

**G. Everett Sinor, Jr.**  
**Attorney at Law**

November 29, 2017

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

RE: *Filing of Second Discovery Request by Petitioner to Intervenor, Renegade Mountain Community Club, in Docket No. 17-00098*

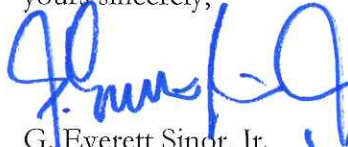
DELIVERY BY UNITED STATES FIRST CLASS MAILS AND ELECTRONIC MAIL

Dear Ms. Dillon:

Please find enclosed herewith five (5) copies of the following, for filing in docket number 17-000098, Petitioner's Response to Renegade Mountain Community Club's Second Discovery Request to the Renegade Mountain Community Club [hereinafter the "RMCC"]. As required by applicable TPUC rule, the original has been transmitted to the RMCC.

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

Enclosure

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

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PETITIONER'S RESPONSE TO RENEGADE MOUNTAIN COMMUNITY CLUB'S  
SECOND SET OF INTERROGATORIES AND SECOND REQUEST FOR PRODUCTION  
OF DOCUMENTS UPON RECEIVERSHIP MANAGEMENT, INC.

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COMES NOW, the petitioner, Receivership Management, Inc., solely in its capacity as Receiver of the Laurel Hills Water System [hereinafter the "Petitioner"], and provides this response to the Intervenor's, Renegade Mountain Community Club [hereinafter the "RMCC"], Second Set of Interrogatories and Second Request for Production of Documents. In response to said discovery request, Petitioner would respond as follows:

INTERROGATORIES

1. Please provide details as to all the revenues and expenses of the Receivership as it relates to the Water System from the day the Receivership took over to present including, but not limited to, all accounting information and invoices, Receiver fees and costs, attorney's fees paid by or for the benefit of the Receiver, costs for Crab Orchard Utility District, and repair costs.

ANSWER: Objection. The request is vague as to the term "details", overbroad, unduly burdensome, and the information sought is not reasonably calculated to lead to the

discovery of admissible evidence. Without waiving such objection, the Petitioner would state that vast amounts of such information are contained in receivership reports filed by the Petitioner with the Cumberland County Chancery Court at docket no. 2012-CH-560, in the lawsuit styled *Tennessee Public Utility Commission v. Laurel Hills Condominiums Property Owners Association*; said receivership reports are available from the Cumberland County Clerk and Master. Furthermore, the principal of the named respondent in that action, Laurel Hills Condominiums Property Owners Association, is Mr. Michael McClung, who is also a director and Chairman of the RMCC,<sup>1</sup> and thus receives each of the Petitioner's receivership reports as and when filed by the Petitioner with the Cumberland County Chancery Court.

**2. Please specifically state the reason(s) you are filing for a Provisional Certificate of Public Convenience and Necessity and who made the decision.**

ANSWER: The Petitioner made the decision to file a petition for a Provisional Certificate of Public Convenience and Necessity [hereinafter a "CCN"] with the Tennessee Public Utility Commission [hereinafter the "TPUC"]. The Petitioner determined it to be in the best interests of the LHWS receivership estate to have a provisional CCN so that the LHWS might be more attractive to a potential buyer and to clarify regulatory issues that might exist between the receivership estate and the TPUC.

#### **REQUEST FOR PRODUCTION OF DOCUMENTS**

**Please produce for inspection and copying the following:**

**1. All documents and communications regarding the filing for a Provisional Certificate of Public Convenience and Necessity, including all communications (e-mails, letters, etc.) between the Receiver and the TPCU (formerly TRA) concerning or in any way**

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<sup>1</sup> See RMCC's Response to Interrogatory No. 9, p.4, filed on November 16, 2017.

**related to the Provisional Certificate of Public Convenience and Necessity filing, as well as the operations and expenses of the Water System.** Objection. The request is overbroad, unduly burdensome, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, many of the documents and communications responsive to this request are protected by various privileges and/or confidentiality doctrines and will not be identified. Without waiving such objection, the Petitioner would state that vast amounts of such information are contained in receivership reports filed by the Petitioner with the Cumberland County Chancery Court at docket no. 2012-CH-560, in the lawsuit styled *Tennessee Public Utility Commission v. Laurel Hills Condominiums Property Owners Association*; said receivership reports are available from the Cumberland County Clerk and Master. Furthermore, the principal of the named respondent in that action, Laurel Hills Condominiums Property Owners Association, is Mr. Michael McClung, who is also a director and Chairman of the RMCC,<sup>2</sup> and thus receives each of the Petitioner's receivership reports as and when filed by the Petitioner with the Cumberland County Chancery Court.

**2. All communications between Attorneys Sinor and Matherne to and from the TRA.** Objection. The request is overbroad, unduly burdensome, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving such objection, the Petitioner will respond to a portion of this request. Responsive documents that reflect communications between Messrs. Sinor and Matherne to and from the TPUC that refer to the Petitioner's CCN petition are provided as Exhibit Second RfP – 2, attached hereto and incorporated herein by reference.

**3. Copies of all surveys, legal descriptions, site plans and the like for any water lines.** Responsive documents are provided as Exhibit Second RfP – 3, attached hereto and

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<sup>2</sup> Id.

incorporated herein by reference. Additional responsive documents in the form of large "surveyor sheet size" maps indicating water lines and satellite photographs are available for inspection at a time mutually convenient to the parties. Otherwise, documents responsive to this request are public records, e.g., the Deed of Conservation Easement, registered with the Cumberland County Register of Deeds at Book 1422, page 1806.

4. **Copies of any and all documents identified, referred to, or relied upon in preparing the answers to the foregoing Interrogatories.** Objection. The request is overbroad, unduly burdensome, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, many of the records are protected by various privileges and/or confidentiality doctrines and will not be identified. Without waiving such objection, the Petitioner will respond to a portion of this request. Documents identified, referred to, or relied upon in preparing the answers to the foregoing interrogatories are provided or referred to in response to other requests for production, or are objected to being produced as otherwise delineated above.

*[intentionally blank]*

DATED: November 29, 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](mailto: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](mailto:Everett.Sinor@gmail.com) (email)

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing Petitioner's Response to Renegade Mountain Community Club's Second Set of Interrogatories and Second Request for Production of Documents Upon Receivership Management, Inc., 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

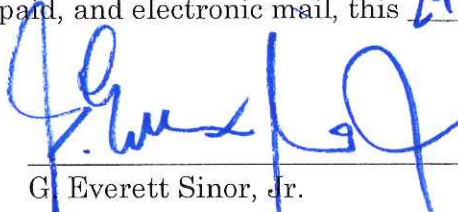
Scott D. Hall, Esq.  
Counsel for Moy Toy, LLC  
Counsel for Terra Mountain, LLC  
374 Forks of the River Parkway  
Sevierville, TN 37862

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.  
Woolf, 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 <sup>29th</sup> day of November, 2017.

  
G. Everett Sinor, Jr.





Everett Sinor &lt;everett.sinor@gmail.com&gt;

**Re: CCN**

1 message

Everett Sinor <everett.sinor@gmail.com>  
To: Aaron Conklin <Aaron.Conklin@tn.gov>

Wed, Sep 6, 2017 at 2:53 PM

Aaron, Believe it will be filed by the end of next week. Draft to be reviewed internally here by this Friday. I do plan to talk w tpuc personnel prior to filing to ensure I don't miss any obvious things. Everett

On Sep 6, 2017 2:41 PM, "Aaron Conklin" <Aaron.Conklin@tn.gov> wrote:

Everett,

Do you have an idea about when the CCN Petition will be filed? Looking toward calendaring for notices and potential interventions, filing sometime this week would be advantageous to getting set for the October Conference.

Aaron

Aaron J. Conklin

Attorney, Tennessee Public Utility Commission

502 Deaderick Street, 4<sup>th</sup> floor

Nashville, TN 37243

(615) 770-6896







Everett Sinor &lt;everett.sinor@gmail.com&gt;

**Fwd: CCN Petition - ELECTRONIC FILING**

1 message

Everett Sinor &lt;everett.sinor@gmail.com&gt;

Tue, Sep 12, 2017 at 12:01 PM

To: James Gass <jgass@ogrlawfirm.com>, yorkbillbrey@aol.com, "Scott D. Hall" <scott@scottdhallesq.com>, Vance Broemel <vance.broemel@ag.tn.gov>, Aaron Conklin <aaron.conklin@tn.gov>, "Daniel P. Whitaker" <Daniel.Whitaker@ag.tn.gov>, Schwererlaw <schwererlaw@aol.com>  
Cc: Robert E Moore <rmoore@receivermgmt.com>

Gentlemen, FYI, please find attached an electronic filing made by RMI, solely in its capacity as Receiver of the LHWS, earlier today with the Tennessee Public Utility Commission. An original will follow by mail. Everett 615.969.9027

----- Forwarded message -----

From: **Everett Sinor** <everett.sinor@gmail.com>  
Date: Tue, Sep 12, 2017 at 11:56 AM  
Subject: CCN Petition - ELECTRONIC FILING  
To: sharla.dillon@tn.gov

Ms. Dillon,

Please accept the attached electronic filing of a Petition for Grant of a Provisional Certificate of Public Convenience and Necessity, filed by Receivership Management, Inc., solely in its capacity as the Receiver of the Laurel Hills Water System. A cover letter and the direct, pre-filed testimony of Mr. Robert E. Moore, Jr. is also included.

An original and five (5) copies will follow by mail today, along with a \$25.00 check for filing fees.


For your convenience, I have separated the cover letter, petition, and testimony into separate pdf attachments, and I have also included a pdf document which combines all 3 together.

If you have any questions, please do not hesitate to contact me.

Everett Sinor

G. Everett Sinor, Jr.  
Attorney at Law  
Counsel for Receivership Management, Inc.  
3504 Robin Road  
Nashville, Tennessee 37204  
615.969.9027

**4 attachments**

-  **CCN Petition-Cover Letter-Pre-Filed Testimony Combined - AS FILED - 9-12-2017.pdf**  
2591K
-  **CCN Petition - AS FILED - 9-12-2017.pdf**  
2094K
-  **Cover Letter for CCN Petition - 9-12-2017.pdf**  
181K
-  **Robert E Moore Jr Direct Pre-Filed Testimony - AS FILED - 9-12-2017.pdf**  
330K

Attachments can  
be found on  
the TPVC  
website @  
Docket No.  
17-00098.  
4/11/2017



Everett Sinor &lt;everett.sinor@gmail.com&gt;

**Re: apologies**

1 message

**Everett Sinor** <everett.sinor@gmail.com>  
To: Aaron Conklin <Aaron.Conklin@tn.gov>

Wed, Sep 13, 2017 at 12:49 PM

Aaron, No problem. Glad you're back and I hope everything is okay. Everett

On Wed, Sep 13, 2017 at 11:51 AM, Aaron Conklin <Aaron.Conklin@tn.gov> wrote:

Everett,

I apologize for not being available the last few days to take your call. I have been out of the office dealing with a health issue. All is well and I am back at the office. I hope you turned to Kelly for assistance and I see that you have the CCN petition filed. Let me know if you need me for anything.

Thanks,

Aaron

Aaron J. Conklin

Attorney, Tennessee Public Utility Commission

502 Deaderick Street, 4<sup>th</sup> floor

Nashville, TN 37243

(615) 770-6896



Everett Sinor &lt;everett.sinor@gmail.com&gt;

**example tariff**

1 message

**David Foster** <David.Foster@tn.gov>

Thu, Sep 21, 2017 at 4:25 PM

To: Everett Sinor &lt;everett.sinor@gmail.com&gt;

Cc: Joe Shirley &lt;Joe.Shirley@tn.gov&gt;

Everett,

Attached is the tariff for Hickory Star Water Company. You probably can file a streamlined version focusing on rates (including late fees), definitions, customer deposits, billing and payment requirements and termination of service.

David



Everett Sinor &lt;everett.sinor@gmail.com&gt;

**Re: example tariff**

1 message

Everett Sinor &lt;everett.sinor@gmail.com&gt;

Sat, Sep 30, 2017 at 7:05 PM

To: David Foster &lt;David.Foster@tn.gov&gt;

David, Nothing was attached to this. Do you have a sample I can see, or perhaps refer me to a filed tariff that is on your docket page? Everett

On Thu, Sep 21, 2017 at 4:25 PM, David Foster <David.Foster@tn.gov> wrote:

Everett,

Attached is the tariff for Hickory Star Water Company. You probably can file a streamlined version focusing on rates (including late fees), definitions, customer deposits, billing and payment requirements and termination of service.

David



Everett Sinor &lt;everett.sinor@gmail.com&gt;

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**Fwd: example tariff**

1 message

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**Everett Sinor** <everett.sinor@gmail.com>

Thu, Oct 5, 2017 at 1:23 PM

To: David Foster &lt;David.Foster@tn.gov&gt;

----- Forwarded message -----

From: **David Foster** <David.Foster@tn.gov>

Date: Thu, Sep 21, 2017 at 4:25 PM

Subject: example tariff

To: Everett Sinor &lt;everett.sinor@gmail.com&gt;

Cc: Joe Shirley &lt;Joe.Shirley@tn.gov&gt;

Everett,

Attached is the tariff for Hickory Star Water Company. You probably can file a streamlined version focusing on rates (including late fees), definitions, customer deposits, billing and payment requirements and termination of service.

David



Everett Sinor &lt;everett.sinor@gmail.com&gt;

**RE: example tariff**

1 message

**David Foster** <David.Foster@tn.gov>  
To: Everett Sinor <everett.sinor@gmail.com>

Thu, Oct 5, 2017 at 1:25 PM

**From:** Everett Sinor [mailto:everett.sinor@gmail.com]  
**Sent:** Thursday, October 05, 2017 1:23 PM  
**To:** David Foster  
**Subject:** Fwd: example tariff


----- Forwarded message -----

From: **David Foster** <David.Foster@tn.gov>  
Date: Thu, Sep 21, 2017 at 4:25 PM  
Subject: example tariff  
To: Everett Sinor <everett.sinor@gmail.com>  
Cc: Joe Shirley <Joe.Shirley@tn.gov>

Everett,

Attached is the tariff for Hickory Star Water Company. You probably can file a streamlined version focusing on rates (including late fees), definitions, customer deposits, billing and payment requirements and termination of service.

David

 **1266\_001.pdf**  
973K

HICKORY STAR  
WATER COMPANY, L. L. C.  
6151 West Century Blvd.  
Suite 307  
Los Angeles, CA 90045  
310-258-9000

TARIFF

TRA Tariff No. 1  
Fourth Revised Title Page  
Cancels Third Revised Title Page

ISSUED: May 25, 2010  
By: William W. Geary, Jr., Managing Member

EFFECTIVE: June 7, 2010

TARIFF  
OF  
HICKORY STAR WATER COMPANY, L.L.C.  
CONSISTING OF  
RATES, TERMS, AND CONDITIONS  
FOR  
WATER AND WASTEWATER SERVICES  
APPLYING TO SERVICE AREA IN  
UNION COUNTY, TENNESSEE

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



HICKORY STAR  
WATER COMPANY, L. L. C.

TARIFF

TRA Tariff No. 1  
Fourth Revised Page -i-  
Cancels Third Revised Page -i-

ISSUED: May 25, 2010  
By: William W. Geary, Jr., Managing Member

EFFECTIVE: June 7, 2010

CHECK SHEET

The pages of this tariff are effective as of the date shown at the top of the respective pages. Original and revised pages as shown named below comprise all changes from the original tariff and are currently effective as of the date shown on the top of this page.

Title Page	4th Revised	(C)
-i-	4th Revised	(C)
-ii-	1st Revised	
-iii-	1st Revised	
1	1st Revised	
2	1st Revised	
3	1st Revised	
4	1st Revised	
5	1st Revised	
6	1st Revised	
7	1st Revised	
8	1st Revised	
9	1st Revised	
10	1st Revised	
11	1st Revised	
12	1st Revised	
13	4th Revised	(C)

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

EFFECTIVE: March 12, 2007

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ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

EFFECTIVE: March 12, 2007

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ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

EFFECTIVE: March 12, 2007

## RULES AND REGULATIONS

### 1. DEFINITIONS.

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

Applicant: shall mean any person, firm, corporation, association or governmental unit making a request for water or sewer service.

Availability of Water: shall mean that water of adequate quantity, quality and pressure is available at all times in a water main located within a distance that the Authority deems reasonable, whether or not water is actually taken from the system by the subscriber, and whether or not a service outlet is located inside the boundary of the property served.

Availability of Sewer: shall mean that sewer service is available at all times through a sewer main located within a distance that the Authority deems reasonable, whether or not sewage is actually collected from the subscriber's property by the utility, and whether or not a service outlet is located inside the boundary of the property served.

Commercial Customer: shall mean a customer who uses a property for commercial or public purposes.

Authority: shall mean Tennessee Regulatory Authority.

Authority Rule: shall mean any rule or regulation duly adopted by the Authority and applicable to water and sewer utilities under Authority jurisdiction.

Contributor: shall mean a person who requests a main extension and agrees to the terms of a water or sewer main extension agreement.

Customer: shall mean a person, firm, corporation, association or governmental unit furnished water or sewer service by the utility.

Customer's Service Line: shall mean the connecting facilities extending from the utility's curb stop and curb box at the property line to a point of water consumption or sewer

HICKORY STAR  
WATER COMPANY, L. L. C.

TARIFF

TRA Tariff No. 1  
First Revised Page No. 2  
Cancels Original Page 2  
EFFECTIVE: March 12, 2007

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

collection. This line is installed and maintained at the cost and expense of the customer.

Discontinuance of Service: shall mean the disconnection of water or sewer service at the customer's request.

Main: shall mean the water or sewer pipe owned, operated or maintained by the utility which is used for the purpose of transmission or distribution of water, or collection or transmission of sewage, but does not include the "utility service line" or the "customer service line". The main is usually located in a public highway, street, alley, or private right-of-way.

Person: shall mean any individual, corporation, partnership, cooperative, or association.

Premise: shall mean (1) a single structure owned or leased by a customer as one residence or place of business; or (2) 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 parcel or connecting or adjacent parcels of land, not separated by public streets or highways; or (3) each unit or a multiple-unit building wherein each unit is under separate ownership or lease; or (4) each unit or multiple-unit building wherein the customer's service line for each unit is connected to a separate utility service line; or (5) a building owned or leased by a customer, having two or more apartments, residences, offices, or suites of offices; or (6) 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: shall mean a single lot or subdivided parcel of land including improvements thereon, to which water or sewer service is provided or to which water or sewer service is available to be provided upon request.

Residential Customer: shall mean a customer who uses a property for present or future residential purposes.

Subscriber: shall mean a person, firm, corporation or governmental unit who is a nonuser of the water or sewer service provided by the utility, but water or sewer service is available to the property of such person, firm, corporation or governmental unit.

Tap Fee: shall mean a non-recurring, non-refundable charge related to the cost of installing the utility's service line from the main to the customer's premises.

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

EFFECTIVE: March 12, 2007

Tariff: shall mean the entire body of effective rates, charges, rules and regulations, as set forth herein.

Termination: shall mean the disconnection of water or sewer service not at the customer's request.

Utility: shall mean Hickory Star Water Company, L.L.C. who owns and operates the facilities used in connection with distributing water to, and collecting sewage from, the public, for compensation within Union County, State of Tennessee.

Utility's Service Line: shall mean the connecting facilities between the utility'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, or piping sewage from the street curb line thereto, terminating in a curb stop and curb box.

## 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 and sewer services by the utility is on file with the Authority and is posted and available for inspection at the utility's office. These rates, rules and regulations are part of the contract with every customer, and every customer, by taking water and/or sewer service, agrees to be bound hereby.

2.2 Authority Rules and Regulations: The utility, in its operations, shall conform with all applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

2.3 Change in Rates, Rules or Regulations: No schedule of rates, rules or regulations shall be changed or put into effect until the proposed change has been approved by the Authority, 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 or sewer service is provided by the utility, a prospective customer shall contact the utility & request service be provided. Service will be provided if the applicant is in compliance with the utility's rules and regulations as set forth in this tariff.

3.2 Contract for Utility Service: The customer's application, if accepted by the utility, and these Rules and Regulations constitute the contract between the customer and the

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President.

utility; and each customer, by the taking of utility service, agrees to be bound thereby.

3.3 Information to Customers: The utility, when accepting application for water or sewer service, will give full information to the applicant concerning type of service to be rendered and rates which will be applicable.

3.4 Customer's Duty to Notify Utility of Change in Service: It shall be the obligation of each customer to provide the utility seven days' notice of changes in service. The notice should include discontinuation of service, change in billing address or change in type of service. If service is to be disconnected, then upon receipt of such notice the utility shall submit to the customer a final bill for services rendered.

#### 4. CUSTOMER'S DEPOSITS.

4.1 Utility's Right to Require Deposit: The utility may require a cash deposit as a condition of new water or sewer service. Such deposit shall not exceed an amount equal to two (2) times the actual monthly bill for the service requested. The utility may also require payment of any prior outstanding account, if due and owing to utility, as a condition of new water or sewer service.

4.2 Utility's Duty to Maintain Deposit: A deposit received by the utility shall be recorded and maintained in accordance with the Tennessee Code. This includes keeping the following deposit records: (a) the name of the customer making the deposit, (b) the account number, (c) the amount of the deposit and the date of receipt, and (d) a record of each transaction concerning the deposit.

4.3 Utility's Duty to Refund Deposit upon Discontinuance of Service: Upon final discontinuance of service, the utility may apply the deposits to any amount due from the customer for service. Deposits will be retained by the utility as long as required to insure payment of bills. Any balance due the customer shall be promptly refunded.

4.4 Unclaimed Deposits: A record of each unclaimed deposit will be maintained for at least three years, during which time the utility will make a reasonable effort to return the deposit.

#### 5. EXTENSION OF MAINS.

5.1 Service Extension: The service extension policy of the utility shall apply in those instances where the service in questions is not readily available from a point on the existing system without a system extension and/or where the



ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

quantities are beyond the system's capacity at the point where the service is requested.

5.2 Main Extensions - Less Than 35 Feet: The utility will extend its main for any person making a written application two (2) months in advance of the extension for water or sewer service to be provided less than thirty-five (35) feet beyond the utility's existing facilities. The prospective customer shall clearly state the type of water or sewer service desired and must provide the necessary rights of way for the laying of any water or sewer lines across lands of an intervening landowner or across any existing road, street or highway. The utility will estimate or cause to be estimated the cost of providing the service requested at the point indicated in order to evaluate properly the factors influencing the extension of such service. The prospective customer will be responsible for paying the costs of providing water or sewer service to his property. Such payments are due and payable in advance of the extension of mains or the provision of service facilities. The payment is to be collected only once as the customer's participation in the original installation of extended water or sewer distribution or collection facilities.

5.3 Main Extensions - 35 Feet or More: The utility will extend its mains for any person making a written application one (1) year or more in advance of the extension for utility service to be provided to thirty-five (35) feet or more beyond the utility's existing facilities and to five or more properties within the utility's existing service territory, provided that the extensions will be made only after receipt of a deposit in an amount to be determined by the utility from the applicant to cover the cost of the main extension. In determining the length and necessity for any extension, the terminal point of such extension shall be at the point in the curb line which is of equal distance to the side property lines of the last property for which the extension is requested. As a condition to making a main extension described in this Section 5.3, the utility may, at its sole election, require an agreement entitled "Main Extension Agreement" to be signed by the utility and the applicant with the following terms:

A. The contributor agrees to prepare and submit to the utility engineering plans meeting the utility's engineering specifications for the proposed water and/or sewer main extension, including associated water and/or sewer facilities that may be required in order to provide water and/or sewer service.

B. The utility contracts and agrees to lay the water main(s) (and associated facilities, if any) for the contributor as shown in the contributor's engineering plans, as approved by the utility.

HICKORY STAR  
WATER COMPANY, L. L. C.

TARIFF

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ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

C. It is expressly understood and agreed that if the utility is delayed or prevented from installing the water and/or sewer facilities set forth in the contributor's engineering plans because of the utility's inability to secure pipe or other construction materials, or for any other causes beyond the utility's control, such non-performance shall be excused; provided, however, if such non-performance shall extend for a period of one (1) year or more beyond the scheduled time of completion, the contributor will have the right to cancel and terminate the main extension agreement on thirty (30) days' written notice to the utility. If the contributor elects to terminate the main extension agreement, then the utility shall refund all money not expended, less the sum for any work or payments made prior to the notice of termination. The contributor's right to cancel and terminate shall not be invoked if the utility has received the construction materials and the contributor has made the deposit as hereinafter required, in which event the utility shall have the obligation to prosecute the work diligently to its completion.

D. The utility shall own the water and/or sewer facilities installed by the utility pursuant to the contributor's engineering plans.

E. The main extension agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

F. At any time when the utility determines that the contributor's payment of the estimated cost of the main extension is insufficient to pay for the actual cost of main extension, the contributor shall be required to provide the utility an additional payment to cover the actual cost.

6. SERVICE CONNECTIONS.

6.1 Tap Fee Requirements: A tap fee will be required of each customer (residential or commercial business), builder or subdivider in the amount of \$850 plus tax per each new water or sewer connection; provided that if the connection is for both water and sewer services, then only one (1) tap fee of \$850 will be payable. The tap fee must be paid in advance of any installation or construction work. The tap fee shall only be collected once for a given location.

6.2 Utility Shall Establish All Connections to Its Lines: The utility 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 at or adjacent to the customer's property line. The utility's

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service line shall be the property of the utility and be accessible to and under the control of the utility at all times.

6.3 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.

6.4 Utility Shall Inspect All Installations of Customer's Service Line: The customer shall notify the utility of the installation of the customer's service line and the utility shall inspect the installation prior to its enclosure. In the installation of a service pipe, the customer shall leave the trench open and pipe uncovered until it is inspected by the utility 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 utility.

6.5 Location: Customer's service lines shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances.

6.6 Customer Responsibility: All leaks in 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 or sewer service being furnished. Particular care must be taken to safeguard the service pipe from fracture or other physical damage so as to prevent the entrance of foreign matter or materials into the water or sewer system. Prompt notice of any difficulty experienced in the utilization of water or sewer service is imperative in order that prompt attention may be given so as to alleviate conditions detrimental to health and sanitation considerations.

6.7 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 done by the owner's agent or by the utility upon request. The utility 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 utility may disconnect water or sewer service to the property to prevent a public health hazard.

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WATER COMPANY, L. L. C.

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

7. BILLING AND PAYMENT.

7.1 Time of Rendering Bills: All bills shall be rendered monthly and shall be due and payable upon receipt. Customers are billed either (i) as actual users of the water or sewer system, or (ii) as subscribers with water or sewer service available for use. The monthly charges for users and subscribers of each service are set forth in the Rate Schedule attached hereto. In addition, state sales tax of 9.25%, or at such other percentages established by the taxing authorities, shall be billed on a monthly basis.

7.2 Responsibility for Correct Customer Billing: It is the responsibility of the customer to notify the utility of the need for service or any change in service. The utility likewise has the responsibility to its customers to regularly monitor the service area in order to advise potential customers of the utility's existence and the services provided.

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

7.4 Payment by Check: The utility, 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.

7.5 Adjustments of Bills - Customer Inadvertently Overcharged: If the utility has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, the utility shall, at the customer's option, credit or refund the excess amount paid by the customer.

7.6 Adjustments of Bills - Customer Inadvertently Undercharged: If the utility has undercharged any customer as a result of a misapplied schedule or any human or machine error, the utility may recover the deficient amount within a period of six months.

7.7 Complaints: Complaints by customers concerning the charges, practices, facilities, or services of the utility shall be investigated promptly and thoroughly. When the Authority has notified the utility that a complaint has been

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President.

received concerning a specific account, the utility shall refrain from terminating the service of that account until the Authority's investigation is completed and the results have been received by the utility.

8. TERMINATION OF SERVICE.

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

- (a) Without notice in the event of a condition determined by the utility to be hazardous.
- (b) Without notice in the event of customer use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.
- (c) Without notice when the utility has discovered clear and convincing evidence that by fraudulent means a customer has obtained unauthorized water or sewer service or has diverted such service for unauthorized use.
- (d) In the event of tampering with the equipment furnished and owned by the utility.
- (e) For violation of, or non-compliance with, the rules which the utility has filed with the Authority.
- (f) For failure of the customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Authority.
- (g) For failure of the customer to permit the utility reasonable access to its equipment.
- (h) For non-payment of a customer's bill provided that the utility has made a reasonable attempt to collect and has given the customer written notice to make settlement on his account 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.
- (i) For failure of the customer to furnish such service equipment, permits, certificates, and/or rights-of-way, as shall have been specified by the utility as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.

8.2 Written Notice of Termination: Before service is terminated, the customer shall be permitted at least seven days, following mailing of written termination notice, in which to cure

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

the default or eliminate the condition for which the service is being terminated.

8.3 Dispute Procedures: When a prospective customer is refused service based on one of the "Grounds for Termination of Service" set forth in Section 8.1 above, the utility shall notify such customer promptly of the reason for the refusal to serve and of his right to appeal the utility's decision to the Authority.

8.4 Disconnection/Reconnection: In all cases of termination of service, where the cause for termination has been corrected, and all rules of the utility on file with the Authority have been complied with, the utility shall promptly restore service to the customer. When service has been terminated, the utility shall charge \$50.00 for disconnection. At the time service is restored, the utility shall charge \$50.00 for reconnection.

9. DISCONTINUANCE OF SERVICE.

9.1 Customer's Discontinuance of Service: Any customer desiring service to be discontinued shall give a written notice to the utility. Until the utility receives such notice, the customer may be held responsible for all services rendered. Upon request by the customer for disconnection, service will be terminated. The utility shall charge \$50.00 for restoring the service if at a later date reconnection is requested by the customer.

10. UTILITY'S WATER SERVICE.

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

10.2 Interruption of Service: The utility shall make all reasonable efforts to prevent interruption of water service and, when such interruption occurs, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its consumers and the general public. Whenever the utility 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 customers. In cases of service interruptions, the utility shall not be liable for any damage or inconvenience suffered by the customer, nor for any claim against it at any time for lessening

ISSUED: February 12, 2007  
By: William W. Geary, Jr., President

of supply, inadequate pressure, poor quality of water or any cause beyond its control.

10.3 No Guaranty of Supply or Pressure: Nothing in these Rules, nor any contract or representation, verbal or written, of the utility 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 utility will at all times, and under all conditions, endeavor to maintain the efficiency of the service consistent with Authority regulations.

10.4 Resale: No person shall purchase water from the utility and resell the water without written consent of the utility.

10.5 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 given only if such quantities can be safely delivered through the utility's facilities and if other customers are not inconvenienced.

10.6 Utility Employees: Only the utility, through its authorized employees, has the authority to turn off water at any curb stop or to disconnect service.

## 11. WATER CONSERVATION PLAN.

11.1 Authority to Impose Conservation Measures: If the utility experiences a short term water supply shortage or other emergency condition, the utility may initially request voluntary general conservation of water uses. If voluntary measures are not successful, then the utility may impose mandatory conservation measures deemed necessary to reduce or eliminate nonessential uses of water. Water emergency conservation measures will continue in effect until terminated by the utility.

11.2 Curtailment of Nonessential Use: In the event of an actual or imminent short term water supply shortage or any other emergency condition affecting the adequacy of the supply of water to the domestic users of the utility's water system, the utility shall require any or all users to curtail or discontinue the use of water for nonessential purposes, and such curtailment or discontinuance shall remain in effect for the duration of such emergency.

The following water uses are declared nonessential, and any one or more of such nonessential uses may be prohibited during a water shortage:



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WATER COMPANY, L. L. C.

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By: William W. Geary, Jr., President

- (a) The use of hoses, sprinklers, or other means of watering grass, trees, plants or other vegetation.
- (b) The use of water for watering golf courses.
- (c) The use of water for washing automobiles or trailers.
- (d) The washing of streets, parking lots, office buildings, exteriors of homes, sidewalks or other outdoor surfaces.
- (e) The use of water for filling swimming pools.
- (f) The use of water to flush a sewer line or manhole.
- (g) The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops and livestock.

11.3 Priorities and Procedures: The following priorities and procedures shall be established in the event water conservation measures are necessary:

- (a) Voluntary cooperation by the customers will initially be requested by the utility.
- (b) The utility shall notify the customers of the implementation of the Water Conservation Plan, at least one day prior to its effective date, by either mailing notices to all customers or by providing an announcement through the public media.
- (c) If voluntary cooperation does not achieve satisfactory results, mandatory compliance will be imposed.
- (d) These conservation measures shall be terminated at such time as the supply shortage is eliminated.

HICKORY STAR  
WATER COMPANY, L. L. C.

TARIFF

TRA-Tariff No. 1  
Fourth Revised Page 13  
Cancels Third Revised Page 13

ISSUED: May 25, 2010  
By: William W. Geary, Jr., Managing Member

EFFECTIVE: June 7, 2010

## 12. RATES

### WATER

Minimum 2,000 Gallons:	\$47.33 per month	(I)
Next 8,000 Gallons:	\$9.80/1,000 Gallons per month*	(I)
Next 10,000 Gallons:	\$8.87/1,000 Gallons per month*	(I)
Next 30,000 Gallons:	\$8.03/1,000 Gallons per month*	(I)
All over 50,000 Gallons:	\$7.46/1,000 Gallons per month*	(I)

### SEWER

Minimum 2,000 Gallons:	\$17.73 per month*
Next 8,000 Gallons:	\$7.39/1,000 Gallons per month*
Over 10,000 Gallons:	\$6.62/1,000 Gallons per month
Hickory Star Marina	\$834.00 per month

### OTHER FEES

Tap Fee:	\$850.00 Per New Water or Sewer Connection**
Deposit:	\$50.00 Per Water or Sewer Meter Set***
Disconnection/Reconnection:	\$50.00 Per Water or Sewer Disconnection
Customer's Request or for Good Cause:	\$50.00 Per Water or Sewer Reconnection
Bills Due:	On Billing Date
Bills Past Due:	15 days after billing date
Billing Frequency:	Monthly

\* Subject to 9.25% Sales Tax

\*\* If connection is for both water and sewer services, only one tap fee of \$850.00 is payable.

\*\* If connection is for both water and sewer services, only one deposit of \$50.00 is payable.



Everett Sinor &lt;everett.sinor@gmail.com&gt;

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**Re: Oct. 23rd Commission Conference**

1 message

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**Everett Sinor** <everett.sinor@gmail.com>  
To: Aaron Conklin <Aaron.Conklin@tn.gov>

Thu, Oct 12, 2017 at 11:08 AM

Aaron, Okay, thank you. Everett 615.969.9027

On Thu, Oct 12, 2017 at 10:57 AM, Aaron Conklin &lt;Aaron.Conklin@tn.gov&gt; wrote:

Though it will be a short appearance and you may not have to say anything, you should probably be present.

---

**From:** Everett Sinor [mailto:everett.sinor@gmail.com]  
**Sent:** Thursday, October 12, 2017 10:43 AM  
**To:** Aaron Conklin  
**Subject:** Re: Oct. 23rd Commission Conference

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Aaron, Should I be at the 10/23 meeting? Everett 615.969.9027

On Thu, Oct 12, 2017 at 10:38 AM, Aaron Conklin &lt;Aaron.Conklin@tn.gov&gt; wrote:

Everett,

In follow up to our conversation earlier, the CCN petition will be on the Oct. 23<sup>rd</sup> agenda, but only for the purpose of the Commission's appointment of a hearing officer.

Aaron

Aaron J. Conklin

Attorney, Tennessee Public Utility Commission

502 Deaderick Street, 4<sup>th</sup> floor

Nashville, TN 37243

(615) 770-6896



## **Matherne, Graham**

---

**From:** Matherne, Graham  
**Sent:** Tuesday, October 31, 2017 11:57 AM  
**To:** aaron.conklin@tn.gov  
**Cc:** 'Robert Moore'; Everett Sinor (everett.sinor@gmail.com)  
**Subject:** FW: Scan Request  
**Attachments:** Survey Map 1.pdf; Survey Map 2.pdf  
  
**Importance:** High

Aaron, in follow up of our conversation, please see that attached. The first is a map of what (upon final review of Rob & Everett -- and you) would be the late filed exhibit to the LHWS CCN Petition -- which sets forth the requested service area in that petition. Everett has gotten this map -- that shows the exiting water lines etc from Gerald. It will also, upon that same review, be what will define the requests to be made in the amended condemnation petition. Also attached is a copy of the same map with "numbers" on it which are explained below.

We wanted to make sure that you are OK with this given what you expect to be further discussions with COUD / Moy Toy / Terra Mountain / RMCC.

1) we ARE NOT requesting the Golf Course area as part of the service area -- that would require giving notice to Standing Rock LLC (the owner) -- which could cause an intervention and mess up the current CCN petition schedule in front of TPUC. If the golf course ever gets back to operating providing of water / ext of service area can be addressed then.

2) we ARE NOT requesting this parcel ( 142 034.00) because that is in the name of TIG Holdings and giving notice might result in intervention etc. It is not platted and if service is needed there in the future, then that can be addressed / service area extended at that time.

3) we ARE NOT going to include this parcel (142 033.00) that is owned by Moy Toy because no line is present and it is not platted. If water service is needed later, it can be addressed at that time.

4) we ARE NOT going to include the bulk of the Eagle's Nest area -- the area colored in is what we have an easement on. If water service is needed later for additional areas in the Eagle's Nest area, that can be addressed then by subsequent water utility operator.

5) we ARE including this parcel (142 031 .00 -- owned by Moy Toy) b/c (while not shown on the map), a water line runs down Ski Drive to the sewer treatment facility and b/c the Water Supply Line appears to "nick" that parcel. We are trying to run to ground who owns the water line etc. Info as to this may cause a change in position as to this parcel being part of the requested service area for the provisional CCN.

6) we ARE including the entire parcel (142 031.05 -- owned by Moy Toy) b/c there is an existing water line running across it to the Sports Area

7) we ARE including the areas noted with a "7s" -- basically cul de sacs b/c these are platted (albeit) undeveloped plots. There are no existing water lines thereon but they are so close to existing water lines that the convenience of meeting future need is compelling and should be part of the service area.

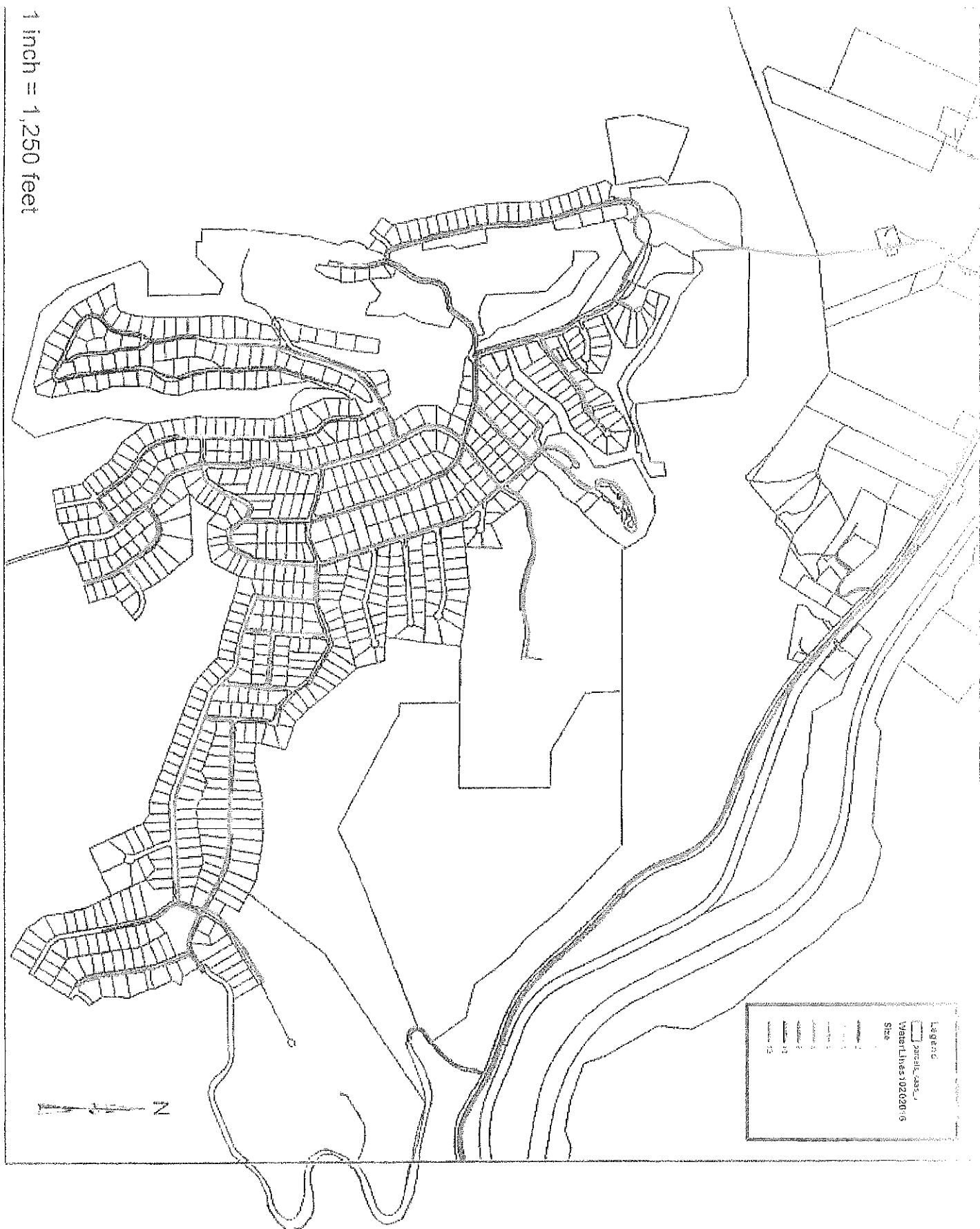
PLEASE NOTE -- the "old access road -- Running Deer" -- as it crosses the Terra Mountain parcel is not being requested, That would need to be addressed later by the subsequent water utility operator.

We think that we should file whatever is decided on regarding the service area by the end of this week. But we wanted to gain your review and input as to whether any of this would cause issues in the envisioned discussions between you and COUD and Moy Toy / Terra Mountain / RMCC.

Thanks and call with questions.

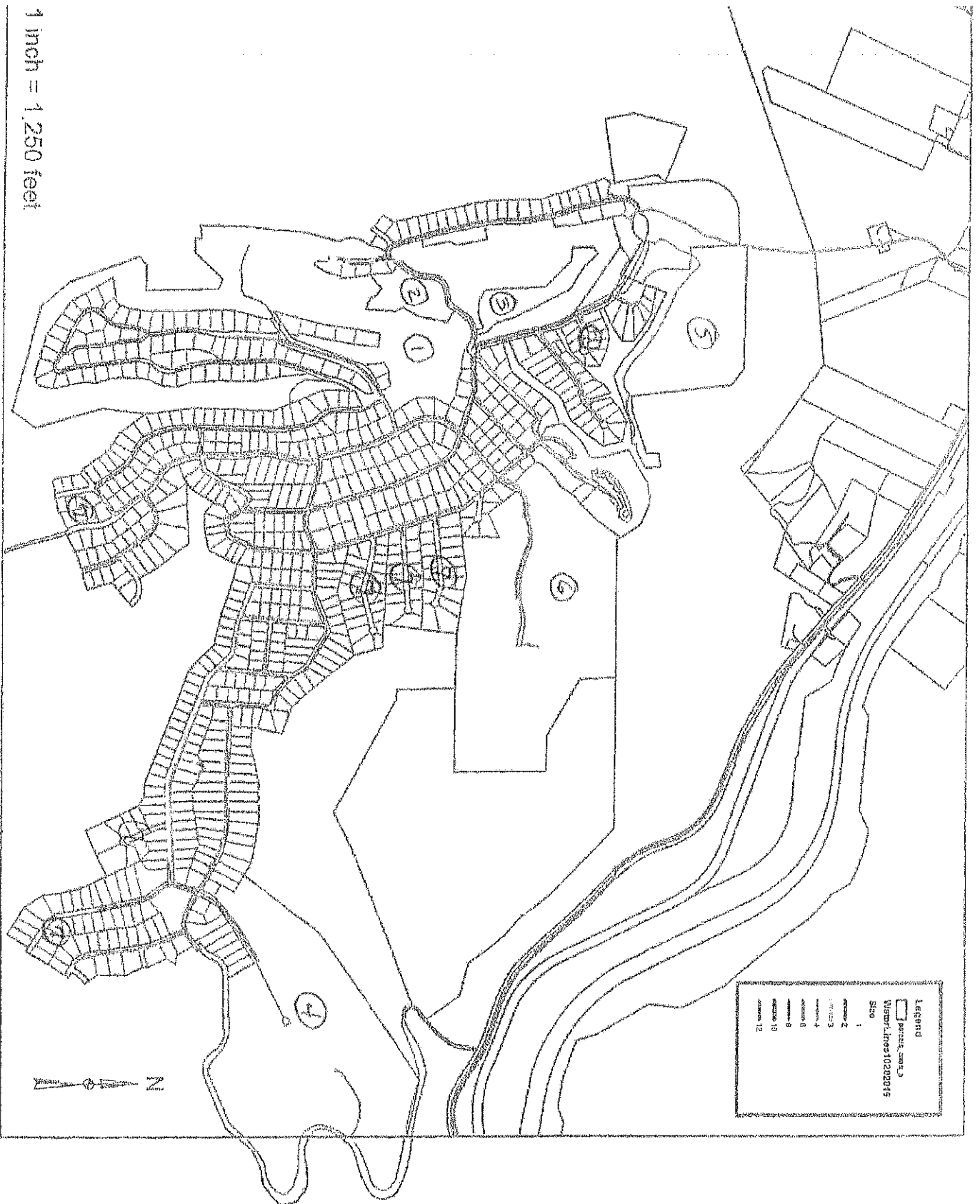
**J. Graham Matherne**

Wyatt, Tarrant & Combs, LLP  
Direct: (615) 251-6708



1 inch = 1,250 feet





1 inch = 1,250 feet

## **Matherne, Graham**

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**From:** Aaron Conklin <Aaron.Conklin@tn.gov>  
**Sent:** Tuesday, October 31, 2017 2:28 PM  
**To:** Matherne, Graham  
**Cc:** Robert Moore; Everett Sinor (everett.sinor@gmail.com)  
**Subject:** RE: Scan Request

Graham,

Talked about this with Kelly and we both agree that this is good. It will be no impediment to settlement talks. This did make me realize that I did not address the CCN petition as one of the cases to be resolved in the draft settlement letter. However, if we reach a resolution and convey to COUD, the CCN petition becomes moot. Good job on these maps and the explanations.

Aaron

**From:** Matherne, Graham [<mailto:gmatherne@wyattfirm.com>]  
**Sent:** Tuesday, October 31, 2017 11:57 AM  
**To:** Aaron Conklin  
**Cc:** Robert Moore; Everett Sinor ([everett.sinor@gmail.com](mailto:everett.sinor@gmail.com))  
**Subject:** FW: Scan Request  
**Importance:** High

\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. \*\*\*

Aaron, in follow up of our conversation, please see that attached. The first is a map of what (upon final review of Rob & Everett -- and you) would be the late filed exhibit to the LHWS CCN Petition -- which sets forth the requested service area in that petition. Everett has gotten this map -- that shows the exiting water lines etc from Gerald. It will also, upon that same review, be what will define the requests to be made in the amended condemnation petition. Also attached is a copy of the same map with "numbers" on it which are explained below.

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Thanks and call with questions.

**J. Graham Matherne**

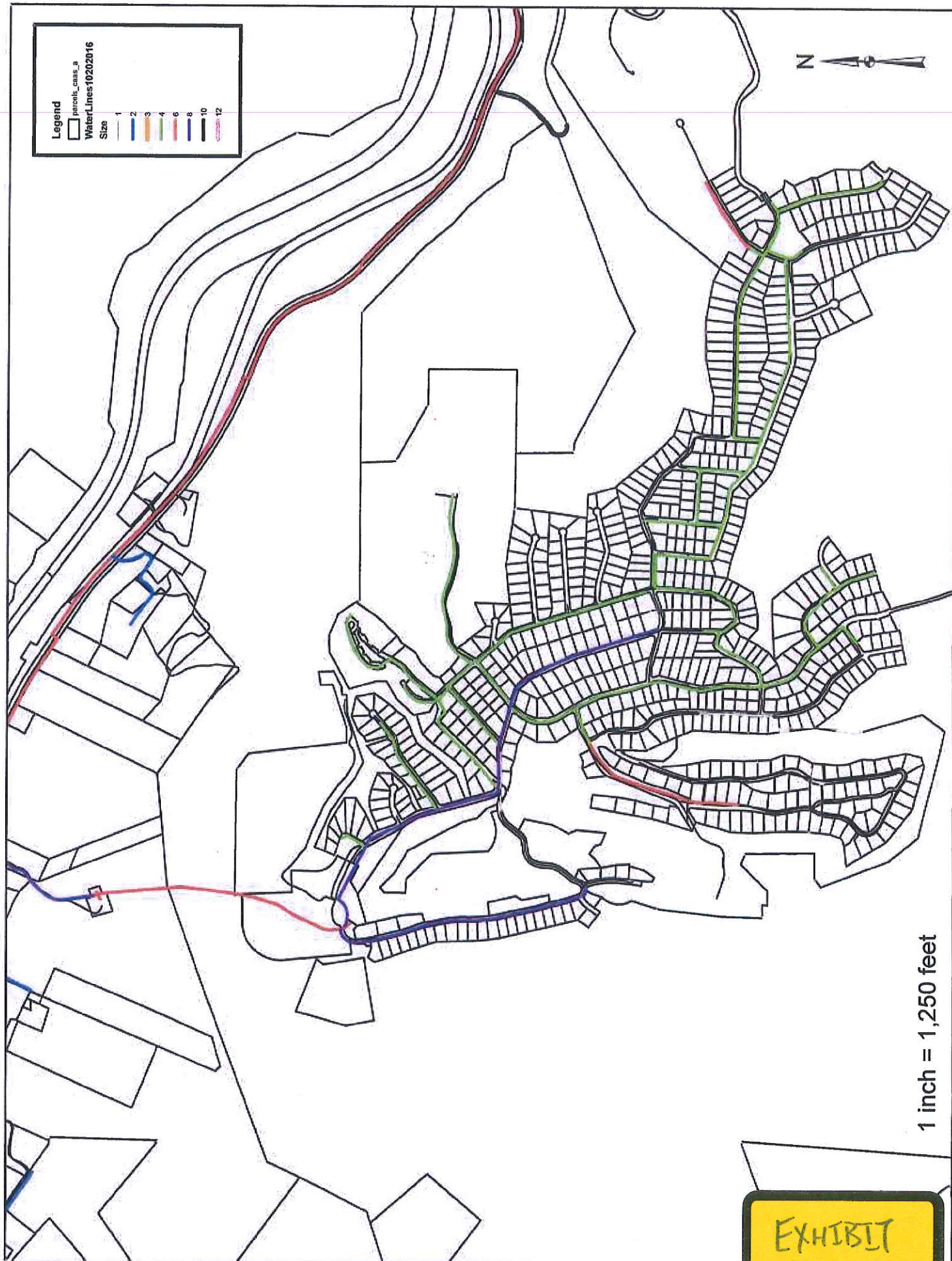
Wyatt, Tarrant & Combs, LLP  
Direct: (615) 251-6708

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Legend

WaterLines 10202016

Size

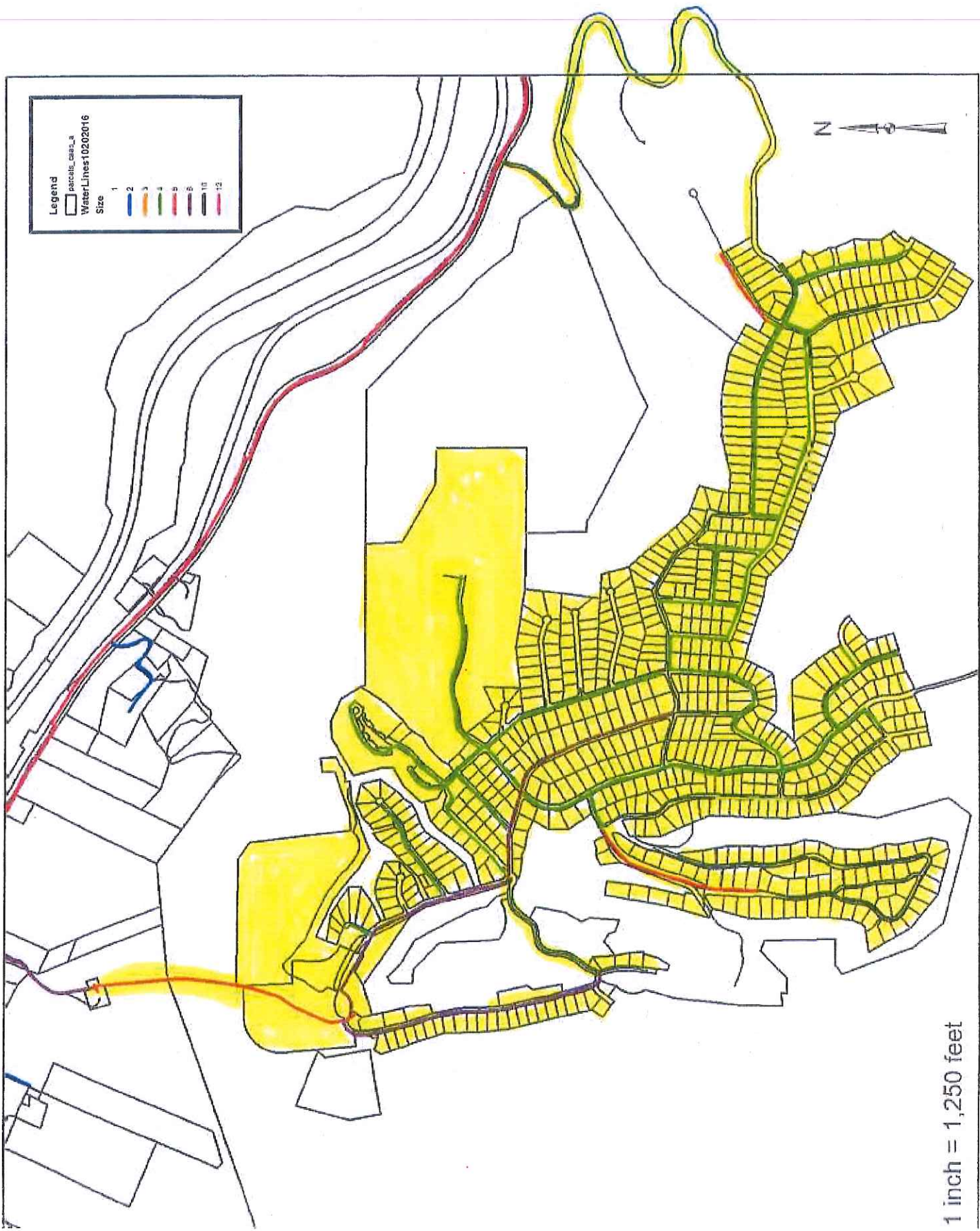
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N

1 inch = 1,250 feet

EXHIBIT  
Second RFP-3





1 inch = 1,250 feet

# Exhibit A

