

IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE

IN RE:)
)
PETITION OF BERRY'S CHAPEL) DOCKET NO. 14-00004
UTILITY, INC. TO INCREASE RATES)
AND CHARGES; TARIFF TO RECOVER)
THE COST OF FINANCIAL SECURITY;)
IMPLEMENTATION OF PASS)
THROUGHS FOR SLUDGE REMOVAL,)
ELECTRICITY, CHEMICALS AND)
PURCHASED WATER)

MEMORANDUM IN SUPPORT OF THE CONSUMER ADVOCATE'S MOTION FOR
LEAVE TO ASK ADDITIONAL DISCOVERY REQUESTS

Berry's Chapel Utility, Inc., ("Berry's Chapel") is organized as a nonprofit corporation with members. *See Articles of Amendment to the Charter of Berry's Chapel Utility, Inc.*, attached as **Exhibit A**. Furthermore, according to a letter to its customers, Berry's Chapel has stated that the members own the corporation and have the right to elect the directors of the corporation:

As President of Berry's Chapel Utility, Inc., I am writing you to respectfully request that you become a member of Berry's Chapel Utility, Inc. Berry's Chapel has revised its corporate charter and is now a member-owned, not-for-profit utility cooperative. This cooperative, under the leadership of a member-elected board of directors, will have controlling authority over the operation of your sewer collection and treatment system.

Letter of March 30, 2011, from **Tyler Ring**, attached as **Exhibit B**. The Consumer Advocate does not agree with the statements that Berry's Chapel is a "cooperative", but there is no doubt that Berry's Chapel is organized as a nonprofit corporation with "members".

In addition, the Management Consultant Agreement entered into by Berry's Chapel provides for a member-elected board during 2013:

9. Transition of Management To Member Elected Board. The Consultant agrees to assist the Utility's current board of directors to transition its board responsibilities to a member elected board during 2013.

Management Consultant Agreement at 6, attached as **Exhibit C**. This Management Consultant Agreement was reviewed by the TRA Investigative Staff which "determined that it meets the requirements set forth in the Tennessee Regulatory Authority's July 17, 2012, Order Approving Transfer of Authority Nunc Pro Tunc in Docket No. 12-00046." Letter of January 23, 2013 from Shiva Bozarth, attached as **Exhibit D**.

The Consumer Advocate filed its initial discovery requests on February 12, 2014. Since that time the Consumer Advocate has become aware of an issue regarding the membership of Berry's Chapel and the authorization for the petition for a rate increase. In particular, the Consumer Advocate received a copy of a letter dated February 20, 2014, from a customer of Berry's Chapel, Charles Kildgore, which raises questions about the membership of Berry's Chapel. A copy of that letter was filed in this docket on February 20, 2014.

If the petition for a rate increase was not properly approved and authorized it may be susceptible to challenge as an *ultra vires* act of the corporation. The Consumer Advocate maintains that this question should be addressed as soon as possible in order to avoid a possible waste of resources.

In addition, the letter from Mr. Kildgore raises the possibility that there will be a special meeting of the members that may alter or postpone the petition for a rate increase. In order to properly prepare for the issue of the effects of such a members' meeting, discovery is needed.

Berry's Chapel is a relatively small wastewater utility with limited resources. However, despite its size, Berry's Chapel has, upon advice of counsel, taken a number of sophisticated (if ultimately unsuccessful) legal positions that have required the TRA to address unique and complicated issues. At the time of its incorporation, Berry's Chapel asserted that as a mere nonprofit corporation it was exempt from TRA regulation. This issue of first impression was litigated all the way to the Tennessee Court of Appeals by Berry's Chapel. More recently, in Docket No. 11-00065, Berry's Chapel engaged in extensive and ultimately unsuccessful litigation in an attempt to have the TRA approve a settlement agreement between the utility and the TRA Party Staff that would have drastically reduced the amount of refunds to customers for illegal charges. In that docket, Berry's Chapel took the position that it could settle with the TRA Party Staff as to the amount of refunds and that the Consumer Advocate's consent to the settlement was not necessary. The TRA found that the TRA Party Staff was without the authority to enter in to such a settlement, thus denying the proposed settlement agreement.

Now, in the present case, Docket No. 14-00004, as a result of the fact that Berry's Chapel voluntarily chose to organize itself as a nonprofit corporation with members, the TRA may be faced with the issue of whether the members or directors have properly authorized the filing of the rate case.

The requested additional discovery is intended to address this issue as soon as possible in order to avoid another possible waste of resources.

CONCLUSION

For of the foregoing reasons, the Consumer Advocate asks that the Authority grant its *Motion for Leave to Ask Additional Discovery Requests*.

RESPECTFULLY SUBMITTED

Vance L. Broemel

VANCE L. BROEMEL (BPR #11421)

Senior Counsel

Office of the Attorney General

Consumer Advocate and Protection Division

P.O. Box 20207

Nashville, Tennessee 37202-0207

(615) 741-8733

Dated: _____, 2014.

February 27

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:

Henry Walker
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203

This the 27th day of February, 2014.

Vance L. Broemel
VANCE L. BROEMEL

FILE

RECEIVED
STATE OF TENNESSEE

**ARTICLES OF AMENDMENT TO THE
CHARTER
OF**

2011 MAR 24 PM 3

BERRY'S CHAPEL UTILITY, INC.

THE HANCOCK
SECRETARY OF STATE

Pursuant to the provisions of Section 48-60-105 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is Berry's Chapel Utility, Inc.
2. The text of the amendment to paragraph 6 of the corporation's charter adopted is:
 6. This corporation will have members.
3. This amendment was duly adopted on March 11, 2011 by the board of directors without members' approval, as such was not required.
4. Additional approval of the amendment by anyone other than the board of directors is not required.

DATED this 11th day of March, 2011.



Tyler L. Ring, Director - President



STATE OF TENNESSEE
Tre Hargett, Secretary of State

Division of Business Services

William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Berry's Chapel Utility, Inc.

321 Billingsly Court
Suite 4
Franklin, TN 37065

March 24, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 635712 Status: Active

Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 401534

Filing Fee: \$20.00

Payment-Cash - Berry's Chapel Utility, Inc., Franklin, TN

\$20.00

Amendment Type: Articles of Amendment

Image # : 6857-1015

Filed Date: 03/24/2011 3:45 PM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Cynthia Dunn

**BERRY'S CHAPEL UTILITY, INC.
321 BILLINGSLEY COURT, SUITE 4
FRANKLIN, TN 37067
PHONE: 615/790-3632 FAX: 615/599-0797**

March 30, 2011

Re: Becoming a Member of Berry's Chapel Utility, Inc., a Member-Owned Utility Cooperative

Dear Customer:

As President of Berry's Chapel Utility, Inc., I am writing you to respectfully request that you become a member of Berry's Chapel Utility, Inc. Berry's Chapel has revised its corporate charter and is now a member-owned, not-for-profit utility cooperative. This cooperative, under the leadership of a member-elected board of directors, will have controlling authority over the operation of your sewer collection and treatment system.

The present board of directors of Berry's Chapel has carefully considered the merits of becoming a cooperative for some time. We encourage you to review the following information regarding the structure and function of the cooperative, and then complete the enclosed application to become a member. We also invite you to attend the first membership meeting of the cooperative on May 9, 2011, at Walnut Grove Elementary School at 7:00 p.m. If you are interested in serving on the new member-elected board of directors of the cooperative and willing to have your name placed in nomination for election to the new board, please do so on the membership application.

What is Berry's Chapel Utility, Inc.?

Berry's Chapel Utility, Inc. acquired the sewer system of Lynwood Utility Corporation on September 1, 2010. Today, Berry's Chapel provides quality wastewater treatment services to approximately 850 customers in three communities while environmentally protecting the Harpeth River watershed.

Since 2002, more than \$2,144,000 has been invested in the plant, equipment and collection system of Berry's Chapel to ensure stability of the sewer system. Berry's Chapel also has worked diligently to successfully comply with the strict environmental regulations of the Tennessee Department of Environment and Conservation (TDEC) as they relate to the Harpeth River watershed.

Why is Berry's Chapel Utility, Inc. making this change?

In the face of sharply higher operating costs, ongoing capital improvements to the sewer system and increasingly burdensome regulatory costs, management believes that change in the structure of the utility is the most appropriate course of action for the utility. Environmental regulations from the TDEC as they relate to the Harpeth River watershed continue to become more stringent which increases the utility's costs to operate. Regulatory costs for the Tennessee Regulatory Authority average \$10,000 - \$12,000 annually. A rate proceeding to change rates costs the utility \$30,000 - \$35,000 in regulatory costs. These regulatory costs are paid by you through your sewer rates. Over the near term, this change will enable our utility to meet the financial stability requirements of the TDEC. Longer term, we are confident that the benefits derived from the cooperative will be in the best interest of our customers. With this new structure, the cooperative will have autonomous control over the operation of its wastewater treatment services and be exempted from all regulations other than those set forth by the TDEC.

What will be the structure of the new cooperative and how will it function?

The new cooperative will be owned by the present customers of Berry's Chapel Utility who join the cooperative as members, with each member having equal ownership (husbands and wives shall have one joint ownership with a single vote). The new cooperative will be governed by a board of directors elected by members. The goal of the cooperative will be to provide the best service to its members and customers at the lowest possible cost.

Will excess revenues be reinvested in the utility? Who makes this decision?

Any excess revenue over expenses for the year derived from the cooperative's operation will be either reinvested in its infrastructure or used to reduce rates. The board determines which of these applications will occur.

What will it cost to become a member of the new cooperative?

There is no charge to be a member of the new cooperative. Any customer of Berry's Chapel may become a member by completing the enclosed membership application.

How many directors will be elected and how long is a director's term of office?

Five directors, each elected by the members, will serve on the new cooperative. Each director's term of office will be one year.

Will the present management team of Berry's Chapel Utility be retained to operate the utility?

This will be the decision of the new board of directors.

Who will establish sewer service rates?

The cooperative's rates will be set by its board of directors.

As a non-profit entity, will the cooperative have access to government grants?

The cooperative may have the ability to apply for various government grants for which it is not eligible under its current corporate structure. If obtained, such grants could reduce the future costs of operations and positively impact future rates set by the cooperative's board of directors.

Will the cooperative be subject to Federal taxes?

The cooperative will be exempt from Federal taxes after most of its customers become members, and the cooperative receives at least 85% of its revenues from its members.

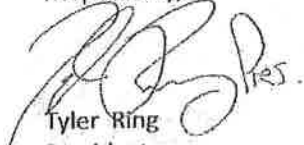
Every customer should vote for membership in the cooperative

We believe operating the utility as a member-owned cooperative presents the most sustainable strategy to reduce regulatory complexities and costs and allow the utility fewer distractions as it seeks to provide customers with the best possible wastewater treatment services.

We believe that every customer should become a member of this cooperative and encourage your neighbors to do the same so you will have a say in how the utility, which provides your sewer service, is run. This will include the setting of rates.

We appreciate your interest and look forward to receiving your ballot and to seeing you at the meeting on May 9. In the meantime, please do not hesitate to contact us directly should you have any questions.

Respectfully,


Tyler Ring
President



RECEIVED

2013 JAN 15 PM 12:09

Henry Walker
Direct: 615.252.2363
Fax: 615.252.6363
hwalker@babc.com

T.R.A. DOCKET ROOM

January 14, 2013

Sharla Dillon
Dockets and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

RE: 12-00046
12-00046

Dear Sharla:

Please accept for filing the attached management contract between Utility Consultants of TN, Inc. and Berry's Chapel Utility, Inc.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:

A handwritten signature in dark ink, appearing to be 'H Walker', written over the printed name 'Henry Walker'.

Henry Walker

HW/mkc
Enclosure

cc: Shiva Bozarth
Ryan McGehee

MANAGEMENT CONSULTANT AGREEMENT

This Management Consultant Agreement is entered into this 1st day of January, 2013, by and between Utility Consultants of TN, Inc., a Tennessee corporation (the "Consultant"), and Berry's Chapel Utility, Inc. (the "Utility").

RECITALS

Whereas, Tyler Ring and Scott Davis are employees of Consultant, have been responsible for managing the day-to-day operations of Utility for several years as President and General Management of the Utility and of Lynwood Utility Corporation before its merger into Utility.

Whereas, the Utility has become a Tennessee nonprofit corporation with members which shall elect a new board of directors and new officers upon the initial meeting of the members;

Whereas, the Tennessee Regulatory Authority ("TRA") has requested that the Utility enter into a three year management consultant agreement to continue the facility management, managerial and accounting services to ensure the long term stability of the Utility's operations;

Whereas, the Utility desires to continue to use the services of Tyler Ring and Scott Davis through Consultant in the management of the Utility because of their knowledge and experience in the operation of the Utility's sewer treatment and collection system; and

Whereas, Tyler Ring and Scott Davis have formed or will form Consultant as a management consulting company to provide consulting services, including consulting services for sewer utilities.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Management Consulting Services. Utility agrees to hire Consultant as a management consultant to provide the advisory, management and consulting services described in Sections 2 and 3 of this Agreement.

2. Management of Day-to-Day Operations (the "Services").

(a) During the term of this Agreement, Consultant agrees to provide management and consulting services to the Utility to assist it in managing the day-to-day operations of the Utility's sewer treatment and collection system. These services will initially be provided by Tyler Ring and Scott Davis as employees of Consultant.

(b) The Consultant will manage the following tasks for Utility's sewer system:

- (1) creating, monitoring and maintaining the Utility's financial budgets and reviewing the Utility's financial statements;
- (2) conducting all inventory and ordering all supplies needed for the sewer system;
- (3) performing all estimating and negotiations for repairs, maintenance and improvements for the Utility's laboratory, treatment plant and collection system;
- (4) tracking and maintaining all data analysis for effective decision making for the Utility's system;
- (5) overseeing the performance and recording of daily lab analysis for effective permit parameter management;
- (6) overseeing the creation, monitoring and submission of all monthly operating reports and discharge monitoring reports; and
- (7) performing all training of new employees and independent contractors used in the Utility's day-to-day operations.

(c) The Consultant shall recommend the hiring and retention of employees and independent contractors to the Utility's board of directors to perform the following functions for the Utility and, the Consultant shall oversee and manage the work of these employees and independent contractors for the Board:

- (1) certified operators as necessary to operate the Utility's sewer treatment and collection system and to meet the requirements of the Tennessee Department of Environment and Conservation (TDEC) for the operation of the Utility's sewer treatment and collection system;
- (2) proper maintenance of the Utility's sewer treatment plant and collection system;
- (3) customer service for the Utility's customers;
- (4) construction of Utility infrastructure;
- (5) billing and collection;
- (6) bookkeeping and accounting services;
- (7) engineering services;

- (8) legal services;
- (9) any other services the Consultant deems appropriate for the day-to-day operation of the Utility's sewer system

(d) The Utility's board of directors shall hire the Utility's employees and independent contractors taking into consideration the recommendations of the Consultant. The Utility's board of directors shall be responsible for establishing the terms and conditions of employment and evaluating the job performance of the Utility's employees taking into account the reports and recommendations of the Consultant on each employee's work. The board of directors shall be responsible for modifying, changing or terminating the Utility's agreements with independent contractors taking into account the reports and recommendations of the Consultant on the services being provided. While the Utility's board of directors will consider the Consultant's reports and recommendations, the Utility's board of directors is not required to follow the Consultant's recommendations and will exercise its own independent judgment in making decisions for the Utility on the matters set forth in this Section.

(e) The Consultant shall not be responsible for the means, manner or methods by which the employees and independent contractors perform the work for which they are hired. The independent contractors hired by the Utility will be responsible for performing the work and services they provide and shall be responsible for meeting their contractual obligations with the Utility.

(f) The Consultant shall prepare for and attend four meetings of the Utility's board of directors a year.

3. Additional Services. Upon request the Consultant will provide the following services in addition to the Services:

(a) work to obtain and or renew any permits for the Utility's operations including the Utility's NPDES permit;

(b) work in connection with any proceeding before the TRA including rate cases, regulatory compliance proceedings, enforcement proceedings and any other regulatory proceeding;

(c) work in connection with any proceeding before the TDEC or any boards working under TDEC's purview;

(d) work in connection with discussions or negotiations with any other environmental or utility organizations or administrative agency proceedings or court cases;

(e) work in connection with any capital improvement project in excess of \$10,000;
and

(f) work when emergencies in the operation of the Utility's sewer treatment and collection system when the Utility's employees or independent contractors are unable or unwilling to take the necessary steps to fully address an emergency.

4. Limits on Purchases and Contracts. Consultant is hereby authorized to make purchases and enter into contracts of \$10,000 or less without the board of directors' approval. The Utility shall authorize one of its Board members or a District employee to sign checks and to authorize payments for the sewer system.

5. Compensation.

(a) In consideration for performance of the Services, the Utility agrees to pay the Consultant a monthly fee of \$4,500.00.

(b) In consideration for its performance of the Additional Services set forth in Section 3, the Utility agrees to pay the Consultant hourly rates for all time worked as follows:

Tyler Ring	\$75.00 per hour
Scott Davis	\$45.00 per hour.

In the alternative, the Utility and the Consultant may agree upon a flat rate fee for performing any of the Additional Services. Unless the parties agree upon a flat rate fee for performing an Additional Service, the hourly rates set forth in this subsection 5(b) will be paid to the Consultant for the Additional Services.

(c) Utility agrees to reimburse the Consultant's employees for the use of personal vehicles performing the Services and Additional Services at the rate approved by the Internal Revenue Service as well as the reimbursement of any other out-of-pocket expenses.

(d) On the anniversary date of the effective date of this Agreement, the flat monthly rate set forth in subsection 5(a) and the hourly rates set forth in subsection 5(b), shall be increased by a percentage equal to the percentage of increase of the Consumer Price Index for All Urban Consumers (US), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics during the preceding twelve (12) month period.

(e) Utility shall reimburse Consultant for its administrative fees and expenses of operation, to include but not limited to, costs of incorporation, annual filing fees, preparation of organizational documents, preparation of tax returns, licenses, franchise and excise fees and reasonable attorneys fees incurred therefor.

6. Billing for Services. The Consultant shall provide the Utility with an invoice by the 5th day of each month for any flat monthly fee for services set forth in Section 2 for that month and for charges for Additional Services performed under Section 3, including any mileage or other expense reimbursement, for the previous month. The Utility shall pay the Consultant by the 15th day of the month.

7. Indemnity, Liability and Insurance.

(a) Utility agrees to defend, indemnify and hold harmless the Consultant, its officers, directors, members and employees, from and against any liability or damage for property damage or bodily injury, including death, which may arise from all causes of any kind, other than the Consultant's willful misconduct or the Consultant's default under this Agreement, including the reimbursement of the reasonable attorney's fees and litigation expenses the Consultant incurs to defend against any such claims.

(b) The Utility shall be liable for any fines or civil penalties imposed by any regulatory or enforcement agencies for violations by the Utility's sewer treatment and collection system of the rules and regulations of TDEC, any federal agency or local government agency or of Tennessee law, federal law or local law. The Utility shall be liable for those fines or civil penalties imposed by any federal, state or local government regulatory or enforcement agency related to the Utility's provision of sewer service or related to any of the Utility's property that are not a result of Consultant's willful misconduct. The Utility shall defend, indemnify and hold harmless the Consultant from the payment of any such fines and/or civil penalties, including the reimbursement of the reasonable attorney's fees and litigation expenses the Consultant incurs to defend against any such claims.

(c) The Consultant shall not be liable to the Utility for any indirect, incidental, aggravated, exemplary, punitive or consequential damages incurred the Utility, whether brought on an action for breach of contract, breach of warranty, tort, strict liability, or otherwise and irrespective of whether caused or allegedly caused by the Consultant's negligence or willful misconduct and none shall be awarded by any tribunal against the Consultant.

(d) The obligation to defend, indemnify and hold harmless the Consultant in this Section are intended to survive the termination, cancellation, completion or expiration of this Agreement shall continue as valid and enforceable obligations of the parties, notwithstanding any such termination, cancellation, completion or expiration.

(e) The Utility shall include Consultant's employees in its workers' compensation and employer's liability insurance policy and pay any premiums which such coverage may require.

(f) The Utility shall provide for coverage for Consultant and its directors and officers under the Utility's directors and officers insurance policy. In the event the Utility cannot include Consultant and its directors and officers in the Utility's directors and officers insurance policy, the Utility agrees to pay the premiums for Consultant and its directors and officers to obtain similar coverage.

(g) The Utility shall continue to maintain and keep in force all other insurance coverage for the Utility as is being provided on the date of this Agreement.

8 Term, Termination and Default

(a) The initial term of this Agreement shall be three (3) years commencing on the effective date of this Agreement.

(b) Utility may terminate this Agreement for a material breach of or default under the Agreement by the Consultant but only after giving the Consultant written notice of breach and allowing the Consultant sixty (60) calendar days to cure or commence taking reasonable steps to cure the breach.

(c) In the event of a breach by the Utility of non-payment of the Consultant's invoices, the Consultant may terminate this Agreement immediately.

(d) In the event the Utility refuses to follow any recommendation or course of action of the Consultant in the operation of the sewer treatment and collection system which the Consultant, in its sole discretion, believes will violate or will lead to the violation by the Utility, of the Utility's NPDES permit, any TDEC or any other federal, state or local administrative agency rules and regulations or federal, state or local law, the Consultant may terminate this Agreement immediately upon giving notice to the Utility of such violation or any potential violation.

(e) Consultant may terminate this Agreement, with or without cause, at its sole discretion, upon giving Utility thirty (30) days prior written notice of such termination.

9. Transition of Management To Member Elected Board. The Consultant agrees to assist the Utility's current board of directors to transition its board responsibilities to a member elected board during 2013.

10. Permissible Activities. Nothing herein shall in any way preclude the Consultant or its officers, employees, agents, representatives or members from engaging in any business activities or from performing services for its or their own account or for the account of others.

11. Relationship of Consultant and Utility. The parties agree and acknowledge that the relationship of the Consultant to the Utility established by this Agreement is that of independent contractor.

12. General Provisions.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee is located without giving effect to the conflict of laws rules or other rules that might render such law inapplicable or unavailable. Any legal proceeding to enforce this Agreement shall be filed in a court of competent jurisdiction in Williamson County, Tennessee.

(b) Neither party shall assign this Agreement without the prior written consent of the other party.

(c) This Agreement is the entire Agreement between the Parties and supersedes all other agreements, whether written or verbal, between the Parties on the subject matter of this Agreement. This Agreement may not be modified or amended except by written instrument signed by authorized representatives of both Parties.

(d) Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of any subsequent breach of the same provision or condition.

(e) If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

WHEREFORE, this Agreement has been entered into the day and year first above written.

Utility Consultants of TN, Inc.

By:

 Pres.
Tyler L. Ring, President

BERRY'S CHAPEL UTILITY, INC.

By:

 Pres.
Tyler L. Ring, President

F:\DAB\Utility Consultants\Management Consultant Agreement.docx

TENNESSEE REGULATORY AUTHORITY



460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Shiva.Bozarth@tn.gov

January 23, 2013

Henry Walker, BPR No. 272
Bradley Arrant Boulton Cummings
1600 Division Street, Suite 700
Nashville, Tennessee 37203

Re: Berry's Chapel Utility Inc. TRA Docket No. 12-00046

Dear Henry:

Investigative staff has reviewed the Management Contract filed by Berry's Chapel Utility, Inc. on January 15, 2013. Investigative staff has determined that it meets the requirements set forth in the Tennessee Regulatory Authority's July 17, 2012, Order Approving Transfer of Authority Nunc pro Tunc in Docket No. 12-00046. If you have any questions please do not hesitate to contact me.

Sincerely,

Shiva K. Bozarth
Legal Counsel