

December 21, 2023

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket Room
on December 21, 2023 at 1:36 p.m.

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

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, TPUC Docket No. 23-00070*

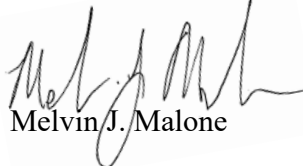
Dear Chairman Hilliard:

Attached for filing please find the *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* in the above-referenced docket.

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

clw

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Eddie Castles, Sunset Cove Condo HOA of Norris Lake, Inc.
Adam Robertson, Commercial Bank
Gregory Logue, Commercial Bank
Shilina B. Brown, Consumer Advocate Division
Victoria B. Glover, Consumer Advocate Division

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

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)	DOCKET NO. 23-00070
SYSTEM OF SUNSET COVE)	
CONDOMINIUM HOA OF NORRIS LAKE,)	
INC. AND COMMERCIAL BANK AND TO)	
ISSUE A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	

**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**

On September 15, 2023, and pursuant to Tenn. Code Ann. §§ 65-4-104 and 65-4-201, and the rules of the Tennessee Public Utility Commission (“TPUC” or “Commission”), Limestone Water Utility Operating Company, LLC (“Limestone”), Sunset Cove Condominium HOA of Norris Lake, Inc. (“Sunset Cove”) and Commercial Bank, 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 Sunset Cove and Commercial Bank (jointly the “Seller”) and used to provide wastewater service to customers in Union County, Tennessee (the “System”). Limestone, Sunset Cove and Commercial Bank (the “Applicants”) further requested the Commission to grant Limestone a Certificate of Convenience and Necessity (“CCN”), with its accompanying privilege and franchise,

pursuant to Tenn. Code Ann. §§ 65-4-201 and 65-4-107. The purpose of this Amended and Clarified Joint Application is to amend the Joint Application to provide that the proposed customer post-acquisition will be the Sunset Cove HOA, as well to clarify that Limestone proposes to adopt the rates that are the subject of Limestone's pending Joint Application in TPUC Docket No. 23-00016 (DSH), except that Limestone does not intend to charge an escrow fee or a bonding charge. Limestone intends to charge DSH's Standard Base Rate of \$30.73 per condominium.

Consistent with this Amended and Clarified of Joint Application, the Applicants submit the following:

I. RATES DESIGN AND OTHER PROPOSALS AND COMMITMENTS

In the Joint Application, under Section VI RATES DESIGN AND OTHER PROPOSALS AND COMMITMENTS, page 11, the Applicants stated that "Limestone proposes to charge the rates that are the subject of Limestone's pending Joint Application in TPUC Docket No. 23-00016 (DSH)." DSH's existing tariff contains an escrow charge and a bonding charge. Consistent with its intent, Limestone herein clarifies that it proposes to adopt the rate structure of DSH's existing tariff, except that Limestone does not intend to charge an escrow fee or a bonding charge. Limestone intends to charge DSH's Standard Base Rate of \$30.73. Further, Limestone is submitting a **Supplemental Exhibit 13** (Draft Customer Notification Letter), which also clarifies that Limestone does not intend to charge an escrow fee or a bonding charge.

Also in the Joint Application, under Section VI RATES DESIGN AND OTHER PROPOSALS AND COMMITMENTS, page 11, including footnote 7, the Applicants outline the anticipated course of dealings and relationship among Sunset Cove HOA, Limestone and the individual condominium owners. To the extent it is communicated otherwise, directly or indirectly,

on page 11 of the Joint Application, the Applicants hereby amend the Joint Application to provide that post-acquisition Sunset Cove HOA will be Limestone's customer.

The following attached exhibits are hereby updated and revised to reflect the above-noted amendments and/or clarifications: **Supplemental Exhibit 13, Supplemental Exhibit 9, Supplemental Exhibit 21, and Supplemental Exhibit 31.**

II. CONCLUSION

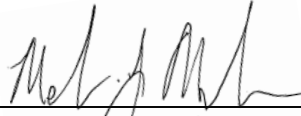
For the foregoing reasons, and as set forth in the Joint Application and supporting documentation, as amended and clarified, the Applicants continue to believe that it is in the best interests of the System's customers for Limestone to acquire the System with the result that Limestone will be the exclusive 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, the Applicants requests 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 Sunset Cove and Commercial Bank to sell and transfer to Limestone all assets used to provide wastewater utility services to customers currently served by Seller in Union County, Tennessee;
3. Authorizing appropriate accounting and rate base treatment; and

4. Providing such other relief as the Commission believes is necessary and appropriate under the circumstances.

Respectfully submitted,



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Butler Snow LLP
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Nashville, TN 37201
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MBE #40747
Central States Water Resources, Inc.
1630 Des Peres Road, Suite 140
Des Peres, MO 63131
dwoodsmall@cswrgroup.com

*Attorneys for Applicant Limestone Water Utility
Operating Company, LLC*

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)(7), page 6, the following language appears:

(7) “If the Commission approves the Joint Application, as set forth in the Pre-filed Direct Testimony, Limestone proposes to charge the rates that are the subject of Limestone’s pending Joint Application in TPUC Docket No. 23-00016.”

Consistent with its intent, Limestone herein clarifies that it proposes to adopt the rate structure of DSH’s existing tariff, except that Limestone does not intend to charge an escrow fee or a bonding charge.

- II.** 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)(7), page 6, the Applicants outline the anticipated course of dealings and relationship among Sunset Cove HOA, Limestone and the individual condominium owners post-acquisition. To the extent the afore-referenced language in the Joint Application Appendix is, directly or indirectly, read or interpreted otherwise, the Applicants hereby amend the Joint Application to provide, or clarifies, that post-acquisition Sunset Cove HOA will be Limestone’s customer.

SUPPLEMENTAL EXHIBIT 9

Pre-Filed Supplemental Direct Testimony of Josiah Cox

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

**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

PRE-FILED SUPPLEMENTAL DIRECT TESTIMONY OF JOSIAH COX

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

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

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

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

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

1 A. In support of the Joint Application and the Amended and Clarified Joint Application, the
2 purpose of my supplemental direct testimony is to clarify that Sunset Cove HOA will be
3 Limestone's customer post-acquisition and to further clarify that Limestone does not intend
4 to charge an escrow fee or a bonding charge if the proposed acquisition is approved by the
5 Commission.

6 **Q. FIRST, IF THE COMMISSION APPROVES THE ACQUISITION, WHO WILL BE**
7 **LIMESTONE'S CUSTOMER POST-ACQUISITION?**

8 A. As set forth in **Supplemental Exhibit 21**, Limestone's proposed tariffs, if the Commission
9 approves the acquisition Limestone's wastewater customer would be Sunset Cove HOA.

10 **Q. IF THE COMMISSION APPROVES THE ACQUISITION, TO WHOM WILL**
11 **LIMESTONE SUBMIT ITS BILLS FOR WASTEWATER SERVICES**
12 **RENDERED?**

13 A. Sunset Cove HOA.

14 **Q. SECOND, LIMESTONE IS NOT PROPOSING TO ADOPT DSH'S EXISTING**
15 **TARIFF RATE STRUCTURE IN THE ENTIRETY?**

16 A. That is correct. Limestone is not proposing to adopt DSH's existing tariff rate structure
17 from Docket No. 23-00016 (DSH) in the entirety. Rather, consistent with **Supplemental**
18 **Exhibit 21**, Limestone is proposing to adopt DSH's rate structure from Docket No. 23-
19 00016, with the exception that Limestone does not intend to charge an escrow fee or a
20 bonding charge post-acquisition. Limestone intends to charge DSH's Standard Base Rate
21 of \$30.73 per condominium.

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

3 A. Yes. On page 18, ll 12-13, of my pre-filed direct testimony, I testified that “Limestone
4 proposed to charge the rates that are the subject of Limestone’s pending Joint Application
5 in TPUC Docket No. 23-00016 (DSH).” I repeat this language and testimony on page 18,
6 ll 20-23. Also on page 19, ll 2-3, I testified that “Limestone proposes to use the same
7 reasonable rates for Sunset Cove as those proposed in Docket No. 23-00016 – a fixed
8 monthly sewer rate of \$43.37.” Pursuant to this supplemental direct testimony, I am hereby
9 clarifying that Limestone is proposing to adopt DSH’s existing rate structure from Docket
10 No. 23-00016, with the exception that Limestone does not intend to charge an escrow fee
11 or a bonding charge post-acquisition. Limestone intends to charge DSH’s Standard Base
12 Rate of \$30.73 per condominium.

13
14 Finally, on page 18, ll 19-20 I testified that “Sunset Cove absorbs the sewer costs
15 for the owners of the condominium[s] served by the System via the homeowners’
16 association dues.” To the extent necessary, I want to clarify here consistent with
17 **Supplemental Exhibit 21**, that post-acquisition Sunset Cove HOA, and not the individual
18 condominium owners, will be Limestone’s customer.

19 **Q. IS THE REQUEST SET FORTH IN THE JOINT APPLICATION OR THE RELIEF**
20 **REQUESTED IN THE JOINT APPLICATION MODIFIED BY YOUR**
21 **SUPPLEMENTAL DIRECT TESTIMONY?**

22 A. No.

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

1 A. Consistent with the public interest, I recommend that the Joint Application, as amended
2 and/or clarified, be approved.

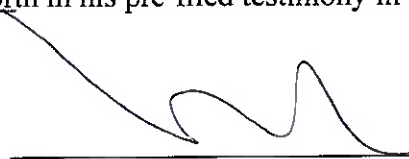
3 **Q. DOES THIS CONCLUDE YOUR PRE-FILED SUPPLEMENTAL DIRECT**
4 **TESTIMONY?**

5 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.

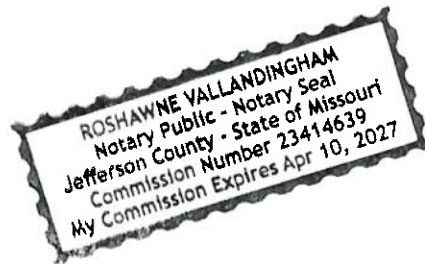


Josiah Cox

Sworn to and subscribed before me
this 21st day of DEC, 2023.

Roshawne Vallandingham
Notary Public

My Commission Expires: 04-10-2027



SUPPLEMENTAL EXHIBIT 13

Draft Customer Notification Letter

Customer Notification Letter Draft

_____, xx, 202____

Dear Current Wastewater/Sewer Customer of Sunset Coves Condominiums HOA,

Limestone Water Utility Operating Company, LLC. (Limestone Water) and DSH & Associates, LLC (DSH) have filed a joint application with the Tennessee Public Utility Commission (TPUC) seeking Commission authorization for DSH to sell to Limestone Water its sewer system assets. DSH is currently serving approximately 1 connection in Union County.

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

- Sunset Coves Condominiums

Limestone Water proposes to adopt the existing rate structure for all customers, except that Limestone does not intend on charging an escrow fee or a bonding charge. Limestone intends to charge DSH's Standard Base Rate of \$30.73 per condominium.

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 should contact the TN 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 23-00070, including in all correspondence. The Commission has set a hearing to consider Limestone Water's proposed acquisition of Sunset Cove on _____, 2024, at the address above. For ease of reference, the Commissioner'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 21

**Limestone Water UOC –
Sunset Cove – Proposed Sewer Tariff**

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
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Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29, or \$10,000.00 whichever is greater.*

SCHEDULE OF RATES & CHARGES HARDEMAN SPRINGS SERVICE TERRITORY

Residential Monthly Wastewater Service:

All Residential Customers	\$55.25
---------------------------	---------

Commercial Monthly Wastewater Service:

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$10,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

**- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)*

** \$14.29 or \$10,000.00, whichever is greater.*

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

Original Sheet # 1-5

Schedule of Rates and Charges
Chapel Woods Service Territory

Residential Monthly Wastewater Service:

All Residential Customers:

\$29 per month

* Indicates new rate or text
+ Indicates change

DATE OF ISSUE _____
Month Day Year

DATE EFFECTIVE _____
Month Day Year

ISSUED BY Josiah Cox President
name of officer title

address

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

Proposed Sheet # 1-7

Schedule of Rates and Charges
Sunset Cove Condominiums
Service Territory

Residential Monthly Wastewater Service:

Sunset Cove Condominium HOA
of Norris Lake, Inc.:

\$30.73 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 # 1-8

**Schedule of Rates and
Charges Cumberland Basin
Service Territory**

Residential Monthly Wastewater Service:

The Bluffs at Cumberland Cove	\$35.11*
Genesis Village Estates	\$51.50**

Miscellaneous Charges:

Late Fee	5.00%
Reconnect Fee	\$15.00
Disconnect Fee	\$15.00
Return Check	\$20.00
Access Fee - The Bluffs Access	\$84.00/Year
Fee - Genesis Village	\$100.00/Year

*Of this rate, \$7.03 will be placed into an escrow account for non-routine maintenance

**Of this rate, \$14.94 will be placed into an escrow account for non-routine maintenance

* 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 # _____

SUPPLEMENTAL EXHIBIT 31

Pre- and Post-Acquisition Rates

	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	Sunset Coves Service Area
Monthly Recurring Charge - Pre Acquisition								
Minimum Charge - Water	\$19.65	N/A	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	N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$58.11	N/A
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	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	N/A
Monthly Recurring Charge - Post Acquisition								
Minimum Charge - Water	\$19.65	N/A	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	N/A
Minimum Charge - Sewer	\$19.65	\$29	\$42.00	\$55.25	\$55.25	\$43.37	\$47.98	\$30.73
Usage Rate - Sewer	\$3.05 per 1,000 gallons	N/A	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	N/A
Non-Recurring Charges - Pre Acquisition								
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
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	N/A
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	\$6,000	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	\$3,750/lot	N/A	N/A
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	\$160/yr	N/A
Security Deposit	N/A	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A
Non-Recurring Charges - Post Acquisition								
Service Connection Charge	\$1,425	N/A	N/A	N/A	N/A	N/A	\$60.00	N/A
Late Fee	N/A	N/A	5%	5%	5%	5%	5%	N/A
Reconnect Charge - Seasonal	\$120	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
Reconnect Charge - Nonpayment	\$15	N/A	\$15	\$15	\$15	\$40	\$15.00	N/A
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	N/A
Returned Check Charge	\$20	N/A	\$25	\$25	\$25	\$25	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	\$40	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	\$6,000	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	\$3,750/lot	N/A	N/A
Access Fee	N/A	N/A	N/A	N/A	N/A	\$120/yr	N/A	N/A
Security Deposit	N/A	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	N/A
Usage Rate - Water	N/A	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	N/A
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	Based on Expected Design Flow	N/A
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	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	N/A
Usage Rate - Water	N/A	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	N/A
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	Based on Expected Design Flow	N/A
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	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	N/A
Late Fee	N/A	N/A	5%	5%	5%	N/A	5%	N/A
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	Calculated on an Individual Cost	N/A	N/A
Financial Security Surcharge	N/A	N/A	N/A	N/A	N/A	N/A	\$2.87 per month	N/A
Non-Recurring Charges - Post Acquisition Commercial								
Service Connection Charge	N/A	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%	N/A
Reconnect Charge - Seasonal	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Reconnect Charge - Nonpayment	N/A	N/A	\$15	\$15	\$15	N/A	\$15.00	N/A
Returned Check Charge	N/A	N/A	\$25	\$25	\$25	N/A	\$20.00	N/A
Disconnection Charge	N/A	N/A	\$10	\$10	\$10	N/A	\$10.00	N/A
Construction Inspection Fees	N/A	N/A	\$250	\$250	\$250	N/A	N/A	N/A
Construction Reinspection Fee	N/A	N/A	\$50	\$50	\$50	N/A	N/A	N/A
Tap Fee	N/A	N/A	\$10,000	\$10,000	\$10,000	N/A	N/A	N/A
STEP System Installation	N/A	N/A	N/A	N/A	N/A	Calculated on an Individual Cost	N/A	N/A
Financial Security Surcharge	N/A	N/A	N/A	N/A	N/A	N/A	\$2.87 per month	N/A

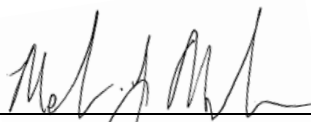
CERTIFICATE OF SERVICE

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

Shilina B. Brown, Esq.
Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Shilina.Brown@ag.tn.gov

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Consumer Advocate Division
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This the 21st day of December 2023.



Melvin J. Malone