

Limestone Water Utility Operating Company, LLC

Issued: 2/21/2024

Issued by: Josiah Cox, President

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T.R.A. No. 1

Section 1

Orig. Page 1

TITLE PAGE

REGULATION AND SCHEDULE OF CHARGES GOVERNING THE PROVISION OF WASTEWATER UTILITY SERVICE TO RESIDENCES AND BUSINESSES WITHIN THE STATE OF TENNESSEE

This tariff contains the descriptions, regulation and rates applicable to the furnishing of wastewater utility service provided by Limestone Water Utility Operating Company, LLC within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority. Copies may be inspected during normal business hours at the Company's principal place of business at **1630 Des Peres Rd., Suite 140, Des Peres, MO 63131**



Know what's **below**.
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CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as the date on the bottom of this sheet.

SECTION	SHEET	REVISION
1	1	Original
1	2	1st Revised
1	3	Original
1	4	Original
1	5	Original
1	6	Original
2	1	Original
2	2	1st Revised
2	3	Original
2	4	Original
3	1	Original
3	2	1st Revised
4	1	Original
4	2	1st Revised
4	3	Original

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SYMBOLS

The following symbols are used for the purposes indicated below:

C	Changed regulations or rate structure
D	Discontinued material
I	An increased rate
M	A move in the location of text
N	A new rate or regulation
R	A reduced rate
S	Reissued material
T	Change in text but no change in rate or regulation

TARIFF FORMAT

A. Sheet numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 12 and 13 would be 12.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the TRA. For example, the 4th revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc., that the TRA follows in its tariff approval process, the most current sheet number on file with the TRA is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).1
- 2.1.1.A.1.(a).1.(i)
- 2.1.1.A.1.(a).1.(i).(1)

D. Check Sheets - When a tariff filing is made with the TRA, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists all the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be now other symbols used on this sheet if these are the only changed made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the TRA.

DEFINITIONS

Certain terms used generally throughout this tariff for the Utility Service of this Company are defined below:

1. Company - Limestone Water Utility operating Company, LLC
2. Engineer - the consulting engineer of Limestone Water Utility Operating Company, LLC
3. Customer - any person, firm, corporation, association or government unit furnished sewage by the Company.
4. Residential Property - property that is an established residence for a single family that is intended solely for the family's use.
5. Commercial Property - property that is used for commercial, overnight rental or institutional purposes.
6. Facilities - all equipment owned and operated by the Company.
7. TRA - The Tennessee Regulatory Authority.
8. Septic Pump Tank - the tank located near a customer's building which accepts waste and contains a pump vault.
9. Septic Gravity Tank - the septic tank located near a customer's building which accepts waste and contains an effluent filter.
10. Service Line - the line from the Septic Pump/Septic Gravity Tank to a Collector Line.
11. Collector Line - the line from the Service Line to the Main Line.
12. Main Line - the line from the Collector Line to the treatment facility.
13. Building Outfall Line - the customer owned line that carries waste from the building to the Septic Pump Tanks/Septic Gravity Tank.
14. Pumping Station - a tank that contains pumps and receives effluent from Septic Gravity Tanks and/or Collector Lines.
15. Premises - shall mean customer's private property,
16. Service Connection - the point at which the service line to the wastewater system components at the customer's building is connected to the main wastewater collection system.

SECTION 2

RULES AND REGULATIONS

Governing the sewage collection and treatment systems of Limestone Water Utility Operating Company, LLC & Associates (Limestone)

Statement of Purpose

The general purpose of these rules and regulations is:

1. To establish procedures for furnishing sewage collection and treatment services on a uniform basis to customers within the Company's service area.
2. To provide standards and procedures for:
3. Acceptable sewage characteristics
4. Protection of the integrity of the water tight system
5. Engineering design standards
6. Construction standards and inspection requirements
7. Quality of materials

Authorization of Rules and Regulations

Limestone Water Utility Operating Company, LLC is a corporation organized and engaged in business as a public utility in the State of Tennessee. The Company is regulated Under a Certificate of Convenience and Necessity issued the Tennessee Public Service Commission (PSC) July 1, 2011, under Docket No. 11-00020 and subsequent certificates issued by the PSC and the TRA.

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewage system customer of the Company

Utility Facilitie on Private Property

The Company shall maintain all septic pump and septic gravity tanks, control systems and service lines required to provide sewer services on the Customer's premises. The Customer must execute an agreement that acknowledges the Company to have a perpetual easement in, over, under, and upon the specified land of Customer as shown on the property plat, with the right to operate and repair all components of the sewer system on the Customer's property, including but not limited to the septic tank and septic pump tank systems. The Customer must grant the Company permission to enter upon Customer's property for any reason connected with the provision or removal of sewer service or collection therefore. The Customer must agree to allow the Company to install an approved cut off valve between the house and water supply and grant the Company exclusive rights to use such valve to cut off water in order to safely stop wastewater flow. The Customer's Building and Plumbing outfall line shall be maintained by the Customer.

Discontinuance of Service

Service Under any application may be dis-continued for the following reason:

1. Non-payment of bill as hereinafter set forth below
2. For misrepresentation of application
3. For adding to the property without notice of the Company
4. For tampering any service pipe, tank, control system, filter or any other facilities of the Company in any way whatsoever.
5. For violation of any rules of the Company.
6. For disconnecting or reconnecting service by any party, other than a duly authorized agent of the Company without the consent of the Company.

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Non-Payment Penalties

The Customer agrees to promptly pay for service at the then current schedule or rates and fees and agrees to abide by and be subject to the Company's billing and cutoff procedures. Should the Customer not pay in accordance with the Company's rules, the Customer agrees to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.

The non-payment penalty will be \$25 per billing cycle. If payment is not received within fifteen days after the due date, a 2nd notice will be sent to the customer. If payment is not received within 30 days, service will be turned off from the customer's property as per the Sewer Service Contract Agreement (Attachment 14) executed by the customer with no additional notice being sent. No service shall be reconnected if disconnected for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection fee is \$40. The reconnection fee is \$50 plus all back payments.

Returned Checks

A check returned by the bank will incur a fee of \$25.

Changes in Ownership, Tenancy of Service

A new application and contract must be made and approved by the Company on any change in ownership of property, or tenancy, or in the service as described in the application. In the event of a 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.

Sewer System Access Fee

The owner of each property parcel, which is provided a service connection when the sewer system is built, will be required to pay a sewer access fee of \$120.00 per year. This fee will be payable each July 1st. As each Customer attaches to the Service Connection and signs up for service, they will pay a pro-rated access fee for that year and thereafter the fee will not be charged.

Engineering, Material and Construction Standards

General: This specification covers the type of sewer system required for various design conditions of sewers constructed by developers.

1. The requirements called for are a minimum in all cases. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the design engineer and must be approved by the Company Engineer.
2. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment. Any conflicts between company and state requirements shall be resolved so that the more restrictive shall govern.
3. All sewage collection system components are to be watertight. This includes Building Outfall lines, all tanks, Collector Lines, Sewer Lines and Main Lines.
4. Collector Lines and Main Lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be watertight.
5. Septic Pump and Septic Gravity Tanks are to be installed near the customer's building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
6. STEP septic tanks must meet the specifications outlined in this document. Size of STEP tanks must be approved by Limestone and will be based on the number of bedrooms in the home and the intended use of the home.
7. All pipe is to be PVC. Classes and sizes will be per Engineer's design and in all cases Schedule 40 will be the minimum allowable.
8. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines and swimming pools shall be connected to the sewer system.

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Special Pretreatment Sewage Requirements

For all sewage connections the Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged 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 sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding capacity at the Customer's expense. All customers will be required to follow the Owners User Manual for an effluent collection system supplied to them by the Company (Attachment 1). These requirements prohibit the dumping of any toxic chemicals that kill tank bacteria and disposal of an excessive amount of grease, among other things. All requirements (and notification of repair costs associated with the system abuse) are established in the Customer's Sewer Subscription Contract with the Company.

Damages

The Company shall in no event be responsible for maintaining any Building Outfall Line owned by the Customer, nor for damages created by sewage escaping there from, nor for defects in Customer's building lines or fixtures. The customer shall at all times comply with all regulations of the TRA and of the Company.

All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made. Any customer found introducing prohibited substances into the waste water system is liable to pay the full cost of cleanup and the repair of any damage caused.

Inspection

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

In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any interruption, stoppage, etc. which was beyond the reasonable control of the Company. In case of emergency, call 865-622-2452.

Service Area

The Company will provide service within its current service area. Additions to the service area must be approved by the TRA.

Extension Plan

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing sewer systems. The sewer service charges listed in the sewer billing monthly rates do not include costs for constructing extensions to the sewer system. Any sewer system facilities required to service such abutting properties shall be constructed at the cost of those parties desiring same, and these facilities shall become the property of the Company to be credited to the account for Contributions in Aid of Construction. In addition, treatment system facility costs will be paid by the Customer desiring to connect onto the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing the bear the expense of designing and building the sewer system.

Contributions in Aid of Construction

Sewer system facilities furnished by developers and property owners to the Company will be recognized as Contributions in Aid of Construction in the amount of the actual cost of construction. Capital contributions from developers will be treated in like manner.

Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company, a Sewer Subscription Contract.

Customer Billing Forms

Customer billings will be sent monthly or annually to Customers for payment of a flat fee.

Individual Septic Tank and Pump Tank Requirements

Only the configurations listed on the Individual Septic Tank and Pump Tank requirements list may be used. This list may be added to or taken from as needed.

Public Contact

Josiah Cox
1630 Des Peres R.d., Suite 140, Des Peres, MO 63131
314-736-4672

Tennessee Regulatory Authority Regulations

The Company, in its operation, shall conform to all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority. The TRA can be reached by phone at 1-800-342-8359 or 615-741-2904.

SEWER SERVICE CONTRACT

DATE: _____

PRINTED NAME: _____

ADDRESS OF PROPERTY: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

I hereby make application to Limestone Water Utility Company, LLC (Limestone) for sewer service at the address of property stated above. In consideration of the undertaking on the part of Limestone to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by Limestone. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of Limestone. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the Owners User Manual. Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of Limestone.
2. I acknowledge Limestone, its successors and assigns, have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank and septic pump tank systems. I further grant Limestone permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I agree to promptly pay for service at the then current schedule or rates and fees and agree to abide by and be subject to Limestone's billing and cutoff procedures. Should I not pay in accordance with Limestone's rules, I agree to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.
5. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules as approved by the Tennessee Regulatory Authority.
6. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to Limestone at least thirty (30) days in advance of my vacating the property.
7. I agree to allow Limestone to install an approved cut off valve between the house and water supply and grant Limestone exclusive rights to use such valve to cut off water in order to safely stop wastewater flow.

SUBSCRIBERS SIGNATURE: _____

Limestone Water Utility Operating Company, LLC

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T.R.A. No. 1

Section 3

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SECTION 3

RESIDENTIAL SEWER SERVICE TERRITORIES

Service Territory	County	TRA Docket #	Rate Class
Lakeside Estates on Norris Lake	Campbell	11-00020	Rate Class 1

RESIDENTIAL RATE SHEET/EXPLANATION

The monthly sewer charge per customer is **\$ 43.37**

<u>FEES:</u>	<u>TOTAL:</u>
Non-Payment	5%
STEP System Installation	\$6,000
Tap Fee	3,750/lot
Disconnection	\$ 40.00
Reconnection	\$ 50.00
Returned Check	\$ 25.00
Access Fee	\$120/yr

*Escrow amount is included in total \$10.24

** Tap fee is for homes with 3 bedrooms or less

Explanation

FFR.D:	Rate Class I: Standard Base RSF/Fixed Film Reactor Treatment Rate	\$ 30.73
E1:	RSF Escrow Rate	\$ 10.24
B1:	<u>Standard bonding charge of</u>	<u>\$ 2.40</u>
	Total	\$ 43.37

Estimate Tap Fees

Tap Fees for each new unit will be derived based on the number of Bedrooms as listed in the table below:

Daily Flowrate	Number of Bedrooms	Estimated Tap Fee
300	3	\$ 3,750
400	4	\$ 5,000
500	5	\$ 6,250
600	6	\$ 7,500
700	7	\$ 8,750
800	8	\$ 10,000
900	9	\$ 11,250
1000	10	\$ 12,500

STEP System Installation:

- For a 3 bedroom unit/300 gallons per day, STEP systems will be installed for

Limestone Water Utility Operating Company, LLC

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Section 4

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SECTION 4

COMMERCIAL SEWER SERVICE TERRITORIES

Service Territory	County	TRA Docket #
Lakeside Estates on Norris Lake	Campbell	11-00020

COMMERCIAL RATE SHEET Overnight Rental Units

The monthly sewer charge per customer is based on the monthly average daily flow monitored from the unit being served. A minimum of \$68.37 per month will be charged for up to the first 300 gallons per day of average daily flow.(I) For each additional 100 gallons per day of average daily flow, up to a total of 1,000 gallons per day, an additional charge of \$15.00 per month per 100 gallons will be levied. For average daily flows over 1,000 gallons per day, an additional monthly charge of \$156.79 per 1,000 gallons of average daily flow will apply.

<u>COMMERCIAL W/O FOOD</u>	<u>FLOWRATE BETWEEN</u>		<u>TOTAL **</u>	<u>ESCROW***</u>
	<u>(GPD)</u>		<u>(8/1/13)</u>	
Tier 1	0	300	\$ 68.37	\$ 15.95
Tier 2.1	301	400	\$ 83.37	\$ 19.49
Tier 2.2	401	500	\$ 98.37	\$ 23.02
Tier 2.3	501	600	\$ 113.37	\$ 26.56
Tier 2.4	601	700	\$ 128.37	\$ 30.10
Tier 2.5	701	800	\$ 143.37	\$ 33.63
Tier 2.6	801	900	\$ 158.37	\$ 37.17
Tier 2.7	901	1000	\$ 173.37	\$ 40.71
Tier 3.1	1001	2000	\$ 331.32	\$ 77.95
Tier 3.2	2001	3000	\$ 489.27	\$ 115.19
Tier 3.3	3001	4000	\$ 647.22	\$ 152.43
Each additional tier			\$ 159.79	\$ 37.24

Each customer will be billed the minimum monthly charge unless Limestone determines that the customer’s measured usage exceeds an average of 300 gallons per day over a thirty day period. Unless otherwise stated in this tariff, measured usage will be based on a customer’s actual or estimated usage, averaged over a thirty-day period.

Actual usage may be measured in any of the following ways:

- Effluent flow meter.
- STEP pump. Usage will be measured by multiplying the period of elapsed pumping time shown on the pump times the capacity of the pump.
- In the absence of an effluent flow meter or a STEP pump, usage will be assumed to be equal to the customer’s usage of potable water as shown on the customer’s potable water meter.

If a customer is charged in excess of the minimum monthly fee, Limestone will measure the customer’s actual usage at least once every ninety days using one of the methods described above and display on the customer’s statement the usage and measurement method used. In any month in which Limestone does not measure the company’s actual usage, the customer’s monthly bill will be based on the customer’s estimated monthly usage. No less than once every ninety days Limestone will bill (or credit) the customer for any differences between an estimated bill and actual measured usage.

If a customer’s usage exceeds the average daily design flow for three consecutive months, the customer may be required to pay any capital costs associated with increasing the capacity of that portion of the system designed and dedicated to serve the customer. For purposes of this section,

cost to the customer. The notice will also state that if the customer believes that his usage does not meet the criteria described above or that the charge to the customer is unjust and unreasonable, the customer may file a written complaint with the Tennessee Regulatory Authority, located at 460 James Robertson Parkway, Nashville, TN, 37243. Unless the TRA orders otherwise, the filing of a complaint will not delay the proposed construction work but may initiate a proceeding in which the TRA will determine whether, under the terms of this tariff, the customer is responsible for the cost of the construction work.

** Bonding amount of \$2.40 included

*** Escrow amount is included

STEP System Installation:

- For a 3 bedroom unit/300 gallons per day, STEP systems will be installed for \$6,000. If larger STEP systems are required, they will be quoted on an individual basis. The installation of the STEP systems includes a 15% markup by the utility.

Estimate Tap Fees:

Daily Flowrate	Number of Bedrooms	Estimate Tap Fee
300	3	\$3,750.00
400	4	\$5,000.00
500	5	\$6,250.00
600	6	\$7,500.00
700	7	\$8,750.00
800	8	\$10,000.00
900	9	\$11,250.00
1000	10	\$12,500.00