

From: [Contact TPUC](#)
To: [Ectory R. Lawless](#)
Subject: FW: [EXTERNAL] Docket number 2100059
Date: Tuesday, September 27, 2022 9:37:19 AM

-----Original Message-----

From: Jay Ulrich <[REDACTED]>
Sent: Monday, September 26, 2022 12:47 PM
To: Contact TPUC <Contact.TPUC@tn.gov>
Subject: [EXTERNAL] Docket number 2100059

I have great concern over the Letter I received from LimeStone Water UOC, LLC.

My concern is about the wording "if the proposal is approved by the TUPC, Limestone Water would be subject to the jurisdiction to TPUC in the following areas: Candlewood Lakes HOA"

Candlewood Lakes is a POA. Please NOT a HOA.

Due to this typo of the name, from my limited experience with the court system, could possibly nullify The Water Company from being under the control of TUPC. They could argue in court, since Candlewood Lakes HOA does not exist then TUPC is not in control of the water fees for Candlewood Lakes POA because they are 2 different organizations.

Please verify that this sale is between LimeStone Water UOC, LLC. and Candlewood Lakes POA. Once again NOT Candlewood Lakes HOA, that organization does not exist.

ANOTHER concern,

The way the sale of the water utility was brought about.
The board members had a meeting and stated

1) at that special meeting about the sale.

A) POA had to come up with the money for a new backup well in 14 days or on the 15 day steep and excessive fines would be imposed on the POA by the TUPC.

B) or have a signed agreement in 15 days steep and excessive fines would be imposed on the POA by the TUPC.

C) agreed to have a meeting with the Buyer on the 14 day. It was announced that the sale had to be signed to in 30 day or steep and excessive fines would be imposed on the POA by the TUPC on the 31 day

D) please explain how the sale had to be completed in 14 days then 14 days later the POA had 30 days to decide.

E) Did the TUPC actually threaten the fines or was it a scare tactic?

F) either way, sales was agreed upon by using scare tactics. They had 5 years to resolve the issue of the new well. POA agreed to a water price hike a few years ago for the new well. The Board when they went to the TN for a gov't loan to subsidize the new back up well, the board decided NOT to have an AUDIT on the books done, which disqualified the POA getting the loan.

2) many would still agree to this sale and many would not. It is the scare tactics used by the Board members I disagree with. Which, we still have basically the same board, there are 2-3 key members and they appoint people who agree with them. They have the power according to the By-laws to do so.

This is because there has not been enough active members to hold a vote for new board members. Active members, according to the board for the last 2 years +/-, Active members are those who Pay \$48 per lot annual dues are current members.

The court of law has already ruled against that excessive fee a few years ago because the by-laws of the POA state that the annual dues is \$48 for the first lot and then \$9 for each adjoining lot and \$48 per each lot non adjoining lots. Which the current board claims the court ruled in error. This means then can ignore the court ruling

There is a court hearing that keeps being postponed to 2 years approximately, Over this issue. The court hearing keeps being delayed for unknown reasons.

Thank you for your time

Gay Ulrich