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September 26, 2022

Chairman Kenneth Hill  
c/o Ectory Lawless  
Tennessee Public Utilities Commission  
502 Deadrick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

- Re: *Docket 21-00055, 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 and for a Certificate of Public Convenience and Necessity*
- Re: *Docket 21-00060, 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 and for a Certificate of Public Convenience and Necessity*

Dear Chairman Hill:

On September 2, 2022, Tennessee Public Utility Commission's Director of Utilities Division, David Foster, sent a letter requesting that Limestone Water Utility Operating Company provide a response to four data request. This purpose of this letter is to provide Limestone's responses to each request. Limestone's responses are as follows:

1. If a customer notice has been provided to customers, please provide documentation of such notice. If notice has not been provided, please issue customer notice within 30 days in advance of the October 10, 2022 Commission Conference as required by Commission Rule 1220-04-14-.08(5).

**RESPONSE: All customer notices were mailed via first class mail on 9/9/2022.**

2. After completion of the sale, will Chapel Woods and Shiloh Falls, Inc. retain any authority over the assets or operations of the wastewater system? If so, please explain.

**RESPONSE: Limestone Water UOC will take ownership of all assets and operations relating to the wastewater systems of both Chapel Woods and Shiloh Falls upon closing on the systems.**

3. After completion of the sale, will Chapel Woods and Shiloh Falls, Inc. continue to charge any rate to lot owners/customers related to the provision of wastewater service? If so, please explain.

**RESPONSE: Chapel Woods and Shiloh Falls will not charge any rate to lot owners/customers related specifically to the provision of wastewater service.**

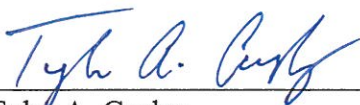
4. It is requested that Limestone file a separate tariff for both Chapel Woods' and Shiloh Falls' service areas detailing all rates, terms and conditions for service that will apply to customers post acquisition. Also, please confirm the entirety of rates currently assessed by Chapel Woods, including, but not limited to, monthly water charges, late fees, reconnection fees, tap fees, etc. Please provide the average customer's bill pre-acquisition and post-acquisition.

**RESPONSE: Limestone has proposed to adopt the attached Shiloh Fall's tariff in its entirety. The average bill will not change as a result of this acquisition. Additionally, Limestone has proposed to adopt the current rates of Chapel Woods which, to the best of Limestone's knowledge, consists of a flat \$29 fee per month. Please see Original Sheet 1-5 of the attached tariff which incorporates Chapel Woods into the currently approved tariff on file with the Commission.**

If you have any questions, please feel free to reach me at 615-687-4225 or via email at [tcosby@farris-law.com](mailto:tcosby@farris-law.com).

Sincerely,

FARRIS BOBANGO PLC

  
Tyler A. Cosby

Encl.

cc: Josiah Cox  
David Foster  
Patsy Fulton

**CARTWRIGHT CREEK, LLC**

**DOCKET NO. 21-00053 – LIMESTONE PURCHASE OF  
CARTWRIGHT CREEK, LLC**

**FIRST DISCOVERY REQUEST OF THE CONSUMER ADVOCATE**

**ATTACHMENT 1-17A – TARIFF**

# **Cartwright Creek**

## **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
---------------------------	---------

### **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
---------------------------	---------

### **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
---------------------------	---------

### **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

# **Cartwright Creek**

## **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 Cartwright Creek, LLC.

### Definition of Terms

1. Company - The word Company shall mean the Cartwright Creek, LLC.
2. Engineer - The word Engineer shall mean the consulting engineer of Cartwright Creek, 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

Cartwright Creek, 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 on November 8, 2004, under Docket No. 04-00358, 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).

Cartwright Creek  
Wastewater Service Tariff  
TRA #2 – Rules & Regulations

Original Sheet #2-4  
Effective Date: January 1, 2017

Customer Billing Forms

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

Public Contact

Billing:  
Cartwright Creek, LLC  
Bruce Meyer  
1551 Thompson's Station Road West  
Thompson's Station, TN 37179  
615-261-8615

Plant Operations:  
Cartwright Creek, LLC  
Bruce Meyer  
1551 Thompson's Station Road West  
Thompson's Station, TN 37179  
615-261-8600

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.

Cartwright Creek, L.L.C.  
1551 Thompson's Station Road West  
Thompson's Station, TN 37179  
615-261-8600

## 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: \_\_\_\_\_

(Cartwright Creek does not sell or provide customer contact information to third parties.)

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

*I hereby make application to Cartwright Creek, 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 Cartwright Creek, 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 \_\_\_\_\_ Cartwright Creek, LLC

### **Office Use Only:**

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

SHILOH FALLS UTILITIES, INC.  
450 Church Street  
P. O. Box 1027  
Savannah, Tennessee 38372  
(731) 925-8088

TRA Tariff No. 1  
1st Revised Page 1  
Cancels Original Page 1

Issue Date: April 20, 2007  
By: Lisa S. Thomas, President

Effective Date: May 20, 2007

TARIFF OF

**SHILOH FALLS UTILITIES, INC.**

CONSISTING OF

SCHEDULE OF RATES, TERMS AND CONDITIONS

FOR

SANITARY SEWER SERVICE

APPLYING TO

SHILOH FALLS UTILITIES, INC.  
COUNCE, TENNESSEE

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



ISSUED: April 20, 2007  
By: Lisa S. Thomas, President

Effective: May 20, 2007

## 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	1st Revised
-i-	Original
-ii-	Original
2	1st Revised
3	1st Revised
4	1st Revised
5	1st Revised
6	2nd Revised
7	1st Revised
8	2nd Revised

ISSUED: April 20, 2007  
By: Lisa S. Thomas, President

Effective: May 20, 2007

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ISSUED: April 20, 2007  
By: Lisa S. Thomas, President

Effective: May 20, 2007

## TITLE PAGE

## EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- |     |   |
|-----|---|
| (C) | To signify changed regulation   |
| (D) | To signify discontinued rate, regulation or text  |
| (I) | To signify increase   |
| (M) | To signify a move from one page to another with no change<br>to text, regulation or Tariff          |
| (N) | To signify new rate, regulation or text   |
| (R) | To signify reduction  |
| (S) | To signify matter already appearing in another part of the<br>tariff and repeated for clarification |
| (T) | To signify a change in text but no change in rate or<br>regulation                                  |
| (V) | To signify vintaged tariff  |

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

## RULES AND REGULATIONS

### Governing the Sewerage and Sewage Treatment System of

### SHILOH FALLS UTILITIES, INC.

#### STATEMENT OF PURPOSE

The general purposes of these rules and regulations are:

1. To establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of the SHILOH FALLS UTILITIES, INC.
2. To provide standards and procedures for:
  - a. Acceptable sewage characteristics
  - b. Excessive sewage volume
  - c. Engineering design standards
  - d. Construction and inspection requirements
  - e. Quality of materials

#### DEFINITION OF TERMS

1. Corporation – shall mean Shiloh Falls Utilities, Inc.
2. Engineer – shall mean the consulting engineer of Shiloh Falls Utilities, Inc.
3. Customer – shall mean any person, firm, corporation, association or government unit furnished sewerage by the Corporation.
4. Property – shall mean all facilities owned and operated by the Corporation.
5. Authority – shall mean the Tennessee Regulatory Authority.

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

6. Sewer Main – shall mean a sewer pipeline that is under pressure, receives sewage from other branches, runs adjacent to roadways and terminates at the sewage treatment plant, or a major lift station.
7. Trunk Sewer – shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from any tributary branches and terminates at the sewage treatment plant or major lift station.
8. Collector Sewer – shall mean those sewer lines running within the service area and conveying the sewage, to the trunk sewer on the main by pressure or gravity. (T)
9. Lateral Sewer – shall mean those sewers extending from the Collector Sewer to the property line of the Customer.
10. Building Sewer – shall mean that sewer piping, gravity, or pressures extending from the Customer's property line to his place of business or residence.

#### AUTHORIZATION OF RULES AND REGULATIONS

The SHILOH FALLS UTILITIES, INC., a corporation 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 Regulatory Authority on or about May 20, 1996 under Docket No. 95-03948, 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 Shiloh Falls Utilities, Inc.

#### UTILITY ITEMS ON PRIVATE PROPERTY

The Corporation shall not furnish or maintain any items or appurtenances for sewer service on the customer's premises without execution of an agreement for an easement or encroachment. No property of the Corporation shall be located on the premises of the customers except sewer shut-off valves maintained by the Corporation. All grinder pumps and tanks for grinder pumps shall be located on the customer's property and maintained by the customer. (T)

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

### 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 adding to the Property or fixtures without notice to the Corporation.
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 Corporation in any way whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Corporation.
8. For disconnecting or re-connecting service by any party other than a duly authorized agent and/or approved service provider of the Corporation without the consent of the Corporation.

### NON-PAYMENT PENALTIES

All customers located within the service area are provided water by the First Utility District of Hardin County, Tennessee. All customers agree that their water services may be terminated at the request of the Corporation due to the non-payment of sewer charges, said termination of water service being the approved and agreed method to enforce the collection of sewer charges. No service shall be turned on again if discontinued for non-payment (or any valid reason) until all outstanding charges have been paid.

(T)

(T)

### CHANGE OF OWNERSHIP, TENANCY, OR SERVICE

A new application and agreement must be made and approved by the Corporation 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 Corporation shall have the right to discontinue service until such new application is made and approved.

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

RETURN CHECK CHARGES

For any and all returned checks submitted by the customer to the utility, the customer shall be responsible to reimburse the utility for actual bank charges incurred by the utility for the non-payment of said funds plus a \$20.00 return check fee to cover administrative charges of the utility.

(T)

GRINDER PUMPS

All customers must have an approved grinder pump and collection system which meets the specifications as established by the Engineer. The customer shall have the sole responsibility to maintain the grinder pump.

SPECIAL PRETREATMENT SEWAGE REQUIREMENTS

For the sewerage connections, in addition to the customary tap fees, the Corporation 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 Corporation 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 with the approval of the Authority, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharge into its sewerage system.

DAMAGES

The Corporation shall in no event be responsible for maintaining any service line owned by the Customer, for damages created by sewage escaping therefrom, or 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 the Corporation, relating to the service lines and shall make all changes in his lines required on account of grade or otherwise. All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. On failure to repair any such leak, service shall be discontinued until repairs are made.

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IN EVENT OF EMERGENCY

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

ISSUED: April 20, 2007

Effective: May 20, 2007

(T)

By: Lisa S. Thomas, President

(T)

### EXTENSION PLAN

The Corporation will furnish sewer services to all property owners whose lands abut the trunk or main sewer. The sewer service charges and tap fees included in Appendix I do not include costs for constructing trunk sewers and lift stations. Any collector and/or lateral sewers required to service such abutting properties shall be constructed at the cost of the party desiring it, and these sewers shall become the property of the Corporation to be credited to the account for contribution in aid of construction. If the said desiring party does not wish to construct his own collector and lateral sewers, the Corporation may construct them and charge the developer the total project costs for the same. The desiring party shall obtain at its expense the easements required by the Corporation for any collector and/or lateral sewers. Plans for any extensions shall be reviewed and approved by the Engineer prior to construction.

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### CONTRIBUTIONS IN AID OF CONSTRUCTION & ADVANCES IN AID OF CONSTRUCTION

If any contribution and/or advance remitted to the utility in aid of construction is treated as taxable revenues by the IRS whether in the form of property or cash, the contributing party shall absorb and/or pay the utility the actual amount of tax liability incurred due to said contribution or advance. The contribution or advance will be equal to the "original cost" if in the form of property or face value if in the form of cash.

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### CONTRACTS FOR SERVICE

Each customer before installation of service shall be required to execute on the appropriate form furnished by the Corporation or its designated representative:

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1. An application and contract for service.

### CUSTOMER BILLING FORMS

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



SHILOH FALLS UTILITIES, INC.

TARIFF

TRA Tariff No. 1

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(T)

### PUBLIC CONTACT

Lisa S. Thomas  
Shiloh Falls Utilities, Inc.

(T)

450 Church Street

(T)

P. O. Box 1027

(T)

Savannah, Tennessee 38372

(T)

### TENNESSEE REGULATORY AUTHORITY

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

ISSUED: April 20, 2007

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## MONTHLY SEWER SERVICE BILLING

## Residential, Condominium, House or Apartment:

Charge per 1,000 gallons (actual or assumed flow) .....	\$ 3.71
Minimum monthly charge .....	\$ 8.90

## Non-Residential:

Charge per 1,000 gallons (actual or assumed flow) .....	\$ 3.71
Minimum monthly charge .....	\$ 8.90

## SEWER CONNECTION FEES

Residential and Commercial .....	\$ 850.00
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## GENERAL FEES

Returned Check Charges .....	\$ 20.00
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