

G. Everett Sinor, Jr.
Attorney at Law

November 16, 2017

Ms. Sharla Dillon
Dockets and Records Manager
Tennessee Public Utility Commission
Andrew Jackson Building
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

RE: *TPUC Docket No. 17-00098, In Re: Petition of Receivership Management, Inc., solely in its capacity as Receiver of the Laurel Hills Water System in Receivership for a Provisional Certificate of Convenience and Necessity — Notice of Filing of Tariff by the Laurel Hills Water System in Receivership*

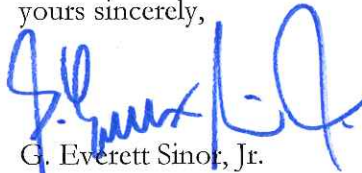
VIA UNITED STATES FIRST CLASS MAILS & ELECTRONIC MAIL

Dear Ms. Dillon:

Please find enclosed herewith an original and four (4) copies of a notice of filing of tariff by the Laurel Hills Water System in Receivership in the above-styled matter. Should you have any questions, please do not hesitate to contact me.

Thanking you for your consideration of this matter, I remain,

yours sincerely,



G. Everett Sinor, Jr.
Attorney at Law

Enclosures

cc: Aaron Conklin, Esq.
Scott D. Hall, Esq.
Roger York, Esq.
Vance L. Broemel, Esq. & Daniel P. Whitaker, III, Esq.
James L. Gass, Esq.
Gregory C. Logue, Esq. & Daniel J. Moore, Esq.

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

IN RE:

PETITION OF RECEIVERSHIP MANAGEMENT,
INC., SOLELY IN ITS CAPACITY AS RECEIVER
OF THE LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP FOR A PROVISIONAL
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY

DOCKET NO.
17-00098

PETITIONER'S NOTICE OF FILING OF TARIFF BY
THE LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP

COMES NOW, the petitioner, Receivership Management, Inc. solely in its capacity as Receiver of the Laurel Hills Water System [hereinafter the "Petitioner"], and provides notice of the filing with the Tennessee Public Utility Commission [hereinafter the "Commission"] of the tariff of the Laurel Hills Water System in Receivership [hereinafter the "LHWS"], which is attached hereto, and states that this notice shall be considered the tariff filing of the LHWS with the Commission.

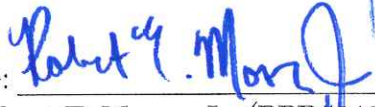
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DATED: November 16, 2017.

Respectfully submitted,

Receivership Management, Inc., solely in its
Capacity as Receiver of the Laurel Hills
Water System in Receivership

By:


Robert E. Moore, Jr. (BPR#013600)
Chief Operations Officer
Receivership Management Inc.
1101 Kermit Drive, Suite 735
Nashville, Tennessee 37217
615.370.0051 (Phone)
615.373.4336 (Facsimile)
rmoore@receivermgmt.com (email)
*Court Appointed Receiver for
Laurel Hills Water System*


G. Everett Sinor, Jr. (BPR #017564)
Attorney at Law
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204
615.969.9027 (Phone)
Everett.Sinor@gmail.com (email)

*1/17 J. Sinor
by permission
granted on 11/14/17*

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing notice has been served upon the parties hereto and the other persons listed below, at:

Aaron Conklin, Esq.
Staff Attorney
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

James L. Gass, Esq.
Ogle, Gass & Richardson
Counsel for Laurel Hills Condominiums
Property Owners Association
103 Bruce Street
Sevierville, Tennessee 37862

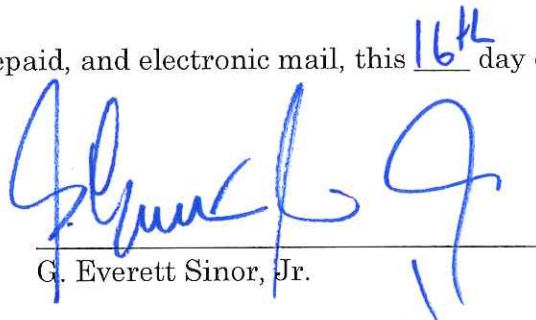
Scott D. Hall, Esq.
Counsel for Moy Toy, LLC
Counsel for Terra Mountain, LLC
374 Forks of the River Parkway
Sevierville, TN 37862

Vance Broemel, Esq.
Daniel P Whitaker, III, Esq.
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Gregory C. Logue, Esq.
Daniel J. Moore, Esq.
Wolf, McClane, Bright, Allen & Carpenter
Counsel for Renegade Mountain Community Club
Post Office Box 900
Knoxville, Tennessee 37901

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

via the United States Mails, postage prepaid, and electronic mail, this 16th day of November, 2017.


G. Everett Sinor, Jr.

TARIFF

LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP
1101 Kermit Lane, Suite 735
Nashville, Tennessee 37217
615.370.0051

TPUC No. 1

ISSUED: November 16, 2017
By: Mr. Robert E. Moore, Jr., Issuing Officer

EFFECTIVE: January 17, 2017

TARIFF

OF

LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP

CONSISTING OF

RATES, TERMS, AND CONDITIONS

FOR WATER SERVICES

APPLYING TO SERVICE AREA IN

CUMBERLAND COUNTY, TENNESSEE

NO MODIFICATION OF THESE SCHEDULES SHALL BE MADE
EXCEPT FOR THE PURPOSE OF CANCELING OR SUPERSEDING
PREVIOUSLY ISSUED SCHEDULES

TARIFF

LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP

TPUC No. 1

ISSUED: November 16, 2017

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RULES AND REGULATIONS

1. DEFINITIONS

The following terms, wherever used in the tariff, shall be defined as set forth below:

Applicant. Any individual, firm, corporation, association, governmental unit or other person making a request for water service from the LHWS.

Availability of Water. Water of adequate quantity, quality and pressure is available at all times in a water main located within a distance that the Commission deems reasonable, whether or not water is actually taken from the LHWS by the Subscriber or Customer, and whether or not a service outlet is located inside the boundary of the property served.

Commercial Customer. A customer who uses property for commercial or public purposes.

Commission. The Tennessee Public Utility Commission.

Commission Rule. Any rule or regulation duly adopted by the Commission and applicable to water utilities under the Commission's jurisdiction.

Contributor. A person who requests a main extension and agrees to the terms of a water extension agreement.

Customer. Any individual, firm, corporation, association, governmental unit or other person furnished water by the LHWS.

Customer's Service Line. The connecting facilities extending from the LHWS's curb stop or shut-off valve at the property line to a point of water consumption, installed and maintained at the cost and expense of the Customer.

Discontinuance of Service. The disconnection of water at the Customer's request.

LHWS. The Laurel Hills Water System in Receivership.

Main. The water pipe owned, operated and/or maintained by the LHWS which is used for the purpose of transmission and/or distribution of water, but does not include the Customer Service Line or Utility Service Line, and is usually located in a public highway, street or private right-of-way.

Person. Any individual, corporation, partnership, cooperative, association, limited liability company, or other legally recognized entity.

TARIFF

LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP

TPUC No. 1

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Premise. (a) a single structure owned or leased by a Customer as one residence or place of business; or (b) a combination of structures owned or leased by a Customer, which is located on a single site, and such Customer constructs, operates and maintains on the site a secondary distribution system; such site may be composed of one (1) parcel or connecting or adjacent parcels of land, not separated by public streets or highways; or (c) each unit or a multiple-unit building wherein each unit is under separate ownership or lease; or (d) each unit or multiple-unit building wherein the Customer's Service Line for each unit is connected to a separate Utility Service Line; or (e) a building owned or leased by a Customer, having two (2) or more apartments, residences, offices, or suites of offices; or (f) a trailer park, area, or site in which space is rented, leased or used for the parking and occupancy of trailers, mobile homes or recreational vehicles.

Property. A single lot or subdivided parcel of land including improvements thereon, to which water service is provided or to which water service is available to be provided upon request.

Receivership Court Rate Order. The "ORDER INSTITUTING NEW RATE STRUCTURE AND NEW RATE", entered by the Cumberland County Chancery Court in Docket No. 2012-CH-560 on July 9, 2016, and attached hereto as Exhibit A.

Residential Customer. A Customer who uses a property for present or future residential purposes.

Subscriber. A Person who is a nonuser of the water service provided by the LHWS, but water service is available to the property of such Person.

Tap Fee. A non-recurring, non-refundable charge related to the cost of installing the Utility Service Line from the Main to the Customer's Premise and providing initial water service to the Customer.

Tariff. The entire body of effective rates, charges, rules and regulations, as set forth herein.

Termination of Service. The disconnection of water service NOT at the Customer's request.

Utility Service Line. The connecting facilities between the LHWS's distribution Main and the Customer's Service Line, generally consisting of a valve or corporation stop at the Main, piping water therefrom to the street curb line, terminating in a curb valve.

2. FILING, POSTING AND EFFECT.

2.1. **Tariff of the Utility.** A copy of this tariff comprising the rates, rules and regulations governing the provision of water services by the LHWS is on file with the Commission and is posted and

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available for inspection at the LHWS's office. These rates, rules and regulations are part of the contract with every Customer, and every Customer, by taking water service, agrees to be bound hereby.

2.2. **Commission Rules and Regulations.** The LHWS, in its operations, shall conform with all applicable rules and regulations promulgated from time to time by the Commission.

2.3. **Change in Rates, Rules and Regulations.** No schedule of rates, rules or regulations shall be changed or put into effect until the proposed change has been approved by the Commission, unless the change is exempt from such approval by statute or other provisions of law.

3. APPLICATION PROCEDURE FOR SERVICE, CHANGE IN CUSTOMER OR SERVICE.

3.1. **Apply for New Service.** Before new water service is provided by the LHWS, a prospective Customer shall contact the LHWS and request that service be provided. Service will be provided if the Applicant is in compliance with the LHWS's rules and regulations as set forth in this tariff.

3.2. **Contract for Utility Service.** The Customer's application, if accepted by the LHWS, and these Rules and Regulations, constitutes the contract between the Customer and the LHWS; and each Customer, by the taking of Utility Service, agrees to be bound thereby.

3.3. **Information to Customers.** The LHWS, when approving application for water service, will provide a copy of this tariff to the Customer.

3.4. **Customer's Duty to Notify the LHWS of Change in Service.** It shall be the obligation of each Customer to provide the LHWS with seven (7) days' notice of changes in service.

4. SERVICE CONNECTIONS.

4.1. **Tap Fee Requirements.** A tap fee will be required of each Customer in the amount of One Thousand Dollars (\$1000.00), consistent with the Receivership Court Rate Order.

4.2. **The LHWS Shall Establish All Connections to Its Lines.** The LHWS shall furnish and install, for the purpose of connecting its distribution system to the Customer's Premises, the service pipe from its Main to and including the curb stop or shut-off valve at or adjacent to the Customer's property line. The Utility Service Line shall be the property of the LHWS and be accessible to and under the control of the LHWS at all times.

4.3. **Customer Shall Establish Connection.** The Customer shall be responsible for furnishing and laying the necessary service pipe from the property line to the desired location(s) of consumption or collection, as the case may be. In addition, the Customer shall keep the service line in good repair at the Customer's expense.

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4.4. **The LHWS Shall Inspect All Installations of the Customer's Service Line.** The Customer shall notify the LHWS of the installation of the Customer's Service Line and the LHWS shall inspect the installation prior to its enclosure. In the installation of a Customer Service Line, the Customer shall leave the trench open and pipe uncovered until it is inspected by the LHWS and shown to be at proper depth, free from any tree or other interference, irregularity or defect. The Customer shall not make any change to or rebuild such service line without prior notice to the LHWS.

4.5. **Location.** The Customer's Service Line shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances.

4.6. **Customer Responsibility.** All leaks in a Customer's Service Lines from the curb to, and in and upon, the Customer's Premises, shall be promptly repaired by the Customer at the Customer's cost. It is the responsibility of the Customer to take every precaution to insure against the disruption of water service being furnished. Particular care must be taken to safeguard the Customer Service Line from fracture or other physical damage so as to prevent the entrance of foreign matter or materials into the water system. Prompt notice of any difficulty experienced in the utilization of water service is imperative in order that prompt attention may be given so as to alleviate conditions detrimental to health and sanitation considerations.

4.7. **Repair of Customer's Service Line.** The maintenance and repair of the Customer's Service Line is the responsibility of the Customer. Emergency repairs to the Customer's Service Line shall be performed by the Customer's agent or by the LHWS upon request. The LHWS shall render a bill for such service at the prevailing local rates based upon labor and materials and payment therefor shall be made by the Customer within thirty (30) days. On the Customer's failure to make necessary repairs within a reasonable time, the LHWS may disconnect water service to the property to prevent a public health hazard or prevent unnecessary leakage for the LHWS.

4.8. **Access to Property.** The LHWS shall have access at all reasonable hours to connections and other equipment and property of the LHWS located on the Customer's premises for purposes of installing, maintaining, operating, removing and/or replacing such connections, equipment and property.

5. BILLING AND PAYMENT.

5.1. **Time of Rendering Bills.** All bills shall be rendered at the first of the month, with payment due by the 15th of the month. The monthly charge for Customers is set forth in the Rate Schedule attached hereto. All Subscribers are considered Customers and must pay the Rate set forth in the Rate Schedule attached hereto, consistent with the Receivership Court Rate Order.

5.2. **Responsibility for Correct Customer Billing.** It is the responsibility of the Customer to notify the LHWS of the need for service or any change of service. The LHWS likewise has the

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responsibility to its Customers to regularly monitor the service area in order to advise potential Customers of the LHWS's existence and the services provided.

5.3. **Failure to Receive Bill.** The failure of a Customer to receive a bill shall not exempt the Customer from payment. The Customer shall be responsible to notify the LHWS within fifteen (15) days of the end of a billing period if no bill has been received, and the LHWS shall send a new bill to the Customer upon such notice.

5.4. **Payment by Check.** The LHWS, at its option for good cause, may refuse to accept a check tendered as payment on a Customer's account and require payment in cash.

5.5. **Adjustment of Bills – Customer Inadvertently Overcharged.** If the LHWS has inadvertently overcharged a Customer as a result of a misapplied schedule or any other human or machine error, the LHWS shall, at the Customer's option, credit or refund the excess amount paid by the Customer.

5.6. **Adjustment of Bills – Customer Inadvertently Undercharged.** If the LHWS has undercharged any Customer as a result of a misapplied schedule or any human or machine error, the LHWS may recover the deficient amount within a period of six (6) months.

5.7. **Complaints.** Complaints by Customers concerning the charges, practices, facilities, or services of the LHWS shall be investigated promptly and thoroughly. When the Commission has notified the LHWS that a complaint has been received concerning a specific account, the LHWS shall attempt to resolve said complaint with all deliberate speed.

6. TERMINATION OF SERVICE.

6.1. **Grounds for Termination of Service.** Service may be refused or discontinued only for the reasons listed below:

- 6.1.1. Without notice in the event of a condition determined by the LHWS to be hazardous.
- 6.1.2. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the LHWS's equipment or the LHWS's service to others.
- 6.1.3. Without notice when the LHWS has discovered clear and convincing evidence that by fraudulent means a Customer has obtained unauthorized water service or has diverted such service for unauthorized use.
- 6.1.4. In the event of tampering with the equipment furnished and owned by the LHWS.
- 6.1.5. For violation of, or non-compliance with, the rules which the LHWS has filed with the Commission.
- 6.1.6. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Commission.

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- 6.1.7. For failure of the Customer to permit the LHWS reasonable access to its equipment.
- 6.1.8. For non-payment of a Customer's bill provided that the LHWS has made a reasonable attempt to collect and has given the Customer written notice to pay up his entire bill or have his service denied. Service shall not be terminated for non-payment of a Customer's bill until the account has been past due for a minimum of thirty (30) consecutive days.
- 6.1.9. For failure of the Customer to furnish such service, equipment, permits, certificates, and/or rights of way, as shall have been specified by the LHWS as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.

6.2. **Written Notice of Termination.** Before service is terminated, the Customer shall be permitted at least seven (7) days, following mailing of written termination notice, in which to cure the default or eliminate the condition for which the service is being terminated.

6.3. **Dispute Procedure.** When a prospective Customer is refused service based upon one of the "Grounds for Termination" listed above, the LHWS shall notify such prospective Customer promptly of the reason for the refusal to serve and of his right to appeal the LHWS's decision to the Commission.

6.4. **Disconnection/Reconnection.** In all cases of Termination of Service, where the cause for termination has been corrected, all rules of the LHWS on file with the Commission have been complied with, the LHWS shall promptly restore service to the Customer so long as to do so would not violate the Receivership Court Rate Order.

7. DISCONTINUANCE OF SERVICE AND TERMINATION OF SERVICE.

Consistent with the Receivership Court Rate Order, notwithstanding any Discontinuance of Service or Termination of Service, all improved lots with a physical tap onto the LHWS shall be billed for service and shall be required to pay the rate attached hereto and contained within the Receivership Court Rate Order.

8. UTILITY'S WATER SERVICE.

8.1. **Quality of Water.** The LHWS shall strive to furnish water that is wholesome, potable, free from objectionable odors and taste and in no way harmful or dangerous to health.

8.2. **Interruption of Service.** The LHWS shall make all reasonable efforts to prevent interruption of water service and, when interruption occurs, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its Customers and the general public. Whenever the LHWS finds it necessary to schedule an interruption to its water service, it shall make all reasonable efforts to notify all Customers to be affected by the interruption. Whenever possible, scheduled interruptions will be made at a time that will not cause unreasonable inconvenience to

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Customers. In cases of service interruptions, the LHWS shall not be liable for any damage or inconvenience suffered by the Customer, nor from any claims against it at any time for lessening of supply, inadequate pressure, poor quality of water or any cause beyond its control.

8.3. **No Guaranty of Supply or Pressure.** Nothing in this tariff, nor any contract or representation, verbal or written, of the LHWS or any of its employees shall be taken or construed in any manner to constitute a guaranty to furnish any specific pressure or specific quantity of water through any service connection, but the LHWS will at all times, and under all conditions, endeavor to maintain the efficient of the service constituent with the Commission regulations.

8.4. **Resale.** No person shall purchase water from the LHWS and resell the same without written consent of the LHWS.

8.5. **Abnormally Large Quantities of Water.** In cases where usage will result in the use of an abnormally large quantity of water, the Customer shall request advance permission to take water in unusually large quantities, and approval will be granted only if such quantities can be safely delivered through the LHWS's facilities and if other customers are not inconvenienced.

8.6. **LHWS Contractees and/or Employees.** Only the LHWS, through its authorized contractees and/or employees, has the authority to turn off water at any curb stop or to disconnect service.

8.7. **General Statement on Wastage of Water.** No adjustment to the amount of a Customer's bill shall be made due to a wastage of water so long as such wastage occurs without the knowledge of the Customer.

8.8. **The LHWS's Extension Plan.** The LHWS has no plans to extend its Main at this time and will amend this tariff if its plans change.

8.9. **Contact Information.** Here follows the name, title address, and telephone number of the person who should be contacted in connection with the following:

General management duties and customer relations (complaints): Mr. Robert E. Moore, Jr.; Chief Operating Officer of Receivership Management, Inc., the court appointed Receiver of the Laurel Hills Water System; 1101 Kermit Drive, Suite 735, Nashville, Tennessee 37217; Telephone Number: 615.370.0051.

Engineering operations, meter tests and repairs, and emergencies during non-office hours: Mr. Gerald Williams; Contract Engineer for the LHWS; 2089 East First Street, Crossville, Tennessee 38555; Telephone Number: 931.261.4583.

9. WATER CONSERVATION PLAN.

TARIFF

LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP

TPUC No. 1

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9.1. Curtailment of Nonessential Use. Given the current structure of the LHWS, the lack of the ability to use a holding tank for potable water at the height of the water system, and the lack of water pressure at the top of the water system, all nonessential use of water is prohibited unless specific authorization in writing is granted by the LHWS. The following water uses are declared nonessential:

- 9.1.1. The use of hoses, sprinklers, or other means of watering grass, trees, plans or other vegetation;
- 9.1.2. The use of water for washing motor vehicles and trailers;
- 9.1.3. The use of water for watering golf courses;
- 9.1.4. The washing of streets, parking lots, office buildings, exteriors of homes, sidewalks or other outdoor surfaces;
- 9.1.5. The use of water for filling swimming pools;
- 9.1.6. The use of water to flush a sewer line or manhole;
- 9.1.7. The use of water for commercial farms and nurseries.

10. RATES.

Consistent with the Receivership Court Rate Order, the following rates and rate rules shall govern the LHWS:

- Customer Use Rate: \$114.24 per month
- Customer Tap Fee: \$1000.00 per connection
- Connection Charge/Reconnection Charge: Previous unpaid Customer Use Rate Amounts
- The tap fee will apply only to those new customers who physically tap onto the current main line of the LHWS.
- All improved lots with a physical tap onto the LHWS shall be billed for LHWS service and shall be required to pay the newly instituted rate, starting as of the date when the new LHWS rate is instituted (July 1, 2016), no matter the amount of LHWS water utilized.
- Any reconnection to the LHWS after institution of the new rate shall only be permitted when all past due balances owed to the LHWS are cleared, starting as of the date when the new LHWS rate is instituted (July 1, 2016).

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY
THIRTEENTH JUDICIAL DISTRICT
AT CROSSVILLE, TENNESSEE

TENNESSEE REGULATORY AUTHORITY

v.

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION

Docket No. 2012-CH-560
Chancellor Thurman

ORDER INSTITUTING NEW RATE STRUCTURE AND NEW RATE

At argument conducted on or about the 9th day of June, 2016, the petition of movant, Receivership Management, Inc. [hereinafter the Receiver], to modify this Honorable Court's October 16, 2013 order and institute a new rate structure and new rate for the Laurel Hills Water System in Receivership was heard.

The Receiver's motion being well taken, it is ORDERED, ADJUDGED, and DECREED that this Honorable Court's October 16, 2013 Order in the above-styled matter is MODIFIED, and a new rate structure and new rate APPROVED for the Laurel Hills Water System in Receivership, as follows:

SCHEDULE OF RATES AND CHARGES

Customer Use Rate: \$114.24 per month

~~Pump Repair Special Assessment: \$6.55 per month for 4 months~~ 

Customer Tap Fee: \$1000.00 per connection

Connection Charge/Reconnection Charge: Previous unpaid Customer Use Rate Amounts

RATE STRUCTURE & RULES

- The tap fee will apply only to those new customers who physically tap onto the current main line of the LHWS.

- All improved lots with a physical tap onto the LHWS shall be billed for LHWS service and shall be required to pay the newly instituted rate, starting as of the date when the new LHWS rate is instituted, no matter the amount of LHWS water utilized.
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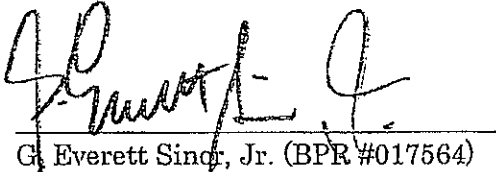
It is further ORDERED, ADJUDGED, and DECREED that such new rate structure be implemented to be effective on July 1, 2016, and that such new rates be applied to all new and existing customers of the Laurel Hills Water System in Receivership, effective upon that date.

ENTERED this 9th day of July, 2016.



The Honorable Ronald Thurman, Chancellor

PREPARED FOR ENTRY:

A handwritten signature in dark ink, appearing to read "G. Everett Sinor, Jr.", is written over a horizontal line.

G. Everett Sinor, Jr. (BPR #017564)

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615.969.9027

Everett.Sinor@gmail.com

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing order has been served upon the parties hereto and the other persons listed below, at:

Shiva K. Bozarth, Esq.
Chief of Compliance
Counsel for Tennessee Regulatory Authority
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

Donald Scholes, Esq.
Benjamin Gastel, Esq.
Branchetter, Stranch & Jennings
Counsel for Laurel Hills Condominiums
Property Owners Association
227 Second Avenue North, Fourth Floor
Nashville, Tennessee 37201

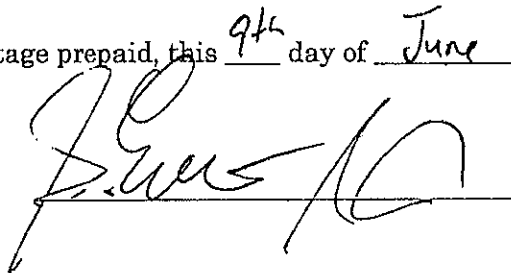
Melanie Davis, Esq.
Kizer & Black
329 Cates Street
Maryville, Tennessee 37801

Vance Broemel, Esq.
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

G. Everett Sinor, Jr., Esq.
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204

via the United States Mails, postage prepaid, this 9th day of June, 2016.

A handwritten signature in black ink, appearing to read "G. Sinor", is written over a horizontal line.

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

IN RE:

PETITION OF RECEIVERSHIP MANAGEMENT,
INC., SOLELY IN ITS CAPACITY AS RECEIVER
OF THE LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP FOR A PROVISIONAL
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DOCKET NO.
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THE LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP

COMES NOW, the petitioner, Receivership Management, Inc. solely in its capacity as Receiver of the Laurel Hills Water System [hereinafter the "Petitioner"], and provides notice of the filing with the Tennessee Public Utility Commission [hereinafter the "Commission"] of the tariff of the Laurel Hills Water System in Receivership [hereinafter the "LHWS"], which is attached hereto, and states that this notice shall be considered the tariff filing of the LHWS with the Commission.

[intentionally blank]

DATED: November 16, 2017.

Respectfully submitted,

Receivership Management, Inc., solely in its
Capacity as Receiver of the Laurel Hills
Water System in Receivership

By:

Robert E. Moore, Jr. (BPR#013600)

Chief Operations Officer

Receivership Management Inc.

1101 Kermit Drive, Suite 735

Nashville, Tennessee 37217

615.370.0051 (Phone)

615.373.4336 (Facsimile)

rmoores@receivermgmt.com (email)

Court Appointed Receiver for

Laurel Hills Water System

G. Everett Sinor, Jr. (BPR #017564)

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615.969.9027 (Phone)

Everett.Sinor@gmail.com (email)

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing notice has been served upon the parties hereto and the other persons listed below, at:

Aaron Conklin, Esq.
Staff Attorney
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

James L. Gass, Esq.
Ogle, Gass & Richardson
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Property Owners Association
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Sevierville, Tennessee 37862

Scott D. Hall, Esq.
Counsel for Moy Toy, LLC
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Counsel for Renegade Mountain Community Club
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Knoxville, Tennessee 37901

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

via the United States Mails, postage prepaid, and electronic mail, this 16th day of November, 2017.



G. Everett Sinor, Jr.

TARIFF

LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP
1101 Kermit Lane, Suite 735
Nashville, Tennessee 37217
615.370.0051

TPUC No. 1

ISSUED: November 16, 2017

EFFECTIVE: January 17, 2017

By: Mr. Robert E. Moore, Jr., Issuing Officer

TARIFF

OF

LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP

CONSISTING OF

RATES, TERMS, AND CONDITIONS

FOR WATER SERVICES

APPLYING TO SERVICE AREA IN

CUMBERLAND COUNTY, TENNESSEE

NO MODIFICATION OF THESE SCHEDULES SHALL BE MADE
EXCEPT FOR THE PURPOSE OF CANCELING OR SUPERSEDING
PREVIOUSLY ISSUED SCHEDULES

TARIFF

LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP

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RULES AND REGULATIONS

1. DEFINITIONS

The following terms, wherever used in the tariff, shall be defined as set forth below:

Applicant. Any individual, firm, corporation, association, governmental unit or other person making a request for water service from the LHWS.

Availability of Water. Water of adequate quantity, quality and pressure is available at all times in a water main located within a distance that the Commission deems reasonable, whether or not water is actually taken from the LHWS by the Subscriber or Customer, and whether or not a service outlet is located inside the boundary of the property served.

Commercial Customer. A customer who uses property for commercial or public purposes.

Commission. The Tennessee Public Utility Commission.

Commission Rule. Any rule or regulation duly adopted by the Commission and applicable to water utilities under the Commission's jurisdiction.

Contributor. A person who requests a main extension and agrees to the terms of a water extension agreement.

Customer. Any individual, firm, corporation, association, governmental unit or other person furnished water by the LHWS.

Customer's Service Line. The connecting facilities extending from the LHWS's curb stop or shut-off valve at the property line to a point of water consumption, installed and maintained at the cost and expense of the Customer.

Discontinuance of Service. The disconnection of water at the Customer's request.

LHWS. The Laurel Hills Water System in Receivership.

Main. The water pipe owned, operated and/or maintained by the LHWS which is used for the purpose of transmission and/or distribution of water, but does not include the Customer Service Line or Utility Service Line, and is usually located in a public highway, street or private right-of-way.

Person. Any individual, corporation, partnership, cooperative, association, limited liability company, or other legally recognized entity.

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Premise. (a) a single structure owned or leased by a Customer as one residence or place of business; or (b) a combination of structures owned or leased by a Customer, which is located on a single site, and such Customer constructs, operates and maintains on the site a secondary distribution system; such site may be composed of one (1) parcel or connecting or adjacent parcels of land, not separated by public streets or highways; or (c) each unit or a multiple-unit building wherein each unit is under separate ownership or lease; or (d) each unit or multiple-unit building wherein the Customer's Service Line for each unit is connected to a separate Utility Service Line; or (e) a building owned or leased by a Customer, having two (2) or more apartments, residences, offices, or suites of offices; or (f) a trailer park, area, or site in which space is rented, leased or used for the parking and occupancy of trailers, mobile homes or recreational vehicles.

Property. A single lot or subdivided parcel of land including improvements thereon, to which water service is provided or to which water service is available to be provided upon request.

Receivership Court Rate Order. The "ORDER INSTITUTING NEW RATE STRUCTURE AND NEW RATE", entered by the Cumberland County Chancery Court in Docket No. 2012-CH-560 on July 9, 2016, and attached hereto as Exhibit A.

Residential Customer. A Customer who uses a property for present or future residential purposes.

Subscriber. A Person who is a nonuser of the water service provided by the LHWS, but water service is available to the property of such Person.

Tap Fee. A non-recurring, non-refundable charge related to the cost of installing the Utility Service Line from the Main to the Customer's Premise and providing initial water service to the Customer.

Tariff. The entire body of effective rates, charges, rules and regulations, as set forth herein.

Termination of Service. The disconnection of water service NOT at the Customer's request.

Utility Service Line. The connecting facilities between the LHWS's distribution Main and the Customer's Service Line, generally consisting of a valve or corporation stop at the Main, piping water therefrom to the street curb line, terminating in a curb valve.

2. FILING, POSTING AND EFFECT.

2.1. **Tariff of the Utility.** A copy of this tariff comprising the rates, rules and regulations governing the provision of water services by the LHWS is on file with the Commission and is posted and

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available for inspection at the LHWS's office. These rates, rules and regulations are part of the contract with every Customer, and every Customer, by taking water service, agrees to be bound hereby.

2.2. **Commission Rules and Regulations.** The LHWS, in its operations, shall conform with all applicable rules and regulations promulgated from time to time by the Commission.

2.3. **Change in Rates, Rules and Regulations.** No schedule of rates, rules or regulations shall be changed or put into effect until the proposed change has been approved by the Commission, unless the change is exempt from such approval by statute or other provisions of law.

3. APPLICATION PROCEDURE FOR SERVICE, CHANGE IN CUSTOMER OR SERVICE.

3.1. **Apply for New Service.** Before new water service is provided by the LHWS, a prospective Customer shall contact the LHWS and request that service be provided. Service will be provided if the Applicant is in compliance with the LHWS's rules and regulations as set forth in this tariff.

3.2. **Contract for Utility Service.** The Customer's application, if accepted by the LHWS, and these Rules and Regulations, constitutes the contract between the Customer and the LHWS; and each Customer, by the taking of Utility Service, agrees to be bound thereby.

3.3. **Information to Customers.** The LHWS, when approving application for water service, will provide a copy of this tariff to the Customer.

3.4. **Customer's Duty to Notify the LHWS of Change in Service.** It shall be the obligation of each Customer to provide the LHWS with seven (7) days' notice of changes in service.

4. SERVICE CONNECTIONS.

4.1. **Tap Fee Requirements.** A tap fee will be required of each Customer in the amount of One Thousand Dollars (\$1000.00), consistent with the Receivership Court Rate Order.

4.2. **The LHWS Shall Establish All Connections to Its Lines.** The LHWS shall furnish and install, for the purpose of connecting its distribution system to the Customer's Premises, the service pipe from its Main to and including the curb stop or shut-off valve at or adjacent to the Customer's property line. The Utility Service Line shall be the property of the LHWS and be accessible to and under the control of the LHWS at all times.

4.3. **Customer Shall Establish Connection.** The Customer shall be responsible for furnishing and laying the necessary service pipe from the property line to the desired location(s) of consumption or collection, as the case may be. In addition, the Customer shall keep the service line in good repair at the Customer's expense.

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4.4. **The LHWS Shall Inspect All Installations of the Customer's Service Line.** The Customer shall notify the LHWS of the installation of the Customer's Service Line and the LHWS shall inspect the installation prior to its enclosure. In the installation of a Customer Service Line, the Customer shall leave the trench open and pipe uncovered until it is inspected by the LHWS and shown to be at proper depth, free from any tree or other interference, irregularity or defect. The Customer shall not make any change to or rebuild such service line without prior notice to the LHWS.

4.5. **Location.** The Customer's Service Line shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances.

4.6. **Customer Responsibility.** All leaks in a Customer's Service Lines from the curb to, and in and upon, the Customer's Premises, shall be promptly repaired by the Customer at the Customer's cost. It is the responsibility of the Customer to take every precaution to insure against the disruption of water service being furnished. Particular care must be taken to safeguard the Customer Service Line from fracture or other physical damage so as to prevent the entrance of foreign matter or materials into the water system. Prompt notice of any difficulty experienced in the utilization of water service is imperative in order that prompt attention may be given so as to alleviate conditions detrimental to health and sanitation considerations.

4.7. **Repair of Customer's Service Line.** The maintenance and repair of the Customer's Service Line is the responsibility of the Customer. Emergency repairs to the Customer's Service Line shall be performed by the Customer's agent or by the LHWS upon request. The LHWS shall render a bill for such service at the prevailing local rates based upon labor and materials and payment therefor shall be made by the Customer within thirty (30) days. On the Customer's failure to make necessary repairs within a reasonable time, the LHWS may disconnect water service to the property to prevent a public health hazard or prevent unnecessary leakage for the LHWS.

4.8. **Access to Property.** The LHWS shall have access at all reasonable hours to connections and other equipment and property of the LHWS located on the Customer's premises for purposes of installing, maintaining, operating, removing and/or replacing such connections, equipment and property.

5. BILLING AND PAYMENT.

5.1. **Time of Rendering Bills.** All bills shall be rendered at the first of the month, with payment due by the 15th of the month. The monthly charge for Customers is set forth in the Rate Schedule attached hereto. All Subscribers are considered Customers and must pay the Rate set forth in the Rate Schedule attached hereto, consistent with the Receivership Court Rate Order.

5.2. **Responsibility for Correct Customer Billing.** It is the responsibility of the Customer to notify the LHWS of the need for service or any change of service. The LHWS likewise has the

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responsibility to its Customers to regularly monitor the service area in order to advise potential Customers of the LHWS's existence and the services provided.

5.3. **Failure to Receive Bill.** The failure of a Customer to receive a bill shall not exempt the Customer from payment. The Customer shall be responsible to notify the LHWS within fifteen (15) days of the end of a billing period if no bill has been received, and the LHWS shall send a new bill to the Customer upon such notice.

5.4. **Payment by Check.** The LHWS, at its option for good cause, may refuse to accept a check tendered as payment on a Customer's account and require payment in cash.

5.5. **Adjustment of Bills – Customer Inadvertently Overcharged.** If the LHWS has inadvertently overcharged a Customer as a result of a misapplied schedule or any other human or machine error, the LHWS shall, at the Customer's option, credit or refund the excess amount paid by the Customer.

5.6. **Adjustment of Bills – Customer Inadvertently Undercharged.** If the LHWS has undercharged any Customer as a result of a misapplied schedule or any human or machine error, the LHWS may recover the deficient amount within a period of six (6) months.

5.7. **Complaints.** Complaints by Customers concerning the charges, practices, facilities, or services of the LHWS shall be investigated promptly and thoroughly. When the Commission has notified the LHWS that a complaint has been received concerning a specific account, the LHWS shall attempt to resolve said complaint with all deliberate speed.

6. TERMINATION OF SERVICE.

6.1. **Grounds for Termination of Service.** Service may be refused or discontinued only for the reasons listed below:

- 6.1.1. Without notice in the event of a condition determined by the LHWS to be hazardous.
- 6.1.2. Without notice in the event of Customer use of equipment in such a manner as to adversely affect the LHWS's equipment or the LHWS's service to others.
- 6.1.3. Without notice when the LHWS has discovered clear and convincing evidence that by fraudulent means a Customer has obtained unauthorized water service or has diverted such service for unauthorized use.
- 6.1.4. In the event of tampering with the equipment furnished and owned by the LHWS.
- 6.1.5. For violation of, or non-compliance with, the rules which the LHWS has filed with the Commission.
- 6.1.6. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Commission.

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- 6.1.7. For failure of the Customer to permit the LHWS reasonable access to its equipment.
- 6.1.8. For non-payment of a Customer's bill provided that the LHWS has made a reasonable attempt to collect and has given the Customer written notice to pay up his entire bill or have his service denied. Service shall not be terminated for non-payment of a Customer's bill until the account has been past due for a minimum of thirty (30) consecutive days.
- 6.1.9. For failure of the Customer to furnish such service, equipment, permits, certificates, and/or rights of way, as shall have been specified by the LHWS as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.

6.2. **Written Notice of Termination.** Before service is terminated, the Customer shall be permitted at least seven (7) days, following mailing of written termination notice, in which to cure the default or eliminate the condition for which the service is being terminated.

6.3. **Dispute Procedure.** When a prospective Customer is refused service based upon one of the "Grounds for Termination" listed above, the LHWS shall notify such prospective Customer promptly of the reason for the refusal to serve and of his right to appeal the LHWS's decision to the Commission.

6.4. **Disconnection/Reconnection.** In all cases of Termination of Service, where the cause for termination has been corrected, all rules of the LHWS on file with the Commission have been complied with, the LHWS shall promptly restore service to the Customer so long as to do so would not violate the Receivership Court Rate Order.

7. DISCONTINUANCE OF SERVICE AND TERMINATION OF SERVICE.

Consistent with the Receivership Court Rate Order, notwithstanding any Discontinuance of Service or Termination of Service, all improved lots with a physical tap onto the LHWS shall be billed for service and shall be required to pay the rate attached hereto and contained within the Receivership Court Rate Order.

8. UTILITY'S WATER SERVICE.

8.1. **Quality of Water.** The LHWS shall strive to furnish water that is wholesome, potable, free from objectionable odors and taste and in no way harmful or dangerous to health.

8.2. **Interruption of Service.** The LHWS shall make all reasonable efforts to prevent interruption of water service and, when interruption occurs, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its Customers and the general public. Whenever the LHWS finds it necessary to schedule an interruption to its water service, it shall make all reasonable efforts to notify all Customers to be affected by the interruption. Whenever possible, scheduled interruptions will be made at a time that will not cause unreasonable inconvenience to

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Customers. In cases of service interruptions, the LHWS shall not be liable for any damage or inconvenience suffered by the Customer, nor from any claims against it at any time for lessening of supply, inadequate pressure, poor quality of water or any cause beyond its control.

8.3. **No Guaranty of Supply or Pressure.** Nothing in this tariff, nor any contract or representation, verbal or written, of the LHWS or any of its employees shall be taken or construed in any manner to constitute a guaranty to furnish any specific pressure or specific quantity of water through any service connection, but the LHWS will at all times, and under all conditions, endeavor to maintain the efficient of the service constituent with the Commission regulations.

8.4. **Resale.** No person shall purchase water from the LHWS and resell the same without written consent of the LHWS.

8.5. **Abnormally Large Quantities of Water.** In cases where usage will result in the use of an abnormally large quantity of water, the Customer shall request advance permission to take water in unusually large quantities, and approval will be granted only if such quantities can be safely delivered through the LHWS's facilities and if other customers are not inconvenienced.

8.6. **LHWS Contractees and/or Employees.** Only the LHWS, through its authorized contractees and/or employees, has the authority to turn off water at any curb stop or to disconnect service.

8.7. **General Statement on Wastage of Water.** No adjustment to the amount of a Customer's bill shall be made due to a wastage of water so long as such wastage occurs without the knowledge of the Customer.

8.8. **The LHWS's Extension Plan.** The LHWS has no plans to extend its Main at this time and will amend this tariff if its plans change.

8.9. **Contact Information.** Here follows the name, title address, and telephone number of the person who should be contacted in connection with the following:

General management duties and customer relations (complaints): Mr. Robert E. Moore, Jr.; Chief Operating Officer of Receivership Management, Inc., the court appointed Receiver of the Laurel Hills Water System; 1101 Kermit Drive, Suite 735, Nashville, Tennessee 37217; Telephone Number: 615.370.0051.

Engineering operations, meter tests and repairs, and emergencies during non-office hours: Mr. Gerald Williams; Contract Engineer for the LHWS; 2089 East First Street, Crossville, Tennessee 38555; Telephone Number: 931.261.4583.

9. WATER CONSERVATION PLAN.

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9.1. Curtailment of Nonessential Use. Given the current structure of the LHWS, the lack of the ability to use a holding tank for potable water at the height of the water system, and the lack of water pressure at the top of the water system, all nonessential use of water is prohibited unless specific authorization in writing is granted by the LHWS. The following water uses are declared nonessential:

- 9.1.1. The use of hoses, sprinklers, or other means of watering grass, trees, plans or other vegetation;
- 9.1.2. The use of water for washing motor vehicles and trailers;
- 9.1.3. The use of water for watering golf courses;
- 9.1.4. The washing of streets, parking lots, office buildings, exteriors of homes, sidewalks or other outdoor surfaces;
- 9.1.5. The use of water for filling swimming pools;
- 9.1.6. The use of water to flush a sewer line or manhole;
- 9.1.7. The use of water for commercial farms and nurseries.

10. RATES.

Consistent with the Receivership Court Rate Order, the following rates and rate rules shall govern the LHWS:

- Customer Use Rate: \$114.24 per month
- Customer Tap Fee: \$1000.00 per connection
- Connection Charge/Reconnection Charge: Previous unpaid Customer Use Rate Amounts
- The tap fee will apply only to those new customers who physically tap onto the current main line of the LHWS.
- All improved lots with a physical tap onto the LHWS shall be billed for LHWS service and shall be required to pay the newly instituted rate, starting as of the date when the new LHWS rate is instituted (July 1, 2016), no matter the amount of LHWS water utilized.
- Any reconnection to the LHWS after institution of the new rate shall only be permitted when all past due balances owed to the LHWS are cleared, starting as of the date when the new LHWS rate is instituted (July 1, 2016).

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY
THIRTEENTH JUDICIAL DISTRICT
AT CROSSVILLE, TENNESSEE

TENNESSEE REGULATORY AUTHORITY

v.

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION

Docket No. 2012-CH-560
Chancellor Thurman

ORDER INSTITUTING NEW RATE STRUCTURE AND NEW RATE

At argument conducted on or about the 9th day of June, 2016, the petition of movant, Receivership Management, Inc. [hereinafter the Receiver], to modify this Honorable Court's October 16, 2013 order and institute a new rate structure and new rate for the Laurel Hills Water System in Receivership was heard.

The Receiver's motion being well taken, it is ORDERED, ADJUDGED, and DECREED that this Honorable Court's October 16, 2013 Order in the above-styled matter is MODIFIED, and a new rate structure and new rate APPROVED for the Laurel Hills Water System in Receivership, as follows:

SCHEDULE OF RATES AND CHARGES

Customer Use Rate: \$114.24 per month

~~Pump Repair Special Assessment: \$6.55 per month for 4 months~~ 

Customer Tap Fee: \$1000.00 per connection

Connection Charge/Reconnection Charge: Previous unpaid Customer Use Rate Amounts

RATE STRUCTURE & RULES

- The tap fee will apply only to those new customers who physically tap onto the current main line of the LHWS.

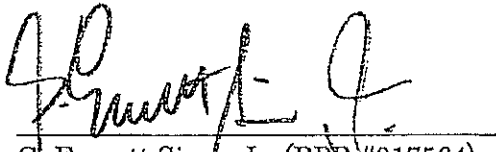
- All improved lots with a physical tap onto the LHWS shall be billed for LHWS service and shall be required to pay the newly instituted rate, starting as of the date when the new LHWS rate is instituted, no matter the amount of LHWS water utilized.
- Any reconnection to the LHWS after institution of the new rate shall only be permitted when all past due balances owed to the LHWS are cleared, starting as of the date when the new LHWS rate is instituted.

It is further ORDERED, ADJUDGED, and DECREED that such new rate structure be implemented to be effective on July 1, 2016, and that such new rates be applied to all new and existing customers of the Laurel Hills Water System in Receivership, effective upon that date.

ENTERED this 9th day of July, 2016.


The Honorable Ronald Thurman, Chancellor

PREPARED FOR ENTRY:



G. Everett Sinor, Jr. (BPR #017564)

Attorney at Law

Counsel for Receivership Management, Inc.

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Nashville, Tennessee 37204

615.969.9027

Everett.Sinor@gmail.com

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing order has been served upon the parties hereto and the other persons listed below, at:

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Chief of Compliance
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Benjamin Gastel, Esq.
Branstetter, Stranch & Jennings
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Roger York, Esq.
York & Bilbrey
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Crossville, Tennessee 38555

G. Everett Sinor, Jr., Esq.
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204

via the United States Mails, postage prepaid, this 9th day of June, 2016.

