service.

R. Cross Connections

1. A cross-connection is any physical connection whereby the Company's public water supply is connected with any other water supply, whether public or private, either inside or outside of any building or buildings, in such manner that a flow of water into the Company's public water supply is possible either through the manipulation of valves or because of ineffective check or back-pressure valves, or because of any other arrangement.
2. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur, are considered to be cross-connections.
3. No cross-connection will be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided. An acceptable form of protection is one which meets the approval of the Tennessee Department of Health, or any successor agency or organization, and the local regulating health agency. The required protective device or system shall be provided and installed by the Customer and maintained by him in good working condition at their own cost and expense and shall be subject to the inspection, Testing, and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company.
4. Any cross-connection in violation of this rule shall immediately be removed or corrected in a manner acceptable to the Tennessee Department of Health, or any successor agency or organization and the local regulation health

authority, and the Company. Failure to do so may result in discontinuance of water service without notice.

5. The Customer Service Pipe and all connections and fixtures attached on a Customer's Private Fire Protection Service system shall be subject to the inspection of the Company to determine compliance with its cross-connection rule before water will be turned on, and all Premises receiving a supply of water and all Service Pipes, Meters and fixtures, including any and all fixtures within the Premises, shall at all reasonable hours be subject to inspection by any duly authorized employee(s) of the Company.

S. Extension Plan

1. Water

1. This rule shall govern the extension of mains by the Company within its certified area where there are no water mains.
2. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. This estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), jack and bore, and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.
3. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company the amount determined in subsection 2 above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained and as specified in the Schedule of Service Charges. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains of twelve (12") or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company.
4. If a developer contracts with the Company for a main extension and agrees to pay the full cost of the extension, including all labor, materials, and other associated costs, the developer will not be entitled to any refunds. These main extensions will remain the property

of the Company, and the developer will have no claim to refunds for future connections or extensions.

5. The cost to single-family residential applicant(s) connecting to a main extension for which other applicant(s) paid an amount determined in subsection 2, above, subject to subsequent adjustment for actual cost, shall be as follows:
 - i. For single-family residential applicant(s) applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.
 - ii. For single-family residential applicant(s) applying for service in areas that are unplatted in subdivision lots, an applicant(s) cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times one hundred (100) feet.
 - iii. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for single-family residence in subsection 5(i) and 5(ii) above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

Meter Size	Flow Factor
5/8"	1.0
3/4"	1.0
1"	1.25
2"	2.9
4"	14.0

6. Refunds of funds paid by applicant(s) outside of developers for any estimated costs or actual costs of a main extension shall be made to such applicant(s) as follows:

- i. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.
 - ii. During the first five (5) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with subsection 5 above. The refund will be paid within a reasonable time after the money is collected.
 - iii. The sum of all refunds to any applicant shall not exceed the total amount which the applicant(s) has paid.
7. Extensions made under this rule shall be and remain the property of the Company.
8. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new Customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such Customers.
9. Extensions made under this rule shall be of Company-approved pipe sized to meet water service requirements. If the Company chooses to size the extension larger in order to meet the Company's overall system requirements, the additional cost caused by the larger size of pipe shall be borne by the Company.

No interest will be paid by the Company on payments for the extension made by the applicant(s).

10. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the Company without cost to the Company, before the extension will be made.

2. Sewer

1. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost, if service is requested by the

applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the Company. The applicant may choose to have the Company perform all work under the terms and conditions of this tariff or have a private contractor perform the work under the terms and conditions this tariff. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.

2. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company. If the Company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the Company.
3. The Company will extend collecting sewers for the applicant under the following terms and conditions:
 - i. Upon receipt of written application for service, the Company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, jack and bore and the direct costs associated with supervision, engineering, permits, and bookkeeping.
 - ii. The applicant shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution-in-aid-of-construction equal to the amount determined above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.
 - iii. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.

4. When the applicant elects to construct an extension, the Company will connect said extension to its existing collecting sewers under the following terms and conditions:
 - i. Applicant shall enter into a contract with the Company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company the estimated reasonable cost of the Company's inspection.
 - ii. The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
 - iii. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.
 - iv. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in subsection 4(i).
5. If a developer contracts with the Company to install the sewer extension and agrees to pay the full cost of the extension, including all labor, materials, and associated costs, the developer will not be entitled to any refunds. These sewer extensions will remain the property of the Company, and the developer will have no claim to refunds for future connections or extensions.
6. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:

- i. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.
 - ii. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
 - iii. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in subsection 4(i) or 4(ii), as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.
7. Refunds of contributions shall be made to the original applicant as follows:
- i. Should the actual cost of an extension constructed by the Company actual costs for inspection by the Company be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.
 - ii. During the first five (5) years after the extension is completed, the Company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with subsection 4 above.
 - iii. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.
 - iv. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the

percentage of the actual extension cost contributed by each entity.

8. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
9. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

T. Interruptions In or Curtailment Of Water Supply

1. The Company reserves the right at any time to shut off the water in the Distribution Mains in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business or utility reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for public fire service or other emergencies whenever the public welfare may so require.
2. When, in the judgment of the Company, sufficient supplies of water are not available to meet existing and anticipated demands or to preserve and replenish water storage in amounts sufficient to provide fire protection, the Company shall have the right to restrict, limit, curtail or interrupt water service to any Customer or Customers. The Company shall not be liable for any damage by reason of any such restriction, limitation, curtailment or interruption.
3. During any period of Company imposed restricting or curtailing water service, the Company shall not supply new service or additional service to any Customer, except for residential Premises occupied for which application for service has previously been made.
4. When feasible, prior to the application of this rule, the Company shall use its best efforts to inform the public of the emergency nature of its water supply situation and request voluntary curtailment of water usage by all Customers.
5. The Company shall endeavor to maintain a supply of water to provide for the sanitary and health requirements of its residential and human needs Customers (hospitals, medical centers, nursing homes, and apartments) and its fire protection service. The Company shall first order curtailment of usage by all Customers for sprinkling, decorative fountains, swimming pools and other similar nonessential usage. Thereafter, the Company shall curtail or

limit on a pro rata basis water usage to all Customers whose average daily volume of water purchased during the preceding calendar year exceeded 100,000 gallons for any billing month during such period; provided, the Company reserves the right to order temporary, limitation or interruption of water usage for any Customer without regard to any Priority of Service when in its judgment such temporary, limitation or interruption is necessary to forestall injury to life or property. If any Customer fails to comply with any mandatory restriction, limitation or interruption of Service imposed under this paragraph (d), the Company may discontinue service to such Customer.

6. Company notice to Customers may be given by written notice or it may be given orally by any authorized agent of the Company. The notice shall be considered given when actually communicated in the case of oral notice or deposited in the United States Mail, if written.
- U. Interruptions in Wastewater Service: Where Company finds that through no fault of the Customer the Customer's wastewater service is interrupted and remains out of service in excess of twenty-four (24) hours after the Customer has notified the Company of the interruption, the Company shall refund to that Customer the pro-rata portion of the month's charges for the period of days during which the service was not provided. The Company may refund the amount owed as a credit toward the Customer's subsequent bill for service.
- V. Responsibility of Company
 1. Under normal conditions of use of water, the pressure at a Customer's service connection shall be not less than twenty-five (25) psig. Pressure outside the limits specified will not be considered a violation when the variations: (a) arise from the action of the elements; (b) are infrequent fluctuations not exceeding five (5) minutes' duration; (c) arise from service interruptions; and (d) are from causes beyond the control of the utility.
 2. The Company will undertake to use reasonable care and diligence to prevent and avoid interruptions and fluctuations in water service and to maintain reasonable pressure on the distribution system, but it cannot and does not guarantee to furnish at all times any given quantity for fire or general purposes or that interruptions or fluctuations in service will not occur. In the event there occurs any excess or deficiency in the pressure, volume or supply of water for any cause whatsoever, other than willful default or neglect on the part of the Company, the Company shall not in any way or under any circumstances be held liable or responsible to any person, firm, corporation or Governmental unit for any resulting loss or damage.
 3. Unless due to willful default or neglect on the part of the Company, the Company shall not be liable for any damages resulting from the breaking of

mains or service pipes, interruption of the supply of water or cutting off water for necessary repairs or maintenance, or from any other act, omission or event.

4. 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 Commission, 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.
5. The Company shall not be considered an insurer of property or persons. or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees only to furnish and provide such supply of water as shall then be available.

W. Ownership of Property

1. Water

1. Unless otherwise agreed to, all pipe, fittings, equipment, Meters or other fixtures installed at the expense of the Company shall at all times be and remain the property of the Company and may at any time during reasonable hours be inspected by the Company and/or removed by it for repairs or replacements, or upon the Discontinuance of Service.

2. Sewer

1. For Customers with gravity connections, the Customer shall own and maintain all piping within the Premises and exterior piping and service lines.
2. For Customers with Grinder Pumps, the Customer shall own and maintain all piping within the Premises 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

Appendix A – Commercial Sewer Equivalent Residential Unit (ERU) Methodology

A.1 Purpose

This Appendix describes the methodology used to assign Equivalent Residential Units (“ERUs”) for commercial sewer customers and is intended to provide a clear, detailed, and transparent explanation of how ERUs are calculated and applied. This Appendix identifies the sources used in developing ERU assignments and defines customer classifications in straightforward terms so that customers can understand the basis for their classification and associated billing.

A.2 Overview of ERU Methodology

Equivalent Residential Units are assigned to commercial sewer customers to express their relative expected contribution to the sewer system in terms comparable to a residential customer.

ERUs are determined using standardized wastewater design-basis criteria derived from the Tennessee Department of Environment and Conservation’s Design Criteria for Review of Sewage Works Construction Plans and Documents, supplemented where appropriate by comparable state design guidance for facility types not expressly addressed in the Tennessee criteria.

Each residential sewer customer is assigned one (1) ERU, based on a typical residential design-basis flow of 300 gallons per day. Commercial sewer customers are assigned ERUs by converting typical design-basis wastewater flows into residential equivalents as described below.

A.3 ERU Calculation Method

For each commercial sewer customer, ERUs are calculated as follows:

1. The customer’s facility type is identified.
2. The applicable **design-basis unit** (e.g., per employee, per seat, per alley) is determined based on recognized wastewater design criteria.
3. The **typical wastewater flow per design-basis unit** is applied to the customer’s facility characteristics to estimate total typical daily wastewater flow.
4. The resulting typical daily flow is divided by **300 gallons per day** to determine the customer’s ERU assignment.

A.4 Commercial ERU Reference Table

The table below summarizes the design-basis assumptions used to assign ERUs to commercial sewer customers. Each listed facility type represents a customer classification. These classifications are based on typical industry usage characteristics and are intended to clearly describe the basis for ERU assignment for similarly situated customers. Actual ERU assignments reflect the specific characteristics of each facility.

Facility Type	Design Basis	Typical Flow (gallons per unit per day)	ERU Multiplier	Source
Residential		300	1.00	TN Design Criteria
Airport	Passenger	3	0.01	TN Design Criteria
Apartment House	Person	50	0.17	TN Design Criteria
Apartment, Resort	Person	60	0.20	TN Design Criteria
Assembly Hall	Seat	3	0.01	TN Design Criteria
Automobile Service Station	Employee	12	0.04	TN Design Criteria
Bar	Employee	13	0.04	TN Design Criteria
Barber Shop	Chair	50	0.17	NC Design Criteria
Boarding House	Person	40	0.13	TN Design Criteria
Bowling Alley	Alley	200	0.67	TN Design Criteria
Camps:			-	TN Design Criteria
Pioneer Type	Person	25	0.08	TN Design Criteria
Children's	Person	45	0.15	TN Design Criteria
Day, w meals	Person	15	0.05	TN Design Criteria
Day, w/o meals	Person	13	0.04	TN Design Criteria
Luxury, private bath	Person	90	0.30	TN Design Criteria
Trailer Camp	Person	125	0.42	TN Design Criteria
Campground-developed	Person	30	0.10	TN Design Criteria
Church	Seat	3	0.01	NC Design Criteria
Cocktail Lounge	Seat	20	0.07	TN Design Criteria
Coffee Shop	Employee	10	0.03	TN Design Criteria
Country Club	Guests	100	0.33	TN Design Criteria
Department Store	Toilet Room	500	1.67	TN Design Criteria
Dining Hall	Meal Served	7	0.02	TN Design Criteria
Dormitory/Bunkhouse	Person	40	0.13	TN Design Criteria
Fairground	Visitor	2	0.01	TN Design Criteria
Hospital Medical	Bed	165	0.55	TN Design Criteria
Hospital Mental	Bed	100	0.33	TN Design Criteria
Hotel	Guests	50	0.17	TN Design Criteria
Industrial Building	Employee	13	0.04	TN Design Criteria
Laundry	Machine	550	1.83	TN Design Criteria
Office	Employee	13	0.04	TN Design Criteria
Picnic Park	Visitor	2	0.01	TN Design Criteria
Prison	Inmate	120	0.40	TN Design Criteria
Public Lavatory	User	5	0.02	TN Design Criteria
Rest Home	Resident	90	0.30	TN Design Criteria
Restaurant			-	TN Design Criteria
Conventional	Customer	9	0.03	TN Design Criteria
Short Order	Customer	6	0.02	TN Design Criteria

Bar	Customer	3	0.01	TN Design Criteria
School			-	TN Design Criteria
w cafeteria, gym showers	Student	25	0.08	TN Design Criteria
w cafeteria only	Student	15	0.05	TN Design Criteria
w/o all	Student	11	0.04	TN Design Criteria
School Boarding	Student	75	0.25	TN Design Criteria
Shopping Center	Employee	10	0.03	TN Design Criteria
Store, resort	Employee	10	0.03	TN Design Criteria
Swimming Pool	Employee	10	0.03	TN Design Criteria
Theater	Seat	3	0.01	TN Design Criteria
Visitor Center	Visitor	5	0.02	TN Design Criteria
Warehouse	Loading Bay	100	0.33	NC Design Criteria

A.5 ERU Review and Adjustment Process

A commercial sewer customer may request review of its assigned ERU classification by submitting a written request to the Company.

(a) Required Information

The request must include sufficient information to evaluate the customer's facility characteristics, which may include, as applicable:

- Facility type and business use;
- Relevant design-basis units (e.g., employees, seats, customers, fixtures); and
- Any supporting documentation reasonably necessary to verify the information provided.

(b) Company Review Process

The Company will review the submitted information and evaluate whether the assigned ERU reasonably reflects the customer's facility characteristics using the methodology described in this Appendix and the Commission-approved rate design framework. The Company may request additional information as needed to complete its review.

(c) Timing of Resolution

The Company shall resolve each complete ERU review request within forty-five (45) days of receipt of all necessary information.

(d) Application of Changes

Any approved change to a customer's ERU assignment shall be applied on a prospective basis only and shall not result in retroactive billing adjustments.

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

EXHIBIT 18

Estimated Cost of Construction

[CONFIDENTIAL]

EXHIBIT 19

State Operator Certificate

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
WATER AND WASTEWATER OPERATOR CERTIFICATION BOARD

I.D. NO.
2289

EXPIRATION DATE
12/31/2026

THIS IS TO CERTIFY THAT:

Darian K. Dykes

IS IN GOOD STANDING WITH THE BOARD FOR THE CLASSIFICATIONS
LISTED:

WW4, CS2

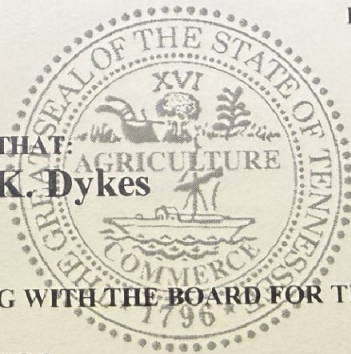


EXHIBIT 20

Contractor's License

State of Tennessee

425870
14691491

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
DISCOVERY BUILDERS TENNESSEE LLC

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

ID NUMBER: 73043
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2027
UNLIMITED, BC



IN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

EXHIBIT 21

SOP Application



STATE OF 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

March 24, 2023

Mr. Josiah Cox, President
Central States Water Resources (CSWR)
e-copy: jcox@cswrgroup.com
1630 Des Peres Rd., Suite 140
Des Peres, MO 63131

Re: State Operating Permit No. SOP-07090
Limestone Water Utility Operating Company, LLC
Hideaway Wastewater Treatment Facility
Thompson Station, Williamson County, Tennessee

Dear Mr. Cox:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed State Operating Permit. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application.

Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment.

Any petition for permit appeal under this subsection (i) shall be filed with the technical secretary of the Water Resources Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

TDEC has activated a new email address to accept appeals electronically. If you wish to file an appeal, you may do so by emailing the appeal and any attachments to TDEC.Appeals@tn.gov. If you

file an appeal electronically, you do not have to send a paper copy. If you have questions about your electronic filing, you can call 615-532-0131. Electronic filing is encouraged, but not required.

If you have questions, please contact the Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. John Newberry at (615) 532-7743 or by E-mail at John.Newberry@tn.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Harris", with a stylized flourish at the end.

Brad Harris, P.E.
Manager, Land-based Systems

Enclosure

cc/ec: Land-based Systems File
Nashville Environmental Field Office
Ms. Mandy Sappington, Compliance Manager, CSWR, msappington@cswrgroup.com
Mr. Cole McCormick, Tennessee Public Utility Commission (TPUC), cole.mccormick@tn.gov

STATE OF 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

Permit No. SOP-07090

PERMIT

For the operation of Wastewater Treatment Facilities

In accordance with the provision of Tennessee Code Annotated section 69-3-108 and Regulations promulgated pursuant thereto:

PERMISSION IS HEREBY GRANTED TO

Limestone Water Utility Operating Company, LLC
Thompson Station, Williamson County, Tennessee

FOR THE OPERATION OF

Individual E-One grinder pump units, screening, deep cell lagoon and storage cell (Sheaffer system), Baswood Trickling Filter/Attached Growth system, clarification, filtration, UV disinfection and expanded drip irrigation field located at latitude 35.815194 and longitude - 86.67697 in Williamson County, Tennessee to serve approximately 375 homes and a clubhouse at the Hideaway Wastewater Treatment Facility . The design capacity of the system is .1175 MGD and will be dispersed on approximately 13.5 acres of suitable soils.

This permit is issued as a result of the application filed on January 24, 2023, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

This permit shall become effective on: April 1, 2023

This permit shall expire on: March 31, 2028

Issuance date: March 24, 2023



for Jennifer Dodd
Director

A. GENERAL REQUIREMENTS

The treatment system shall be monitored by the permittee as specified below:

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l		Once/Month
Ammonia as N	Grab	Report		Once/Week
<i>E. Coli</i>	Grab	941 colonies/100 ml	N/A	Twice/Month
Total Suspended Solids (TSS)	Grab	Report		Once/Month
Nitrite plus Nitrate (as N)	Grab	Report		Once/Week

* Report average daily flow for each calendar month.

Sample at effluent from Sheaffer lagoon and at effluent from Baswood system (after UV).
Sample *E. Coli* at effluent from Baswood system (after UV).

This permit allows the operation of a wastewater collection, treatment, and storage system with disposal of treated wastewater through approved land application areas. There shall be no discharge of wastewater to any surface waters or to any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

The land application component shall be operated and maintained to ensure complete hydraulic infiltration within the soil profile, transmission of the effluent away from the point of application, and full utilization of the soil profile as a portion of the treatment system.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be

immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit.

The permittee must disinfect the wastewater in order to meet the above *E. Coli* limit.

All drip lines shall be buried and maintained 6 to 10 inches below the ground surface.

The site shall be inspected by the certified operator or his/her designee, at a minimum, once per fourteen days (default) OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. The default inspection frequency will apply if an operating and maintenance inspection schedule is not submitted to be a part of the permit administrative file record. The operating and maintenance inspection schedule shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the land application area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

Submission of the schedule, or revisions to the schedule, may be submitted to the division electronically. The schedule shall be submitted on or before the effective date of the permit. The permittee is responsible for maintaining evidence that the schedule, or revisions, have been submitted to the division.

B. MONITORING PROCEDURES

1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s):

Effluent from Sheaffer lagoon and from Baswood system (after UV).

2. Test Procedures

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136.

C. DEFINITIONS

The "daily maximum concentration" is a limitation on the average concentration, in milligrams per liter, of the discharge during any calendar day.

The "**monthly average concentration**", other than for *E. coli* bacteria, is the arithmetic mean of all the composite or grab samples collected in a one-calendar month period.

A "grab sample" is a single influent or effluent sample collected at a particular time.

For the purpose of this permit, "*continuous monitoring*" means collection of samples using a probe and a recorder with at least one data point per dosing cycle.

A "quarter" is defined as any one of the following three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, and/or October 1 through December 31.

"Wastewater" for the purpose of this permit means "sewage" as defined in TCA 69-3-103

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly.

Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Monitoring results shall be reported in a format approved by the division. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Resources
Nashville Environmental Field Office
711 R.S. Gass Boulevard
Nashville, TN 37216

Sampling results may be submitted electronically to: DWRWW.Report@tn.gov.

The first operation report is due on the 15th of the month following the quarter containing the permit effective date.

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in Rule 0400-40-05-

.07(2)(h)2, the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Section 69-3-115 of the Tennessee Water Quality Control Act.

4. Signatory Requirement

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-05-.05(6)(a-c).

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

The permittee is not authorized to discharge after the expiration date of this permit. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information and forms as are required to the Director of Water Resources (the "Director") no later than 180 days prior to the expiration date.

2. Right of Entry

The permittee shall allow the Director, or authorized representatives, upon the notification of permittee and presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and

c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

All reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division of Water Resources.

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

Dilution water shall not be added to comply with effluent requirements.

5. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

6. Severability

The provisions of this permit are severable. If any provision of this permit due to any circumstance, is held invalid, then the application of such provision to other circumstances and to the remainder of this permit shall not be affected thereby.

7. Other Information

If the permittee becomes aware that he failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, then he shall promptly submit such facts or information.

B. CHANGES AFFECTING THE PERMIT**1. Planned Changes**

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility.

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in Section 69-3-108 (h) of the Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

3. Change of Ownership

This permit may be transferred to another person by the permittee if:

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

4. Change of Mailing Address

The permittee shall promptly provide to the Director written notice of any change of mailing address. In the absence of such notice the original address of the permittee will be assumed to be correct.

C. NONCOMPLIANCE**1. Effect of Noncompliance**

Any permit noncompliance constitutes a violation of applicable State laws and is grounds for enforcement action, permit termination, permit modification, or denial of permit reissuance.

2. Reporting of Noncompliance

a. 24-Hour Reporting

In the case of any noncompliance which could cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the required notice of non-compliance shall be provided to the appropriate Division environmental field office within 24 hours from the time the permittee becomes aware of the circumstances. (The environmental field office should be contacted for names and phone numbers of emergency response personnel.)

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless this requirement is waived by the Director on a case-by-case basis. The permittee shall provide the Director with the following information:

- i. A description of the discharge and cause of noncompliance;
- ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- iii. The steps being taken to reduce, eliminate, and prevent recurrence of the non complying discharge.

b. Scheduled Reporting

For instances of noncompliance which are not reported under subparagraph 2.a. above, the permittee shall report the noncompliance on the Quarterly Operation Report. The report shall contain all information concerning the steps taken, or planned, to reduce, eliminate, and prevent recurrence of the violation and the anticipated time the violation is expected to continue.

3. Overflow

a. "**Overflow**" means the discharge of wastewater from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows.

d. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions

upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

e. In the event that more than 5 overflows have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium or completion of the actions identified in this paragraph, the permittee may request a meeting with the Division of Water Resources EFO staff to petition for a waiver based on mitigating evidence.

4. Upset

a. **"Upset"** means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- i. An upset occurred and that the permittee can identify the cause(s) of the upset;
- ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
- iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and
- iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

- a. **"Bypass"** is the intentional diversion of wastewater away from any portion of a treatment facility.
- b. Bypasses are prohibited, unless:
 - i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii. For anticipated bypass, the permittee submits prior notice, if possible at least ten days before the date of the bypass; or
 - iv. For unanticipated bypass, the permittee submits notice of an unanticipated bypass within 24 hours from the time that the permittee becomes aware of the bypass.
- c. A bypass that does not cause effluent limitations to be exceeded may be allowed only if the bypass is necessary for essential maintenance to assure efficient operation.
- d. "Severe property damage" when used to consider the allowance of a bypass means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

D. LIABILITIES

1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law.

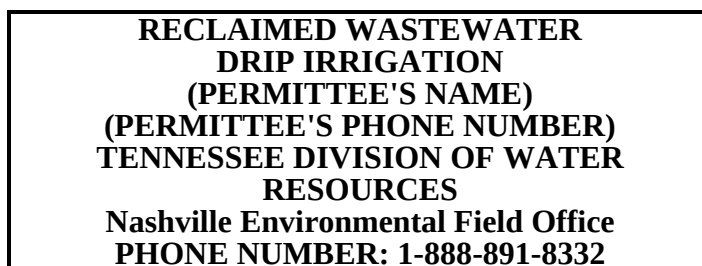
PART III OTHER REQUIREMENTS

A. CERTIFIED OPERATOR

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator and collection system shall be operated under the supervision of a the grade I certified collection system operator in accordance with the Water Environmental Health Act of 1984.

B. PLACEMENT OF SIGNS

The permittee shall place a sign at the entrance to the land application area if fenced or all reasonsable approaches to the land application area. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material



C. ADDITION OF WASTE LOADS

The permittee may not add wasteloads to the existing treatment system without the knowledge and approval of the division.

D. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and treatment system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Final SOP's will not be issued without establishing ownership/access rights.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Public Utility Commission or another public agency).

Attachment 1

**STATE OF 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**

Underground Injection Control Authorization No. WIL 0000084

In accordance with Tennessee Code Annotated section 69-3-108 and Rule Chapter 0400-45-06, the following entity is authorized to construct and operate a Class V injection well at the identified property:

Limestone Water Operating Utility – Hideaway WWTP
6509 Cox Road
(35.8286°, -86.6786°)
Williamson County, TN

This injection well is a subsurface fluid distribution system and is authorized by rule. Fluids authorized for underground injection through this well are limited to sanitary waste. Construction, operation, and abandonment of the injection well must comply with all provisions identified in Rule 0400-45-06-.14 located at <http://publications.tnsosfiles.com/rules/0400/0400-45/0400-45-06.20140505.pdf>. A paper copy of this rule will be provided upon request.

This authorization is issued as a result of the application received on January 24, 2023 by the Tennessee Department of Environment and Conservation, Division of Water Resources, and in conformity with plans, specifications, and other data submitted in support of the application. Activities associated with the construction, operation and abandonment of the injection well must not present a hazard to groundwater that is currently used or has the potential to be used as an underground source of drinking water.

The owner/operator of a Class V injection well is responsible for notifying the Division of: change in the owner or operator of the well; change in nature of injected fluids; or, intent to abandon the well when it is no longer used or is usable for its intended purpose.

If the owner/operator wishes to continue the activity regulated by this authorization after the expiration date of this authorization, the applicant must apply for and obtain a new authorization prior to the expiration of this authorization.

This authorization shall become effective on: March 15, 2023

This authorization shall expire on: February 29, 2028

John Newberry
Division of Water Resources

RATIONALE

Limestone Water Utility Operating Company, LLC

STATE OPERATION PERMIT NO. SOP-07090

Thompson Station, Williamson County, Tennessee

Permit Writer: Mr. John Newberry

FACILITY CONTACT INFORMATION:

Mr. Josiah Cox

President

Phone: (314) 736-4672

jcox@cswwgroup.com

Southwest on Patton Road and Horton Hwy Intersection

Des Peres, MO 63131

Activity Description:	Treatment of domestic wastewater via a decentralized waste water system to support construction of
Facility location:	Latitude 35.815194 and Longitude -86.67697
Name of the nearest stream:	No discharge allowed.
Treatment system:	Individual E-One grinder pump units, screening, deep cell lagoon and storage cell (Sheaffer system), Baswood Trickling Filter/Attached Growth system, clarification, filtration, UV disinfection and expanded drip irrigation field
Permit period:	This permit will be issued for a five year period effective from the issuance date on the title page.
Terms & Conditions:	BOD ₅ is a standard measure of sewage strength. The 45 mg/L daily maximum limit is the required treatment standard for domestic waste water in Tennessee. Ammonia and BOD ₅ reporting serve to demonstrate the treatment system is meeting minimum treatment standards. Land application, versus stream discharge, enables reduced monitoring frequency for these parameters. Narrative conditions for drip disposal and septage management are proposed in support of proper system operation to prevent runoff to streams and avoidance of nuisance conditions. E.coli limits apply when the disposal area is not fenced.
Financial Security:	Municipalities and Utility Districts are government entities exempt from the financial security requirement in TCA 69-3-122. (or) Privately-

owned public utilities provide financial security to the Public Utility Commission to comply with TCA 69-3-122.

Annual Maintenance Fee:

An annual maintenance fee for the permit will apply after permit issue and upon receipt of an invoice. The fee is currently \$350.00 for non-discharging facilities with influent flow less than 0.075 MGD.

Items Requisite for Operation:

This draft permit proposes terms and conditions for planning purposes and to seek public comment on the potential water quality impacts of the proposed activity. Actual operation of the sewerage system is contingent on the following items (items may occur in any order):

- Approval of sewerage system construction plans and specifications per TCA 69-3-108(i),
- Final construction inspection and submission of O &M manual per Rule 0400-40-02-.09,
- Issuance of a Certificate of Convenience and Necessity (CCN) by the Public Utility Commission,
- Utility ownership of sewerage system assets consistent with Rule 0400-40-16-.02(8). Sewerage system assets broadly consist of those units integral to the collection, treatment and disposal of both the solid and liquid component of sewage (i.e. septic tanks and pumps, collection lines, treatment system and drip irrigation area and related appurtenances), and
- Final issue of the permit.

EXHIBIT 22

Developer Agreement

UTILITY SERVICES AGREEMENT

This agreement to provide sewer and wastewater treatment services (this “Agreement”) is entered into this 17th day of March, 2023, between **Limestone Water Utility Operating Company, LLC** (“Utility”); and **Arrington Property Holdings, LLC** (“Applicant”) (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 this Agreement;

WHEREAS, Applicant is the developer of a golf course community (the “Property”) known as Troubadour Golf and Field Club and located on Cox Road, Williamson County, Tennessee;

WHEREAS, Applicant’s predecessor, Arrington National Development, LLC (“Applicant’s Predecessor”), and Cartwright Creek, L.L.C. (“Cartwright Creek”), entered into a Sewer and Wastewater Treatment System Service Agreement dated August 12, 2015 (the “2015 Service Agreement”), as amended by the First Amendment to Sewer and Wastewater Treatment System Service Agreement dated December 16, 2015, between Applicant’s Predecessor and Cartwright Creek (the “2015 Amendment”); and by a Second Amendment to Sewer and Wastewater Treatment System Service Agreement dated April 6, 2021, between Applicant and Cartwright Creek (the “2021 Amendment”)(with the 2015 Service Agreement, the 2015 Amendment and the 2021 Amendment being collectively the “Prior Service Agreement”);

WHEREAS, under the 2015 Service Agreement and the 2015 Amendment, Applicant’s Predecessor constructed a sewer and wastewater treatment facility (the “Original Facility”) that is described generally in Exhibit A, and Applicant’s Predecessor transferred ownership of the Original Facility and the real property on which the Original Facility is located (the “Facility Property,” as described on Exhibit B) to Cartwright Creek for operation of the Original Facility to provide sewer and wastewater treatment services to the Property;

WHEREAS, in accordance with an Agreement for Sale of Utility System dated March 21, 2021, and between Cartwright Creek and Utility, Cartwright Creek transferred to Utility all Cartwright Creek’s interests in the Facility Property and all responsibility for operation of the Original Facility to provide sewer and wastewater treatment services to the Property;

WHEREAS, the capacity of the Original Facility is for 203 houses and related amenities in the Property; as Applicant desires for the Property to contain up to 375 homes and related amenities, Applicant is constructing on the Facility Property an expansion facility for sewer and wastewater treatment services (the “Expansion Facility,” which is described generally in Exhibit C) to serve the Property;

WHEREAS, the parties desire to enter into this Agreement to provide for the ownership and operation by Utility of the Expansion Facility in connection with providing sewer and wastewater treatment services for the Property; and

WHEREAS, Utility is authorized to provide sewer and wastewater treatment services to the area where the Property is located and desires to own and operate sewer and wastewater treatment facilities and equipment to serve structures within the Property.

NOW, THEREFORE, for the consideration expressed in this 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 and wastewater such as sewage and wastewater from residences and commercial structures, 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 and wastewater treatment facilities (and its lines or other facilities) cannot handle; and (iv) storm and rainwater.
- 1.2** “**Final Property Plan**” means the as-recorded official and fully approved (if governmental approvals are required) map and plat of the Property.
- 1.3** “**Facilities**” means: sewer and wastewater collection and treatment 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 Applicant for the receipt and transmission of sewage and wastewater from the Property.
- 1.4** “**Services**” means sewer and wastewater treatment services, which is the receipt and treatment of Accepted Sewage by Utility from structures within the Property in accordance with all state, federal, and local rules and regulations.
- 1.5** “**User**” means a customer utilizing Services within the Property.
- 1.6** “**Utility Construction Requirements**” means Utility’s construction specifications, notes and details for Facilities for the Property.

2. SEWER AND WASTEWATER TREATMENT SYSTEM

- 2.1** Applicant shall design and construct, at its sole expense, the Expansion Facility in accordance with engineering plans and specifications of Applicant’s engineer prepared in accordance with all applicable governmental standards and regulations and Utility’s Construction Requirements.
- 2.2** The Expansion Facility is being constructed by Symbiont Science, Engineering and Construction, Inc., a contractor selected by Applicant and approved by Utility. 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 Expansion Facility.

2.3 Applicant has submitted, at no charge to Utility, all construction plans and specifications for the Expansion Facility. The plans submitted in accordance with this section shall be Applicant's plans that have received all required governmental approvals.

2.4 Upon completion of the Expansion Facility, Applicant must submit to Utility, at no charge, an electronic copy of all "As Built" construction plans and specifications in a format acceptable to Utility.

3. EASEMENTS AND REAL PROPERTY

3.1 By its execution of the Agreement, Applicant grants, conveys, sets over, and assigns unto Utility a non-exclusive easement of use and passage within all utility easements, rights of ways, and streets within the Property necessary to access and service the Expansion Facility and, to the extent not already granted, the Original Facility. The easements of passage shall be used by Utility exclusively in connection with the maintenance, construction, and operation of the facilities within the Property. Notwithstanding the foregoing, Applicant further agrees to execute assignments, easements, and any additional documents requested by Utility in order to memorialize this grant.

3.2 The Original Facility is already the property of Utility. Upon completion and acceptance by Utility of the Expansion Facility, the Expansion Facility shall become the property of Utility, as installed and without the requirement of written documents of transfer. Utility shall own, operate, and maintain the Expansion Facility at its sole cost and responsibility and shall have all right, title, and interest as sole owner of the Expansion Facility. Notwithstanding the foregoing, Applicant shall execute a deed(s), bill(s) 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 Expansion Facility.

4. WARRANTIES AND REPRESENTATIONS

4.1 Utility is already providing, from the Original Facility, Services to Users within the Property, subject to the capacity limits set forth in Section 8.1. Upon final acceptance and transfer to Utility of the Expansion Facility, Utility will provide, from the Original Facility and the Expansion Facility, Services to Users within the Property, subject to phasing as set forth Section 8.1 and to the capacity limits set forth in Section 8.1.

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

5. RIGHTS & OBLIGATIONS OF UTILITY AND APPLICANT

- 5.1 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 final transfer of the Expansion Facility, Applicant or Applicant's engineer shall inspect the Expansion Facility and shall be responsible for notifying Utility of any and all deviations from the plans and specifications approved by Utility for construction of the Expansion Facility.
- 5.3 Prior to final transfer of the Expansion Facility, Applicant or Applicant's approved contractor shall lamp test or smoke test the Expansion Facility at the cost and expense of Applicant. A field supervisor from Utility must be present for all testing.
- 5.4 On July 12, 2022, Utility provided Williamson County with a letter certifying the Expansion Facility and its connection to Utility's sewer and wastewater treatment system has been performed in accordance with the approved plans and specifications and is ready for domestic use, subject to phasing as set forth in Section 8.1.
- 5.5 Prior to final transfer of the Expansion Facility, and upon substantial completion of the Expansion Facility, Applicant or Applicant'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 Expansion Facility has been tested in accordance with this section and is 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 Applicant's approved contractor to provide Applicant a written list of any objections or defects of the Expansion Facility. In the event Utility provides a notice and listing of objections and defects within the time specified, then Applicant 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 Expansion Facility shall be the plans and specifications for Expansion Facility approved by Utility. Applicant 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 Expansion Facility. This process of notification by Utility and corrective action by Applicant shall continue until all defects and objections have been remedied or corrected to the reasonable satisfaction of Utility.

- 5.6** Upon the final transfer of the Expansion Facility from Applicant to Utility in accordance with this section, all warranties Applicant may have from vendors, manufacturers, contractors, or subcontractors in connection with construction of the Expansion Facility shall be assigned and transferred to Utility. Applicant 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.
- 5.8** In order for Applicant to continue to have the benefit of the equipment that it has provided for the Expansion Facility, Utility shall not remove, exchange for lesser equipment or otherwise substantially modify the equipment in the Expansion Facility without the prior written notice to and consultation with Applicant.

6. RATES AND CHARGES

- 6.1** In accordance with its approved rates and tariffs, Utility will charge to each User within the Property such fees, rates, and any other fees and charges authorized by state utility regulatory authorities. Monthly service charges shall begin when the User connects to the Original Facility or the Expansion Facility. Tap fees collected from each User shall be held by Utility in an escrow account subject to the jurisdiction and direction of the Tennessee Public Utility Commission. Utility shall provide written notice to applicant of any petition filed by Utility for authority to expend funds from the escrow account.

7. REGULATORY APPROVAL; CLOSING

- 7.1** Upon receipt of all required regulatory approvals, if any, in a form satisfactory to Utility in Utility's sole and absolute discretion, and approval of the Expansion Facility by Utility, pursuant to Section 5.5, the Parties shall schedule a date to formally convey the Expansion Facility to Utility, and Applicant shall execute and deliver instruments of final transfer of the Expansion Facility, transferring to Utility any real property interests, including but not limited to easements/servitudes,

required for Utility to provides Services to the Property, free of any and all liens and encumbrances.

8. PHASING OF EXPANSION FACILITY; EXPANSION OF PROPERTY; RIGHT OF FIRST REFUSAL

8.1 The Original Facility has capacity to serve (a) 203 houses in the Property and (b) the amenities set forth in Exhibit D. The Property does not yet have that number of houses and related amenities. Accordingly, the Expansion Facility shall be operational under the following schedule. When Applicant determines, in its reasonable judgment, that the capacity of the Original Facility will be reached, it shall give notice to Utility at least forty-five (45) days prior to the date that the capacity will be reached (the "Capacity Date"), and Utility will use all reasonable efforts to cause the Expansion Facility to be fully operational, at the sole expense of Applicant, by the Capacity Date.

8.2 A map of the Property is attached hereto as Exhibit E. The portions of the Property labeled as Wilson, Garrett, Bilbrey and Killen (collectively the "Expansion Tracts") are not presently in the service area of Utility as approved by the Tennessee Public Utilities Commission ("TPUC"). Applicant needs the Expansion Tracts to be part of the service area of Utility in order for Applicant to obtain permission from the Williamson County Planning Commission to plat residential lots, as part of the planned 375 lots, on the Expansion Tracts. Utility is preparing to file with TPUC for expedited proceedings to add the Expansion Tracts to its service area under a TPUC rule for expansion of a service area to contiguous areas (the "TPUC Proceedings"). Utility shall initiate the TPUC Proceedings by March 22, 2023, and will diligently pursue the TPUC Proceedings. If Applicant later adds further development property to its golf course community, Utility shall reasonably cooperate with Applicant to further expand its service area, subject to the Original Facility and the Expansion Facility having sufficient capacity to serve additional houses.

8.3 Until such time as all 375 lots and Amenities are connected to the Original Facility and the Expansion Facility, Utility shall not seek authority to extend its certificate of convenience and necessity into a contiguous area without first providing written notice to Applicant.

9. SPECIFIC PERFORMANCE; DAMAGE; VENUE

9.1 If either Party fails to perform its obligations under this Agreement, then the other Party 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 any action or proceeding is brought by either of the Parties against the other pertaining to or arising out of this Agreement, then the finally prevailing party will be entitled to recover all costs and expenses,

including reasonable attorneys' fees, incurred on account of the action or proceeding.

- 9.2** Any and all disputes hereunder shall be exclusively heard in a federal or state court located in Williamson County, Tennessee.

10. NOTICES

- 10.1** Every notice, request, demand, waiver or communication given as provided in this Agreement will be in writing and may be given to either party hereto by personal service, by certified or registered letter, by email, or by overnight courier service. If by letter, notice will be deemed given two (2) business days from the date when the letter is deposited in the United States mail; if by email, notice will be deemed given one (1) business day from the day sent, if sent during business hours but otherwise at the beginning of the second business day from the day sent; if by overnight courier, notice will be deemed given on the date delivered by the courier service. Notices will be directed to the following addresses, or to any other address for which notice has been given by a party:

If to Utility: Limestone Water Utility Operating Company, LLC
c/o Josiah Cox, President
1630 Des Peres Road, Suite 140
St. Louis, Missouri 63131
Phone: (314) 380-8544
Facsimile: (314) 736-4743
Email: jcox@cswrgroup.com

If to Applicant: Arrington Property Holdings, LLC
14605 N. 73rd Street
Scottsdale, AZ 85260
Attention: Josh Mitchell
Email: jmitchell@discoverylandco.com
Attention: Jeff Holland
Email: jholland@discoverylandco.com

- 10.2** 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.

11. CAPTIONS; HEADINGS

- 11.1** The section 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.

12. ENTIRE CONTRACT/MODIFICATION

- 12.1** 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. Without limiting the foregoing provisions, this Agreement is intended to supersede and replace the Prior Service Agreement and any other agreements or understandings between Applicant or Applicant's Predecessor and Cartwright Creek, and Utility is expressly not assuming any obligations of Cartwright Creek to Applicant or Applicant's Predecessor under the Prior Service Agreement or under any other agreements or understandings between Cartwright Creek and Applicant or Applicant's Predecessor.

13. ASSIGNMENT

- 13.1** This Agreement shall not be assigned by Applicant 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 Applicant 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 Applicant by providing written notice to Applicant of such assignment.

14. WARRANTIES

- 14.1** 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.

15. SEVERABILITY

- 15.1** 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.

[Signatures Begin On Following Page]

**Limestone Water Utility Operating Company,
LLC**

By: Todd Thomas

Name: Todd Thomas

Title: Secretary

Arrington Property Holdings, LLC

By: Johan A. Kok
Johan Kok, Authorized Signatory

Exhibit A

General Description of the Original Facility

1. Collection System;

Consisting of a low pressure design and containing: collection force mains installed in the streets, common areas, and on homeowner's properties; and individual grinder pumps (E/One or approved equivalent) at every home.

Individual grinder pumps will be installed by the homebuilders in accordance with manufacturer's instructions and project drawings and Utility's requirements. Utility will inspect each grinder pump installation. For the final inspection, the homebuilder's responsibility will include the services of a manufacturer's local representative.

Owner's contractor will install and test the collection system. Identified damage to the collection system and any of its components will be repaired by Applicant. If necessary, collection lines failing pressure tests will be excavated and repaired.

2. Wastewater Treatment System:

Will be a single cell, Sheaffer Wastewater Reclamation and Reuse System, with double synthetic liner, internal baffles, designed to treat approximately 63,000 gallons per day of wastewater to the quality required by the TDEC State Operating Permit (SOP) and applicable sections of Williamson County's zoning ordinance.

Will be constructed with a treated effluent storage cell(s) meeting Williamson County and TDEC requirements.

Will include, but not limited to, a treatment building, treatment equipment, air blowers, office, laboratory.

Will be designed and constructed so that additional facilities and equipment required to serve the homes in subsequent phases can be added with minimum reconstruction when required.

3. Irrigation System:

Will have area sufficient to serve up to approximately 63,000 gallons/day of wastewater from the Property. Primary irrigation area will be on the property south of Cox Road next to the wastewater treatment site. Secondary irrigation area required by Williamson County's zoning ordinances will be on the property south of Cox Road and the Williams property approximately ½ mile west of the wastewater treatment system site on Cox Road.

Will utilize subsurface drip irrigation and will be sized and designed to comply with Williamson County and TDEC regulations and guidelines, including primary and secondary irrigation areas required by Williamson County.

Exhibit B

Description of Facility Property

SITUATE IN THE 20th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND ALSO BEING DESIGNATED AS AN AREA RESERVED FOR "FUTURE DRIP IRRIGATION DRIP FIELDS", HIDEAWAY AT ARRINGTON, PHASE 1, SECTION 1, PLAT BOOK 62 PAGE 136A, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWCT), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD (100' FROM EXISTING CENTERLINE OF SAID RAILROAD), SAID IRON ROD ALSO BEING THE SOUTHEASTERN CORNER OF WELLS FARGO BANK, NA, BOOK 5975 PAGE 250 (ROWCT); THENCE WITH SAID RIGHT-OF-WAY LINE OF SAID RAILROAD, S 15°16'54" E A DISTANCE OF 457.72 FEET TO A POINT IN THE CENTERLINE OF THE HARPETH RIVER; THENCE WITH SAID CENTERLINE OF SAID RIVER THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES: 1) N 55°14'46" W A DISTANCE OF 227.59 FEET TO A POINT; THENCE 2) N 77°54'06" W A DISTANCE OF 174.60 FEET TO A POINT; THENCE 3) S 80°43'16" W A DISTANCE OF 101.79 FEET TO A POINT; THENCE 4) S 47°31'16" W A DISTANCE OF 262.34 FEET TO A POINT; THENCE 5) S 28°48'14" W A DISTANCE OF 501.22 FEET TO A POINT; THENCE 6) S 36°49'29" W A DISTANCE OF 141.78 FEET TO A POINT; THENCE 7) S 55°46'58" W A DISTANCE OF 165.64 FEET TO A POINT; THENCE 8) S 65°49'33" W A DISTANCE OF 252.61 FEET TO A POINT; THENCE 9) N 60°42'24" W A DISTANCE OF 159.54 FEET TO A POINT; THENCE 10) N 82°50'05" W A DISTANCE OF 258.07 FEET TO A POINT; THENCE 11) N 88°32'33" W A DISTANCE OF 772.84 FEET TO A POINT; THENCE 12) N 41°30'34" W A DISTANCE OF 207.32 FEET TO A POINT; THENCE 13) N 23°10'13" W A DISTANCE OF 214.08 FEET TO A POINT; THENCE 14) N 08°59'51" W A DISTANCE OF 105.59 FEET TO A POINT; THENCE 15) N 04°39'32" E A DISTANCE OF 240.23 FEET TO A POINT; THENCE 16) N 43°26'19" E A DISTANCE OF 135.88 FEET TO A POINT; THENCE 17) N 67°17'20" E A DISTANCE OF 669.58 FEET TO A PONT; THENCE 18) N 75°11'13" E A DISTANCE OF 367.69 FEET; THENCE 19) N 59°46'59" E A DISTANCE OF 298.84 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF SAID RIVER AND WITH THE SOUTHERLY LINE OF SCARLETT R. BROWN, BOOK 6171 PAGE 177 (ROWCT), S 80°45'51" E A DISTANCE OF 772.07 FEET TO AN IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHEASTERLY CORNER OF SAID BROWN AND ALSO BEING THE SOUTHWESTERLY CORNER OF SAID WELLS FARGO BANK, NA; THENCE WITH SAID WELLS FARGO BANK, NA SOUTHERLY LINE, S 80°45'51" E A DISTANCE OF 531.37 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 55.316 ACRES (2,409,586 SQ. FT.), MORE OR LESS, AS SHOWN ON THE TRACT V PORTION OF THE ALTA/NSPS SURVEY OF THE PROPERTY OF HIDEAWAY AT ARRINGTON BY STEPHEN VANDER HORST, TENNESSEE RLS NO. 3041, WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC., DATED FEBRUARY 9, 2018, PROJECT NO. 141-589.0023.

Being part of the same property conveyed to Arrington Property Holdings, LLC, a Delaware limited liability company, by deed from Hideaway Development, LLC, of record in Book 7295, Page 961, in the Register's Office for Williamson County, Tennessee.

Exhibit C

General Description of the Expansion Facility

The project consists of an expansion to accommodate the buildout of the future development of Troubadour. The existing WWTP consists of an aerated lagoon followed by clarification, filtration and UV disinfection prior to being pumped to a drip field irrigation system for final effluent disposal. For the expansion, the influent wastewater will be screened prior to entering the existing aerated lagoon for initial organics treatment. Flow from the existing lagoon will then be pumped into a new fixed film, hybrid biological process provided by Baswood Corporation. From this system, suspended solids will be removed using the existing clarifier, followed by existing tertiary filtration and UV disinfection systems then pumped to an expanded drip field irrigation system for treated effluent disposal.

The controls for the treatment plant's pump stations and irrigation system will be upgraded and automated so that manual control will not be required for regular operation.

The earth lined Emergency Storage cell will be re-lined with compacted clay per the original specifications, and the drain pump will be repaired and tree growth removed.

The existing $\frac{3}{4}$ " water line to the plant and $\frac{3}{4}$ " water meter will be replaced with a minimum 1" water line and water meter. The water requirements of the Cambrian system will be evaluated to ensure that 1" is sufficient.

The cause of the cracks in the building's block walls will be investigated and the foundation repaired if required.

Warranties: Applicant's contractors and equipment suppliers will provide a one-year warranty for all equipment and construction. The warranty will be issued in Utility's name. The warranty period shall begin upon Utility's acceptance of the completed system.

Applicant will provide Utility with copies of the executed agreements between Applicant's contractors and equipment suppliers for all work on Utility's property, collection system and irrigation system.

Cambrian Innovations will provide one year of on-site and remote support for its system, including process questions, troubleshooting and recalibration of instrumentation, including trips to the site if required.

Upon completion of construction, Applicant will furnish a complete set of as-built drawings for all components stamped by a Tennessee professional engineer.

Applicant will furnish a one-year supply of spare parts for the treatment system expansion.

Utility will be the final authority for decisions related to the operation and permitting of the expanded wastewater treatment system.

Applicant will require its contractors and suppliers to prepare a commissioning plan for the expanded wastewater treatment system. The plan will include a clear description of the initial operation and testing conducted for both Utility and TDEC to accept the system.

Applicant and all contractors and subcontractors will supply Utility a certificate of insurance in amounts and coverage as required by Utility prior to performing work on the Property.

The cause of multiple electrical motor and equipment failures in the treatment plant will be investigated by a third-party electrical failure consultant. The consultant's recommendations to remedy the problems will be incorporated into the expanded wastewater treatment system's design.

Exhibit D

Current Amenities and Currently Planned Future Amenities

Current Amenities

1. Roadhouse
2. Luther's
3. Commissary
4. Turf Care
5. Comfort Station 1
6. Comfort Station 2
7. Harlow Greeter's Cottage

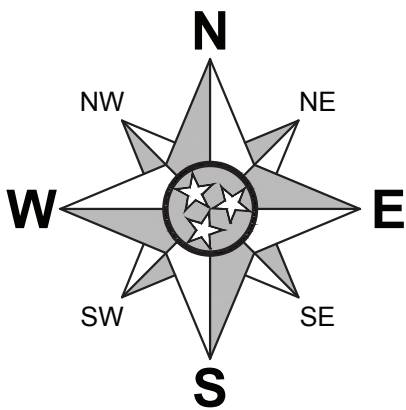
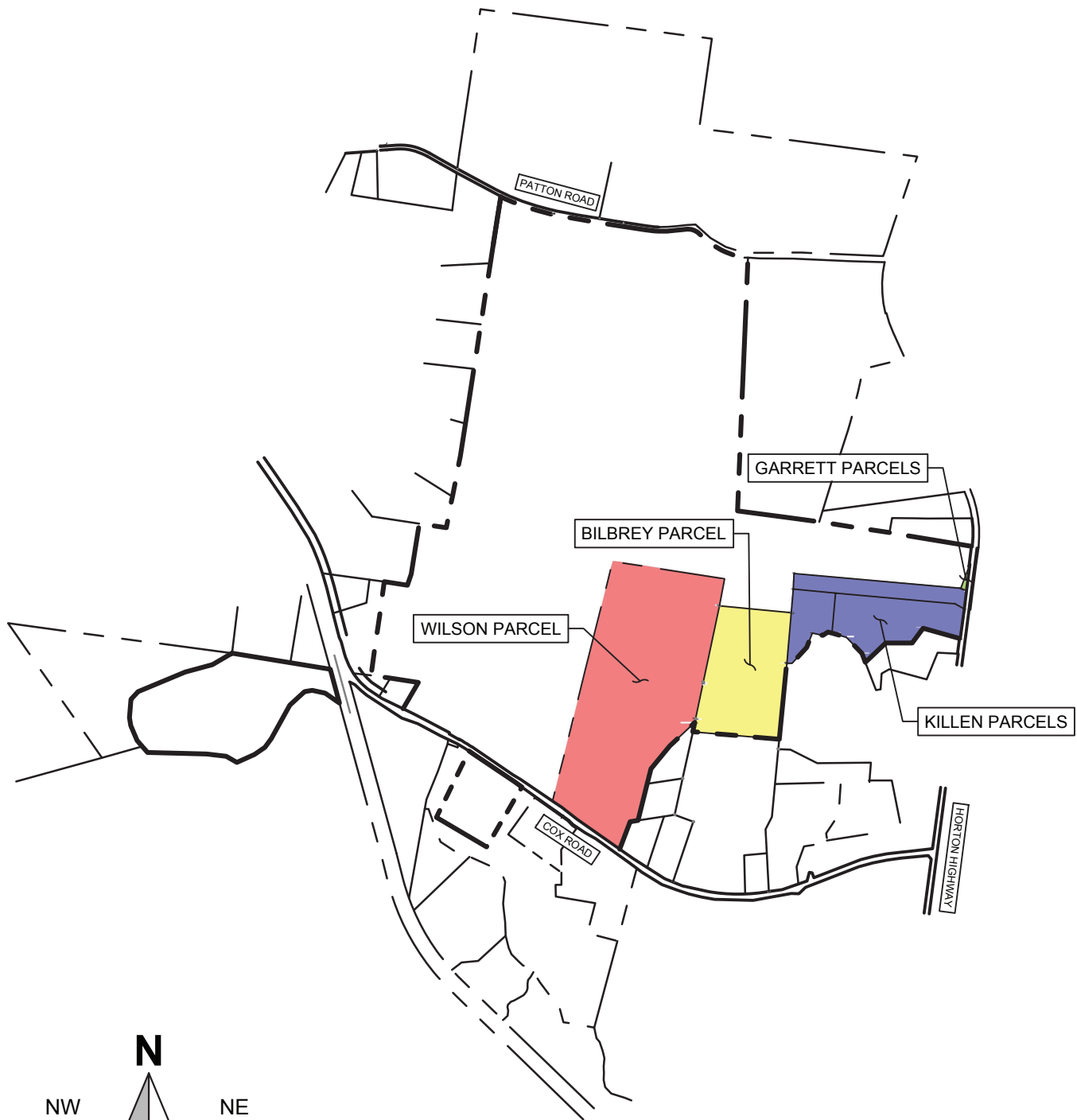
Currently Planned Future Amenities (And Expected Completion Date)

1. The Roost (2024)
2. Clubhouse (2025)
3. Spa (2025)
4. Fitness (2024)
5. Sales & Marketing (2024)
6. Event Barn (2025)
7. Sport Court Restrooms (2025)
8. Patton Entry Gatehouse (2023)
9. Temporary Construction Trailer on Thurston Court (2023)
10. Temporary Construction Trailer on Walking Horse Trail (2023)
11. Staff Kitchen Facility (2024)
12. Maintenance Building (2024)
13. Farmstead Pool Grille & Restrooms (2025)
14. General Store

Exhibit E

Map Of The Property

TROUBADOUR - TPUC SERVICE TERRITORY REVISION.DWG / Wednesday, March 15, 2023 11:01:35 AM



P.O. BOX 848
FRANKLIN, TN 37065
WWW.M2GROUPLLC.COM

EXHIBIT E

UTILITY SERVICE TERRITORY REVISION MAP
TROUBADOUR GOLF + FIELD CLUB
WILSON, KILLEN, BILBREY, GARRETT
WILLIAMSON COUNTY, TENNESSEE

DATE MARCH, 2023

PROJECT # 22-056

SHEET NO.

EX-E

FIRST AMENDMENT TO UTILITY SERVICES AGREEMENT

This First Amendment to Utility Services Agreement (this “Amendment”) is entered into this 20th day of May, 2026, between **Limestone Water Utility Operating Company, LLC**, a Tennessee limited liability company (“Utility”); and **Arrington Property Holdings, LLC**, a Delaware limited liability company (“Applicant”) (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 this Amendment;

WHEREAS, Applicant is the developer of a golf course community (the “Property”) known as Troubadour Golf and Field Club and located on Cox Road, Williamson County, Tennessee;

WHEREAS, Applicant’s predecessor, Arrington National Development, LLC (“Applicant’s Predecessor”), and Cartwright Creek, L.L.C. (“Cartwright Creek”), entered into a Sewer and Wastewater Treatment System Service Agreement dated August 12, 2015 (the “2015 Service Agreement”), as amended by the First Amendment to Sewer and Wastewater Treatment System Service Agreement dated December 16, 2015, between Applicant’s Predecessor and Cartwright Creek (the “2015 Amendment”); and by a Second Amendment to Sewer and Wastewater Treatment System Service Agreement dated April 6, 2021, between Applicant and Cartwright Creek (the “2021 Amendment”)(with the 2015 Service Agreement, the 2015 Amendment and the 2021 Amendment being collectively the “Prior Service Agreement”);

WHEREAS, under the 2015 Service Agreement and the 2015 Amendment, Applicant’s Predecessor constructed a sewer and wastewater treatment facility (the “Original Facility”), and Applicant’s Predecessor transferred ownership of the Original Facility and the real property on which the Original Facility is located (the “Facility Property”) to Cartwright Creek for operation of the Original Facility to provide sewer and wastewater treatment services to the Property;

WHEREAS, in accordance with an Agreement for Sale of Utility System dated March 21, 2021, and between Cartwright Creek and Utility, Cartwright Creek transferred to Utility all Cartwright Creek’s interests in the Facility Property and all responsibility for operation of the Original Facility to provide sewer and wastewater treatment services to the Property;

WHEREAS, on March 17, 2023, Utility and Applicant entered into a Utility Services Agreement (the “Agreement”) under which Applicant constructed on the Facility Property an expansion facility for sewer and wastewater treatment services (the “Expansion Facility”) to serve the Property, with the Original Facility and the Expansion Facility (collectively the “Facility”) having a total capacity for the Property to contain up to 375 homes and related amenities;

WHEREAS, Applicant desires to acquire additional land (the "Additional Land," which is shown as part of Exhibit A attached hereto) to include in the Property, so the Property will contain up to 460 homes and related amenities (the "New Build Out Target");

WHEREAS, Applicant has obtained a preliminary capacity study of the Facility that shows that the Facility has the capacity to service the New Build Out Target, subject only to such upgrades to the Facility (the "Facility Upgrades") as may be required by state and local authorities;

WHEREAS, Applicant desires that Utility obtain approval from the Tennessee Public Utilities Commission for the expansion of its service territory (the "Service Area Expansion") to include the Additional Land; and

WHEREAS, the parties desire to enter into this Amendment to reflect certain changes to the Agreement.

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

1. Section 2 of the Agreement is amended to add the following new Paragraph 2.5:
 - 2.5 After final approval by TPUC of the Service Area Expansion, Applicant shall promptly design and construct, at its sole expense, the Facility Upgrades in accordance with engineering plans and specifications of Applicant's engineer prepared in accordance with all applicable governmental standards and regulations and Utility's Construction Requirements. Upon completion of the Facility Upgrades, Applicant must submit to Utility, at no charge, an electronic copy of all "As Built" construction plans and specifications in a format acceptable to Utility.
2. Section 3 of the Agreement is amended to add the following new Paragraph 3.3:
 - 3.3 Upon completion and acceptance by Utility of the Facility Upgrades, the Facility Upgrades shall become the property of Utility, as installed and without the requirement of written documents of transfer. Utility shall own, operate, and maintain the Facility Upgrades at its sole cost and responsibility and shall have all right, title, and interest as sole owner of the Facility Upgrades. Notwithstanding the foregoing, Applicant shall execute a deed(s), bill(s) 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 Facility Upgrades.

3. Section 4 of the Agreement is hereby amended to add the following new Paragraph 4.4:
- 4.4 All provisions hereinabove in this Section 4 for the Expansion Facility shall apply to the Facility Upgrades.
4. Section 8 of the Agreement is hereby deleted in its entirety and replaced by the following new Section 8:
8. **EXPANSION OF PROPERTY; RIGHT OF FIRST REFUSAL**
 - 8.1 A map of the Property is attached hereto as Exhibit A to this Amendment. The portions of the Property shown in red (collectively the "Additional Land") are not presently in the service area of Utility as approved by the Tennessee Public Utilities Commission ("TPUC"). Applicant needs the Additional Land to be part of the service area of Utility in order for Applicant to obtain permission from the Williamson County Planning Commission to plat residential lots, as part of the planned 460 lots, on the Expansion Tracts. Utility is preparing to file with TPUC for expedited proceedings to add the Additional Land to its service area under a TPUC rule for expansion of a service area to contiguous areas (the "TPUC Proceedings"). Utility shall initiate the TPUC Proceedings by April ____, 2026, and shall diligently pursue the TPUC Proceedings. If Applicant later adds further development property to its golf course community, Utility shall reasonably cooperate with Applicant to further expand its service area, subject to the Original Facility and the Expansion Facility having sufficient capacity to serve additional houses.
 - 8.2 Until such time as all 460 lots and related amenities are connected to the Original Facility and the Expansion Facility, Utility shall not seek authority to extend its certificate of convenience and necessity into a contiguous area without first providing written notice to Applicant.

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

[Signatures Begin On Following Page]

**Limestone Water Utility Operating Company,
LLC**

By:  Josiah Cox (May 20, 2026 13:02:51 CDT)

Name: Josiah Cox

Title: President

Arrington Property Holdings, LLC

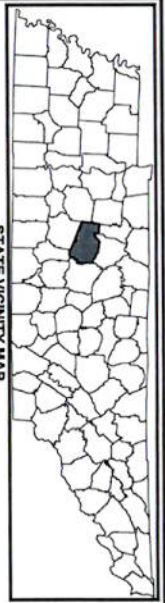
By: Johan A.K. K
President,
Authorized Signatory

Exhibit A

Map Of The Property, Including The Additional Land

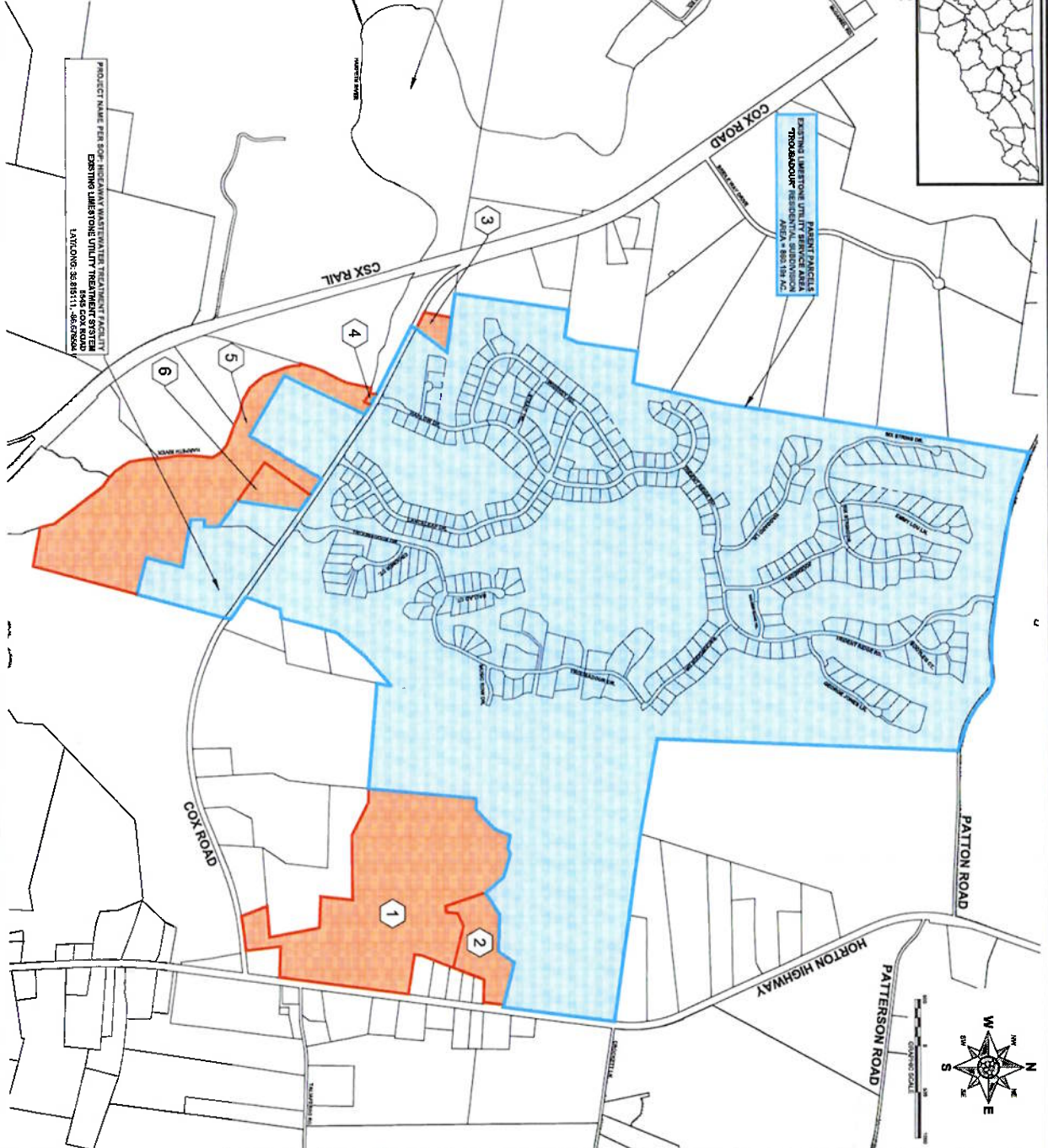
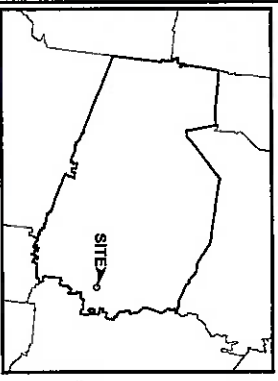
[On Following Page]

STATE VICINITY MAP



NO.	OWNER	MAP/PARCEL BOOK/PAGE	AREA (AC)
1	CARL E. THOM JR.	149N/10	77.014
2	JENNIFER A. MARTIN	129N/27	86.004
3	CHERRY L. SPAN	139N/01	94.008
4	WILSON	139N/27	79.008
5	HOLCOMB, LLC	141N/03	79.008
6	THEBETTS, CORP.	141N/03	79.008

COUNTY VICINITY MAP



SAM-1

DATE: FEBRUARY 2025 DRAWN BY: CBN

PROJECT NO.: 22-046 CHECKED BY: M2G

M2 GROUP

400-400-8000 / INFO@M2GROUP.COM

LIMESTONE WATER UTILITY OPERATING COMPANY

SERVICE AREA MAP FOR: CENTRAL STATES WATER RESOURCES

6545 COX ROAD
WILLIAMSON COUNTY, TENNESSEE

a020c0dfdd40a2ec15010e8052a552b091f088b
669a7bcc2418285ec308b

Final Audit Report

2026-05-20

Created:	2026-05-20
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOnt3YXb2MzsFi-RIsCEGQZp7fUU-urWs

"a020c0dfdd40a2ec15010e8052a552b091f088b669a7bcc2418285ec308b" History

-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2026-05-20 - 4:50:37 PM GMT
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
2026-05-20 - 4:50:53 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
2026-05-20 - 6:02:08 PM GMT
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2026-05-20 - 6:02:51 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-05-20 - 6:02:51 PM GMT

EXHIBIT 24

**Communication from City of College Grove
and Nolensville – Not Providing Service**



N Nolensville/College Grove Utility District
C P.O. Box 127, 2002 Johnson Industrial Blvd., Nolensville, TN 37135
G Phone No. 615-776-2511 - Fax No. 615-776-2591

January 6, 2026

Matt Bryant

M2 Group, LLC

Re: Sanitary Sewer Service Release: 6468 Cox Rd (Map 136) (Parcel 04501) 8271 Horton Highway (Map 141) (Parcel 01000) 8221 Horton Highway (Map 136) (Parcel 02301)

Dear Mr. Bryant

Nolensville College Grove Utility District by your request hereby releases its charter rights to provide sanitary sewer service to the proposed development to be located at 6468 Cox Rd (Map 136) (Parcel 04501), 8271 Horton Highway (Map 141) (Parcel 01000), and 8221 Horton Highway (Map 136) (Parcel 02301).

Sincerely,

A handwritten signature in blue ink that reads "Mike E. Polston".

Mike E Polston
General Manager
NCG Utility District

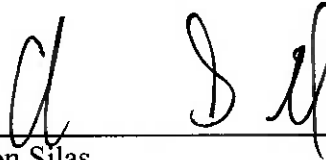
EXHIBIT 25

Signed Affidavit of Limestone Witness Aaron Silas

IN RE:)
)
APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, TO EXPAND ITS)
CERTIFICATE OF CONVENIENCE)
AND NECESSITY TO SERVE THE)
TROUBADOUR GOLF+FIELD CLUB)
SUBDIVISION)

AFFIDAVIT OF AARON SILAS

FURTHER AFFIANT SAYETH NOT.



Aaron Silas
Assistant Vice President of Customer Experience &
Regulatory Operations at CSWR, LLC

Sworn to and subscribed before me this
6th day of July, 2026.



Notary Public

My Commission Expires: 04-10-2027

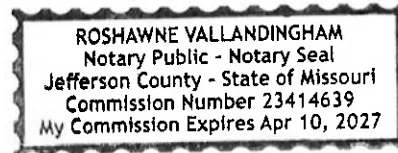


EXHIBIT 26

Notices of Violations or Administrative Action

Limestone Water – Exhibit 26

- (a) Limestone entered into a Consent Order with Tennessee Department of Environment and Conservation (TDEC) on February 13, 2023, resolving issues at the Grasslands sewage treatment plant related to permit exceedances and facility operation and maintenance.
- (b) Candlewood Lakes Drinking Water System. 2025.02.05 – Settlement Agreement (still active).
- (c) Shiloh Falls Wastewater System. 2025.03.27 – Compliance Evaluation Inspection & Notice of Violation – saturation and runoff. 2025.04.15 – Limestone Response to NOV.
- (d) Grassland Wastewater System (Cartwright Creek). 2023.02.13 - WPC22-0086 – TDEC Consent Order (still active). 2025.07.25 – Notice of Violation – Release of Sewage. Note: Multiple Citizen Complaints – screen shots of complaints filed with TDEC provided in collective exhibit. 2025.08.01 – Limestone Response to NOV.
- (e) Hideaway Wastewater System (Cartwright Creek). 2024.11.07 – Notice of BOD Exceedance.
- (f) Laurel Creek. 2025.07.02 – Final Inspection Letter – Plans not followed. Need corrected as-built plan filed.

EXHIBIT 27

Proposed Protective Order

IN RE:)
)
APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, TO EXPAND ITS) **DOCKET NO. 26-**
CERTIFICATE OF CONVENIENCE)
AND NECESSITY TO SERVE THE)
TROUBADOUR GOLF+FIELD CLUB)
SUBDIVISION)

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

101609931.v1

materials shall be entitled to protection under this Order. Documents containing CONFIDENTIAL INFORMATION shall be specifically marked as “CONFIDENTIAL” on the cover and each page of the document. Any document so designated shall be handled in accordance with this Order. The provisions of any document containing CONFIDENTIAL INFORMATION may be challenged under Paragraph 12 of this Order.

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

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

- (a) Counsel of record for the parties and other legal counsel for the parties in this case and associates, secretaries and paralegals actively engaged in assisting counsel of record in this proceeding;
- (b) TPUC Directors and members of the staff of the TPUC;
- (c) Officers, directors, or employees of the parties, including employees of intervenors and the Office of the Tennessee Attorney General; provided, however, that CONFIDENTIAL INFORMATION shall be shown only to those persons having a need to know;
- (d) Representatives of the parties who need to know because they are actively engaged in assisting counsel of record in preparing for this proceeding; and
- (e) Outside consultants and expert witnesses (and their Staff) employed or retained by the parties or their counsel, who need access to CONFIDENTIAL INFORMATION solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to disclose CONFIDENTIAL INFORMATION to any outside consultant or expert witness, the party shall give five (5) days written notice to the Producing Party of intention to disclose CONFIDENTIAL INFORMATION. During such notice period, the Producing Party may move to prevent or limit disclosure for cause, in

which case no disclosure shall be made until the TPUC or the Hearing Officer rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the Motion. A Pre-Hearing Conference may be called to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery, facsimile or email. All filings by email in this docket shall be followed up by delivering a hard copy of the filing to the Docket Manager of the TPUC.

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

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

shall keep the Nondisclosure Statements executed by the parties' experts or consultants on file in their respective offices.

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

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

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

the documents as CONFIDENTIAL, and if the motion is granted by the Hearing Officer or the Commission, the recipients shall immediately treat the subject documents as CONFIDENTIAL. The Tennessee Public Utilities Commission or the Hearing Officer may also, at his or her discretion, either before or during the Pre-Hearing Conference or Hearing on the Merits of the case, allow information to be designated CONFIDENTIAL and treated as such in accordance with the terms of this Order.

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

9. Documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS (as defined in Paragraph 20) in accordance with this Order, may be used in testimony at the Hearing of this proceeding and offered into evidence or

used in any hearing related to this action in a manner that protects the confidentiality of the information, subject to the Tennessee Rules of Evidence and to such future orders as the TPUC or the Hearing Officer may enter. Any party intending to use documents, information, or testimony designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS shall inform the Producing Party and the TPUC or the Hearing Officer prior to the Hearing on the Merits of the case, of the proposed use; and shall advise the TPUC or the Hearing Officer and the Producing Party before use of the information during witness examinations so that appropriate measures can be taken by the TPUC or the Hearing Officer to protect the confidential nature of the information.

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

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

12. Any party may contest the designation of any document or information as CONFIDENTIAL or PROTECTED SECURITY MATERIALS by filing a Motion with the TPUC or Hearing Officer as appropriate, for a ruling that the documents, information or testimony should

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

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

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

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

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

17. Upon entry of a final order in this proceeding and conclusion of any appeals resulting from such an order, except as to the Attorney General and TPUC, all the filings, exhibits

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

18. After termination of this proceeding, the provisions of this Order relating to the confidential nature of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS, information and testimony shall continue to be binding upon parties herein and their officers, employers, employees, agents, and/or others unless this Order is vacated or modified

or is supplanted by an order of the court or courts before which is pending a challenge to any order entered in this proceeding.

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

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

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

for and to try this proceeding and shall not be used for any other purpose in this or any other jurisdiction.

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

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

24. The Attorney General and his staff agree to keep CONFIDENTIAL INFORMATION in a secure place and will not permit them to be seen by any person who is not

an employee of the State of Tennessee, the Office of Attorney General and Reporter, or a person who has not signed a Nondisclosure Agreement.

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

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

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

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

28. The designation of any information, documents or things in accordance with this Order as constituting or containing confidential or proprietary information the Attorney General's, or their respective staff's, treatment of such material as confidential or proprietary in compliance with this Order is not an admission or agreement by the Attorney General, or their respective staff, that the material constitutes or contains confidential commercial information or trade secret

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

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

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

allegedly received from the Company or confirming that a consumer actually received the materials, to the extent that the Attorney General or his staff does so in a manner that complies with the provisions of this Order.

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

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

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

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

IT IS HEREBY ORDERED.

Hearing Officer

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

IN RE:	)	
	)	
APPLICATION OF LIMESTONE	)	
WATER UTILITY OPERATING	)	
COMPANY, LLC, TO EXPAND ITS	)	DOCKET NO. 26-_____
CERTIFICATE OF CONVENIENCE	)	
AND NECESSITY TO SERVE THE	)	
TROUBADOUR GOLF+FIELD CLUB	)	
SUBDIVISION	)	

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 _____, 2026.

NOTARY PUBLIC

My Commission Expires:_____

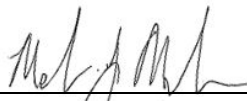
CERTIFICATE OF SERVICE

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.
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Consumer Advocate Division
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This the 22nd day of July, 2026.



Melvin Malone