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February 10, 2023

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket Room
on February 10, 2023 at 1:25 p.m.

Hon. Herbert H. Hilliard, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

RE: *In Re: Joint Application of Aqua Utilities Company, Inc. and Limestone Water Utility Operating Company, LLC for Authority to Sell or Transfer Title to the Assets, Property, and Real Estate of a Public Utility and for a Certificate of Public Convenience and Necessity, TPUC Docket No. 19-00062*

Dear Chairman Hilliard:

Attached for filing please find the *Report Demonstrating Compliance with Filing Requirements of Order Approving Sale of Assets, Property, and Real Estate and Certificate of Public Convenience of Aqua Utilities Company, LLC Subject to Conditions and Requirements of the Tennessee Public Utility Commission* in the above-captioned matter.

As required, the original plus four (4) hard copies will be mailed to your office. Should you have any questions concerning this filing, or require additional information, please do not hesitate to contact me.

Sincerely,

BUTLER SNOW LLP



Katherine Barnes

clw

Attachments

cc: J.W. Luna, Butler Snow

Russ Mitten, Limestone Water Utility Operating Company, LLC

James E. Clausel, Aqua Utilities Company, Inc.

Karen H. Stachowski, Consumer Advocate Division

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**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:

**JOINT APPLICATION OF AQUA
UTILITIES COMPANY, INC., AND
LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC, FOR
AUTHORITY TO SELL OR
TRANSFER TITLE TO THE ASSETS,
PROPERTY, AND REAL ESTATE OF
A PUBLIC UTILITY AND FOR A
CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY**

DOCKET NO. 19-00062

**REPORT DEMONSTRATING COMPLIANCE WITH FILING REQUIREMENTS OF
ORDER APPROVING SALE OF ASSETS, PROPERTY, AND REAL ESTATE AND
CERTIFICATE OF PUBLIC CONVENIENCE OF AQUA UTILITIES COMPANY,
LLC SUBJECT TO CONDITIONS AND REQUIREMENTS OF THE TENNESSEE
PUBLIC UTILITY COMMISSION**

On December 7, 2020, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its Order Approving Sale of Assets, Property, and Real Estate and Certificate of Public Convenience of Aqua Utilities Company, LLC Subject to Conditions and Requirements of the Tennessee Public Utility Commission (“Order”). As conditions of the approvals granted in the Order, the Commission required Limestone Water Utility Operating Company, LLC (“Limestone”) to file a report demonstrating compliance with certain requirements.¹ As of the date of this report, Limestone has filed all but one of the required documents outlined in the Order. The remaining submittal, the required maps and engineering designs, will be submitted thirty (30) days after completion. Although there is no guaranteed completion timeline, Limestone anticipates

¹ *Order Approving Sale of Assets, Property, and Real Estate and Certificate of Public Convenience of Aqua Utilities Company, LLC, Subject to Conditions and Requirements of the Tennessee Public Utility Commission*, p. 16, TPUC Docket No. 19-00062 (Dec. 7, 2007).

completion of the maps by the end of the first quarter of 2023. Each specific filing requirement has been met as follows:

1. A copy of the recorded deed for the land where the lagoon, spray fields, and treatment plant are located and registered easements in Limestone's name for all the land and ownership rights for any and all access to the water system and wastewater system **was filed on June 2, 2021.**

2. A copy of the Purchase and Sale Agreement that has been fully executed by Seller and Buyer acknowledged by the Title Company with the recorded effective date and with all Exhibits attached, complete with documentation **was filed under seal on June 2, 2021, and marked confidential.**

3. A copy of the final executed Assignment of Rights Agreement **was filed on June 2, 2021.**

4. A copy of the State Operating Permit "Request for Transfer" for current permits, both for water and wastewater, **were filed on June 2, 2021.** The transferred State Operating Permit No. SOP-92082 was filed on August 4, 2021.

5. A tariff identifying all residential subdivisions by each subdivision name, as well as any commercial customers, if any, being served by this CCN **was filed on April 1, 2021.**

6. Copies of contracts or pricing agreements between Limestone and Central States Water Resources, LLC, as well as between Limestone and contractors that will ultimately service the Limestone account, such as Midwest Water Operations, LLC and Nitor Billing Services, LLC, **were filed under seal on June 2, 2021, and marked confidential.**

7. Copies of maps and engineering designs for the water and wastewater systems will be filed within thirty (30) days of completion.

8. A bond compliant with the Commission's financial security rules **was filed on April 1, 2021.**

The Order also specifically required Limestone to file a new tariff substituting itself in place of Aqua Utilities Company, LLC ("Aqua"), as the service provider.² **A copy of the new tariff is hereby filed with this report.** The final documents required by the Order, a balance sheet and general ledger "showing Limestone's beginning balances of the assets acquired from Aqua as of the date of acquisition,"³ **were filed on May 20, 2021.**

Limestone has therefore complied with all the filing requirements listed in the Order, except for the maps and engineering designs of the water and wastewater facilities, the status of which are provided in this report. Limestone will provide those documents thirty (30) days after completion.

Respectfully submitted,

BUTLER SNOW LLP



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Counsel for Limestone Water Utility Operating Company, LLC

² Order, at 17.

³ Id.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Karen H. Stachowski, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Karen.Stachowski@ag.tn.gov

This the 10th day of February 2023.



Katherine Barnes

RULES, REGULATIONS AND TARIFFS

FOR

LIMESTONE WATER UOC, LLC

(Aqua Utilities)

1630 Des Peres Road, Suite 140

St. Louis, MO 63131

A. STATEMENT OF PURPOSE

The general purpose of these rules and regulations are:

1. To establish procedures for furnishing water services on uniform bases to customers within the service area boundary of the Aqua Utilities Service Area.
2. To provide standards and procedures operation.
3. Establish rates and other charges.

B. DEFINITION OF TERMS

1. COMPANY: The word COMPANY shall mean Limestone Water UOC.
2. ENGINEER: The word ENGINEER shall mean the consulting engineer of the COMPANY.
3. CUSTOMER: The word CUSTOMER shall mean any person, firm, corporation, association, or government unit furnished services by the COMPANY.
4. PROPERTY: The word PROPERTY shall mean all facilities owned and operated by the COMPANY.
5. COMMISSION: The word COMMISSION shall mean Tennessee Public Service Commission.
6. WATER MAIN: The words WATER MAIN shall mean all lines and appurtenances, including valves, meters, and fittings required to transport water through and including the individual service meters.

B. DEFINITION OF TERMS CONT.

7. **WATER SERVICE LINE:** The words WATER SERVICE LINE shall mean those lines extending from the Customer's service meter to his place of business or residence.
8. **OWNER:** The word OWNER, whenever the same appears herein, means the person, firm, corporation or association having the sole interest in any premises or property which is, or is about to be supplied with services by the Company, and the word OWNERS means all so interested.
9. **TENANT:** The word TENANT, whenever the same appears herein means anyone occupying a premises or property under lease, oral or written, from the Owner and obtaining services from the Company with the consent of his landlord.
10. **CUSTOMER:** The word CUSTOMER as used herein shall mean the party contracting for services.

B. AUTHORIZATION OF RULES AND REGULATIONS:

The Company, which is organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and necessity issued by the Tennessee Public Service Commission in Docket No. 19-00062, submits the following statement of its rules and regulations in compliance with Rule 602.2.

C. EFFECT OF RULES AND REGULATIONS:

All provisions of these rules and regulations shall be incorporated in each contract with each Customer of the Company.

D. UTILITY ITEMS ON PRIVATE PROPERTY:

The Company shall not furnish or maintain any items or appurtenances for services on the Customer's premise without execution of an agreement for an easement or encroachment. No property of the Company shall be located on the premises of Customers. The Building Sewer and water service line shall be maintained by the Customer.

E. **APPLICATIONS FOR SERVICES:**

All applications for services must be made on written forms provided by the Company. Upon acceptance thereof and payment to Company of any Commission-approved tap-on fee, such applications shall constitute a contract between the applicant as a Customer and the Company.

F. APPLICATIONS FOR SERVICES CONT.

A new application must be made upon any change in tenancy where the tenant has contracted for the services or by the new Owner upon any change in ownership where the Owner has contracted for services. Where more than one tenant is supplied through a meter, the application for the water service must be made by the Owner of the property.

When an application is made, the Company reserves the right to require a deposit in cash commensurate with the probable size of the applicant's bill for the purpose of establishing or maintaining any Customer's credit. Any such deposit so made shall be subject to such terms and conditions as may be required by order of regulation of the Tennessee Public Service Commission.

No contract for services will be entered into by the Company with any applicant until all arrears and charges due by such applicant for services to any premises then or theretofore owned or occupied by him shall have been paid.

G. RULES GOVERNING SERVICE:

When the supply of water is to be temporarily shut off, advance notice will be given by the Company when practicable to all Customers affected by the shutting off, stating the probable duration of the interruption of service.

The Company will not permit its mains or services to be connected on any premises with any service pipe or piping which is connected with any other source of supply. The Company will not permit its mains or services to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which may flow back into the Company's service lines or mains.

The Company undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure but reserves the right at any time, without notice to shut off the water in its mains for the purpose of making repairs or extensions or for other purposes.

The Company shall not be liable for a deficiency or failure, regardless of cause, in the supply of water or in the pressure nor for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Company's property. All applicants having boilers upon their premises depending upon the pressure in the Company's pipes to keep them supplied are cautioned against danger of collapse, and all damage occasioned by any such collapse must be borne exclusively by the Customer.

The Company shall require all new Customers who desire both regular water service and fire protection to install separate service lines, one of which is to be used solely for private fire protection. The Company will not permit the use of water from separate fire protection lines except for the extinguishing of fires or fire drills.

The Company shall have the sole right to determine the size of meters, number of meters, valves, service line and connections necessary to give the service applied for.

G. RULES GOVERNING SERVICE CONT.

All applications for service connections must be made in writing on forms furnished by the Company by the person or parties desiring the same, must state the correct lot(s), block and street number of the property to be supplied, and must be signed by the Owner of the premises or his duly authorized agent.

A service line or building sewer shall not be used to supply more than a single property without the consent of the Company. The minimum earth cover of the Customer's service pipe installation shall be three (3) feet.

Service lines or building sewer shall not be installed where any portion must pass through lands, buildings or parts of buildings which are not the property of applicant, unless applicant assumes the liability therefor, in writing.

Meters will be maintained by the Company as far as ordinary wear and tear are concerned, but damage due to freezing hot water or external causes shall be paid for by the Customers (except for outside meter settings).

Rules and regulations regarding meter accuracy, meter testing and frequency of meter tests shall be as contained in the Tennessee Public Service Commission's Rules and Regulations Governing Public Utilities as from time to time revised.

No person other than a Company agent or employee shall take water from any fire hydrant except for fire fighting purposes, and no fire hydrant except for fire fighting purposes, and no fire hydrant shall be used for sprinkling streets, flushing sewers or gutters or for any other purpose except with the advance approval of the Company in writing.

Where water is to be used for steam boilers or other uses where a stoppage of water supply might cause damage, Customers are cautioned that it is impossible for the Company to guarantee a continuous supply of water and that the Customer should, therefore, arrange for adequate storage capacity.

Title to the main, service connections from the main up to and including the meter, stop cocks or valves, buffalo boxes, meters and meter installations is vested in the Company, and shall not be trespassed upon or interfered with in any way.

Curb stops shall not be used by the Customer for turning on or shutting off the water supply. Control of the water supply by the Customer shall be by means of a valve located on the property where the Customer is provided with water service.

Where two or more Customers are supplied through a single service pipe, any violation of the rules and regulations of the Company by either or any of such Customers shall be considered as a violation by all, and the Company may take such action as may be taken for a single Customer committing the violation.

All employees of the Company whose duty compels them to enter the Customer's premises shall, upon request, show their credentials or other evidence of authority.

G. RULES GOVERNING SERVICE CONT.

If the Company finds that a meter seal or cover has been broken or any bypass inserted or there is evidence that the meter or meter seal or cover has been tampered with, the water will be shut off and not turned on again until the Customer has paid for the estimated quantity of water which has been used for the preceding four (4) month period and not registered plus the cost to restore the meter to proper working order and other expense incurred by the Company, plus the reconnection fee hereinabove specified.

It is specifically understood that the Company does not hold itself out to render private fire protection service.

The Company does not hold itself out to furnish public fire protection service.

Automatic lawn sprinklers or sprays or other attachments requiring large quantities of water will be permitted only when water is furnished by meter measurement. The Company reserves the right to restrict lawn sprinkling by Customers whenever in its judgment there is not an adequate supply of water available for such purposes.

A supply of water for construction or other special purposes must be applied for in writing, and the Company reserves the right to require a suitable deposit from the applicant. Water so supplied shall be discharged through a hose or pipe directly upon the material to be wet or into a barrel or other container and not upon the ground or into or through a ditch or trench, and all use of water by other than the applicant or for any purposes or upon any premises not described or stated in the application must be prevented by the applicant.

H. BILLS AND PAYMENT OF SERVICES:

Customers are liable for payment for all water used on the premises or property until notice has been received at the Company's office that the use of water is no longer desired. Customers are liable for all water shown to have passed through the meter whether by use, wastage or leakage.

A Customer's bill will not be considered past due unless it remains unpaid subsequent to the due date printed on the bill. This due date will be twenty-one (21) days after the bill is mailed.

H. BILLS AND PAYMENT OF SERVICES CONT.

Bills for metered service shall be rendered monthly unless otherwise specified in the rate schedule then in effect, and shall show the readings of the meter at the beginning and end of the period for which the bill is rendered as well as consumption for the period.

Bills for water service will be mailed or delivered to the Customer's last address as shown by the records of the Company when due, but failure to receive a bill will not relieve the Customer from the obligation to pay the same. All bills and other accounts must be paid at the office of the Company.

In case the meter cannot be read for any cause, the Company will require a payment of account equal to the estimated bill for the period involved.

In cases where for any cause the meter cannot be read for a period of two (2) billing periods, the Company will turn off the water upon (5) days written notice (8 days, if mailed) unless the Customer provides access to the meter immediately.

Where a meter has ceased to register or is registering improperly, the quantity of water for which the bill will be rendered will be determined by the average registration of the meter for the prior three (3) billing periods.

I. DISCONTINUANCE OF SERVICE:

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as herein set forth.
2. For misrepresentation in the application.
3. For adding to the Property or fixtures without notice to the Company.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For molesting any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Company as filed with the Commission.
8. For disconnecting or reconnecting service by any party other than a duly authorized agent of the Company without the consent of the Company.
9. For discharge of high strength or toxic effluent without pre-treatment.
10. For waste of water due to leakage.

I. DISCONTINUANCE OF SERVICE CONT.:

11. For cross-connecting the Company's supply with any other source of supply, or with any apparatus which may endanger the quality or health standard of the Company's water supply.

If a Customer whose service has been discontinued for non-payment of bills or for violation of the rules and regulations of the Company desires a reconnection, such reconnection will only be made after the Customer:

- (a) has made a deposit to insure future payment of bills (in cases only where no deposit was originally made or where such deposit has been applied to payment of the Customer's delinquent account);
- (b) has paid all unpaid bills and other charges;
- (c) had paid a reconnection fee;
- (d) and has corrected any condition found objectionable under rules and regulations of the company.

J. SECURITY DEPOSITS:

Each new Customer, before connection or reconnection of the service, may be required to make a refundable deposit to secure payment of Customer. Interest of six percent (6%) will be paid on any such refundable deposit. Deposits shall be refunded when service is terminated, unless the deposit is used to satisfy last bill requirements.

K. ENGINEERING, MATERIALS, AND CONSTRUCTION STANDARDS:

All sewerage systems added to the Company system shall meet the Company Requirements.

A prospective Customer shall submit one (1) copy of a preliminary plan of any proposed service system to the Engineer.

Upon approval of the preliminary plans, a prospective Customer shall submit three (3) copies of a final set of plans to the Engineer.

The final plans shall contain a note that all construction is to conform to the technical specifications of the company.

A set of final plans with the approval stamp of the Engineer shall be present at the site of the construction at all times during construction.

One set of "As-Built" plans shall be submitted to the Engineer and one to the Company upon completion.

The Company shall be given 24 hours notice of construction in order to provide adequate inspection.

SCHEDULE OF RATES & CHARGES

Monthly Water Service:

First 1,000 gallons per month	\$19.65 (I)
Monthly usage in excess of 1,000 gallons applied pro rata	\$3.05 per 1,000 gallons (I)

Monthly Wastewater Service:

First 1,000 gallons per month	\$19.65 (I)
Monthly usage in excess of 1,000 gallons applied pro rata	\$3.05 per 1,000 gallons (I)

Service Connection Charges:

Water	\$1,425.00 (I)
Wastewater	\$1,425.00 (I)

Reconnects due to Seasonal Disconnects:

Water	\$120.00 (I)
Wastewater	\$120.00 (I)

Reconnects due to Non-Payment of Bill:

Water	\$15.00
Wastewater	\$15.00

Miscellaneous Charges:

Returned Check Charge	\$20.00
Forfeited Discount Rate	5.00%