

# BUTLER | SNOW

February 17, 2023

**VIA ELECTRONIC FILING**

Hon. Herbert H. Hilliard, Chairman  
c/o Ectory Lawless, Docket Room Manager  
Tennessee Public Utility Commission  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243  
[TPUC.DocketRoom@tn.gov](mailto:TPUC.DocketRoom@tn.gov)

Electronically Filed in TPUC Docket Room  
on February 17, 2023 at 2:02 p.m.

**RE: *In Re: Application of Limestone Water Utility Operating Company, LLC for Authority to Sell or Transfer Title to the Assets, Property, and Real Estate of a Public Utility, Cartwright Creek, L.L.C., and for a Certificate of Public Convenience and Necessity, TPUC Docket No. 21-00053***

Dear Chairman Hilliard:

Attached for filing please find the *Report Demonstrating Compliance with Filing Requirements of Order Approving Settlement Agreement and Transfer of Systems and Granting Certificate of Convenience and Necessity* in the above-captioned matter. Please note that the Cartwright Creek GL Purchase Detail and Limestone GL Detail documents are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of the Cartwright Creek GL Purchase Detail and Limestone GL Detail documents are attached.

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: Russ Mitten, Limestone Water Utility Operating Company, LLC  
Karen H. Stachowski, Consumer Advocate Division

*The Pinnacle at Symphony Place  
150 3<sup>rd</sup> Avenue South, Suite 1600  
Nashville, TN 37201*

**KATHERINE B. BARNES**  
615.651.6797  
[katherine.barnes@butlersnow.com](mailto:katherine.barnes@butlersnow.com)

*T 615.651.6700  
F 615.651.6701  
[www.butlersnow.com](http://www.butlersnow.com)*

BUTLER SNOW LLP

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

**IN RE:** )  
 )  
**APPLICATION OF LIMESTONE** )  
**WATER UTILITY OPERATING** )  
**COMPANY, LLC, FOR AUTHORITY** )  
**TO SELL OR TRANSFER TITLE TO** )  
**THE ASSETS, PROPERTY, AND** )  
**REAL ESTATE OF A PUBLIC** )  
**UTILITY, CARTWRIGHT CREEK,** )  
**LLC, AND FOR A CERTIFICATE OF** )  
**PUBLIC CONVENIENCE AND** )  
**NECESSITY** )

**DOCKET NO. 21-00053**

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**REPORT DEMONSTRATING COMPLIANCE WITH FILING REQUIREMENTS OF  
ORDER APPROVING SETTLEMENT AGREEMENT AND TRANSFER OF  
SYSTEMS AND GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY**

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On January 24, 2022, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its *Order Approving Settlement Agreement and Transfer of Systems and Granting Certificate of Convenience and Necessity* (“Order”). In the Order, the Commission approved the *Stipulation and Settlement Agreement* entered into by Limestone Water Utility Operating Company, LLC (“Limestone”), Cartwright Creek, LLC (“Cartwright Creek”), and the Consumer Advocate Unit in the Financial Division of the Office of the Attorney General (“Consumer Advocate”).<sup>1</sup> It also required Limestone to file a report demonstrating compliance with certain requirements outlined in the *Stipulation and Settlement Agreement*, specifically paragraphs 5, 9, 13, and 16 through 22.<sup>2</sup> 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

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<sup>1</sup> *Order Approving Settlement Agreement and Transfer of Systems and Granting Certificate of Convenience and Necessity*, p.11, TPUC Docket No. 21-00053 (Jan. 24, 2022).

<sup>2</sup> *Id.*

designs, will be submitted thirty (30) days after completion. Although there is no guaranteed completion timeline, Limestone anticipates completion of the maps by the end of the first quarter of 2023. Each specific filing requirement has been met as follows:

Paragraph 5. All accounting entries related to the acquisition, including the transferred balances in each escrow account, **were filed on January 28, 2022.**

Paragraph 9. A balance sheet showing Cartwright Creek's ending balances of the assets acquired by Limestone as of the date of the acquisition, as well as a balance sheet showing Limestone's beginning balances of the assets acquired from Cartwright Creek as of the date of the acquisition **was filed in PDF format on January 28, 2022.** The supporting general ledger **was filed in its native Excel format on September 8, 2022, under seal and marked confidential.** In its correspondence dated July 20, 2022, and September 23, 2022, the Consumer Advocate requested additional supporting detail and information in native Excel format, **which is hereby filed with this report, under seal and marked confidential.**

Paragraph 13. A new tariff substituting Limestone in place of Cartwright Creek as the service provider **is hereby filed with this report.** 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 January 25, 2022.** The list of commercial customers was filed under seal and marked confidential.

Paragraph 16. A bond compliant with the Commission's financial security rules **was filed on January 24, 2022.**

Paragraph 17. Copies of contracts or pricing agreements between Limestone and any affiliate and between Limestone and contractors that will provide ongoing operations and

maintenance or billing services to the Cartwright Creek systems or customers served by those systems **were filed on September 8, 2022, under seal and marked confidential.**

Paragraph 18. A copy of the recorded deed(s) for land where Cartwright Creek's facilities are located and registered easements in Limestone's name for all the land and ownership rights for any and all access **was filed on January 25, 2022.**

Paragraph 19. 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 on January 25, 2022.**

Paragraph 20. A copy of the final executed Assignment of Rights Agreement **was filed on January 25, 2022.**

Paragraph 21. A copy of the State Operating Permit "Request for Transfer" for current permits, both for water and wastewater, **was filed on January 26, 2022.** The transferred National Pollutant Discharge Elimination Permit No. TN0027278 was filed on February 7, 2022.

Paragraph 22. Copies of maps and engineering designs for the wastewater systems **will be filed within thirty (30) days of completion.**

Limestone has therefore complied with all the filing requirements listed in the *Stipulation and Settlement Agreement* and Order, except for the maps and engineering designs of the

wastewater facilities, the status of which are provided in this report. Limestone will provide those documents thirty (30) days upon completion.

Respectfully submitted,

BUTLER SNOW LLP



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Katherine Barnes

Melvin Malone

The Pinnacle at Symphony Place

150 Third Avenue South, Suite 1600

Nashville, TN 37201

Tel: (615) 651-6700

[Katherine.Barnes@butlersnow.com](mailto:Katherine.Barnes@butlersnow.com)

[Melvin.Malone@butlersnow.com](mailto:Melvin.Malone@butlersnow.com)

*Counsel for Limestone Water Utility Operating  
Company, LLC*

# **PUBLIC VERSION**

## **Cartwright Creek GL Purchase Detail**

# **PUBLIC VERSION**

**Limestone GL Detail 12.31.21**

**Limestone Water UOC**

**Wastewater Service Tariff**

**TRA #1**  
**Rate Schedules**



## **SCHEDULE OF RATES & CHARGES GRASSLAND SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

1-2 Bedroom	\$42.00
2 Bedroom	\$42.00
3 Bedroom	\$46.50
4 Bedroom	\$52.00
5 Bedroom	\$55.25

### **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

### **Miscellaneous Charges:**

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

*All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.*

### **Property Owner/Builder/Developer Fees:**

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

*A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.*

*\*- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

*\* \$14.29 or \$10,000.00, whichever is greater.*

## **SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

All Residential Customers	\$55.25
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### **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

### **Miscellaneous Charges:**

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

*All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.*

### **Property Owner/Builder/Developer Fees:**

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

*A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.*

*\*- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

*\* \$14.29 or \$10,000.00, whichever is greater.*

## **SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

All Residential Customers	\$55.25
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### **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

### **Miscellaneous Charges:**

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

*All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.*

### **Property Owner/Builder/Developer Fees:**

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

*A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.*

*\*- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

*\* \$14.29, or \$10,000.00 whichever is greater.*

## **SCHEDULE OF RATES & CHARGES HARDEMAN SPRINGS SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

All Residential Customers	\$55.25
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### **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

### **Miscellaneous Charges:**

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

*All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.*

### **Property Owner/Builder/Developer Fees:**

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

*A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.*

*\*- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

*\* \$14.29 or \$10,000.00, whichever is greater.*

Limestone Water Utility  
Operating Company, LLC  
1630 Des Peres Rd. Suite 140  
St. Louis, MO 63131

Original Sheet # 1-5

**Schedule of Rates and Charges**  
**Chapel Woods Service Territory**

**Residential Monthly Wastewater Service:**

All Residential Customers:

\$29 per month

\* Indicates new rate or text

+ Indicates change

DATE OF ISSUE \_\_\_\_\_  
Month Day Year

DATE EFFECTIVE \_\_\_\_\_  
Month Day Year

ISSUED BY Josiah Cox President  
name of officer title

address

**Limestone Water UOC**

**Wastewater Service Tariff**

**TRA #2**  
**Rules and Regulations**

## **RULES AND REGULATIONS**

### Statement of Purpose

The general purposes of these rules and regulations are to establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of Limestone Water UOC, LLC.

### Definition of Terms

1. Company - The word Company shall mean the Limestone Water UOC, LLC.
2. Engineer - The word Engineer shall mean the consulting engineer of Limestone Water UOC, LLC.
3. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished sewerage 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 the Tennessee Regulatory Authority.
6. Sewer – Piping, both gravity and pressure type, not on the customer's property, that collect and transport wastewater, including valves, manholes, access boxes, valve vaults, cleanouts, and other devices on the sewer.
7. Collection lines – See Sewer.
8. Lateral Sewer – The words Lateral Sewer shall mean the piping extending from the Collection lines to the Customer's property line (for customers with gravity only sewer connections) or to the Service Box (for customers with grinder pumps).
9. Service Box – For Customers with grinder pumps, a below ground valve assembly installed at each individual customer's property that connects to the Company's lateral sewer and where the customer's Service line is connected.
10. Service line – For customers with gravity sewer connections, the piping on the Customer's property extending from the Lateral Sewer to the customer's place of business or residence. For customer's with grinder pumps, the piping on the customer's property that connects the Grinder Pump to the Service Box, including the cleanout and connection to the pump.
11. Grinder Pump – The individual grinder pump installed at each residential or non-residential service location that receives and pumps sewage from the customer to the Company's sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring.
12. Residential Service - The words Residential Service shall mean the provision of wastewater service to a customer whose primary use is for the customer's personal dwelling.
13. Commercial Service – The words Commercial Service shall mean the provision of wastewater service to a customer whose primary use is for other than the customer's personal dwelling.

### Authorization of Rules and Regulations

Limestone Water UOC, LLC, a corporation organized and engaged in business as a public utility in the State of Tennessee under a transferred Certificate of Convenience and Necessity approved by the Tennessee Regulatory Authority submits the following statement of its rules and regulations.

### Effect of Rules and Regulations

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

Utility Items on Private Property

1. For Customers with gravity connections, the Customer shall own and maintain all piping within the residence or commercial building and exterior piping and Service Line.
2. For Customers with grinder pumps, the Customer shall own and maintain all piping within the residence or commercial building and external piping connecting to the grinder pump. The Company shall maintain the grinder pump and service line and the Customer shall be responsible for the cost of repair and maintenance of the grinder pump and service line. The Customer shall be responsible for furnishing and maintaining electrical power to the grinder pump.

Discontinuance of Service

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

1. Non-payment of bill as hereinafter set forth.
2. For misrepresentation in the application.
3. For modifying or repairing any Property of the Company.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For damaging any service pipes or any property of the Company in any way whatsoever.
6. Vacancy of premises.
7. For disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.

Non-payment Penalties

A penalty of five (5%) percent of the monthly charge will be due after the 15<sup>th</sup> day of each month for which a bill has been rendered. After twenty (20) days non-payment after the first day of the month in which the bill is payable, the Company may shut-off the customer's service; provided, however, the Company will give the customer an additional fifteen (15) days' notice before discontinuation. A fee of Ten and No/100 (\$10.00) Dollars will be charged for disconnection and a Fifteen and No/100 (\$15.00) Dollars fee will be charged for re-connection of service, plus the actual cost of remedying any damage to the shut-off valve or other facilities. No service shall be turned on again if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and re-connection fees.

Change in Ownership, Tenancy of Service

A new application and agreement must be made and approved by the Company on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.

Security Deposits

Each new Customer, before connection or re-connection, of the service may be required to make a refundable deposit to secure payment of sewerage bills in an amount double the monthly bill for that particular type of customer.

Engineering Materials and Construction Standards

To be provided upon written request.



#### Special Pretreatment Sewage Requirements

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 effluent before discharge into its sewerage system. The Company may, upon the basis of recognized engineering standards and treatment costs, 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.

Additionally, if excessive volumes or high strength of sewage are received, the Company may require the Customer to monitor flow volume in order to adjust the monthly sewer service rate.

#### Damages

The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. If the Customer fails to repair any such leak, the service may be discontinued until repairs are made.

#### Inspection

All pipes, valves and fixtures shall be subject to inspection at all reasonable hours by the Company or its duly authorized agent.

#### In Event of Emergency

The Company shall not be liable to the Customer for interruption of service, or for damages or inconveniences as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company.

#### Extension Plan

The Company may furnish sewer services to additional property owners. The sewer service charges and tap fees identified in the Company's Tariff do not include costs for constructing new sewers. Any collector and/or lateral sewers required to service such properties shall be constructed at the cost of those parties desiring same, and these sewers shall become the property of the Company, to be credited to the account for contributions in aid of construction.

#### Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company:

1. A sewer service contract.
2. The application and contract for sewer tap services (when applicable).

Customer Billing Forms

All customer billings shall be on a standard form whether residential, commercial or industrial.

Public Contact

Billing & Plant Operations:  
1-855-723-2450

support@limestonewateruoc.com

Tennessee Regulatory Authority Regulations

The utility in its operation shall conform with all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

Returned Checks

Any Customer whose personal check is returned by the bank shall pay the Company an additional fee of \$25.00, which will be clearly indicated on the bill.

Payment Plans

The Company offers each customer the opportunity to resolve any past due balances to avoid “Non-payment Penalties”. Customer may pay a past due bill, including returned check fees and other charges, disconnection and reconnection charges in a payment plan over a three to six-month billing cycle. Customers that desire to take advantage of this plan should submit their written request to the Company’s business office.

If service has been disconnected, service will be reconnected within 2 days of receiving the first payment. The Company will offer one such payment plan within a full calendar year.

In the event that a customer on a payment plan fails to pay a monthly installment as per the terms of the plan and is more than fifteen (15) business days late on any payment, then the customer’s service is subject to disconnection and all past due charges in addition to disconnect/reconnect fees would become due and payable prior to having service restored.

Alternative Address Notification

Customers can provide an alternative address for notification for potential disconnection that will also receive the required notices of disconnection. Customers shall submit alternative notification requests to the Company in writing.

Limestone Water UOC  
1630 Des Peres Road  
Des Peres MO 63131

## SEWER SERVICE CONTRACT

\_\_\_\_\_Number of Bedrooms \_\_\_\_\_Square Feet

### **Responsible Party for paying the bill:**

Customer Name \_\_\_\_\_

Address of Service \_\_\_\_\_

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

Mailing Address (if different) \_\_\_\_\_

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

Phone: Home # \_\_\_\_\_ Work # \_\_\_\_\_

Email address: \_\_\_\_\_

(Limestone Water UOC does not sell or provide customer contact information to third parties.)

Contact Person (if different from Customer) \_\_\_\_\_

*I hereby make application to Limestone Water UOC, LLC for connection with the mains of the sewer system and agree to pay for access, tap and service fees according to prevailing rates as identified in the Company's Tariff.*

*The Customer understands that the Company will provide a monthly bill to the Customer for sewerage services furnished. A penalty provision of five (5%) percent of the monthly charge applies to all bills after the 15<sup>th</sup> day of each month for which a bill has been rendered and will give the Company the right to collect such penalty. The failure to pay said bill the 20<sup>th</sup> day of the month following said bill will give the Company the immediate right to discontinue the furnishing of service, or to enforce a lien against the applicant's property. The Customer understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. If the Customer elects to terminate service, such termination shall be done by written notice to the Company 30 days prior to the requested termination date.*

*I understand that all service is subject to the rules and regulations of Limestone Water UOC, LLC tariff, which may be amended from time to time and that these rules and regulations are part of this agreement.*

Date \_\_\_\_\_ Signed \_\_\_\_\_

Contract approved and issued:

Date \_\_\_\_\_ By \_\_\_\_\_

### **Office Use Only:**

Account # \_\_\_\_\_

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](mailto:Karen.Stachowski@ag.tn.gov)

This the 17<sup>th</sup> day of February 2023.

  
\_\_\_\_\_  
Katherine Barnes