



July 22, 2024

VIA ELECTRONIC FILING

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David Foster, Director
Utilities Division
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
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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. in Decatur County, Tennessee and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00037***

Dear Mr. Foster:

On July 15, 2024, the Administrative Judge held a conference call with the parties in this matter to discuss the IRM Revised Stipulation and Settlement Agreement ("Revised Settlement") filed on June 28, 2024. Specifically, the Administrative Judge posed a question regarding the change made to Paragraph 13 of the Revised Settlement and the removal of language referring to Limestone's recovery of only 50% of the legal expenses paid to local counsel for the representation of the Buyer or Seller in this matter. The Administrative Judge advised that a letter be filed explaining the change and requesting that the Commission consider this modification in the Revised Settlement at the next scheduled conference.

During negotiation of the Revised Settlement, Limestone discovered that this language had been inadvertently included in the original IRM Stipulation and Settlement Agreement filed on February 14, 2024. Limestone had agreed to that language in prior settlement agreements wherein Limestone's local counsel represented both the Buyer and Seller in those specific dockets (e.g., DSH, Docket No. 23-00016). The purpose of the language is to ensure that Limestone, in its initial rate case including that specific system, was able to ask for up to, but not more than, 50% of regulatory related legal costs for each party that it represented. Since IRM was represented by its own counsel in Docket No. 23-00037, that language was not only unnecessary, but irrelevant.

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Mr. David Foster

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We hereby offer this explanation for the change in the Revised Settlement and request that the Hearing Panel consider this modification under Docket 23-00037 at the next scheduled Commission conference.

Please do not hesitate to contact me should any questions arise.

Yours truly,

Butler Snow LLP



Katherine B. Barnes

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Shilina B. Brown, Consumer Advocate Division
Victoria B. Glover, Consumer Advocate Divisions