

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

<b>IN RE:</b>	)	
	)	
<b>JOINT APPLICATION OF AQUA</b>	)	
<b>UTILITIES COMPANY, LLC, AND</b>	)	<b>DOCKET NO. 19-00062</b>
<b>LIMESTONE WATER UTILITY</b>	)	
<b>OPERATING COMPANY FOR</b>	)	
<b>AUTHORITY TO SELL OR TRANSFER</b>	)	
<b>TITLE TO THE ASSETS, PROPERTY</b>	)	
<b>AND REAL ESTATE OF A PUBLIC</b>	)	
<b>UTILITY AND FOR A CERTIFICATE</b>	)	
<b>OF CONVENIENCE AND NECESSITY</b>	)	

---

**AQUA UTILITIES COMPANY, LLC'S RESPONSE TO THE SECOND SET OF DATA  
REQUEST**

---

To: Karen H. Stachowski (BPR No. 019607)  
Assistant Attorney General  
Vance L. Broemel (BPR No. 011421)  
Senior Assistant Attorney General  
Office of the Tennessee Attorney General  
Financial Division, Consumer Advocate Unit  
P.O. Box 20207  
Nashville, Tennessee 37202-0207  
Phone: (615) 741-2370  
Fax: (615) 532-2910  
Email: vance.broemel@ag.tn.gov  
Email: karen.stachowski@ag.tn.gov

**I. General Objections**

Whether or not separately set forth in response to each Request, Respondent makes the following General Objections to each and every Definition and Request in Consumer Advocate's First Set of Data Request.

1. Respondent objects to the extent that any Request seeks information, or the production of documents protected by the attorney-client privilege, the work product doctrine, or any other

applicable privilege or immunity. Such information or documents shall not be produced in response to the Requests, and any inadvertent production thereof shall not be deemed a waiver of any privilege or right with respect to such documents or information or of any work product doctrine that may attach thereto.

2. Respondent objects to all Requests inclusive, to the extent they purport to enlarge, expand, or alter in any way the plain meaning and scope of any specific Request on the grounds that such enlargement, expansion, or alteration renders said Request vague, ambiguous, unintelligible, unduly broad, or uncertain.

3. Respondent objects to all Requests inclusive, to the extent they seek documents or information not currently in Respondent's possession, custody, or control, or refer to persons, entities, or events not known to Respondent on the grounds that such Requests seek to require more of Respondent than any obligation imposed by law, would subject Respondent to unreasonable and undue annoyance, oppression, burden, and expense, and would seek to impose upon Respondent an obligation to investigate or discover information or materials from third parties or services that are equally accessible to the Consumer Advocate.

4. Respondent objects generally to all Requests to the extent they seek to impose an obligation on Respondent to provide more information than required by the Tennessee Rules of Civil Procedure or any order in this matter.

5. Respondent objects generally to all Requests to the extent that any Request seeks electronically-stored information that is not reasonably accessible to Respondent because of undue burden or cost, including but not limited to documents stored on systems for archival or disaster recovery purposes, data residing in hardware buffer memories, deleted files that have not been fully overwritten, and replica data resulting from automatic back-up functions.

6. Respondent objects generally to all Requests to the extent that any Request seeks information that is not proportional to the needs of this case or that is not relevant to proving one or more of the parties' claims or defenses. Respondent objects on the grounds that said demands are overly broad, and would subject Respondent to undue annoyance, oppression, burden, and expense. Such information shall not be produced in response to the Request.

7. Respondent objects to each Request to the extent that it attempts to include several separate Request or discrete sub-parts within one purported Request. Respondent will not respond to any Request that, including discrete subparts, exceed the applicable limit under the Tennessee Rules of Civil Procedure or the Local Rules.

## **II. Responses**

2-1. Refer to *Tenn. Comp. R. & Regs. 1220-04-13-.17(2)(e)*8. Provide a copy of Aqua Utilities' current tariff.

### **RESPONSE:**

**Aqua Utilities' current tariff is attached as Exhibit 1.**

2-2. Refer to Aqua Utilities' Responses to Consumer Advocate's DR Nos. 1-3 and 1-17. The Company states that it never received information for a distribution map showing lines, line sizes, valves, blow-offs and hydrants for the Points of Pickwick Area. However, the Company states that the "pipes have necessary capacity to take water from the main meter at Savannah Utility Department to the residences." Explain how the Company knows that the pipes have sufficient capacity to serve the Points of Pickwick Area if it doesn't have either the information for a distribution map or an existing distribution map for the Points of Pickwick.

### **RESPONSE:**

**Aqua Utilities has knowledge that the pipes have the necessary capacity to take the water from the**

**main meter at the Savannah Utility Department to the residences, because several of the pipes have recently been replaced and updated. By way of example, the pipes running from the main meter to the Development are ten (10) inches in diameter. Several of the pipes that have been repaired and replaced go as far down as six (6) inches in diameter, which is more than sufficient to serve the Points of Pickwick area. Further, Aqua Utilities never received this information for the Points of Pickwick area. The original Developer filed this information with TDEC. However, as of the date of production, Aqua Utilities does not have this information in its possession. Aqua Utilities will provide this information if and when it becomes available.**

2-3. Refer to Aqua Utilities' Responses to Consumer Advocate's DR No. 1-17. It appears that the Company's Response was incomplete because it ended at the word "without." Provide the Company's complete response to DR No. 1-17.

**RESPONSE:**

**Aqua Utilities' response is as follows:**

**Respondent objects on the grounds that this question is overly broad and the information is equally accessible to the Consumer Advocate. In the interest of free and open discovery and without waving said objection, the Respondent states the following: Aqua Utilities never received this information for Points of Pickwick area. The requested information for the NorthShore Phases I, II, and III and the Preserve are on file with TDEC and cannot be reproduced for purpose of this response.**

2-4. Refer to Aqua Utilities' Responses to Consumer Advocate's DR No. 1-20. The Company states that it will transfer "all assets to the Purchaser." Provide a complete listing of all assets to be transferred to Limestone upon the completion of the transaction.

**RESPONSE:**

**Aqua Utilities will transfer the following assets to Limestone: 32 acres of land, the lagoons,**

**spray fields, a filter house, all the lift stations, and all pumps. See the Purchase and Sale Agreement filed as an Exhibit to this Application.**

Dated: March 10, 2020

Respectfully Submitted,



Charles B. Welch, Jr., Esq.

Tyler A. Cosby, Esq.

Farris Bobango PLC

414 Union Street, Suite 1105

Nashville, TN 37219

(615) 726-1200 (telephone)

[cwelch@farris-law.com](mailto:cwelch@farris-law.com)

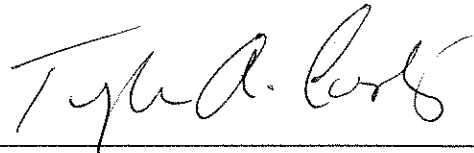
[tcosby@farris-law.com](mailto:tcosby@farris-law.com)

*Attorneys for Joint Applicants Aqua Utilities  
Company, Inc., and Limestone Water Utility  
Operating Company, LLC*

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the forgoing has been served via either U.S. Mail, postage prepaid, or electronically to the following this 10<sup>th</sup> day of March, 2020.

Vance Bromel  
Karen H. Stachowski  
Consumer Protection and Advocate Division  
Office of the Attorney General  
P.O. Box 20207  
Nashville, TN 37202

A handwritten signature in black ink, appearing to read "Tyler A. Cosby", written over a horizontal line.

Tyler A. Cosby

**RULES, REGULATIONS AND TARIFFS**

**FOR**

**AQUA UTILITIES COMPANY**

**706 MAIN STREET**

**SAVANNAH, TN 38372**

**PHONE 731-925-6547**

**EXHIBIT**

1

tabbics

A. STATEMENT OF PURPOSE

The general purpose of these rules and regulations are:

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

B. DEFINITION OF TERMS

1. COMPANY: The word COMPANY shall mean the Aqua Utilities Company.
2. ENGINEER: The word ENGINEER shall mean the consulting engineer of the Aqua Utilities.
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. TRUNK SEWER: The words TRUNK SEWER shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from many tributary branches and terminates at the sewage treatment plant or major lift station.
7. COLLECTOR SEWER: The words COLLECTOR SEWER shall mean those sewers running within the development and conveying the sewage to the trunk sewer.
8. LATERAL SEWER: The words LATERAL SEWER shall mean those sewers extending from the Collector Sewer to the property line of the Customer.
9. BUILDING SEWER: The words BUILDING SEWER shall mean that sewer extending from the Customer's property line to his place of business or residence.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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 on \_\_\_\_\_ under Docket No. 90-04334, 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 broilers 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.

For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any non-residential user to provide special treatment for any high strength or toxic effluent before discharge into its sewerage system. The Company may, upon the basis of recognized engineering standards and treatment cost, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewerage system. Generally, only domestic sewage or its equivalent if allowed in the system without pre-treatment. All State and Environmental Protection Agency pre-treatment requirements must be followed.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume in order to compute additional taps required.

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%