

IN THE TENNESSEE PUBLIC UTILITY COMMISSION

AT NASHVILLE, TENNESSEE

IN RE:)	
)	
TENNESSEE WATER SERVICE, INC.)	
PETITION FOR APPROVAL OF ITS)	DOCKET NO. 24-00028
2024 ANNUAL RATE REVIEW FILING)	
PURSUANT TO TENN. CODE ANN. § 65-)	
5-103(d)(6) AND REQUEST FOR RATE)	
STRUCTURE MODIFICATION)	

PARTIES JOINT MOTION FOR LEAVE TO
FILE A STIPULATION AND SETTLEMENT AGREEMENT

Tennessee Water Service, Inc. (“Tennessee Water Service, Inc.” or “Company”) and the Consumer Advocate Division of the Office of the Attorney General (“Consumer Advocate”) (hereinafter jointly referred to as “Parties”) hereby move for leave to file a Stipulation and Settlement Agreement in this Docket. The Parties arrived at this Stipulation and Settlement Agreement on July 22, 2024 in principle after lengthy arm’s length negotiations, and thereafter needed to obtain the necessary authorizations and signatures from authorized signators. The Parties believe the Stipulation and Settlement Agreement meets the criteria for entering and filing into settlement agreements under the Administrative Procedures Act and the Rules of the Tennessee Public Utility Commission (“TPUC”). Therefore, the Parties should be permitted to file this Stipulation and Settlement Agreement outside of the *Order Establishing Procedural Schedule*.

This proceeding commenced on April 30, 2024 when Tennessee Water Service, Inc. filed a *Petition For Approval Of Its 2024 Annual Rate Review Filing Pursuant To Tenn. Code Ann. § 65-5-103 (D)(6) And Request For Rate Structure Modification*. On May 16, 2024, the Consumer Advocate filed a *Petition to Intervene*. On May 17, 2024, the Parties filed a *Joint Proposed*

Procedural Schedule. The *Petition to Intervene* was granted by the Administrative Judge on June 11, 2024. Also on June 11, 2024, the Administrative Judge entered the *Order Establishing Procedural Schedule* and added a settlement deadline of July 22, 2024. On July 22, 2024, the Parties informed the Administrative Judge the Parties were working towards a settlement and needed an extension of time to file a settlement in the Docket. On July 23, 2024, the Administrative Judge advised the parties by electronic mail that they could not file the Stipulation and Settlement Agreement in the Docket because it was after the deadline in the Order Establishing Procedural Schedule.

The Parties respectfully request leave to file this Stipulation and Settlement Agreement a few days after the settlement deadline and the Parties should not be prejudiced or impeded from settling this Docket. This settlement is integral to expression of the Parties' current positions in this Docket, is an effort to resolve the disputed issues, and is necessary to complete the proceedings as efficiently as possible. While the Parties understand there is a 120-day statutory deadline for TPUC to render a decision in this matter, there is no statute or rule that sets limitations on the time frame in which the Parties can settle a matter before the Commission. The primary factor to be considered is the overall policy consideration of encouraging settlements with no limitations or impediments being imposed on the Parties.


If TPUC were to require a contested hearing in this case without allowing the Parties the opportunity to settle this matter, it is both redundant, since the issues are settled, and inefficient since it discourages the Parties' attempts at cooperative resolution. The Parties believe settlements should be encouraged and the attached Stipulation and Settlement Agreement will provide a prompt and efficient conclusion to this Docket, ensuring both Parties' positions are considered and the result being just and reasonable rates for consumers. The Parties believe that settlement also promotes a reduction in cost of continued litigation to all stakeholders.

The Stipulation and Settlement Agreement protects the consumers of Tennessee Water Service while still allowing the Company to make the expedient and necessary adjustments to its rates and corresponding tariffs. Lastly, the Stipulation and Settlement Agreement does not contravene any law or public policy and is neither unjust nor discriminatory.

The Stipulation and Settlement Agreement is a fair and reasonable resolution of the disputes between the Parties and reflects their desire to resolve their issues without the need for costly and uncertain litigation. For all of the above reasons, the Parties respectfully requests the Commission to grant this Motion for Leave to file the Stipulation and Settlement Agreement in this Docket.

RESPECTFULLY SUBMITTED,

TENNESSEE WATER SERVICES, INC.

 *w/ permission SBB*

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TPUC Docket No. 24-00028

Consumer Advocate's Motion for Leave to File a Stipulation & Settlement Agreement

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion for Leave to File a Stipulation and Settlement Agreement was filed in this Docket and served via U.S. Mail, with a courtesy copy by electronic mail upon:

Philip Drennan
VP, Finance
Tennessee Water Service, Inc.
500 W. Monroe Street, Suite 3600
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This 25th day of July, 2024.


SHILINA B. BROWN
Senior Assistant Attorney General