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February 7, 2022

Electronically Filed in TPUC Docket Room
on February 7, 2022 at 3:42 p.m.

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

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*

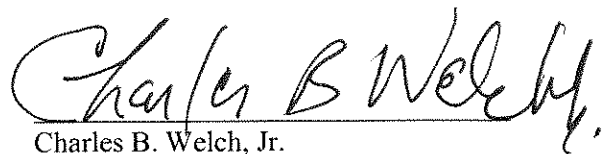
Dear Chairman Hill:

On May 21, 2021, Limestone Water Utility filed the application in the referenced Docket. On August 13, 2021, the Hearing Officer granted the Consumer Advocate's Petition to Intervene. Subsequently, our office received a letter from Assistant Attorney General Karen H. Stachowski dated December 14, 2021, notifying Limestone of alleged deficiencies in the application. Specifically, Ms. Bowen references Commission Rule 1220-04-14-.08. This specific rule was filed on August 10, 2021 and became effective November 8, 2021.

Although the Commission Rule cited by General Stachowski had not been adopted nor was it effective at the time of the filing of the petition, we would like to accommodate all of the concerns of the staff and the Consumer Advocate Division. Accordingly, I have enclosed supplemental documents to address the Consumer Advocate's request regarding the newly adopted filing requirements. Each document is marked to indicate the corresponding rule. Please file the enclosed documents in the referenced Docket. Please let me know if you have any questions.

Sincerely,

FARRIS BOBANGO PLC


Charles B. Welch, Jr.

cc:

Rachel C. Bowen
Karen H. Stachowski

Rule 1220-04-13-.08 (2)(b)

Management Report

Chapel Woods HOA

For the period ended December 31, 2018

Prepared by

Matt Moorehead, CPA, PLLC

Prepared on

February 20, 2019

For management use only

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Profit and Loss

January - December 2018

	Total
INCOME	
HOA Dues	58,075.26
Reimbursed Legal Fees	138.24
Tap Fees	28,000.00
Total Income	86,213.50
GROSS PROFIT	86,213.50
EXPENSES	
Depreciation Expense	2,564.54
General & Administrative Expenses	1,022.51
Grounds Maintenance	840.00
Interest Expense	195.19
Legal Fees	3,433.50
Postage	56.00
Utilities	
Electric	2,522.56
Total Utilities	2,522.56
Wastewater Treatment	
Licenses & Permits	690.00
Maintenance & Repairs	7,600.00
Supplies	
Chemical	757.85
General	3,883.36
Total Supplies	4,641.21
Testing	10,839.70
Utilities	
Water	298.40
Total Utilities	298.40
Total Wastewater Treatment	24,069.31
Total Expenses	34,703.61
NET OPERATING INCOME	51,509.89
OTHER INCOME	
Interest Earned	144.84
Total Other Income	144.84
NET OTHER INCOME	144.84
NET INCOME	\$51,654.73

Balance Sheet

As of December 31, 2018

	Total
ASSETS	
Current Assets	
Bank Accounts	
First Commerce Bank - Checking	15,250.96
First Commerce Bank - Savings	61,756.15
First Commerce Bank CD	20,000.00
Total Bank Accounts	97,007.11
Accounts Receivable	
Accounts Receivable	44,206.85
Total Accounts Receivable	44,206.85
Other Current Assets	
Undeposited Funds	505.92
Total Other Current Assets	505.92
Total Current Assets	141,719.88
Fixed Assets	
Wastewater Treatment Plant	25,645.36
Accumulated Depreciation	-2,564.54
Total Wastewater Treatment Plant	23,080.82
Total Fixed Assets	23,080.82
TOTAL ASSETS	\$164,800.70
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Contractor Escrow Held	9,000.00
Total Other Current Liabilities	9,000.00
Total Current Liabilities	9,000.00
Long-Term Liabilities	
FCB Loan - 3100	3,793.66
Total Long-Term Liabilities	3,793.66
Total Liabilities	12,793.66
Equity	
Retained Earnings	100,352.31
Net Income	51,654.73
Total Equity	152,007.04
TOTAL LIABILITIES AND EQUITY	\$164,800.70

Statement of Cash Flows

January - December 2018

	Total
OPERATING ACTIVITIES	
Net Income	51,654.73
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable	-1,378.37
Wastewater Treatment Plant:Accumulated Depreciation	2,564.54
Contractor Escrow Held	9,000.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	10,186.17
Net cash provided by operating activities	61,840.90
INVESTING ACTIVITIES	
Wastewater Treatment Plant	-25,645.36
Net cash provided by investing activities	-25,645.36
FINANCING ACTIVITIES	
FCB Loan - 3100	-4,011.05
Net cash provided by financing activities	-4,011.05
NET CASH INCREASE FOR PERIOD	32,184.49
Cash at beginning of period	65,328.54
CASH AT END OF PERIOD	\$97,513.03

Chapel Woods HOA

PROFIT AND LOSS

January - December 2019

	TOTAL
Income	
40000 HOA Dues	63,630.43
41000 Certified Mailing Fees	200.00
43000 Late Fees	2,761.91
43100 Refunds	-2,341.61
43200 Refunds - Court Order	-644.00
Total 43000 Late Fees	-223.70
44000 Property Transfer Fees	1,400.00
45000 Reconnect Fee	200.00
46000 Reimbursed Legal Fees	2,110.08
46100 Legal Fee - Court Order Adjustment	-42.00
Total 46000 Reimbursed Legal Fees	2,068.08
48000 Tap Fees	2,000.00
Unapplied Cash Payment Income	-1,668.67
Uncategorized Income	-125.50
Total Income	\$67,480.64
GROSS PROFIT	\$67,480.64
Expenses	
60000 Accounting Fees	5,167.50
60400 Depreciation Expense	2,564.54
60500 General & Administrative Expenses	888.68
60600 Grounds Maintenance	2,630.00
60700 Insurance Expense	1,491.00
60800 Interest Expense	62.52
60900 Legal Fees	
60910 Collection	2,056.77
Total 60900 Legal Fees	2,056.77
61000 Merchant Fees	17.11
61100 Postage	865.80
61300 Software	205.82
61400 Taxes and Licenses	40.94
61500 Utilities	
61510 Electric	498.16
61520 Telephone	829.86
Total 61500 Utilities	1,328.02
61700 Wastewater Treatment	
61710 Licenses & Permits	690.00
61720 Maintenance & Repairs	20,502.28
61740 Property Taxes	195.00
61750 Sludge Removal	4,250.00
61760 Supplies	
61761 Chemical	987.67
61762 General	3,646.62

	TOTAL
Total 61760 Supplies	4,634.29
61770 Testing	11,263.33
61780 Utilities	
61781 Electric	1,965.05
61782 Water	246.40
Total 61780 Utilities	2,211.45
Total 61700 Wastewater Treatment	43,746.35
Total Expenses	\$61,065.05
NET OPERATING INCOME	\$6,415.59
Other Income	
80000 Interest Earned	356.07
Total Other Income	\$356.07
NET OTHER INCOME	\$356.07
NET INCOME	\$6,771.66

Chapel Woods HOA

BALANCE SHEET

As of December 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 First Commerce Bank - Checking	21,187.48
10100 First Commerce Bank - Savings-0278	44,884.28
10200 First Commerce Bank - Savings-6115	15,027.94
10300 First Commerce Bank CD	20,200.00
Total Bank Accounts	\$101,299.70
Accounts Receivable	
11000 Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
12000 Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$101,299.70
Fixed Assets	
15000 Wastewater Treatment Plant	
15100 2018 Additions	25,645.36
15300 2020 Additions	7,763.28
15400 Accumulated Depreciation	-5,129.08
Total 15000 Wastewater Treatment Plant	28,279.56
Total Fixed Assets	\$28,279.56
TOTAL ASSETS	\$129,579.26
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
21000 Contractor Escrow Held	15,000.00
Total Other Current Liabilities	\$15,000.00
Total Current Liabilities	\$15,000.00
Long-Term Liabilities	
22000 FCB Loan - 3100	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$15,000.00
Equity	
30000 Opening Balance Equity	0.00
31000 Retained Earnings	107,807.60
Net Income	6,771.66
Total Equity	\$114,579.26
TOTAL LIABILITIES AND EQUITY	\$129,579.26

Chapel Woods HOA

STATEMENT OF CASH FLOWS

January - December 2019

	TOTAL
OPERATING ACTIVITIES	
Net Income	1,274.10
Adjustments to reconcile Net Income to Net Cash provided by operations:	
11000 Accounts Receivable	5,497.56
15400 Wastewater Treatment Plant:Accumulated Depreciation	2,564.54
20000 Accounts Payable (A/P)	0.00
21000 Contractor Escrow Held	6,000.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	14,062.10
Net cash provided by operating activities	\$15,336.20
INVESTING ACTIVITIES	
15300 Wastewater Treatment Plant:2020 Additions	-7,763.28
Net cash provided by investing activities	\$ -7,763.28
FINANCING ACTIVITIES	
22000 FCB Loan - 3100	-3,793.66
Net cash provided by financing activities	\$ -3,793.66
NET CASH INCREASE FOR PERIOD	\$3,779.26
Cash at beginning of period	97,520.44
CASH AT END OF PERIOD	\$101,299.70

Chapel Woods HOA 2020 Annual Report

2019 - 2020 Comparative Income Statement

	For the Year Ended 12/31/2019	For the Year Ended 12/31/2020	Dollar Variance	Percent Variance
Income:				
HOA Dues	\$ 63,630.43	\$ 61,025.01	\$ (2,605.42)	-4.09%
Certified Mailing Fees	\$ 200.00	\$ 591.73	\$ 391.73	195.87%
Late Fees, net	\$ (223.70)	\$ (11.85)	\$ 211.85	-94.70%
Property Transfer Fees	\$ 1,400.00	\$ 1,400.00	\$ -	0.00%
Reconnect Fees	\$ 200.00	\$ 50.00	\$ (150.00)	-75.00%
Reimbursed Legal Fees	\$ 2,068.08	\$ 1,894.70	\$ (173.38)	-8.38%
Tap Fees	\$ 2,000.00	\$ -	\$ (2,000.00)	-100.00%
Unapplied/Uncategorized	\$ (1,794.17)	\$ (174.98)	\$ 1,619.19	-90.25%
Interest	\$ 356.07	\$ 400.02	\$ 43.95	12.34%
	\$ 67,836.71	\$ 65,174.63	\$ (2,662.08)	-3.92%
Expenses:				
General & Administrative	\$ 2,706.07	\$ 2,167.37	\$ (538.70)	-19.91%
Accounting	\$ 5,167.50	\$ 5,982.50	\$ 815.00	15.77%
Grounds Maintenance	\$ 2,630.00	\$ 6,515.00	\$ 3,885.00	147.72%
Legal Fees	\$ 2,056.77	\$ 624.55	\$ (1,432.22)	-69.63%
Postage	\$ 865.80	\$ 351.00	\$ (514.80)	-59.46%
Utilities	\$ 1,328.02	\$ 1,213.92	\$ (114.10)	-8.59%
Wastewater Treatment (see below)	\$ 46,310.89	\$ 53,489.99	\$ 7,179.10	15.50%
	\$ 61,065.05	\$ (70,344.33)	\$ (131,409.38)	-215.20%
Net Income	\$ 6,771.66	\$ (5,169.70)	\$ (11,941.36)	-176.34%

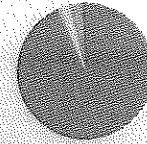
Wastewater Treatment Detail:

	December 31, 2019	December 31, 2020	Dollar Variance	Percent Variance
Depreciation	\$ 2,554.54	\$ 5,765.55	\$ 3,201.01	124.82%
De Minimis Improvements	\$ -	\$ 400.00	\$ 400.00	100.00%
Licenses & Permits	\$ 690.00	\$ 690.00	\$ -	0.00%
Maintenance & Repairs	\$ 20,502.28	\$ 7,928.63	\$ (12,573.65)	-61.33%
Miscellaneous	\$ -	\$ 23.99	\$ 23.99	100.00%
Property Taxes	\$ 195.00	\$ 195.00	\$ -	0.00%
Sludge Removal	\$ 4,250.00	\$ 13,025.00	\$ 8,775.00	206.47%
Supplies	\$ 4,634.29	\$ 9,468.90	\$ 4,834.61	104.32%
Testing	\$ 11,263.33	\$ 13,928.50	\$ 2,665.17	23.66%
Utilities	\$ 2,211.45	\$ 2,064.42	\$ (147.03)	-6.65%
	\$ 46,310.89	\$ 53,489.99	\$ 7,179.10	15.50%

Chapel Woods HOA Balance Sheet as of 12/31/2020

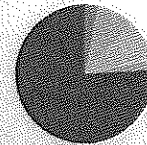
	December 31, 2019	December 31, 2020	Dollar Variance	Percent Variance
Assets				
Current Assets:				
HOA Checking	\$ 21,187.48	\$ 12,172.22	\$ (9,015.26)	-42.55%
HOA Savings	\$ 44,884.28	\$ 29,923.02	\$ (14,961.26)	-33.33%
HOA CD	\$ 20,200.00	\$ 20,553.50	\$ 353.50	1.75%
HOA Receivables	\$ 38,152.59	\$ 26,927.17	\$ (11,225.42)	-29.42%
	\$ 124,424.35	\$ 89,575.91	\$ (34,848.44)	-28.01%
Fixed Assets:				
Wastewater Treatment Plant				
2018 Additions	\$ 25,645.36	\$ 25,645.36	\$ -	0.00%
2020 Additions	\$ -	\$ 32,010.09	\$ 32,010.09	100.00%
Less: Accumulated Depreciation	\$ (5,129.08)	\$ (10,894.63)	\$ (5,765.55)	-112.41%
	\$ 20,516.28	\$ 46,760.82	\$ 26,244.54	127.92%
Total Assets	\$ 144,940.63	\$ 136,336.73	\$ (8,603.90)	-5.94%

Income



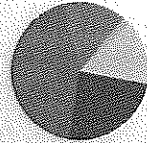
- HOA Dues
- Certified Mailing Fees
- Late Fees, net
- Property Transfer Fees
- Reconnect Fees
- Reimbursed Legal Fees
- Tap Fees

Expenses



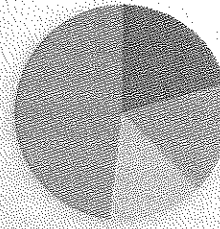
- General & Administrative
- Accounting
- Grounds Maintenance
- Legal Fees
- Postage
- Utilities
- Wastewater Treatment

Wastewater Treatment



- Depreciation
- De Minimis Improvements
- Licenses & Permits
- Maintenance & Repairs
- Miscellaneous
- Property Taxes
- Sludge Removal
- Testing

Assets



- HOA Checking
- HOA Savings
- HOA CD
- HOA Receivables
- 2020 Additions

Rule 1220-04-13-.08 (2)(c)

Rules and Regulations Governing Rendering of Water Service

INDEX

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- 3 Schedule of Service Charges

<u>Sheet Number</u>	<u>Rule Number</u>	<u>Rule Subject</u>
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10	2	General Matters
11	3	Limited Authority of Company Employees
12	4	Applications for Sewer Service
14	5	Inside Piping and Customer Service Sewer
18	5A	Pressure Collecting Sewers
20	6	Improper or Excessive Use
22	7	Discontinuance of Service
27	8	Termination of Service
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29	10	Bills for Service
33	11	Extension of Collecting Sewers

- * Indicates new rate or text
- + Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY _____
name of officer title

address

Limestone Water Utility
Operating Company, LLC
1650 Des Peres Rd. Suite 303
St. Louis, MO 63131

Tariff

Sheet No. 2

Rules and Regulations Governing Rendering of Water Service

Schedule of Rates

Residential Monthly Wastewater Service:

All Residential Customers:

\$29 per month

- * Indicates new rate or text
- + Indicates change

DATE OF ISSUE _____
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Rules and Regulations Governing Rendering of Water Service

Schedule of Service Charges

Construction inspection charge per connection \$82.50

New connection, disconnect and recommend charge Actual Cost

Late Fee \$5.00 or 3%

The late charge is calculated monthly with the greater amount above being added to the delinquent bill in accordance with Rule 10 G.

Returned Check Charge \$25.00

Turn-On/Turn-Off (Requested by the Customer)

8 am to 5 pm Monday through Friday (scheduled 24hrs in advance) \$27.50

Before 8 am and after 5 pm, Saturdays/Sundays, or
scheduled less than 24 hours in advance \$164.00

* Indicates new rate or text

+ Indicates change

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Month Day Year

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Rules and Regulations Governing Rendering of Water Service

SCHEDULE OF SERVICE CHARGES (cont.)

Schedule of Service Charges for Berkshire Glen/Walnut Hills Estates, Bar-B Acres, Countryside Meadows Subdivision, Wil-Mar Estates Subdivision, Fox Run Subdivision, Country Hills Subdivision, and Private Gardens-Prairie Field

SERVICE CONNECTION CONSTRUCTION

For STEP, STEG or gravity service - includes installation of new saddle, or new wye or tee, as appropriate, installed on the collecting sewer, construction and connection of the Company-owned service connection pipeline to the saddle, wye, or stub, as applicable, any miscellaneous materials, and all labor and equipment required to complete the connection. This charge does not apply if a pre-existing existing service connection is used, or if a service connection was constructed as a stub-out along with a collecting sewer extension **\$690.00**

INSPECTION CHARGES

STEP system installation customer service line installation, connection inspection, and startup/operation inspection pursuant to Rule 5B and/or Rule 6H includes inspection of - collection tank; repairable parts; electrical connections and wiring from the house to the pump controls at the tank including circuit breaker box; service sewer from the house plumbing to the collection tank as applicable; and service sewer from the collection tank to the service connection or to service sewer stub from the collecting sewer if one exists. STEG system installation and connection inspection - includes inspection of - collection tank, service sewer from the house plumbing to the collection tank, and service sewer from the collection tank to the service connection or to service sewer stub. **\$125.00**
Gravity service sewer inspection - includes inspection of - service sewer from the house plumbing to the service connection or to service sewer stub from the collecting sewer if one exists. **\$125.00**

* Indicates new rate or text

+ Indicates change

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Rules and Regulations Governing Rendering of Water Service

SCHEDULE OF SERVICE CHARGES (cont.)

TAXES

Sales, Gross Receipts, Occupation or Franchise Taxes: There shall be added to the customer's bill as a separate item an amount equal to the proportionate part of any sales, license, occupation, franchise or other similar fee or tax now or hereafter imposed upon the Company by any municipality or any other governmental authority, whether imposed by statute, ordinance, franchise or otherwise, in which the fee or tax is based upon a percentage of gross receipts, net receipts, revenue or income from the provision of service by the Company. When such tax or fee is a stated amount, a pro rata portion of such tax or fee shall be included as a separate item on the customer's bill and shall be calculated by applying thereto the same percentage factor as the total annual amount of that tax bears to the gross receipts of the Company from the provision of service during the preceding calendar year to customers located within the boundaries of the taxing entity. These tax or fee amounts shall be added to the customer's bill only within the boundaries of the entity imposing the tax or fee. This provision does not apply to the "assessment" rendered by the Tennessee Public Utility Commission to the Company. Any applicable Federal, State or Local taxes computed on billing basis shall be added as separate items in rendering each bill.

LATE PAYMENT CHARGE: \$5.00 per notice per month
Applies when payment is delinquent (according to Rule 9, Sheet No. 20)

RETURN CHECK CHARGE: \$25.00
Only one charge per returned check.

- * Indicates new rate or text
- + Indicates change

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Month Day Year

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name of officer title

address

Rules and Regulations Governing Rendering of Water Service

Rule 1 – Definitions

- A. An "APPLICANT" is a person, firm, corporation, governmental body, or other entity that has applied for sewer service and/or an extension of collecting sewers along with additional plant facilities; two or more such entities may make one application for a sewer extension, and be considered one APPLICANT. An "ORIGINAL APPLICANT" is an APPLICANT who entered into any contract or agreement with the Company for an extension of collecting sewers and/or additional plant facilities, contributed funds or utility plant assets to the Company under the terms of the contract or agreement, and is eligible for refunds under the terms of the contract or agreement as additional Applicants connect to such extensions or plant facilities.
- B. "B.O.D" denotes Biochemical Oxygen Demand. It is the quantity of oxygen utilized in the biochemical oxidation of waste matter under standard laboratory conditions expressed in milligrams per liter.
- C. "C.O.D" denotes Chemical Oxygen Demand. It is the quantity of oxygen utilized in the chemical oxidation of waste matter under standard laboratory conditions, expressed in milligrams per liter.
- D. A "COLLECTING SEWER" is a pipeline, including force pipelines, gravity sewers, interceptors, laterals, trunk sewers, manholes, lampholes, and necessary appurtenances, including service tees, wyes and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's service connection to the point of disposal. A "PRESSURE COLLECTING SEWER" is a collecting sewer pipeline, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connected to the pipeline, and is sometimes

- * Indicates new rate or text
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Rules and Regulations Governing Rendering of Water Service

referred to generically as a COLLECTING SEWER.

- E. The "COMPANY" is Limestone Water Utility Operating Company, Inc., acting through its officers, managers, or other duly authorized employees or agents.
- F. A "CUSTOMER" is any person, firm, corporation or governmental body which has contracted with the Company for sewer service, or is receiving service from the Company, or whose facilities are connected for utilizing such service, and except for a guarantor is responsible for payment for service.
- G. The "DATE OF CONNECTION" shall be the date the permit for a service connection is issued by the Company. In the event no permit is taken and a service connection is made, the date of connection shall be determined based on available information, such as construction/occupancy permits, or water or electric service turn-on dates, or may be the date of commencement of construction of the building upon the property.
- H. A "DEVELOPER" is any person, firm, corporation, partnership or any entity that, directly or indirectly, holds title to, or sells or leases, or offers to sell or lease, or advertises for sale or lease, any lots in a subdivision.
- I. "DISCONTINUANCE OF SERVICE" is intentional cessation of the use of sewer service by action of the Company not at the request of the Customer. Such DISCONTINUANCE OF SERVICE may be accomplished by methods including physical disconnection of the service sewer, or turn-off of water service by the water utility at the request of the Company.
- J. "DOMESTIC SEWAGE" is sewage, excluding storm and surface water, resulting from normal household activities; and, "NON-DOMESTIC SEWAGE" is all sewage other than DOMESTIC SEWAGE including, but not limited to, commercial or industrial wastes. See Rule 6 - Improper or Excessive Use.
- K. A "FOUNDATION DRAIN" is a pipe installed inside or outside the foundation of a structure for the purpose of draining ground or subsurface water away from the

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Rules and Regulations Governing Rendering of Water Service

foundation.

- L. "pH" is the relative degree of acidity or alkalinity of water as indicated by the hydrogen ion concentration. pH is indicated on a scale reading from 1-14, with 7.0 being neutral, below 7.0 acid, and above 7.0 alkaline; more technically defined as the logarithm of the reciprocal of the hydrogen ion concentration.
- M. A "PUMP UNIT" is a self-contained facility consisting generally of a tank and an electric pump and may include liquid level controls, an alarm, and check valves; the Pump Unit may either separate solid from liquid waste retaining the solid waste in the tank and pumping the liquid waste under pressure to collecting sewer pipelines (septic tank effluent pump or STEP), or may pump waste water including solids to a collecting sewer or a pressure collecting sewer (grinder pump). The PUMP UNIT is installed, owned and maintained by the Customer.
- N. A "RETURNED CHECK" is a check that is returned to the Company from any bank unpaid for any reason.
- O. A "SADDLE" is a fitting that connects the Customer's Service Sewer to the collecting sewer whether it be a gravity collecting sewer or a pressure collecting sewer; the saddle clamps around the collecting sewer pipeline into which pipeline a hole is cut, and the Service Sewer is connected to the Saddle thereby connecting it to the collecting sewer.
- P. A "SEASONAL CUSTOMER" is a Customer who is absent from the premises and may turn off, or request the Company turn off, water service temporarily. All Rates, Rules and Regulations within this tariff continue to apply to "Seasonal Customers" during periods of seasonal absence or turn-off.
- Q. A "SERVICE CONNECTION" is the connection of a service sewer to the Company's collecting sewer either at the bell of a tee branch or wye branch, or the bell of a saddle placed on the barrel of the collecting sewer.
- R. A "SERVICE SEWER" or "CUSTOMER'S SERVICE SEWER" is a pipe with

- * Indicates new rate or text
- + Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
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appurtenances installed, owned and maintained by the Customer, used to conduct sewage from the Customer's premises to the collecting sewer, excluding service tees, wyes or saddles. For Customers connected to a pressure collecting sewer and utilizing a pump unit, the portion of the Service Sewer between the pump unit and the collecting sewer is a pressurized portion of the Service Sewer. In addition to other parts and fittings this shall include a stop cock accessible to the Company for turn-off of sewage flow and a check valve to prevent backflow of waste-water under pressure in the pressure collecting sewer. The SERVICE SEWER is constructed, owned and maintained by the Customer.

- S. A "SUBDIVISION" is any land in the state of Tennessee which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes re-subdivision thereof.
- T. A "TEE" is a three-way one-piece pipe fitting in the shape of the letter "T" that is a part of the Collecting Sewer pipeline and to which the Customer's Service Sewer is connected.
- U. "TERMINATION OF SERVICE" is the cessation of the use of sewer service requested by the Customer. Such TERMINATION OF SERVICE shall be accomplished by a method verified and recognized by the Company, and may include physical disconnection of the service sewer, termination or disconnection of water service by the water utility, or the Company's observation of non-occupancy of the unit served.
- V. The word "UNIT" or "LIVING UNIT" shall be used herein to define the premises or property of a single sewer user, whether or not that sewer user is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, owned or leased.
- W. A "WYE" or "WYE BRANCH" or "Y" or "Y BRANCH" is a three-way one-piece pipe fitting in the shape of the letter "y" that is a part of the collecting sewer pipeline,

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and to which the Customer's service sewer is connected.

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Rule 2 - General Matters

- A. Every applicant, upon signing an application for sewer service or any Customer accepting service rendered by the Company, shall be considered to have expressed consent to be bound by these Rates, Rules and Regulations.
- B. The Company's Rules and Regulations governing rendering of service are set forth in the numbered sheets of this tariff. The rates applicable to appropriate class of service in particular service areas are set forth in rate schedules and constitute a part of this tariff.
- C. The Company reserves the right, subject to approval from the Tennessee Public Utility Commission, to prescribe additional Rates, Rules or Regulations or to alter existing Rates, Rules or Regulations as it may from time-to-time deem necessary or proper.
- D. After the effective date of these rules, all new facilities, construction contracts and written agreements shall conform to these Rules and Regulations, in accordance with the statutes of the State of Tennessee, and the Rules and Regulations of the Tennessee Public Utility Commission. Pre-existing facilities that do not conform with these Rules and Regulations may remain, if said facilities do not cause any service problems or improper use, and reconstruction is impractical.
- E. The point of sewer service provided by the Company shall be at the service connection.
- F. The Company shall have the right to enter upon the Customer's premises for the purpose of inspecting for compliance with these rules. Company personnel shall identify themselves and such inspections shall be conducted during reasonable hours.

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Rule 3 – Limited Authority Of Company Employees

- A. Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in the Company's Rules and Regulations.
- B. No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.
- C. The Company shall not be responsible for damages due to any failure to remove waste water from the premises, or for interruption if such failure or interruption is without willful default or negligence on its part.
- D. The Company shall not be liable for damages because of any interruption of sewer service, or for damages caused by defective piping, fittings, fixtures or appliances on the Customer's premises and not owned by the Company.
- E. The Company shall not be liable for damages due to damages from Acts of God, civil disturbances, war, government actions, and other uncontrollable occurrences.

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Rule 4 – Applications For Sewer Service

- A. A written application for service, signed by the Customer, and accompanied by the appropriate fees as provided in the Schedule of Rates, the Schedule of Service Charges, Rule 11 - Extension of Collecting Sewers, and other information required by these Rules, must be received from each Customer. Said application must be filed in writing three (3) business days in advance stating the street, house number, name of the applicant, name of the property owner, and the time, at which connection is to be made.
- B. The Company shall have the right to refuse service for failure to comply with the rules herein, or if the Customer owes a past due bill not in dispute for sewer service at any location within the Company's service area.
- C. In any case where a collecting sewer extension or unusual construction or equipment expense is necessary to furnish the service, the Company may require a contract for service specifying a reasonable period of time for the Company to provide the service.
- D. If the Customer is a tenant, the Company shall notify the owner of the property or owner's property manager or other agent, if known to the Company, that such owner or property manager may be responsible for payment of the sewer service bill associated with the application.
- E. A prospective Commercial or Industrial Customer shall, upon request of the Company, present in writing to the Company a list of devices that will discharge to the collecting sewers, the amount and specifications of any discharge, and the location of any buildings. The Company will then advise the Customer of the form and the character of the wastewater collection facilities available. If a sewer extension as provided for in Rule 11 - Extension of Collecting Sewers will be necessary, or if the Customer will be required to own, operate, and maintain a pretreatment facility, the Customer will also be so advised.

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- F. When sewer charges are based on water usage, the Company reserves the right to refuse sewer service to any applicant unless said applicant agrees to install a water meter accessible by the Company, so that there will be a basis for sewer charges. The Company and Customer may agree to an estimated water use amount, on an interim basis for a period not to exceed six (6) months, to allow time to install suitable metering equipment.
- G. The Company will determine or approve the location of the service connection. Service sewers will not be extended along public streets or roadways or through property of others in connecting with collecting sewers. If a service connection is requested at a point not already served by a collecting sewer of adequate capacity, the collecting sewer shall be extended in accordance with Rule 11 - Extension of Collecting Sewers, unless in the Company's judgment such a collecting sewer would serve no other future purpose and a service sewer may be constructed to serve the Customer's premises in a reasonable manner.
- H. A new service connection shall be authorized when all conditions in the above paragraphs, and Rule 5 – Inside Piping and Customer Service Sewer, regarding application, construction and inspection provisions, are met.
- I. No substantial addition to the water using equipment or appliances connected to the sewer system shall be made by Commercial or Industrial Customers except upon written notice to and with the written consent of the Company.

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Rule 5 – Inside Piping And Customer Service Sewer

- A. The Customer is obligated to construct, repair, and maintain the service sewer from the collecting sewer to the building, and make the connection to the collecting sewer, with the approval of the Company. The Customer shall notify the Company prior to cleaning or repairing the service sewer.
- B. When a service sewer is to be connected to the collecting sewer, the plumber shall advise the Company seventy-two (72) hours in advance of when the connection is expected to be made so a representative of the Company can inspect the installation and connection. No backfill shall be placed until the work has been inspected by the Company. If backfill is placed prior to inspection, customer may incur charges. In the event the Customer or the Customer's agent shall damage a tee branch, wye branch or saddle, or cause damage to the collecting sewer, then the Customer shall be responsible for the cost to repair any such damage, including replacement of pipe or appurtenances as necessary.
- C. Plumbing specifications of all governmental agencies having jurisdiction, and these Rules and Regulations, in effect at the time of connection, must be met. The Company may deny service or may discontinue service where foundation drains, downspouts, or other sources of surface or storm water are permitted to enter the sewer system through either the inside piping or through the building sewer.
- D. A separate and independent service sewer shall generally be required for every building. Exceptions are:
 - 1. When one building stands at the rear of another building on an interior lot where a proper service sewer cannot be constructed through an adjoining easement. In that situation, the service sewer from the front building may be extended to the rear building and it will be considered as one service sewer.

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2. When two or more buildings are a part of a complex that cannot be subdivided.
- E. The gravity service sewer shall be constructed using ductile iron pipe, polyvinyl chloride pipe (PVC), ASTM specification or equal; or other suitable material approved by the Company. Only those jointing materials and methods that are approved by the Company may be used. Joints shall be tight and waterproof. Any part of the service sewer that is located within ten (10) feet of a water main or water service pipe shall be constructed of ductile iron or PVC pressure pipe. The pipe shall be bedded according to the manufacturer's specifications and on undisturbed earth or fill compacted to at least ninety-five percent (95%) proctor density. Fill may be non-organic soil or aggregate.
- F. The size and slope of the gravity service sewer shall be subject to the approval of the Company, but in no event shall the diameter be less than four (4) inches. The slope of such four (4) inch gravity sewer pipe shall not be less than one-eighth (1/8) inch per foot.
- G. Whenever possible, the service sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three (3) feet of any bearing wall except where the service sewer enters the building area. The depth shall be sufficient to afford protection from frost. The service sewer shall be laid at a uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipes and fittings.
- H. Existing service sewers may be used in connection with new buildings only when they are found on examination and test to meet all requirements of the Company.
- I. In any building in which a building drain is too low to permit the required slope of the service sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the service sewer. No water operated sewage ejector shall be used.

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- J. All excavations required for the installation of a service sewer and connection to the collecting sewer shall be open trench work unless otherwise approved by the Company. Pipe laying and backfill shall be performed in accordance with the latest published engineering specifications of the manufacturer of the materials used, and all applicable local plumbing codes.
- K. The connection of the service sewer to the collecting sewer shall be made at the tee branch or wye branch, if such branch is available at a suitable location. If the collecting sewer is vitrified clay pipe of twelve-inch (12") diameter or less and there is no properly located tee branch or wye branch at a suitable location, such a branch shall be furnished and installed by the Customer's Professional contractor or plumber at a location specified by the Company and by an installation method approved by the Company. If the collecting sewer is greater than twelve inches (12") in diameter, or is PVC of any size, a neat hole may be cut at a location specified by the Company, and a saddle shall be furnished installed by the Customer to which the service sewer will be connected. The invert of the service sewer at the point of connection shall be at the centerline or higher elevation of the collecting sewer. The connection shall be secure and watertight. The wye branch, tee branch, or saddle shall become a part of the Company's collecting sewer and owned by the Company after installation.
- L. Any change in the location of an existing service connection and/or service sewer requested by the Customer shall be made at the Customer's expense.
- M. Company personnel may not work on piping or facilities not owned by the Company, unless authorized by the Customer. Except, the Company will work on Customer-owned Pump Units as provided for within these Rules and Regulations.
- N. The Company shall have the right to enter the Customer's premises, after reasonable notice, for the purposes of inspection to ensure compliance with these Rules and Regulations. Company personnel shall identify themselves and make these inspections only at reasonable hours.

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- O. Customer Service Sewers may not be extended along public streets or roadways or through property of others in connecting with the Company's collecting sewers. The service sewer may, however, extend through the collecting sewer easement and roadway easement as necessary in order to be connected to a collecting sewer located across and adjacent to a street in front of the Customer's living unit. The service sewer must be laid in a straight line and at right angles to the collecting sewer and the face of the structure or as nearly so as possible. Any deviation from this because of physical obstruction will be at the discretion of the Company.

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Rule 5A – Pressure Collecting Sewers

- A. This rule applies to customers on pressure collecting sewers, and is not applicable to customers on a gravity collecting sewer. Other rules elsewhere herein not applicable specifically to gravity collecting sewers or gravity service sewers also apply, in addition to this rule.
- B. Any customer proposing to discharge domestic sewage, and to be connected to a pressure collecting sewer, shall install at his own expense within the lot, a pump unit of suitable capacity. All pump units and components utilized in a pump unit must be approved by the Company prior to installation. Installation costs of the pump unit, electrical wiring and components, and service sewers between the dwelling and the pump unit and between the pump unit and the Company's collecting sewers shall be the responsibility of the Customer. Electricity costs for pump operation shall be the responsibility of the Customer.
- C. The Company will locate the point to which the service connection to the pressure collecting sewer will be made, and the Customer shall furnish materials for the connection. All taps to the pressure collecting sewer shall be done by the Customer's Professional contractor or plumber, and subject to inspection by the Company. One connection shall not service more than one property.
- D. The pressurized portion of the service sewer shall be constructed of copper, ductile iron or PVC pressure pipe.
- E. A stop cock shall be installed on the pressurized portion of the service sewer near the service connection. Said stop cock shall be in a location accessible to the Company so that it may be operated by either the Company or the Customer, and shall include a provision for locking by the Company. A check valve near the stop cock may be required by the Company, depending upon the type of pump utilized. The stop cock and check valve will be furnished, owned and maintained by the Customer.

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- F. In addition to other methods outlined elsewhere within these Rules, specifically Rule 7, for discontinuance of sewer service, sewer service may be disconnected by the Company by locking the stop cock in the closed position. Service shall not be resumed again except upon payment of all delinquent charges, plus any applicable approved service charge to cover the costs of resuming service, in accordance with these Rules.
- G. The gravity service sewer from the building to the pump unit and the pressurized portion of the service sewer from the pump unit to the collecting sewer shall be owned and maintained by the Customer.
- H. The pump unit shall be owned by the Customer. The Customer shall be responsible for repair, or replacement if necessary, of the tank portion of a pump unit. The Customer shall be responsible for the cost of mechanical and electrical parts, miscellaneous material, and labor, necessary for the repair of a pump unit including emergency repairs.
- I. If a Customer does not timely undertake necessary repairs to a pump unit for which the Customer is responsible, and a failure of a pump unit is causing, or is reasonably expected to cause, a discharge of untreated sewage, then the Company may, at its option, discontinue sewer service as per Rule 7 – Discontinuance of Service, including exercising the provision of Rule 7 G. where thirty (30) day notice may be waived. Or, if practical, the Company may undertake repairs to the Customer's pump unit and bill the Customer for reasonably incurred expenses for such repairs.
- J. The Company shall not be liable for parts or labor necessary due to damage caused by misuse of the pump unit. The Customer and/or the owner of the premises wherein pump units are in operation shall be responsible for the care and safekeeping of the pump unit, including electrical service to the pump unit, to prevent freezing and overflow as well as damage due to flooding caused by the pump unit.

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Rule 6 – Improper Waste or Excessive Use

- A. In the event that the Customer to be served proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require:
1. The Customer's Professional contractor or plumber to install a pretreatment facility, grease trap or other device on the premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer, and subject to approval and inspection by the Company.
 2. The Customer to enter into a special contract with the Company for treatment of the Customer's discharge, that could require an enlargement of the Company's existing sewage treatment plant or the construction of a temporary sewage treatment plant, and/or the construction or reconstruction of sewer lines or pump facilities, in a form approved by the Tennessee Public Utility Commission with a rate applicable to the Customer to be included within this Schedule of Rates, Rules, and Regulations, that is fair and reasonable to both parties and so as not to constitute a burden upon the Company or the existing Customers of the Company.
- B. No Customer shall discharge or cause to be discharged any storm water, surface water, ground water, swimming pool water, roof runoff, sub-surface drainage, or cooling water into the collecting sewers.
- C. The Customer shall not tamper with, by-pass, remove, or willfully damage a water meter that is used for calculation of sewer bills, or allow any such action.
- D. The Customer shall not attempt to discharge sewage either by an unauthorized service connection or direct unauthorized connection to a service sewer.
- E. Customers will not be permitted to allow discharge in any way from premises other than the service address, nor to permit the use of their drains or connections to the service sewer for waste discharge by others, without permission from the Company.

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F. Except as may be provided in paragraph A.2., above, the Customer shall be required to take any action necessary to meet the following described wastewater limits before the wastewater is discharged into the collection sewer:

1. Maximum temperature of 150 degrees Fahrenheit.
2. Maximum strength of four-hundred (400) parts per million Biological Oxygen Demand (B.O.D.).
3. A maximum of one-hundred (100) parts per million, by weight, any fat, oil or grease.
4. A maximum of twenty-five (25) parts per million, by weight, any soluble oils.
5. No gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
6. No garbage that has not been properly shredded.
7. No ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewer system.
8. No waste-water having a pH less than 5.0 or greater than 9.0, or having any other corrosive property, capable of causing damage or hazard to structures, equipment or personnel of the Company.
9. No waste-water containing heavy metals, toxic material, or Chemical Oxygen Demand (C.O.D.), in sufficient quantity to disrupt the operation of treatment facilities, or exceeding any limits which may be specified in a service contract for any such substance.

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Rule 7 – Discontinuance of Service

A. The Company may discontinue service for any of the following reasons:

1. Non-payment of a delinquent account not in dispute; or
2. Failure to post a security deposit or guarantee acceptable to the utility; or
3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises; or
4. Misrepresentation of identity in obtaining utility service; or
5. Enclosing or obstructing any meter so as to make reading or repairs unreasonably difficult, or
6. Failure to comply with the terms and conditions of a settlement agreement.
7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement; or
8. Violation of any of these Rules and Regulations on file with and approved by the Tennessee Public Utility Commission, for unauthorized resale of sewer service, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's sewer system; or
9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by an agreement between the Company and such sewer utility. When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not apply, and notice to the Customer shall be provided by rules and procedure applicable to the Customer's sewer service in lieu of notification required by these Rules and Regulations.

B. Discontinuance of service may be accomplished by, but not limited to, physical

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disconnection or turn-off of the Customer's service sewer from the Company's collecting sewer. Discontinuance of sewer service for non-payment of a sewer bill may be accomplished by physical disconnection or turn-off, or discontinuance by turn-off of water service by the Customer's water utility at the request of the Company. In such cases where discontinuance is accomplished by turn-off of water service:

1. If sewer billing is combined with water billing, Customers will be notified by the water utility by the terms of its rules normally practiced for discontinuance of water service; or
 2. If sewer billing is not combined with water billing, Customers will be notified by the terms of paragraphs F. and H., below, and not by those of any water utility.
- C. Reconnection of any Customer after discontinuance of service by authority of this rule will be made subject to payment of the cost of reconnection.
- D. Where the owner of rental property is the Customer and has been notified of the intent of disconnection, the tenants shall be given the opportunity in a reasonable and timely manner to pay delinquent bills in lieu of disconnection of service.
- E. None of the following shall constitute sufficient cause for the Company to discontinue service:
1. The failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company; or
 2. The failure of the Customer to pay for service received at a separate point of service, residence, or location. In the event of discontinuance or termination of service at a separate residential point of service, residence, or location in accordance with these rules, the Company may transfer and bill any unpaid balance to any other residential service account of the Customer and may discontinue service after twenty-one (21) days after

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rendition of the combined bill, for nonpayment, in accordance with this rule;
or

3. The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) service connection at the same location for the purpose of billing the usage of specific devices under operational rate schedules or provisions is not construed as a different class of service for the purpose of this rule; or
4. The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued received substantial benefit and use of the service billed to the other customer; or
5. The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant of the living unit; or
6. The failure to pay a bill correcting a previous underbilling, whenever the customer claims an inability to pay the corrected amount, unless a utility has offered the customer a payment arrangement equal to the period of underbilling.

F. Unless discontinuance is accomplished by turn-off of water service and discontinuance notice is provided by the water utility, then at least thirty (30) days prior to discontinuance of service, the Company will mail a written notice to the Customer by certified mail, return receipt requested or by electronic verification, with a copy of the notice sent to the Public Service Commission and a copy to the property owner if different than the Customer and if known by the Company. If the Company intends to discontinue service to a multi-tenant dwelling with occupants who are not customers, a notice shall also be conspicuously posted in the building ten (10) days prior to the proposed discontinuance, along with information pertaining to how one or more of the tenants may apply to become customers. Discontinuance shall occur within thirty (30) calendar days after the date given as the discontinuance date, shall occur between the hours of 8:00 a.m. and 4:00 p.m., and shall not occur on a day when the Company will not be available to reconnect service or on a day immediately preceding such a day. The thirty (30) day notice may be waived if there is any waste discharge that might be detrimental to the health and safety of the public, or cause damage to the sewer system. In the event of

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discontinuance of service without the thirty (30) day notice as above provided, the Customer and the Tennessee Public Utility Commission shall be notified immediately with a statement of the reasons for such discontinuance of service.

G. A discontinuance notice provided to a customer shall include:

1. The name and address of the Customer, the service address if different than the Customer's address; and
2. A statement of the reason for the proposed discontinuance of service and the cost for reconnection; and
3. How the customer may avoid the discontinuance; and
4. The possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and
5. A telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the customer may make an inquiry.

H. The Company shall make reasonable efforts to contact the Customer, at least twenty-four (24) hours prior to any discontinuance, regarding the reason(s) for discontinuance of service, and the resolution. If discontinuance of service would affect an occupant who is not the Company's Customer, or is not responsible for payment of the bill, then the Company shall make reasonable efforts to inform such occupant(s).

I. The Company shall postpone the discontinuance if personnel will not be available to restore service the same day, or if personnel will not be available to restore service the following day. The Company also shall postpone discontinuance if a medical emergency exists on the premises, however the postponement may be limited to twenty-one (21) days, and the Company may require proof of a medical emergency.

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- J. The Company shall have the right to enter the Customer's premises for purposes of discontinuance of service in compliance with these Rules and Regulations. Discontinuance of service will be made during reasonable hours. Company personnel shall identify themselves and announce the intention to discontinue service, or leave a conspicuous notice of the discontinuance. The Company shall have the right to communicate with the owner of the Customer's Unit for purposes of gaining access to the property for discontinuance of service in accordance with the Tennessee Public Utility Commission's billing practices, but any extra costs for arranging such access shall not be charged to the Customer's account.
- K. The provisions of paragraphs I. and K., above, may be waived if safety of Company personnel while at the premises is a consideration.
- L. Discontinuance of service to a unit for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the Customer.
- M. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
- N. The Company has the right to refuse or to discontinue service to any unit to protect itself against fraud or abuse.
- O. The Company shall deal with Customers and handle Customer accounts in accordance with the Tennessee Public Utility Commission's Utility Billing Practices.
- P. Applicable Turn-off and turn-on charges are specified in the Schedule of Service Charges.

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Rule 8 – TERMINATION OF SERVICE

- A. Termination of service at the Customer's request may be accomplished at the expense of the Customer. If termination of service must be accomplished by physical disconnection, the Customer shall notify the Company of the date and time of the disconnection in writing at least five (5) days prior to the disconnection. If termination is accomplished by turn-off of water service, such notice shall be on or before the date of the water turn-off. Service may not be terminated for one unit of a multi-unit building if the building is served by one service sewer, unless accomplished by turnoff of water service to that unit. The method used for termination of service shall be determined by the Company.
- B. A Customer may request temporary turn-off of water service or sewer service by the Company for the Customer's own convenience; however, the Customer shall still be charged for service at the appropriate rate as specified in the Schedule of Rates during the time the service is turned off.
- C. A Customer who requests termination of sewer service, but returns to the premises and requests sewer service within nine (9) months of such termination, at the Company's discretion may be deemed to have been a seasonal customer, and applicable charges incurred during the period of absence may apply.

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Rules and Regulations Governing Rendering of Water Service

Rule 9 – Interruptions in Service

- A. The Company reserves the right to limit sewer service in its collecting sewers at any time, in a reasonable and non-discriminatory manner, for the purpose of making repairs to the sewer system.
- B. Whenever service is limited for repairs, all Customers affected by such limitation will be notified in advance whenever it is practicable to do so. Every effort will be made to minimize limitation of service.
- C. No refunds of charges for sewer service will be made for limitations of service unless due to willful misconduct of the Company.
- D. In order to avoid service problems when extraordinary conditions exist, the Company reserves the right, at all times, to determine the limit of and regulate sewage discharge in a reasonable and non-discriminatory manner.

* Indicates new rate or text

+ Indicates change

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Rules and Regulations Governing Rendering of Water Service

Rule 10 – Bills for Service

- A. The charges for sewer service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Service charges for connection or disconnection are set forth in the Schedule of Service Charges.
- B. A Customer who has made application for, or who is or has been taking sewer service at one or more units connected to the collecting sewer, shall be held liable for payment of any applicable charges for service furnished to such units from the date of connection until the date requested by the Customer in writing for service to be terminated, or until service is discontinued by the Company.
- C. The owner of the premises, the occupant and the user of the service shall be jointly and severally liable to pay for the sewer service to such premises; and the service is furnished to the premises by CSWR only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable to CSWR. In accordance with 20 CSR 4240-13.050, debts incurred by one tenant will not be conveyed to a successive tenant. This provision is applicable only to new accounts established after the effective date of this tariff sheet.
- D. Bills for sewer service will be mailed or delivered to the Customer's last address as shown by the records of the Company, but failure to receive the bill will not relieve the Customer from the obligation to pay the same.
- E. Payments shall be made at the office of the Company or at a convenient location designated by the Company, by ordinary mail, or by electronic methods employed by the Company. Payment must be received by the close of business on the date due, unless the date due falls on a non-business day in which case payment must be received by the next business day.
- F. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical

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error. Customers will be held responsible for charges based on service provided.

- G. Separate bills shall be rendered for each location at which sewer service is provided, even though one entity may be the Customer at such separate locations.
- H. The Company may render bills monthly in advance, or on a monthly basis in arrears when the sewer charges are based on water usage. Bills shall have the due date indicated on the bill. Bills will be rendered net, bearing the last date on which payment will then be considered delinquent. The period after which the payment is considered delinquent is a minimum of 21 days after rendition of the bill. Bills unpaid after the stated due date will be delinquent and the Company shall have the right to discontinue service in accordance with Rule 8. Delinquent bills may be subject to a late charge as provided in the Schedule of Service Charges. The Company shall not be required to restore or connect any new service for such delinquent Customers until the unpaid account due the Company under these Rules and Regulations has been paid in full or arrangements satisfactory to the Company have been made to pay said account.
- I. When bills are rendered for a period of less than a complete billing period due to the connection or termination of service, the billing shall be for the proportionate part of the monthly charge, or where water usage is the basis for the charge, at the appropriate rate for water used.
- J. Customers terminating after taking service for less than one month shall pay not less than the monthly minimum. The owner of the property served will be held responsible for ultimate payment of a bill. If the customer is a tenant of rental property, copies of all notices of violations of the rules, or of disconnection of service shall also be sent to the owner of the property if the owner is known to the Company.
- K. Unless sewer charges are billed in advance, the Company may require a security deposit or other guarantee as a condition of new service if the Customer:
 - 1. Has a past-due bill which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service; or,

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2. Has, in an unauthorized manner, within the last five (5) years prior to applying for service, interfered with or diverted the service of a utility in the provision of the same type of service; or,
3. Is unable to establish a credit rating with the Company. Adequate credit rating for a residential Customer shall be established if the Customer:
 - a. Owns or is purchasing a home; or,
 - b. Is and has been regularly employed full time for at least one (1) year; or,
 - c. Has an adequate and regular source of income; or
 - d. Can provide credit references from a commercial credit source.
- L. Unless sewer charges are billed in advance, the Company may require a security deposit or other acceptable written guarantee of payment as a condition of continued or re-establishing service if service if:
 1. The water service of the Customer has been discontinued for non-payment of a delinquent account not in dispute; or,
 2. The Customer has interfered with, diverted or, in an unauthorized manner, used utility service delivered to the customer's premises; or,
 3. The Customer has failed to pay undisputed bills before the delinquency date for five (5) billing periods out of twelve (12) consecutive monthly billing periods. Prior to requiring a customer to post a deposit under this subsection, the utility shall send the customer a written notice explaining the utility's right to require a deposit or include such explanation with each written discontinuance notice.
- M. The amount of a security deposit shall not exceed utility charges applicable to one (1) billing period plus thirty (30) days, computed on estimated or actual annual usage.
- N. Interest shall be payable annually on all deposits, but shall not accrue after the utility has made reasonable effort to return the deposit. Interest will be paid at

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Rules and Regulations Governing Rendering of Water Service

a per annum rate equal to the prime bank lending rate, as published in the *Wall Street Journal* for the last business day of the preceding calendar year, plus one (1) percentage point. Interest may be credited to the Customer's account.

- O. After a Customer has paid proper and undisputed utility bills by the due dates, for a period not to exceed one (1) year, credit shall be established or re-established, and the deposit and any interest due shall be refunded. The utility may withhold full refund of the deposit pending resolution of a disputed matter.
- P. The utility shall give a receipt for deposits received, but shall also keep accurate records of deposits, including Customer name, service address, amounts, interest, attempts to refund and dates of every activity regarding the deposit.
- Q. All billing matters shall be handled in accordance with the Tennessee Public Utility Commission's Rules and Regulations regarding Utility Billing Practices, 4 CSR 240-13.

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Rules and Regulations Governing Rendering of Water Service

Rule 11 – Extension Of Collecting Sewers

- A. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost, if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the Company. The applicant may choose to have the Company perform all work under the terms and conditions of Paragraph C, following, or have a private contractor perform the work under the terms and conditions of Paragraph D, following. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.
- B. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company. If the Company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the Company.
- C. The Company will extend collecting sewers for the applicant under the following terms and conditions:
1. Upon receipt of written application for service as provided in Rule 4, Applications for Service, the Company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, and the direct costs associated with supervision, engineering, permits, and bookkeeping.
 2. The applicant shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution-in-aid-of-construction equal to the amount determined in Paragraph C (1) above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.

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Rules and Regulations Governing Rendering of Water Service

3. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.
- D. When the applicant elects to construct an extension, the Company will connect said extension to its existing collecting sewers under the following terms and conditions:
1. Applicant shall enter into a contract with the Company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company the estimated reasonable cost of the Company's inspection.
 2. The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
 3. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.
 4. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in Paragraph D (1).
- E. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:
1. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.

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Rules and Regulations Governing Rendering of Water Service

2. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
 3. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in E (1) above or E (2) above, as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.
- F. Refunds of contributions shall be made to the original applicant as follows:
1. Should the actual cost of an extension constructed by the Company under Paragraph C, or actual costs for inspection by the Company under Paragraph D, above, be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.
 2. During the first ten years after the extension is completed, the Company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with Paragraph E above.
 3. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.
 4. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity.
- G. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
- H. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

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Rule 1220-04-13-.08 (2)(d)

Customer Type	Count
Residential	149

Rule 1220-04-13-.08 (2)(h)

System:

Chapel Woods

Net Book Value Calculation

Acct Name	Acct #	Plant Balance	Dep %	AccDep-12/31/2020	Dep Exp	AccDep-12/31/2021	NBV-12/31/2021
Treatment & Disposal Equipment	380.000	57,655.45	5.0%	10,894.63	2,882.77	13,777.40	43,878.05
Total		57,655.45		10,894.63	2,882.77	13,777.40	43,878.05

Post-Closing Journal Entries/Acquisition

Adjustment Schedule

Acct Name	Acct #	Debit	Credit	Note
Utility Plant Purchased	106.000		10,001.00	Total closing consideration
Land & Land Rights	353.000	10,000.00		Transaction costs at closing (estimated)
Treatment & Disposal Equipment	380.000	57,655.45		Forward from 2020 Annual Report
Acc Dep - Sewer	108.000		13,777.40	Forward from 2020 Annual Report
Utility Plant Acquisition Adjustment	114.000		43,877.05	Acquisition Adjustment
		67,655.45	67,655.45	

Net Book Value	43,878.05
Legal Regulatory Cost	16,527.55
Acquisition Date Rate Base	60,405.60

Rule 1220-04-13-.08 (2)(i)

System:

Chapel Woods

Net Book Value Calculation

Acct Name	Acct #	Plant Balance	Dep %	AccDep-12/31/2020	Dep Exp	AccDep-12/31/2021	NBV-12/31/2021
Treatment & Disposal Equipment	380.000	57,655.45	5.0%	10,894.63	2,882.77	13,777.40	43,878.05
Total		57,655.45		10,894.63	2,882.77	13,777.40	43,878.05

Post-Closing Journal Entries/Acquisition

Adjustment Schedule

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Acc Dep - Sewer	108.000		13,777.40	Forward from 2020 Annual Report
Utility Plant Acquisition Adjustment	114.000		43,877.05	Acquisition Adjustment
		67,655.45	67,655.45	

Net Book Value	43,878.05
Legal Regulatory Cost	16,527.55
Acquisition Date Rate Base	60,405.60

Rule 1220-04-13-.08 (2)(j)

Acquisition Benefits

Although Limestone details below various benefits supporting a potential acquisition premium to comply with the updated Filing Requirements adopted by the TN PUC, the Company is not requesting an acquisition premium in the current case and the Commission will not be asked to approve any acquisition adjustments related to the purchase of Shiloh Falls' assets as Limestone is proposing to defer these issues to a future rate case. However, approving the proposed transfer of wastewater assets currently owned by Shiloh Falls would be in the public interest. The affiliated group to which Limestone Water UOC belongs has demonstrated it has the managerial and operational expertise and experience necessary to own and operate the subject systems. It also has access to capital necessary to repair and upgrade those systems to ensure they comply with all health and environmental regulations and provide safe and reliable service to customers.

CSWR, LLC, and its affiliated utility operating companies have a proven track record of acquiring small, oftentimes distressed, water and wastewater systems, making the repairs and upgrades those systems require, and operating them in a way that pleases utility and environmental regulators alike. As evidence of their successes, utility, and environmental regulators in several states where affiliates currently operate have sought out those affiliates and asked them to become the emergency operator of systems in need of immediate aid. The Missouri Public Service Commission and the Missouri Department of Natural Resources have recognized the solid track record CSWR, and its affiliates have established for acquiring, rehabilitating, maintaining, and operating troubled water and wastewater systems in that state.

As its website expressly states, the mission of CSWR and its affiliates is to bring safe, reliable, and environmentally responsible water resources to every community in the United States. As it works to accomplish that objective, the group is transforming how water utilities work by using technology and innovation to quickly assess and invest in reliable infrastructure that meets or exceeds stringent state and federal safety standards, ensuring all communities across the country have access to safe, clean, and reliable water resources while protecting the aquifers, lakes, rivers, and streams that are essential to our world.

Technical resources and operational expertise that would be available to Shiloh Falls customers already have greatly improved the quality of utility service provided to customers of affiliates in Missouri, Arkansas, Louisiana, Kentucky, Texas, and Mississippi. CSWR has on staff engineers and other trained and qualified personnel with experience in the design and operation of water and wastewater

systems, and CSWR supplements those resources with qualified and licensed local contract operators who are responsible for day-to-day plant operations. Access to these and other resources available through its affiliation with CSWR would allow Limestone Water to achieve economies of scale not generally available to similarly sized water and wastewater utilities. The affiliated group's business model makes this expertise and experience available to affiliates and does so through economies of scale that can be achieved because of CSWR's centralized management structure.

CSWR also has developed and implemented operating processes and technologies that improve service to customers. If authorized to make the acquisition proposed in this application, Limestone Water plans to implement operational changes specifically designed to improve and enhance customer service. Customers would have access to a 24-hour phone line to report any utility service issues. Information received from those calls would then be transferred into CSWR's computerized maintenance management system and converted into work orders, which creates a historical record of all reported service issues. The work order also ensures contracted customer service personnel can quickly commence work required to deal with issues affecting service efficiently and expeditiously.

CSWR utilizes the Computerized Maintenance Management System (CMMS), program Utility Cloud to facilitate field work, inspections, maintenance schedules, and reporting for all facilities. This allows CSWR to manage data, work, and compliance across plant and distributed field assets. Utility Cloud has been implemented to assist in avoiding compliance and equipment failures with real-time data monitoring across people, machines, and sensors throughout all our service areas.

The main benefit that Utility Cloud offers CSWR is that the system is highly configurable, easy-to-use asset management tool that helps all parties distribute work, report on maintenance, and streamline compliance reports. With the system being highly configurable CSWR can build out the systems efficiently and begin tracking maintenance and improvements day one of ownership.

It is paramount to our operations that this product is used, and a big proponent of that is the ease of use. Most of the end users of this system require only a 4-hour training session to be able to navigate, create and assign work, and complete the Work Orders. The ability to get our contractors trained so quickly speaks volumes to how easy the system is to operate. That initial training is adequate for 90% of our operators.

Features of Utility Cloud that have been beneficial to our operations and streamlined time-consuming processes consist of:

- Automating the completion and submission of compliance reports using the exact field data your crew collects.
- Utilize custom accounts, security roles, and user rights to maintain the separation between projects and managing multiple contractors while storing all CSWR's data in one database.
- Manage and track maintenance history on all assets to assist in identifying potential capital improvement projects.
- Created custom alerts to trigger as issues arise.
- Leveraging digital SOPs, manuals, and layouts helping standardize complex work and to meet regulatory and OSHA requirements.
- Create powerful workflows and reports for our compliance objectives.
- Integration with the survey database to create a useable asset for field work tracking, utilizing real-time data and leveraging analytical tools to trend plant performance.

As part of the CSWR's arsenal of tools utilized, Utility Cloud is pivotal in the operation and maintenance of the facilities that take over. The ability to create custom workflows gives us the ability to collect asset and task specific data quickly and efficiently. Utilizing this system allows for CSWR to quickly implement new processes that are applicable for all our sites across the country with the click of a button. This is the type of configuration scalability that CSWR requires and Utility Cloud delivers.

Limestone Water also would ensure customers have access to customer service representatives during normal business hours to discuss customer concerns. Additionally, Limestone Water will establish a utility-specific webpage and dedicated email address to keep customers informed about their utility service. Information available on the website would include state mandated drinking water testing information, up-to-date website bulletins about current service status, and service initiation or discontinuance procedures. Limestone Water also will also implement a dedicated social media page to offer another avenue of communication with customers. Limestone Water also will offer online bill paying options to customers including e-checks, debit card, and credit cards.

Due to all of the above, the existing customers of Limestone Water UOC and the existing customers of Shiloh Falls would benefit from the proposed transaction. The technical, managerial, and financial capabilities of Limestone Water and its parent company CSWR will provide economies of scale that cannot be recognized by systems the size of Shiloh Falls. As such, the Company believes that an Acquisition Premium is prudent for all affected parties.

Rule 1220-04-13-.08 (2)(k)

Rate Design Methodology

Although no determination of the methodology used to set revenue requirement is being sought in this docket, Limestone intends to propose using a Rate Base rate of return methodology to recover costs of post-acquisition capital improvements and regulatory, transaction, and closing costs. As described in the testimony of Josiah Cox, Limestone may petition the Commission to increase rates or change certain operating regulations if it is determined that the revenue requirement for the system at hand increases in the future. Also described in the testimony of Josiah Cox, Limestone may also seek authority to consolidate rates of the systems it proposes to acquire in this case with those of other wastewater systems it operates in Tennessee.

Rule 1220-04-13-.08 (2)(l)

System:

Chapel Woods

Net Book Value Calculation

Acct Name	Acct #	Plant Balance	Dep %	AccDep-12/31/2020	Dep Exp	AccDep-12/31/2021	NBV-12/31/2021
Treatment & Disposal Equipment	380.000	57,655.45	5.0%	10,894.63	2,882.77	13,777.40	43,878.05
Total		57,655.45		10,894.63	2,882.77	13,777.40	43,878.05

Post-Closing Journal Entries/Acquisition

Adjustment Schedule

Acct Name	Acct #	Debit	Credit	Note
Utility Plant Purchased	106.000		10,001.00	Total closing consideration
Land & Land Rights	353.000	10,000.00		Transaction costs at closing (estimated)
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Acc Dep - Sewer	108.000		13,777.40	Forward from 2020 Annual Report
Utility Plant Acquisition Adjustment	114.000		43,877.05	Acquisition Adjustment
		67,655.45	67,655.45	

Net Book Value	43,878.05
Legal Regulatory Cost	16,527.55
Acquisition Date Rate Base	60,405.60

Rule 1220-04-13-.08 (2)(m)

System:

Chapel Woods

Net Book Value Calculation

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Net Book Value	43,878.05
Legal Regulatory Cost	16,527.55
Acquisition Date Rate Base	60,405.60

Rule 1220-04-13-.08 (2)(n)

Chapel Woods

	Limestone Water UOC	
	Aqua Utilities Service Area	Chapel Woods HOA Service Area
Monthly Recurring Charge - Pre Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Monthly Recurring Charge - Post Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Non-Recurring Charges - Pre Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A
Non-Recurring Charges - Post Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A

Rule 1220-04-13-.08 (2)(o)

Chapel Woods

	Limestone Water UOC	
	Aqua Utilities Service Area	Chapel Woods HOA Service Area
Monthly Recurring Charge - Pre Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Monthly Recurring Charge - Post Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Non-Recurring Charges - Pre Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A
Non-Recurring Charges - Post Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A

Rule 1220-04-13-.08 (2)(p)

Chapel Woods

	Limestone Water UOC	
	Aqua Utilities Service Area	Chapel Woods HOA Service Area
Monthly Recurring Charge - Pre Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Monthly Recurring Charge - Post Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Non-Recurring Charges - Pre Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A
Non-Recurring Charges - Post Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A

Rule 1220-04-13-.08 (2)(q)

Chapel Woods

	Limestone Water UOC	
	Aqua Utilities Service Area	Chapel Woods HOA Service Area
Monthly Recurring Charge - Pre Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Monthly Recurring Charge - Post Acquisition		
<u>Minimum Charge - Water</u>	\$19.65	N/A
<u>Usage Rate - Water</u>	\$3.05 per 1,000 gallons	N/A
<u>Minimum Charge - Sewer</u>	\$19.65	\$29
<u>Usage Rate - Sewer</u>	\$3.05 per 1,000 gallons	N/A
Non-Recurring Charges - Pre Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A
Non-Recurring Charges - Post Acquisition		
<u>Service Connection Charge</u>	\$1,425	N/A
<u>Reconnect Charge - Seasonal</u>	\$120	N/A
<u>Reconnect Charge - Nonpayment</u>	\$15	N/A
<u>Returned Check Charge</u>	\$20	N/A

Rule 1220-04-13-.08 (5)



LIMESTONE WATER

Utility Operating Company

A CSWR Managed Utility

**NOTICE OF APPLICATION FOR TRANSFER OF SYSTEM ASSETS
FROM CHAPEL WOODS HOMEOWNER'S ASSOCIATION TO LIMESTONE WATER UOC,
LLC**

DOCKET NO. 21-00060

February xx, 2022

Dear Resident of Chapel Woods,

On 5/17/2021, Limestone Water Utility Operating Company, LLC, (Limestone Water) and Chapel Woods Homeowner's Association (Chapel Woods) filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for Chapel Woods to transfer its sewer system assets to Limestone Water. Chapel Woods is currently serving approximately 149 connections in the Chapel Woods subdivision within Marshall County.

A hearing has been scheduled on [DATE] to review this application.

If the application is approved by the TPUC, Limestone Water would become your regulated sewer utility, subject to the jurisdiction of the TPUC. Those wishing to comment should contact the Tennessee Public Utility Commission by mail at:

Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Or call toll-free at 1-800-342-8359 or email contact.tpuc@tn.gov. In your correspondence, please refer to TPUC Docket Number 20-00060.

Limestone Water UOC is not requesting a change to rates, classifications, charges, or rules and regulations; therefore, your current rates will not be affected by this transfer.

Upon completing the proposed acquisition of these utility systems, Limestone Water will begin executing plans to numerous construction and operational improvements to your system to address component degradation, environmental and/or public health compliance issues, and more.

If you have questions, please contact Limestone Water by phone at 1-855-723-2450 or by email at support@limestonewateruoc.com.

Sincerely,

Limestone Water Utility Operating Company, LLC