

BUTLER | SNOW

December 5, 2023

VIA ELECTRONIC FILING

Hon. Herbert H. Hilliard, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

Electronically Filed in TPUC Docket Room
on December 5, 2023 at 3:57 p.m.

RE: *Joint Application of Limestone Water Utility Operating Company, LLC, and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., for Approval of the Acquisition of and to Operate the Wastewater System of Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00037*

Dear Chairman Hilliard:

Attached for filing please find a *Clarification of Joint Application of Limestone Water Utility Operating Company, LLC and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc.* in the above-captioned docket, including **Revised Exhibit 13** and **Supplemental Exhibit 31**.

As required, the original plus four (4) hard copies will be mailed to your office. Should you have any questions concerning this filing, or require additional information, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Chuck B. Welch, Jr., Farris Bobango PLC
Vance L. Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division
Shilina B. Brown, Consumer Advocate Division

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BUTLER SNOW LLP

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

**JOINT APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, AND INTEGRATED)
RESOURCE MANAGEMENT, INC. D/B/A)
IRM UTILITY, INC., FOR APPROVAL OF)
THE ACQUISITION OF AND TO)
OPERATE THE WASTEWATER SYSTEM)
OF INTEGRATED RESOURCE)
MANAGEMENT, INC. D/B/A IRM)
UTILITY, INC., AND TO TRANSFER OR)
ISSUE A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)**

DOCKET NO. 23-00037

**CLARIFICATION OF JOINT APPLICATION OF LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC, AND INTEGRATED RESOURCE MANAGEMENT,
INC. D/B/A IRM UTILITY, INC., FOR APPROVAL OF THE ACQUISITION OF AND
TO OPERATE THE WASTEWATER SYSTEM OF INTEGRATED RESOURCE
MANAGEMENT, INC. D/B/A IRM UTILITY, INC., AND TO TRANSFER OR ISSUE A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

On May 24, 2023, and pursuant to Tenn. Code Ann. §§ 65-4-104, 65-4-201, and 65-4-113, and the rules of the Tennessee Public Utility Commission (“TPUC” or “Commission”), Limestone Water Utility Operating Company, LLC (“Limestone”) and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. (“IRM”), respectfully submitted the Joint Application in the above-captioned matter requesting the Commission to approve Limestone’s acquisition (the “Transaction”) of the title to all assets, property, and real estate currently owned by IRM and used to provide regulated wastewater service to customers in Decatur County, Tennessee (the “System”). Limestone and IRM (the “Applicants”) further requested the Commission to authorize the transfer of IRM's Certificate of Public Convenience and Necessity ("CCN") to Limestone, pursuant to Tenn. Code Ann. § 65-4-113, with its accompanying privilege and franchise. Finally,

and alternatively, the Applicants requested that the Commission grant Limestone a CCN, with its accompanying privilege and franchise, pursuant to Tenn. Code Ann. §§ 65-4-201 and 65-4-107. The purpose of this Clarification of Joint Application is to clarify that Limestone proposes to adopt the rate structure of IRM's existing tariff, except that Limestone does not intend on charging an escrow fee.

Consistent with this Clarification of Joint Application, the Applicants submit the following:

I. INTRODUCTION

In the Joint Application, under Section I INTRODUCTION, paragraph 3, page 3, the Applicants listed the exhibits to the Joint Application. With this clarification, the Applicants submit **Revised Exhibit 13** (Draft Customer Notification Letter) and **Supplemental Exhibit 31** (Limestone's Proposed Tariff). To avoid any confusion, both of these exhibits clarify that Limestone does not intend on charging an escrow fee post-acquisition.

II. DESCRIPTION OF THE TRANSACTION

In the Joint Application, under Section II DESCRIPTION OF THE TRANSACTION, page 7, the Applicants noted the following: "If the Commission grants the relief requested in the Joint Application, Limestone intends to adopt rates currently in effect for IRM's customers served by the System." In Limestone's Response to the CAD's DR 1-9, the Company stated as follows:

"While the Company will transfer the escrow account balances at closing, the Company does not believe it needs to charge any surcharge/fees to raise capital required to reinvest in the system. As such, the Company would like to eliminate the surcharge, thereby lowering the residential rate by \$10.13 per month. This would result in a residential rate of \$47.98 per month."

So, consistent with its Response to CAD's DR 1-9, Limestone herein clarifies that it proposes to adopt the rate structure of IRM's existing tariff, except that Limestone does not intend on charging an escrow fee.

III. RATES DESIGN AND OTHER PROPOSALS AND COMMITMENTS

In the Joint Application, under Section IV RATES DESIGN AND OTHER PROPOSALS AND COMMITMENTS, page 11, the Applicants stated that “Limestone proposes to adopt the tariffs, rules and rates currently in effect for the System.” Consistent with its Response to CAD’s DR 1-9, Limestone herein clarifies that it proposes to adopt the rate structure of IRM’s existing tariff, except that Limestone does not intend on charging an escrow fee.

IV. APPROVAL OF THE JOINT APPLICATION IS IN THE PUBLIC INTEREST

In the Joint Application, under Section VII APPROVAL OF THE JOINT APPLICATION IS IN THE PUBLIC INTEREST, page 14, the Applicants note that “Limestone proposes to adopt IRM’s currently approved rates and tariffs[.]” As set forth in Limestone’s Response to CAD’s DR 1-9, Limestone herein clarifies that it proposes to adopt the rate structure of IRM’s existing tariff, except that Limestone does not intend on charging an escrow fee.

V. CONCLUSION

For the foregoing reasons, and as set forth in the Joint Application and supporting documentation, both IRM and Limestone continue to believe that it is in the best interests of the System’s customers for Limestone to acquire the System with the result that Limestone will be the exclusive provider of wastewater within the service area of the System. The Joint Application demonstrates that Limestone possesses the technical, financial, and managerial resources to provide wastewater services. Therefore, the issuance of a CCN to Limestone serves the public interest.

WHEREFORE, for the reasons previously stated, IRM and Limestone request the Commission issue an order:

1. Approving the Transaction as necessary and proper for the public convenience and properly conserving, promoting and protecting the public interest;
2. Authorizing IRM to sell and transfer to Limestone all assets used to provide wastewater utility services to customers currently served by IRM in Decatur County, Tennessee;
3. Authorizing the transfer of IRM's existing CCN to Limestone, with its accompanying privilege and franchise, or, in the alternative, granting Limestone a CCN, with its accompanying privilege and franchise, to provide wastewater utility services in areas currently served by IRM;
4. Authorizing appropriate accounting and rate base treatment; and
5. Providing such other relief as the Commission believes is necessary and appropriate under the circumstances.

Respectfully submitted,

BUTLER SNOW LLP



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*Attorneys for Applicant Integrated Resource
Management, Inc. d/b/a IRM Utility, Inc.*

APPENDIX A

I. In Section II of the Joint Application's Appendix, TPUC Rule 1220-04-01-.17 Minimum Requirements for New and Amendments to Certificates of Convenience and Necessity, subsection (2)(e)(8), page 6, the following language appears:

(8) If the Commission approves the Joint Application, Limestone proposes to adopt the tariff, including approved rates, currently in effect and on file with the Commission for IRM.

As set forth in Limestone's Response to CAD's DR 1-9, Limestone proposes to adopt the rate structure of IRM's existing tariff, except that Limestone does not intend on charging an escrow fee.

II. In Section III of the Joint Application's Appendix, TPUC Rule 1220-04-14-.08 Application for Acquisition and Filing Requirements, subsection (2), page 10, the following language appears:

(q) See **Exhibits 21 and 31**. As set forth in the Joint Petition and the attached Pre-filed Direct Testimony of Josiah Cox (**Exhibit 9**), if the acquisition is approved, Limestone will adopt the rates currently in effect and charged by IRM;

(r) Not applicable. The post- approval, post-closing Limestone rates set forth in **Exhibit 31**, which are the same rates currently charged by IRM, will only apply to acquired customers served by the System;

(s) Not applicable. The post- approval, post-closing Limestone rates set forth in **Exhibit 31**, which are the same rates currently charged by IRM, will only apply to acquired customers served by the System;

As set forth in Limestone's Response to CAD's DR 1-9, Limestone proposes to adopt the rate structure of IRM's existing tariff, except that Limestone does not intend on charging an escrow fee.

REVISED EXHIBIT 13



LIMESTONE WATER

Utility Operating Company

A CSWR Managed Utility

_____, 202_

Dear Current Customer of Integrated Resource Management, Inc. d/b/a/ IRM Utility, Inc.,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and Integrated Resource Management, Inc. d/b/a/ IRM Utility, Inc. (IRM) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for IRM to sell to Limestone Water its sewer system assets. IRM is currently serving approximately thirty-six (36) connections in Decatur County.

If the proposal is approved by TPUC, Limestone Water be subject to the jurisdiction of TPUC in the following service areas:

- IRM - Riverstone Estates

Limestone Water proposes to adopt the existing rate structure, except that Limestone does not intend on charging an escrow fee, for all customers.

After completing the proposed acquisition of these service areas, Limestone Water plans to construct numerous improvements to the systems to address degradation due to age and environmental compliance issues.

Those wishing to comment on this proposed acquisition may do so by contacting

the Tennessee Public Utility Commission at:

502 Deaderick Street
4th Floor
Nashville, TN 37243
(800) 342-8359
675-747-2904
contact.tpuc@tn.gov

If you contact the Commission, please refer to TPUC Docket Number 23-00037, including in all correspondence. The Commission has set a hearing to consider Limestone Water's proposed acquisition of IRM on _____, 2024 at the address above. For ease of reference, the Commission's notice of the hearing is attached.

If you have questions, please contact Limestone Water at 314-736-4672 or the above public office of the Tennessee Public Utility Commission.

Sincerely,

Josiah Cox

Limestone Utility Operating Company, LLC

SUPPLEMENTAL EXHIBIT 31

Limestone Water UOC

Wastewater Service Tariff

TPUC #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.*

Schedule of Rates and Charges
Chapel Woods Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$29 per month

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

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

Proposed Sheet #1-6

**SCHEDULE OF RATES & CHARGES IRM –
RIVERSTONE ESTATES SERVICE TERRITORY**

Residential Monthly Wastewater Service:

All Residential Customers \$47.98

Miscellaneous Charges:

| | |
|---|---------|
| Monthly Capital Recovery Surcharge - Commercial | \$2.87 |
| Returned Check Charge | \$20.00 |
| Disconnection Charge | \$10.00 |
| Reconnection Charge | \$15.00 |
| Service Connection Charge | \$60.00 |
| Late Payment Penalty | 5.00% |

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

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

Schedule of Rates and Charges
Sunset Cove Condominiums
Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$43.37 per month

* Indicates new rate or text

+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

Limestone Water UOC

Wastewater Service Tariff

TPUC #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 Public Utility Commission.
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 15th 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 Public Utility Commission, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

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

Inspection

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

In Event of Emergency

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

Extension Plan

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

Contracts for Service

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

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

Customer Billing Forms

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

Public Contact

Billing:
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 Public Utility Commission Regulations

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

Returned Checks

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

Payment Plans

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

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

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

Alternative Address Notification

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

Limestone Water UOC
1630 Des Peres Road
Des Peres MO 63131

SEWER SERVICE CONTRACT

_____Number of Bedrooms _____Square Feet

Responsible Party for paying the bill:

Customer Name _____

Address of Service _____

| | | |
|------|-------|-----|
| CITY | STATE | ZIP |
|------|-------|-----|

Mailing Address (if different) _____

| | | |
|------|-------|-----|
| CITY | STATE | ZIP |
|------|-------|-----|

Phone: Home # _____ Work # _____

Email address: _____

(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 15th 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 20th 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 _____

Office Use Only:

Account # _____

| | Aqua Utilities Service Area | Chapel Woods HOA Service Area | Cartwright Creek Grassland Service Area | Cartwright Creek Arrington Service Area | Cartwright Creek Hideaway Service Area | DSH & Associates, LLC Service Area | Riverstone Estates Service Area |
|--|--------------------------------|----------------------------------|--|--|---|---------------------------------------|--|
| Monthly Recurring Charge - Pre Acquisition | | | | | | | |
| Minimum Charge - Water | \$19.65 | N/A | N/A | N/A | N/A | N/A | N/A |
| Usage Rate - Water | \$3.05 per 1,000 gallons | N/A | N/A | N/A | N/A | N/A | N/A |
| Minimum Charge - Sewer | \$19.65 | \$29 | \$42.00 | \$55.25 | \$55.25 | \$43.37 | \$58.11 |
| Usage Rate - Sewer | \$3.05 per 1,000 gallons | N/A | N/A | N/A | N/A | N/A | N/A |
| Monthly Capital Recover Surcharge | N/A | N/A | \$7.50 | \$7.50 | \$7.50 | N/A | \$10.13 |
| Monthly Recurring Charge - Post Acquisition | | | | | | | |
| Minimum Charge - Water | \$19.65 | N/A | N/A | N/A | N/A | N/A | N/A |
| Usage Rate - Water | \$3.05 per 1,000 gallons | N/A | N/A | N/A | N/A | N/A | N/A |
| Minimum Charge - Sewer | \$19.65 | \$29 | \$42.00 | \$55.25 | \$55.25 | \$43.37 | \$47.98 |
| Usage Rate - Sewer | \$3.05 per 1,000 gallons | N/A | N/A | N/A | N/A | N/A | N/A |
| Monthly Capital Recover Surcharge | N/A | N/A | \$7.50 | \$7.50 | \$7.50 | N/A | N/A |
| Non-Recurring Charges - Pre Acquisition | | | | | | | |
| Service Connection Charge | \$1,425 | N/A | N/A | N/A | N/A | N/A | \$60.00 |
| Late Fee | N/A | N/A | 5% | 5% | 5% | 5% | 5% |
| Reconnect Charge - Seasonal | \$120 | N/A | \$15 | \$15 | \$15 | \$40 | \$15.00 |
| Reconnect Charge - Nonpayment | \$15 | N/A | \$15 | \$15 | \$15 | \$40 | \$15.00 |
| Reconnect Charge - Before 8am & after 5PM, Saturdays/Sundays, or less than 24 hours in advance | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Returned Check Charge | \$20 | N/A | \$25 | \$25 | \$25 | \$25 | \$20.00 |
| Disconnection Charge | N/A | N/A | \$10 | \$10 | \$10 | \$40 | \$10.00 |
| Construction Inspection Fees | N/A | N/A | \$250 | \$250 | \$250 | N/A | N/A |
| Construction Reinspection Fee | N/A | N/A | \$50 | \$50 | \$50 | N/A | N/A |
| STEP System Installation | N/A | N/A | N/A | N/A | N/A | \$6,000 | N/A |
| Tap Fee | N/A | N/A | \$10,000 | \$10,000 | \$10,000 | \$3,750/lot | N/A |
| Access Fee | N/A | N/A | N/A | N/A | N/A | \$120/yr | \$160/yr |
| Security Deposit | N/A | N/A | N/A | N/A | N/A | N/A | \$60.00 |
| Non-Recurring Charges - Post Acquisition | | | | | | | |
| Service Connection Charge | \$1,425 | N/A | N/A | N/A | N/A | N/A | \$60.00 |
| Late Fee | N/A | N/A | 5% | 5% | 5% | 5% | 5% |
| Reconnect Charge - Seasonal | \$120 | N/A | \$15 | \$15 | \$15 | \$40 | \$15.00 |
| Reconnect Charge - Nonpayment | \$15 | N/A | \$15 | \$15 | \$15 | \$40 | \$15.00 |
| Reconnect Charge - Before 8am & after 5PM, Saturdays/Sundays, or less than 24 hours in advance | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Returned Check Charge | \$20 | N/A | \$25 | \$25 | \$25 | \$25 | \$20.00 |
| Disconnection Charge | N/A | N/A | \$10 | \$10 | \$10 | \$40 | \$10.00 |
| Construction Inspection Fees | N/A | N/A | \$250 | \$250 | \$250 | N/A | N/A |
| Construction Reinspection Fee | N/A | N/A | \$50 | \$50 | \$50 | N/A | N/A |
| STEP System Installation | N/A | N/A | N/A | N/A | N/A | \$6,000 | N/A |
| Tap Fee | N/A | N/A | \$10,000 | \$10,000 | \$10,000 | \$3,750/lot | N/A |
| Access Fee | N/A | N/A | N/A | N/A | N/A | \$120/yr | N/A |
| Security Deposit | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Monthly Recurring Charge - Pre Acquisition Commercial | | | | | | | |
| Minimum Charge - Water | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Usage Rate - Water | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Minimum Charge - Sewer | N/A | N/A | \$37.00 | \$37.00 | \$37.00 | \$68.37 | Calculated on an Individual Cost Based on Expected Design Flow |
| Usage Rate - Sewer | N/A | N/A | \$8.75 per 1,000 gal | \$8.75 per 1,000 gal | \$8.75 per 1,000 gal | \$15 per 100 gallons | |
| Usage Rate - Sewer (Tier 2) | N/A | N/A | N/A | N/A | N/A | \$156.79 per 1,000 gal over 1,000 gal | N/A |
| Monthly Recurring Charge - Post Acquisition Commercial | | | | | | | |
| Minimum Charge - Water | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Usage Rate - Water | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Minimum Charge - Sewer | N/A | N/A | \$37.00 | \$37.00 | \$37.00 | \$68.37 | Calculated on an Individual Cost Based on Expected Design Flow |
| Usage Rate - Sewer | N/A | N/A | \$8.75 per 1,000 gal | \$8.75 per 1,000 gal | \$8.75 per 1,000 gal | \$15 per 100 gallons | |
| Usage Rate - Sewer (Tier 2) | N/A | N/A | N/A | N/A | N/A | \$156.79 per 1,000 gal over 1,000 gal | N/A |
| Non-Recurring Charges - Pre Acquisition Commercial | | | | | | | |
| Service Connection Charge | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Late Fee | N/A | N/A | 5% | 5% | 5% | N/A | 5% |
| Reconnect Charge - Seasonal | N/A | N/A | \$15 | \$15 | \$15 | N/A | \$15.00 |
| Reconnect Charge - Nonpayment | N/A | N/A | \$15 | \$15 | \$15 | N/A | \$15.00 |
| Returned Check Charge | N/A | N/A | \$25 | \$25 | \$25 | N/A | \$20.00 |
| Disconnection Charge | N/A | N/A | \$10 | \$10 | \$10 | N/A | \$10.00 |
| Construction Inspection Fees | N/A | N/A | \$250 | \$250 | \$250 | N/A | N/A |
| Construction Reinspection Fee | N/A | N/A | \$50 | \$50 | \$50 | N/A | N/A |
| Tap Fee | N/A | N/A | \$10,000 | \$10,000 | \$10,000 | N/A | N/A |
| STEP System Installation | N/A | N/A | N/A | N/A | N/A | Calculated on an Individual Cost | N/A |
| Financial Security Surcharge | N/A | N/A | N/A | N/A | N/A | N/A | \$2.87 per month |
| Non-Recurring Charges - Post Acquisition Commercial | | | | | | | |
| Service Connection Charge | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Late Fee | N/A | N/A | 5% | 5% | 5% | N/A | 5% |
| Reconnect Charge - Seasonal | N/A | N/A | \$15 | \$15 | \$15 | N/A | \$15.00 |
| Reconnect Charge - Nonpayment | N/A | N/A | \$15 | \$15 | \$15 | N/A | \$15.00 |
| Returned Check Charge | N/A | N/A | \$25 | \$25 | \$25 | N/A | \$20.00 |
| Disconnection Charge | N/A | N/A | \$10 | \$10 | \$10 | N/A | \$10.00 |
| Construction Inspection Fees | N/A | N/A | \$250 | \$250 | \$250 | N/A | N/A |
| Construction Reinspection Fee | N/A | N/A | \$50 | \$50 | \$50 | N/A | N/A |
| Tap Fee | N/A | N/A | \$10,000 | \$10,000 | \$10,000 | N/A | N/A |
| STEP System Installation | N/A | N/A | N/A | N/A | N/A | Calculated on an Individual Cost | N/A |
| Financial Security Surcharge | N/A | N/A | N/A | N/A | N/A | N/A | \$2.87 per month |

PRE-FILED SUPPLEMENTAL DIRECT TESTIMONY

OF JOSIAH COX

LIMESTONE WATER UTILITY OPERATING COMPANY, LLC

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Josiah Cox. My business address is 1630 Des Peres Road, Suite 140, St.
3 Louis Missouri, 63131.

4 **Q. WHAT IS YOUR POSITION WITH LIMESTONE WATER UTILITY**
5 **OPERATING COMPANY, LLC (“LIMESTONE” OR “COMPANY”)?**

6 A. I am President of Limestone. I also am President of CSWR, LLC (“CSWR”), a Limestone
7 affiliate. Later in my testimony I will describe CSWR's relationship to Limestone and
8 discuss the role CSWR would play in Limestone's future operations if the Tennessee Public
9 Utility Commission (the “Commission” or “TPUC”) approves the application at issue in
10 this case.

11 **Q. WHAT IS THE PURPOSE OF YOUR PRE-FILED SUPPLEMENTAL DIRECT**
12 **TESTIMONY IN THIS CASE?**

13 A. In support of the Joint Application and the Clarification of Joint Application, the purpose
14 of my supplemental direct testimony is to clarify that Limestone does not intend to charge
15 an escrow fee if the proposed acquisition is approved by the Commission.

16 **Q. SO, LIMESTONE IS NOT PROPOSING TO ADOPT IRM’S EXISTING TARIFF**
17 **RATE STRUCTURE IN THE ENTIRETY?**

18 A. That is correct. Limestone is not proposing to adopt IRM’s existing tariff rate structure in
19 the entirety. Rather, Limestone is proposing to adopt IRM’s existing rate structure with the

1 exception that Limestone does not intend on charge an escrow fee post-acquisition. This is
2 consistent with Limestone's Response to CAD's DR 1-9 in this case.

3 **Q. DOES THIS SUPPLEMENTAL DIRECT TESTIMONY IMPACT YOUR**
4 **PREVIOUSLY SUBMITTED PRE-FILED DIRECT TESTIMONY?**

5 A. Yes. On page 19, ll 8-9, of my pre-filed direct testimony, I testified that "Limestone
6 proposed to adopt the tariffs, rules and rates currently in effect for the System." Pursuant
7 to this supplemental direct testimony, I am hereby clarifying that Limestone is proposing
8 to adopt IRM's existing rate structure with the exception that Limestone does not intend
9 on charging an escrow fee post-acquisition. Currently, IRM charges its customers served
10 by the system that is the subject of this proposed acquisition a \$10.13 escrow fee. If the
11 Commission approves the Joint Application, Limestone will not charge said customers an
12 escrow fee.

13 **Q. IS THE REQUEST SET FORTH IN THE JOINT APPLICATION OR THE RELIEF**
14 **REQUESTED IN THE JOINT APPLICATION MODIFIED BY YOUR**
15 **SUPPLEMENTAL DIRECT TESTIMONY?**

16 A. No.

17 **Q. WHAT DO YOU RECOMMEND WITH REGARD TO THIS PETITION?**

18 A. Consistent with the public interest, I recommend that the Joint Application be approved.

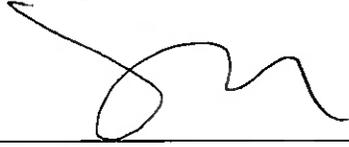
19 **Q. DOES THIS CONCLUDE YOUR PRE-FILED SUPPLEMENTAL DIRECT**
20 **TESTIMONY?**

21 A. Yes.

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Josiah Cox, being by me first duly sworn deposed and said that:

He is appearing as a witness on behalf of Limestone Water Utility Operating Company, LLC before the Tennessee Public Utility Commission, and if present before the Commission and duly sworn, his testimony would be as set forth in his pre-filed testimony in this matter.

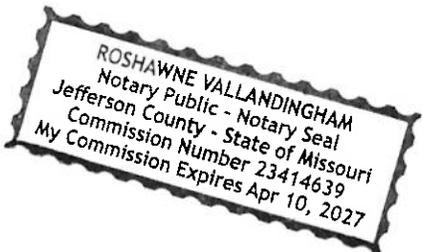


JOSIAH COX

Sworn to and subscribed before me
this 5th day of December, 2023.

Roshawne Vallandingham
Notary Public

My Commission Expires: 04-10-2027



CERTIFICATE OF SERVICE

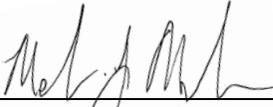
I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

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This the 5th day of December 2023.



Melvin J. Malone