

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

2017 AUG 24 PM 3:08

IN RE:

T.N.U.C. LOCKET ROOM

**COMPLAINT OF MILCROFTON UTILITY)
DISTRICT AGAINST JOHN POWELL,)
KING'S CHAPEL CAPACITY, LLC, ASHBY)
COMMUNITIES, LLC, AND/OR)
NON-POTABLE WELL WATER, INC.)**

Docket No. 17-00013

**FIRST DISCOVERY REQUEST OF JOHN POWELL, KING'S CHAPEL CAPACITY,
LLC, ASHBY COMMUNITIES, LLC, AND NON-POTABLE WELL WATER, INC.
TO MILCROFTON UTILITY DISTRICT**

To: Benjamin A. Gastel, Esq.
Counsel for Milcrofton Utility District
Branstetter, Stranch & Jennings, PLLC
223 Rosa Parks Ave., Suite 200
Nashville, TN 37203

This First Discovery Request is hereby served upon Milcrofton Utility District (MUD), pursuant to Rules 26, 33, 34 and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Reg. 1220-1-2-.11. John Powell, King's Chapel Capacity, LLC, Ashby Communities, LLC, and Non-Potable Well Water, Inc. (the Respondents) request that full and complete responses be provided pursuant to the Tennessee Rules of Civil Procedure. The responses are to be produced at the Office of Evans, Jones & Reynolds, Suntrust Plaza, 401 Commerce Street, Suite 710, Nashville, Tennessee 37219, c/o Phillip Jones, on or before 4:00 p.m. (CDT), September 6, 2017.

PRELIMINARY MATTERS AND DEFINITIONS

These discovery requests are to be considered continuing in nature, and are to be supplemented from time to time as information is received by MUD and any MUD affiliate which would make a prior response inaccurate, incomplete, or incorrect.

To the extent that the data or information requested is incorporated or contained in a document, please identify the document.

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

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

The following terms shall be defined as set forth for this discovery request:

- (a) “Affiliate” shall mean any entity that controls, is controlled by, or is under common control with MUD. For the avoidance of doubt, any member or entity

that would be considered to have a financial, ownership, or other interest in MUD, and any other direct or indirect subsidiary, joint venture, corporation, firm, company, sole proprietorship, partnership, business, unincorporated association, or other entity of any sort whatsoever in which MUD has at least a 50% interest in, or otherwise controls by agreement or other means or method, shall be deemed an affiliate.

- (b) “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the discovery request inclusive rather than exclusive
- (c) “Communication” shall mean any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to personal conversations, telephone conversations, letters, memoranda, telegrams, electronic mail, newsletters, recorded or handwritten messages, meetings and personal conversations, or otherwise.
- (d) “Document” shall have the broadest possible meaning under applicable law. “Document” shall mean any medium upon which intelligence or information can be recorded or retrieved, such as any written, printed, typed, drawn, filmed, taped, or recorded medium in any manner, however produced or reproduced, including but not limited to any writing, drawing, graph, chart, form, letter, note, report, electronic mail, memorandum (including memoranda, electronic mail, report, or note of a meeting or communication), workpaper, spreadsheet, photograph, videotape, audio tape, computer disk or record, or any other data compilation in any form without limitation, which is in your possession, custody or control. If

any such document was, but no longer is, in your possession, custody or control, please state what disposition was made of the document and when it was made.

(e) “Identify” with respect to:

- i. Any document, shall mean to state the type of document (e.g., letter), the title, the subject matter, the date the document bears and the date it was written;
- ii. Any legal person, business entity or association, shall mean to state the full name, telephone number, e-mail address, and last known physical and mailing address of such person or entity;
- iii. Any person, shall mean to state the full name, telephone number, e-mail address, and the last known physical and mailing address of the business of the person and that person’s relationship, whether business, commercial, professional, or personal with you; and
- iv. Any oral communication, shall mean to state the date when and the place where it was made, the name and physical and mailing address of the person who made it, the name and physical and mailing address of the person or persons who were present or who heard it, and the substance of such oral communication.

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

(g) “MUD” shall mean Milcrofton Utility District.

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

(i) “Relates to” shall mean constitutes, contains, records, discusses, summarizes, discloses, and/or refers to, in whole or in part.

(j) “You” or “your” or “MUD” shall mean Milcrofton Utility District and all affiliates, employees, agents, attorneys, representatives or any other person acting or purporting to act on its behalf.

(k) The singular shall include the plural, and vice-versa, where appropriate.

FIRST DISCOVERY REQUESTS

1. Provide the letter, date, and list of customers that MUD has denied irrigation to by instructing those customers not to irrigate with Milcrofton water.

RESPONSE:

2. Provide a list of all current MUD commissioners/board members of the district who either orally or by writing instructed Mr. Powell to proceed with connecting the Respondent's water well system to homeowners for irrigation purposes.

RESPONSE:

3. Provide all board minutes relating to MUD's 2008 acquisition of the service territory of Kings Chapel Community from Nolensville/College Grove Utility District.

RESPONSE:

4. Provide a copy of all MUD letters, and agreements *to* Mr. Powell, Ashby Communities and Nolensville/College Grove Utility District relating to the 2008 acquisition of the service territory of Kings Chapel Community from Nolensville/College Grove Utility District. In addition, provide a copy of all letters *from* Nolensville/College Grove Utility District to MUD regarding this transfer.

RESPONSE:

5. Provide a copy of the letter dated August 20, 2014 that was sent by MUD to Williamson County for the development known as Kings Chapel regarding Section 8.

RESPONSE:

6. Provide a copy of the fee letter dated May 17, 2016 sent by MUD to Mr. John Powell related to Section 8 of the Kings Chapel development.

RESPONSE:

7. Provide a copy of all subsequent water letters sent by MUD to other residential developments, businesses or individuals since August of 2014, that would have an effect on MUD's water flow throughout the district.

RESPONSE:

8. Provide a copy of all flow and volume water models that exist for MUD from 2014 to present.

RESPONSE:

9. Provide a copy of all fee letters sent and subsequently paid by any of the respondents since 2003.

RESPONSE:

10. Provide a copy of the letter sent to Williamson County by MUD on May 8th, 2008 that details additional property by sections included within the Kings Chapel development.

RESPONSE:

11. Provide a copy of all residential water letters that have an initial date from Milcrofton, and then a revised date from Milcrofton because of either a change in circumstance or meaning of the original letter.

RESPONSE:

12. Explain in detail why MUD provided letters to their customers requesting that they refrain from using water for irrigation purposes. Specifically indicate if this remediation request is issued for pressure volume, fire protection or a combination of both. Please include a copy of these letters.

RESPONSE:

13. Is it true that MUD tendered a letter to Williamson County dated August 20, 2014 stating that water was available for Section 8 of Kings Chapel? If so, provide a copy of this letter.

RESPONSE:

14. When did MUD first inform the Respondents that there was no water available for Section 8 of Kings Chapel as platted by Williamson County in accordance with the water letter given in 2014? Provide a copy of this communication.

RESPONSE:

15. Provide a copy of the MUD letter dated May 17th, 2016 addressed to Mr. Powell concerning water fees for Section 8 of Kings Chapel. Does this letter state that adequate water is not available for Section 8 as previously platted?

RESPONSE:

16. Is it true that MUD, it's staff, attorney and commissioners refused to answer a question presented to its board on August 23th 2017 by Kings Chapel's attorney regarding whether Milcrofton currently has the water to serve Section 8 of Kings Chapel? If so, explain MUD's refusal to provide this response.

RESPONSE:

17. Does MUD currently have the capacity to provide water service for the platted Section 8 of Kings Chapel and future sections? Provide a copy of all calculations supporting your response.

RESPONSE:

18. Is it true that Nolensville College Grove Utility District ceded the service territory encompassing the King's Chapel subdivision to MUD because they did not have immediate and adequate water flow in 2008 as evidenced by emails sent from Mr. Powell and Don Scholes?

RESPONSE:

19. Is it true that MUD took over the service territory encompassing the King's Chapel subdivision because it had immediate and adequate flow in 2008 to provide water service to this area? Is it also true that Nolensville Water District did not have adequate water flow in 2008 to provide water service and as a result, this service territory was ceded to MUD at that time?

RESPONSE:

20. In detail describe the meaning of any contingency of water service that exists in the May 28th 2008 letter tendered by MUD to Williamson County and explain in detail if those upgrades have been made?

RESPONSE:

21. Identify and list all pending residential developments or land that MUD anticipates providing service to in the next 24 months. In addition, identify the ownership interest (direct or indirect) in these developments by any current or previous MUD commissioner.

RESPONSE:

22. Provide a copy of any conversation that the MUD staff, employees, commissioners or council have had with Nolensville College Grove Utility District, either independently or

through council, regarding the Respondents by letters, emails, or phone calls or in person?

RESPONSE:

23. Provide a copy of all MUD communications involving current, past (within the last 4 years) or future developments including without limitation, those requesting, inquiring and/or regarding water service within your district.

RESPONSE:

24. Does MUD and Nolensville Utility District utilize the same law firm in their Board Meetings to render legal opinions regarding their obligations to the Respondents?

RESPONSE:

25. Provide a copy of any written "Conflict Waivers" signed by MUD regarding legal representations.

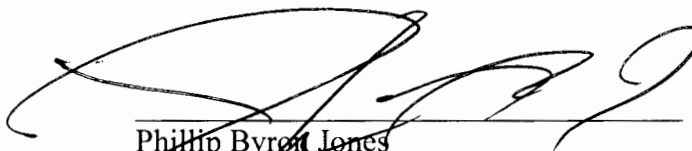
RESPONSE:

26. Provide the detailed reasons why MUD refuses to relinquish the water district involving Kings Chapel back to Nolensville, who can currently provide service to Kings Chapel at a reasonable cost while MUD cannot.

RESPONSE:

27. Provide a detailed list and location including elevation of all fire hydrants in the District Area operated by MUD.

RESPECTFULLY SUBMITTED,



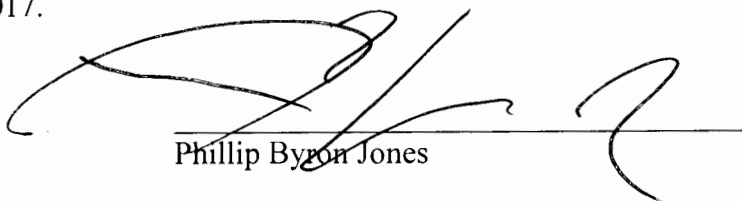
Phillip Byron Jones
Evans, Jones, and Reynolds
Suntrust Plaza
401 Commerce St., Suite 710
Nashville, Tennessee 37219
615-259-4685
pjones@ejrlaw.com

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:

Benjamin A. Gastel, Esq.
Branstetter, Stranch & Jennings, PLLC
223 Rosa Parks Ave., Suite 200
Nashville, TN 37203

This the 24th day of August, 2017.



Phillip Byron Jones