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October 8, 2026

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket
Room on October 8, 2026 at 11:20 a.m.

Hon. Herbert H. Hilliard, Chairman
Ectory Lawless, Docket Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

**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 Chairman Hilliard:

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

As required, copies will follow. 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

Attachment

cc: Russ Mitten, Central States Water Resources
Ryan McGehee, Consumer Advocate Division
Shilina B. Brown, Consumer Advocate Division

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BUTLER SNOW LLP

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

**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. 26-00063

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

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

GENERAL OBJECTIONS

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

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

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

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

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

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

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

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

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

RESPONSES TO FIRST SET OF DISCOVERY REQUESTS

- 1-1.** Please confirm the proposed extension of the system to the Troubadour system will be funded by the developer. If this is not confirmed, identify the purchase price to be paid by Limestone or CSWR for the system.

RESPONSE: Confirmed. The proposed expansion of the Troubadour wastewater system will be funded by the developer. As stated in the Application, the developer will fund all necessary construction, and after construction is completed, Limestone will own and operate the system.

- 1-2.** Please confirm the acquired plant additions will be treated as Contributions in Aid of Construction (“CIAC”) for rate-making purposes.

RESPONSE: Confirmed. The plant additions constructed and contributed by the developer will be treated as Contributions in Aid of Construction (“CIAC”) for rate-making purposes. Upon completion and acceptance of the improvements, Limestone will record the contributed plant in the appropriate utility plant accounts, with an offsetting amount recorded as CIAC, based on the final documented construction costs and plant-account classifications.

- 1-3.** Identify the proposed accounting entries to be made on the books of Limestone as a result of this transaction.

RESPONSE: Upon completion and transfer of the developer-funded system, Limestone anticipates recording the contributed assets in the applicable utility plant accounts, with an offsetting credit to CIAC. The specific amounts and plant-account classifications will be

determined based on the final construction cost provided by the developer and applicable accounting requirements.

- 1-4.** Please refer to pdf page 105/225 of the application wherein the Troubadour related plant asset balances are identified as \$2,628,300. Is it Limestone's (and/or CSWR) intent to transfer these balances to its Balance Sheet upon the close of this transaction? If so, is it Limestone and/or CSWR's intent to record \$2,628,300 as CIAC?

RESPONSE: The \$2,628,300 identified in Exhibit 14 does not represent the final construction costs of the proposed developer-funded expansion and will not be recorded as CIAC solely as a result of this transaction. Upon completion, acceptance, and transfer of the developer-funded expansion, Limestone will record the final documented construction costs in the applicable utility plant accounts, with an offsetting credit to CIAC, once those costs and plant-account classifications are finalized.

- 1-5.** Is the developer deeding over any real property/land to Limestone? Is so, how much real property is being conveyed to Limestone?

RESPONSE: The developer does not currently plan to transfer any additional fee-simple real property to Limestone as part of the proposed expansion. If the developer's final plans or applicable county approval requirements result in the need for a real-property conveyance, the developer will execute any deeds, easements, or other instruments reasonably necessary under the Utility Services Agreement to establish Limestone's ownership of, and access to, the facility upgrades. Because no additional fee-simple conveyance is currently planned, the amount of acreage, if any, that may ultimately be conveyed has not been determined.

1-6. How does the Company propose to treat, for rate-making purposes, any land that is contributed from the developer to Limestone? Provide a listing of the specific accounts and values Limestone intends to use associated with the acquisition of land in the Troubadour transaction.

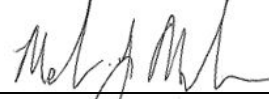
RESPONSE: As stated in response to Consumer Advocate Request 1-5, the developer does not currently plan to transfer any additional fee-simple real property to Limestone as part of the proposed expansion. If additional land is ultimately contributed, Limestone anticipates recording the contributed property in the applicable utility land and land rights account, with an offsetting credit to CIAC, in accordance with applicable accounting and rate-making requirements. Because no additional fee-simple conveyance is currently planned and the amount of acreage, if any, has not been determined, Limestone has not identified the specific accounts or values that would apply.

1-7. Identify costs the Company anticipates it will incur associated with a) the transaction and b) operation of the system over each of the next three years. Note, if accurate, this response may simply note the \$10,000 annual capital budget identified on pdf page 97 of the Application.

RESPONSE: The Company does not anticipate incurring a purchase price for the developer-funded expansion. Refer to Exhibit 12 to the Application for the projected costs of operating the system. Based on the assumptions reflected in Exhibit 12, the Company currently projects annual operating expenses of \$86,400 and annual reinvestment of depreciation of \$10,000 for each of Years 1 through 3. These amounts are estimates based

on the assumptions reflected in Exhibit 12, and actual costs may differ. The Company has not separately identified additional transaction-related costs associated with the proposed expansion.

Respectfully submitted,



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*Attorneys for Limestone Water Utility
Operating Company, LLC*

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
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APPLICATION OF LIMESTONE)
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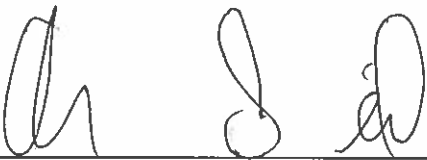
DOCKET NO. 26-00063

VERIFICATION

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

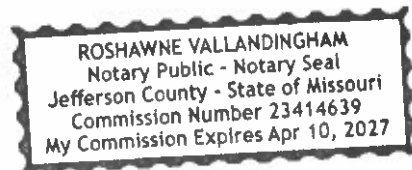
I, AARON SILAS, being duly sworn, state that I am authorized to testify on behalf of Limestone Water Utility Operating Company, LLC, in the above-referenced docket, that if present before the Commission and duly sworn, verifies that the data requests and discovery responses are accurate to the best of my knowledge.



AARON SILAS

Sworn to and subscribed before me
this 8th day of OCTOBER, 2026.


Notary Public



My Commission expires: 04-10-2027

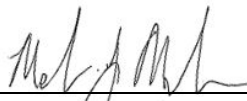
CERTIFICATE OF SERVICE

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

Ryan McGehee, Esq.
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This the 8th day of October 2026.



Melvin Malone