

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

September 29, 2025

IN RE:

**JOINT APPLICATION OF LIMESTONE WATER
UTILITY OPERATING COMPANY, LLC, SUNSET COVE
CONDOMINIUM HOA OF NORRIS LAKE, INC., AND
COMMERCIAL BANK FOR APPROVAL OF THE
ACQUISITION OF AND TO OPERATE THE
WASTEWATER SYSTEM OF SUNSET COVE
CONDOMINIUM HOA OF NORRIS LAKE, INC. AND
COMMERCIAL BANK, AND TO ISSUE A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY**

**DOCKET NO.
23-00070**

**ORDER APPROVING SETTLEMENT AGREEMENT, TRANSFER OF SYSTEM, AND
CERTIFICATE OF CONVENIENCE AND NECESSITY**

This matter came before Vice Chairman John Hie, Commissioner Herbert H. Hilliard, Commissioner Clay R. Good, Commissioner Kenneth C. Hill, and Commissioner David Crowell of the Tennessee Public Utility Commission (the “Commission” or “TPUC”), the voting panel assigned to this docket, during a regularly scheduled Commission Conference held on August 18, 2025. The panel convened to consider the *Stipulation and Settlement Agreement* (“*Settlement Agreement*”) filed by the Consumer Advocate Division of the Office of the Tennessee Attorney General (“Consumer Advocate”), Limestone Water Utility Operating Company, LLC (“Limestone” or “Buyer”), Sunset Cove Condominium HOA of Norris Lake, Inc. (“Sunset Cove” or “HOA”), and Commercial Bank (“Commercial Bank”) (Sunset Cove and Commercial Bank may be referred to collectively as “Sellers”). The *Settlement Agreement* purports to resolve issues relative to the *Joint Application of Limestone Water Utility Operating Company, LLC, Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank for Approval of the Acquisition of*

and to Operate the Wastewater System of Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank, and to Issue a Certificate of Public Convenience and Necessity (“*Joint Petition*”). In the *Joint Petition*, Limestone seeks Commission authority to purchase and transfer to Limestone all assets, property, and real estate currently used to provide wastewater service to customers of the wastewater system currently owned and operated by Sunset Cove and Commercial Bank in Union County, Tennessee. In addition, Limestone requests that the Commission grant a Certificate of Public Convenience and Necessity (“CCN”) to Limestone in accordance with Tenn. Code Ann. § 65-4-201.

I. BACKGROUND AND APPLICATION

A. THE PARTIES

Sunset Cove is a Tennessee nonprofit corporation with its principal office and place of business at 200 Sunset Coves Drive, Maynardville, Tennessee 37807. In accordance with Tenn. Code Ann. § 65-4-101(6)(B), Sunset Cove provides wastewater service to 12 condominium connections within the Sunset Cove development in Union County, Tennessee.¹

Commercial Bank is a Tennessee banking corporation with a principal office and place of business at 6710 Cumberland Gap Parkway, Harrogate, Tennessee 37752. Commercial Bank foreclosed on the existing condominium units when the original developer of the property filed for bankruptcy. As a result, Commercial Bank has an interest in the wastewater system.²

The wastewater system is operated by Sunset Cove. However, both Sunset Cove and Commercial Bank have joined in the *Joint Petition* as Sellers of the wastewater system to ensure that all interests in the wastewater system are appropriately transferred in this acquisition.³

¹ *Joint Petition*, p. 4 (September 15, 2023).

² *Id.* at 1, 4.

³ *Id.*

Limestone is a Tennessee limited liability company currently providing service to approximately 455 water and 1,900 wastewater connections throughout Tennessee.⁴ Limestone Water Utility Holding Company, LLC (“LWUHC”) is the sole member of Limestone, with Josiah Cox being the sole officer. Limestone and LWUHC are members of affiliated companies that own and operate water or wastewater systems in Arizona, Arkansas, Florida, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas, serving approximately 141,000 connections.⁵ Central States Water Resources, LLC (“CSWR”) is the only affiliate with employees and provides technical, managerial, and financial services to Limestone. CSWR also provides equity capital used to acquire the assets, to fund initial capital upgrades and improvements, and to access necessary working capital.⁶

B. THE TRANSACTION

The *Joint Petition* states that the Sellers, “have determined that it is in the best interests of both entities and the customers served by the System to sell the System to a qualified operator.”⁷ As a result of that determination, Sunset Cove, Commercial Bank, and CSWR entered into an Agreement for Sale of Utility System dated September 22, 2022 (“Sale Agreement”), provided as Exhibit 7 to the *Joint Petition*.⁸ The Sale Agreement establishes the specific terms for Sunset Cove and Commercial Bank to sell all assets used for the provision of wastewater services to the Sunset Cove HOA in Union County, Tennessee, to CSWR. The sale includes transfer of wastewater service facilities and equipment, inventory, merchandise, supplies, real estate – inclusive of

⁴ *Id.* at 4-5. Since the filing of the *Joint Petition*, the number of Limestone customers has increased to 573 water connections served by two systems and 1,914 sewer connections served by eight systems in Tennessee. *See In re: Petition of Limestone Water Utility Operating Company, LLC to Increase Charges, Fees and Rates and for Approval of a General Rate Increase and Consolidated Rates*, Docket No. 24-00044, *Order Setting Utility Rates* (July 10, 2025) (“*Rate Case Order*”).

⁵ *Id.* at 5.

⁶ *Id.* at 6.

⁷ *Id.*

⁸ *Id.* at Ex. 7.

facilities and easements, or any other assets not described, which are used or useful for providing wastewater service to the customers in Union County.⁹ The Sellers will not retain any wastewater or other rights related to the wastewater system.¹⁰ The Sale Agreement provides that CSWR may assign its rights to an affiliated entity.¹¹ In accordance with that provision, CSWR has executed an Assignment of Rights, transferring at closing all rights to Limestone.¹²

Josiah Cox, President of CSWR and President of Limestone, testified in Pre-Filed Testimony that the system to be acquired consists of two septic tanks at the condo buildings that collect and convey wastewater to the plant.¹³ Mr. Cox stated that recent inspections of the Sunset Cove system show most components to be in good condition, although the Tennessee Department of Environment and Conservation (“TDEC”) noted that the configuration of the septic tanks at the condos does not match the system’s design. The system was formerly regulated by TDEC under a non-discharging permit, SOP-12011. However, the permit expired on December 31, 2013, and has not been renewed due to the bankruptcy and subsequent foreclosure.¹⁴

In addition, Mr. Cox detailed additional needed repairs and upgrades that are necessary to ensure that the system can provide safe, reliable, and environmentally compliant service. These repairs and upgrades include: installation of remote monitoring; installation of fencing and a gate to secure the plant and septic tank sites; cleaning of the septic tanks, recirculation tank, and filter fabric media to ensure the plant can operate properly at full capacity; installation of activated carbon vent filters on all vents at the treatment plant; and, purchasing of backup UV bulbs for the disinfection system.¹⁵ Limestone provided an anticipated capital budget of \$205,000 to be spent

⁹ *Id.* at Ex. 7, pp. 1-2.

¹⁰ *Id.* at 7.

¹¹ *Id.* at Ex. 7, p. 6.

¹² *Id.* at Ex. 8.

¹³ *Id.* at Ex. 9, Josiah Cox, Pre-Filed Direct Testimony, pp. 15-16.

¹⁴ *Id.* at Ex. 9, p. 16.

¹⁵ *Id.* at Ex. 9, pp. 16-17.

across a three-year period to bring the Sunset Cove wastewater system into compliance with health and safety regulations and CSWR and Limestone standards.¹⁶

Limestone proposed to adopt the rates charged in its DSH service area,¹⁷ which is a flat rate of \$30.73 per monthly bill issued. Limestone reiterated this rate and clarified that the Company does not intend to charge an escrow fee or a bonding charge in a supplemental filing.¹⁸

In the *Joint Petition*, Limestone stated that it has the technical, managerial, and financial expertise necessary to provide utility services to Sunset Cove customers, and included descriptions and documents related to its technical qualifications, financial capabilities, and managerial qualifications.¹⁹ Further, Limestone stated that the transfer and acquisition of the Sunset Cove wastewater system is in the public interest and in the best interest of Sunset Cove wastewater system customers because Limestone will meet the service standards required by the Commission and its provision of services will not adversely affect the availability of affordable utility service or the public interest.²⁰

C. TRAVEL OF THE CASE

The Consumer Advocate petitioned to intervene on October 17, 2023.²¹ The Administrative Judge granted the Consumer Advocate's intervention on November 2, 2023.²² The Administrative Judge established a procedural schedule²³ and the Parties participated in discovery and filed Pre-Filed Testimony in accordance with the schedule.

¹⁶ *Id.* at App. A, p. 8 and Ex. 24.

¹⁷ The rates in effect prior to the issuance of the *Rate Case Order*.

¹⁸ *Amended and Clarified Joint Application of Limestone Water Utility Operating Company, LLC, Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank for Approval of the Acquisition of and to Operate the Wastewater System of Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank, and to Issue a Certificate of Public Convenience and Necessity*, p. 2, Supp. Ex. 13, Supp. Ex. 9, Supp. Ex. 21, and Supp. Ex. 31 (December 21, 2023).

¹⁹ *Joint Petition*, pp. 8-10, Confidential Ex. 10, Ex. 11, and Ex. 12 (September 15, 2023).

²⁰ *Id.* at 13-14.

²¹ *Petition to Intervene* (October 17, 2023).

²² *Order Granting the Petition to Intervene Filed by the Consumer Advocate* (November 2, 2023).

²³ *Order Establishing Procedural Schedule* (November 20, 2023).

This matter was noticed for hearing on May 20, 2024; however, the hearing was postponed at the request of the Parties to continue ongoing negotiations in an effort to reach a settlement agreement.²⁴ The Parties were not able to complete negotiations before the June 2024 target date, but continued to provide updates on their progress.²⁵ The Parties filed the *Settlement Agreement* on June 16, 2025.

II. THE PROPOSED SETTLEMENT AGREEMENT

The *Settlement Agreement* filed jointly by the Parties on June 16, 2025, establishes the terms and conditions to effectuate the sale and transfer of the Sunset Cove system to Limestone. Upon approval of the *Settlement Agreement*, all contested issues related to this docket would be resolved.²⁶ The terms and conditions of the *Settlement Agreement* are summarized as follows:

1. Limestone shall adopt the proposed monthly customer charge of \$30.73 per month to the Sunset Cove Homeowner's Association.²⁷
2. Limestone does not request to charge an escrow fee.²⁸
3. Limestone will adopt Limestone's existing depreciation rates for the Sunset Cove system. However, acceptance of the existing depreciation rates is not evidence of reasonableness of such rates in a future rate proceeding.²⁹

²⁴ See *Notice of Hearing* (May 10, 2023); *Order Granting Request to Move Docket to the June Commission Conference Agenda* (May 13, 2024); and *Notice of Removal of Agenda Item Scheduled for May 2024 Commission Conference* (May 13, 2024).

²⁵ See Letter to Monica Smith-Ashford, Hearing Officer from Victoria B. Glover, Consumer Advocate Re: Status Update (July 19, 2024); Letter to Monica Smith-Ashford, Hearing Officer from Katherine B. Barnes, Butler Snow LLP Re: Settlement Agreement Status Update (August 19, 2024); Letter to Monica Smith-Ashford, Hearing Officer from Katherine B. Barnes, Butler Snow LLP Re: Settlement Agreement Status Update (October 10, 2024); Letter to Monica Smith-Ashford, Hearing Officer from Katherine B. Barnes, Butler Snow LLP Re: Settlement Agreement Status Update (November 12, 2024); Letter to Monica Smith-Ashford, Hearing Officer from Katherine B. Barnes, Butler Snow LLP Re: Settlement Agreement Status Update (December 12, 2024); and Letter to Monica Smith-Ashford, Hearing Officer from Melvin J. Malone, Butler Snow LLP Re: Settlement Agreement Status Update (August 19, 2024) (May 15, 2025).

²⁶ *Settlement Agreement* (June 16, 2025).

²⁷ *Id.* at 3.

²⁸ *Id.*

²⁹ *Id.* at 5.

4. Limestone is not requesting an acquisition premium, nor is the Commission being asked to approve any acquisition adjustment related to this transaction. In Limestone's future rate case that includes the Sunset Cove system, Limestone shall be allowed to present evidence and argument concerning an acquisition adjustment. The Consumer Advocate or other interested parties may oppose such values or present their own evidence and argument concerning the value of such assets.³⁰
5. Limestone shall establish a distinct subaccount within Account 121 – Nonutility Property to record the regulatory and transaction costs associated with this transaction. The subaccount shall be unique to this transaction and not be mingled with costs from other similar transactions.³¹
6. During a future rate case involving the Sunset Cove system, Limestone shall be permitted to present evidence to establish and include in rate base amounts incurred for regulatory and other transaction-related costs, limited to such costs incurred in this proceeding. The Consumer Advocate or other interested parties may oppose such values or present their own evidence and argument concerning the proper amounts of these costs to be recovered in rates.³²
7. The Parties agree that a determination of recoverable regulatory and transaction costs related to the subject acquisition will be deferred to Limestone's next rate case which will involve these costs. Limestone will provide available detailed information about all activities charged for the land transaction portion of these costs. The bills included shall explain the activity (land valuation, accounting, engineering, etc.). Limestone shall maintain billing records for both fees associated

³⁰ *Id.* at 4.

³¹ *Id.* at 3.

³² *Id.* at 4.

with the transaction and fees associated with payment for assets and provide detailed information separating these fees. The Consumer Advocate and other interested parties may present independent evidence and argument concerning the proper amounts to be recovered in rates.³³

8. Limestone will file within 30 days of closing the amount of legal costs, separated by each represented Party, incurred for this matter.³⁴
9. Limestone will obtain and file all relevant accounting records for Sunset Cove and agrees to other accounting requirements that are substantially the same as the requirements Limestone has previously agreed to in other recent acquisition dockets approved by the Commission.³⁵
10. The Parties have acknowledged that a portion of the wastewater system is located on real property, which may be common elements of the Sunset Cove condominium regime. Therefore, Commercial Bank will convey the premises, by a quitclaim deed and without warranty. Sunset Cove will grant Limestone an easement for any portion of the general common elements for ingress and egress for installation, repairs, and maintenance of all wastewater facilities.³⁶
11. Limestone will file and obtain all of the deeds, easements, bonding requirements, financial securities, contracts, and other documentation as a condition of settlement. These documents are substantially the same as other required filings that Limestone has agreed to provide in other recent acquisition dockets approved by the Commission.³⁷

³³ *Id.*

³⁴ *Id.*

³⁵ *Id.* at 5-7.

³⁶ *Id.* at 3.

³⁷ *Id.* at 7.

12. The Parties have agreed to various standard disclaimers and procedural agreements that are substantially the same as the provisions agreed upon in other recent acquisition dockets approved by the Commission.³⁸

III. HEARING ON THE MERITS

A hearing in this matter was held before the panel of Commissioners during the regularly scheduled Commission Conference on August 18, 2025, as noticed by the Commission on August 8, 2025. Participating in the Hearing were the following parties and their respective counsel:

Limestone Water Utility Operating Company, LLC – **Melvin J. Malone, Esq.**, Butler Snow, LLP, 150 3rd Avenue South, Suite 1600, Nashville, Tennessee 37201; and **Josiah Cox**, President, CSWR and Limestone.

Sunset Cove Condominium HOA of Norris Lake, Inc. – **Erik C. Lybeck, Esq.**, Sims|Funk, PLC, 2103 West End Ave., Suite 1100, Nashville, TN 37203.

Commercial Bank – **Gregory C. Logue, Esq.**, Woold, McClane, Bright, Allen & Carpenter, PLLC, P.O. Box 900, Knoxville, TN 37901.

Consumer Advocate Division of the Office of the Tennessee Attorney General – **Shilina B. Brown, Esq.**, and **Clark Kaml**, Financial Analyst, Office of the Tennessee Attorney General, Consumer Advocate Division, P.O. Box 20207, Nashville, Tennessee 37202.

During the Hearing, Mr. Cox gave a brief overview of the case, summarized his Pre-Filed Testimony, and presented a summary of the *Settlement Agreement*. Mr. Cox was subject to questions from the panel and Commission Staff. The Commission opened the floor for public comment on the *Joint Petition*, but no person came forward to comment.

IV. STANDARD OF REVIEW

The Commission has “general supervisory and regulatory power, jurisdiction, and control over all public utilities, and also over their property, property rights, facilities, and franchises, so far as may be necessary for the purpose of carrying out the provisions of this chapter.”³⁹ The

³⁸ *Id.* at 8-11.

³⁹ Tenn. Code Ann. § 65-4-104(a) (2022).

Tennessee Supreme Court has interpreted the supervisory and regulatory powers of the Commission as “practically plenary authority over the utilities within its jurisdiction.” *BellSouth Adver. & Publ’g Corp. v Tenn. Reg. Auth.*, 79 S.W.3d 506, 512-513 (Tenn. 2002).

In performing its duties concerning issues before the Commission in the current docket, several statutory provisions must be considered. First, Tenn. Code Ann. § 65-4-113(a) provides:

No public utility, as defined in § 65-4-101, shall transfer all or any part of its authority to provide utility services, derived from its certificate of public convenience and necessity issued by the commission, to any individual, partnership, corporation, or other entity without first obtaining the approval of the commission.⁴⁰

When considering a transfer of authority to provide utility services, the Commission must consider all relevant factors, “including, but not limited to, the suitability, the financial responsibility, and capability of the proposed transferee to perform efficiently the utility services to be transferred and the benefit to the consuming public to be gained from the transfer.” Upon a finding that the transfer furthers the public interest, the Commission shall approve the transfer.⁴¹ After the Commission approves the transfer, the transferee is granted full authority to provide the transferred utility services while the transferor no longer has authority to provide transferred services.⁴²

In addition, the Commission must consider whether to grant Limestone a CCN to provide wastewater services. A public utility is not permitted to begin construction or operation of a new utility service without first obtaining a CCN from the Commission, as set forth in Tenn. Code Ann. § 65-4-201(a), which states:

⁴⁰ Tenn. Code Ann. § 65-4-113(a) (2022).

⁴¹ Tenn. Code Ann. § 65-4-113(b) (2022).

⁴² Tenn. Code Ann. § 65-4-113(c) (2022).

No public utility shall establish or begin the construction of, or operate any line, plant, or system, or route in or into a municipality or other territory already receiving a like service from another public utility, or establish service therein, without first having obtained from the commission, after written application and hearing, a certificate that the present or future public convenience and necessity require or will require such construction, establishment, and operation, and no person or corporation not at the time a public utility shall commence the construction of any plant, line, system, or route to be operated as a public utility, or the operation of which would constitute the same, or the owner or operator thereof, a public utility as defined by law, without having first obtained, in like manner, a similar certificate; provided, however, that this section shall not be construed to require any public utility to obtain a certificate for an extension in or about a municipality or territory where it shall theretofore have lawfully commenced operations, or for an extension into territory, whether within or without a municipality, contiguous to its route, plant, line, or system, and not theretofore receiving service of a like character from another public utility, or for substitute or additional facilities in or to territory already served by it.⁴³

Additionally, in order to obtain a CCN to provide wastewater service, TPUC Rule 1220-04-13-.17 (1) provides:

Any public wastewater utility requesting a Certificate of Public Convenience and Necessity (“CCN”) in accordance with Tenn. Code Ann. §§ 65-4-201, et seq., shall file an application that complies with Rule 1220-01-01-.03 and this rule. Each applicant shall demonstrate to the Commission that it possesses sufficient managerial, financial, and technical capabilities to provide the wastewater services for which it has applied. Each application shall demonstrate that there exists a public need for wastewater service and include the required financial security consistent with Tenn. Code Ann. § 65-4-201, and these rules.⁴⁴

The rule further establishes minimum information filing guidelines for applications for new or amended CCNs.⁴⁵

V. FINDINGS AND CONCLUSIONS

The panel found that the terms of the *Settlement Agreement* are fair and reasonable, allowing the parties to avoid the time and cost associated with the extensive litigation associated

⁴³ Tenn. Code Ann. § 65-4-109 (2022).

⁴⁴ Tenn. Comp. R. & Regs. 1220-04-13-.17.

⁴⁵ *Id.*

with this type of matter. In addition, the panel found that settlement of this matter is in the public interest as it offers potential savings in the legal expenses of the wastewater system. In addition, as Sunset Cove avers that it no longer desires to continue operating the Sunset Cove wastewater system, the *Settlement Agreement* permits the transfer of the ownership and operation of the wastewater system to an operator of public utilities that is well equipped with the financial, technical, and managerial capabilities to successfully operate and enhance the system as it requires maintenance, repairs, upgrades, and replacements. The level of commitment to operations and capital investments from Limestone will benefit the ratepayers.

The panel further found that the *Settlement Agreement* includes terms that prescribe accounting treatment related to the acquisition and requirements that Limestone provide certain documents to the Commission. In addition, the panel found that the provisions to adopt the monthly customer charge of \$30.73 per month and to not collect an escrow fee to be reasonable. Further, the accounting provisions are reasonable and consistent with approved accounting methodologies for other utilities. The documentation provisions are reasonable and consistent with the type of documentation generally submitted to the Commission to support approval requests for utility acquisitions and CCNs.

The panel also noted that Limestone is not requesting that the Commission approve an acquisition adjustment or the recovery of any legal, regulatory, or transaction costs related to this proceeding, but has deferred such consideration to a subsequent docket with each party retaining the right to present their own evidence and argument on these issues. The panel found that the *Joint Petition* complies with the requirements established in Tenn. Code Ann. § 65-4-113 relative to petitions for approval for transfer of authority to provide utility service and Commission Rule 1220-04-14 relating to utility acquisitions. Therefore, the panel voted unanimously to approve the terms of the *Settlement Agreement* transferring the assets of Sunset Cove and Commercial Bank

providing wastewater service to Sunset Cove, including its service area, to Limestone by an assignment from CSWR.

The panel noted that the *Settlement Agreement* recognizes that the Commission must approve a CCN for Limestone to assume operation of the Sunset Cove wastewater treatment system requested in the *Joint Application*. The Commission found that Limestone has demonstrated sufficient financial, managerial, and technical expertise to operate the Union County wastewater system at issue. Specifically, LWUHC is the sole member of Limestone. In addition, Limestone is part of a group of affiliated companies that own and operate water and wastewater systems in Arizona, Arkansas, Kentucky, Louisiana, Florida, Mississippi, Missouri, North Carolina, South Carolina, and Texas in addition to Tennessee. One of the affiliates, CSWR, provides the financial, technical, and managerial expertise to Limestone and the other affiliates within the group. CSWR will manage Limestone and the wastewater system at issue.

Josiah Cox, President of Limestone and of CSWR, attests that Limestone possesses the necessary technical, managerial, and financial capabilities to provide wastewater service to the Sunset Cove wastewater system to be transferred.⁴⁶ Mr. Cox states that the companies in the affiliated group, of which Limestone is a member, have acquired and are currently operating wastewater systems serving more than 200,000 customers and drinking water systems serving more than 127,000 in 11 states.⁴⁷ He also testifies that the affiliated group has secured an ongoing commitment from a Wall Street private equity firm to provide capital necessary to purchase small and/or distressed water and wastewater systems and bring them into compliance with applicable health, safety, and environmental laws and regulations.⁴⁸

⁴⁶ *Joint Application*, Ex. 9, Josiah Cox, Pre-Filed Direct Testimony, pp. 6-14 (September 15, 2023).

⁴⁷ *Id.* at Ex. 9, pp. 7-8.

⁴⁸ *Id.* at Ex. 9, p. 12.

Limestone provided evidence of employees' credentials and company responsibilities. Mr. Cox has an education in environmental science and has work experience in engineering, business, and utility operations.⁴⁹ In addition, the *Joint Petition* includes resumes that demonstrate the education and experience of key members of CSWR's senior team who will be involved in Tennessee operations.⁵⁰

The panel found that the evidence in the record demonstrates that Limestone, through CSWR and the group of affiliated companies, possesses the requisite financial, managerial, and technical abilities to operate the Sunset Cove wastewater facility in Union County. Therefore, the panel voted unanimously to grant Limestone's request for a CCN to operate the Sunset Cove wastewater system.

IT IS THEREFORE ORDERED THAT:

1. The *Stipulation and Settlement Agreement* executed and submitted by the Consumer Advocate Division of the Office of the Tennessee Attorney General; Limestone Water Utility Operating Company, LLC; Sunset Cove Condominium HOA of Norris Lake, Inc., and Commercial Bank on June 16, 2025, is approved. A copy of the *Stipulation and Settlement Agreement* is attached to this Order as Exhibit 1 and is incorporated in this Order as if fully rewritten herein.

2. Limestone Water Utility Operating Company, LLC shall file a report in this docket demonstrating compliance with the provisions of Paragraphs 5, 6, 8, 12, 14, 15, and 20 through 27 of the *Stipulation and Settlement Agreement*. If the compliance report is not filed within six months of the date of this Order, Limestone Water Utility Operating Company, LLC shall file a report on the status of compliance with each of the referenced provisions of the *Stipulation and Settlement*

⁴⁹ *Id.* at 8-10.

⁵⁰ *Id.* at Ex. 12.

Agreement. Limestone Water Utility Operating Company, LLC shall file an updated compliance report every three months until full compliance is reported in this docket.

3. Any person aggrieved by the Commission's decision in this matter may file a Petition for Reconsideration with the Commission within 15 days from the date of this Order.

4. Any person aggrieved by the Commission's decision in this matter has the right to judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty days from the date of this Order.

FOR THE TENNESSEE PUBLIC UTILITY COMMISSION:

Vice Chairman John Hie,

Commissioner Herbert H. Hilliard,

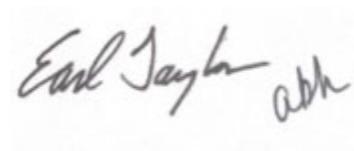
Commissioner Clay R. Good,

Commissioner Kenneth C. Hill, and

Commissioner David Crowell concurred.

None dissented.

ATTEST:



Earl R. Taylor, Executive Director