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March 9, 2016

Tennessee Regulatory Authority  
Chairman Herbert Hillard  
500 Deaderick St., 4<sup>th</sup> Floor  
Nashville, TN 37243

RE: Docket 12-00077 and 15-00118

Mr. Chairman:

I represent the interests of over 120 water customers currently being operated by Receivership Management Inc., operators of the Laurel Hills Water System. As you are aware, this water system was placed into voluntary receivership (Docket 12-00077) after the conclusion of the rate/CCN case (Docket 12-00030). Docket 12-00077 was initially closed, but then reopened after Laurel Hills and Moy Toy, LLC failed to fully execute the Receivership Agreement. Docket 15-00118 (Show Cause) was then subsequently opened against Moy Toy, LLC.

As part of the executed Receivership Agreement, the water tower and parcel were to be turned over to the Receiver, which we now understand has occurred. During the negotiation of the Agreement, Moy Toy, LLC placed a series of unusual and unacceptable restrictions on the use of the water tower which shall run with the land/deed. These restrictions include such items as no fencing, no structures, specific paint colors and lettering, etc. The Customers, as well as other officials and agencies attempted to *relate the importance of transferring this asset without restriction, but neither we, nor the Consumer Advocate Division* were allowed to intervene on behalf of the customers in docket 12-00077. This inability to intervene was harmful to the overall process, and was the subject of several other letters dispatched to the Authority for consideration.

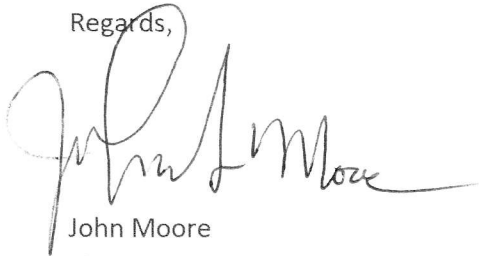
These restrictions are very onerous to the full, efficient and proper use of the tower and land, not only to the Customers, but to the Receiver, local municipalities and the water utility. I have asked officials from Cumberland County, Crab Orchard Utility District and Receivership Management to author their own specific objections to these restrictions under separate cover, but I can summarize some of the issues here. Obviously a fence is required for safety and security; obviously some sort of structure is required to house pumps and generators; and I would suspect that the Receiver's ability to sell the water system and/or the likelihood of Crab Orchard Utility District taking and operating the water system, would be severely hampered by these onerous restrictions. In addition, the tower's elevation, approaching 3000', makes it an obvious location for placement of municipal emergency communications systems.

It has come to the Customer's attention that since dockets 12-00077 and 15-00118 remain open at this time, there is still a chance the Authority may act to rectify this situation on behalf of all parties. Since the Customers, or any other party, cannot intervene in these dockets, it is our intention to relate the importance of removing these restrictions through correspondence from all affected parties. Should the Customers elect to form a cooperative association to operate the water system, we too would find these restrictions very problematic. We strongly urge the Authority to reconsider revisiting and removing these critical deed restrictions while Dockets 12-00077 and 15-00118 remain open.

Again, without the assistance of the TRA, this critical water system would have gone another 42 years without resolution in regards to its user's needs, however TRA intervention in this matter is absolutely critical to any final resolution of the water system.

I request that this correspondence be made a part of the public record in Docket 12-00077 and 15-00118.

Regards,

A handwritten signature in black ink, appearing to read 'John Moore', with a stylized flourish extending to the right.

John Moore  
The Customers