Limestone Water UOC

Water & Wastewater Service Tariff

Rate Schedules

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SCHEDULE OF RATES & CHARGES – WATER SERVICE (PHASE 2 of 2)

Availability: This rate is available to water customers located at the following systems:

Aqua Utilities

For Metered Service

Monthly Minimum (Includes 0 gallons)

For service through all meter sizes $43.33.00 / month

Commodity Charge: $5.82 / 1,000 gallon

Availability: This rate is available to water customers located at the following systems:

Candlewood Lakes

For Unmetered Service

Monthly Minimum: $70.00 / month

Non-Recurring Charges:

Service Connection/Tap Fee Charge:	
Aqua	$1,425
Disconnection Charge:	$35.00
Reconnection Charge:	$35.00
Returned Check Charge:	$16.00
Late Payment Charge:	5%
Meter Tampering Penalty Fee	$250.00

Rate Case Expense Surcharge (Per Connection) $2.79
($250K to be collected over 3 years)

Rate Mitigation Surcharge (Per Connection) $1.34
($8,845 to be collected over 12 months)

SCHEDULE OF RATES & CHARGES – SEWER SERVICE (PHASE 2 of 2)

Availability: This rate is available to sewer Customers located at the following systems:

Aqua Utilities

Residential: **Monthly Flat Rate**

For service through all meter sizes	$46.50 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: $46.50 / month

Availability: This rate is available to sewer Customers located at the following systems:

Grassland

Residential:

1-2 Bedroom	$86.00 / month
3 Bedroom	$92.50 / month
4 Bedroom	$99.00 / month
5 Bedroom	$99.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: $207.20 / month

Availability: This rate is available to sewer Customers located at the following systems:

Arrington/Hardeman/Hideaway

Residential:

All: $99.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: $207.20 / month

Availability: This rate is available to sewer Customers located at the following systems:

Chapel Woods

Residential:

All: $53.00 / month

Availability: This rate is available to sewer Customers located at the following systems:

Shiloh Falls

Residential:

All: $33.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: $73.50 / month

Availability: This rate is available to sewer Customers located at the following systems:

Lakeside Estates (DSH)

Residential:

All: $73.00 / month

Commercial: Monthly Flat Rate per Equivalent Residential Unit*:

Monthly Rate: $73.00 / month

Non-Recurring Charges:

Service Connection/Tap Fee Charge:

Aqua	$1,425
Cartwright	$10,000
Shiloh Falls	$850
Lakeside Estates (DSH)	$3,750

Disconnection Charge: $35.00

Reconnection Charge: $35.00

Returned Check Charge: $16.00

Late Payment Charge: 5%

Rate Case Expense Surcharge (Per Connection) $2.79
($250K to be collected over 3 years)

Rate Mitigation Surcharge (Per ERU) $1.81
($50,032 to be collected over 12 months

*Equivalent Residential Units (“ERU’s”) have been assigned to each Commercial Customer utilizing typical wastewater flow rates derived from the Tennessee Department of Environment and Conversation “Plans Review and Approval of Sewage Works Construction Plans and Documents”.

Limestone Water UOC

Water & Wastewater Service Tariff

Rules and Regulations

RULES AND REGULATIONS

A. Statement of Purpose

The general purpose of these rules and regulations are to establish procedures for furnishing water, sewerage and sewage treatment services on a uniform basis to Customers within the service area boundaries of Limestone Water Utility Operating Company.

B. Rates, Rules and Regulations Governing Rendering of Service

1. A copy of all Rates, Rules, Regulations and Conditions of Service is on file with the Commission and may be inspected by the public by contacting the Company.

2. All Services furnished by the Company shall be subject to these Rates, Rules, Regulations and Conditions of Service, and are made a part of all applications or contracts (both oral and written) for service. They are subject to revision, change, modification or cancellation by the Company, subject to the approval of the Commission, or by the Commission through utility industry orders and rules. The failure of the Company to enforce any of the terms of these Rates, Rules, Regulations and Conditions of Service shall not diminish or sacrifice its right to do so.

3. Upon request by an Applicant or Customer, the Company shall supply without charge, a copy of applicable rate schedules.

C. Definition of Terms

1. Applicant – An Applicant is any person, firm, corporation, or government entity making an application for service and may include developers.

2. Collection Sewer – A pipeline, including force pipelines, gravity sewers, interceptors, trunk sewers, manholes, and necessary appurtenances, including service tees, wyes, and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's Lateral Sewer to the point of disposal. A "Pressure Collection Sewer" is a Collection Sewer, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connecting to the Collection Sewer.

3. Commercial Service – The words Commercial Service shall mean the provision of service to a Customer whose primary use is for other than the Customer's personal dwelling.

4. Commission - The word Commission shall mean the Tennessee Public Utility Commission.

5. Company - The word Company shall mean Limestone Water Utility Operating Company.

6. Company Service Pipe – The portion of the water Service Pipe extending from the Distribution Main to and including the Curb Cock, or the outlet connection of the Meter, installed and maintained at the cost and expense of the Company.

7. Curb Cock – A valve on the Company Service Pipe, located at or near the Customer's property line, and used to shut off water service to the Premises. The Curb Cock is owned and maintained by the Company.

8. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished water and/or sewerage services by the Company.

9. Customer Service Pipe – The portion of water service pipe from the inlet to the Meter if applicable, or to the Curb Cock Cock if no meter is in place, to the Customer's Premises, installed and maintained at the cost and expense of the Customer.

10. Discontinuance of Service – Disconnection or termination of service not at Customer request.

11. Distribution Main – The Distribution Main means water pipe owned, operated, or maintained by the Company and used for the purpose of distribution of water and to which the Company Service Pipe is connected.

12. Engineer - The word Engineer shall mean the consulting engineer of Limestone Water.

13. Grinder Pump – The individual Grinder Pump installed at each applicable Customer's Premises that receives and pumps sewage from the Customer through the remainder of the Customer's Lateral Sewer to the Company's Collection Sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring. The Grinder Pump and all attendant components are installed and maintained at the cost and expense of the Customer. Additionally, the Customer is responsible for all costs of maintaining the pump sump including the pumping of any accumulated sludge.

14. Lateral Sewer – The words Lateral Sewer shall mean the piping extending from the Collection Sewers to the Customer's Premises (for Customers with gravity only sewer connections) and shall include the Service Box (for Customers with Grinder Pumps), installed and maintained at the cost and expense of the Customer.

15. Main - The word "Main" shall mean a water pipe, owned, operated and maintained by a utility, which is used for the purpose of transmission or distribution of water but is not a water service pipe.

16. Meter - The word "Meter" shall mean any device for measuring the quantity of water used as a basis for determining charges for water service to a Customer.

17. Premise - The word "Premises" as used herein shall be restricted to the following:
    1. A building under one roof owned or leased by one Customer and occupied as one (1) residence or one (1) place of business; or
    2. A combination of buildings owned or leased by one (1) Customer, on one (1) common enclosure occupied by one (1) family as a residence or one (1) corporation or firm as a place of business;
    3. Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one (1) family as a residence or one (1) firm as a place of business; or
    4. A building owned or leased by one (1) Customer and having a number of apartments, offices, or lofts which are rented to tenants using in common one (1) hall and one (1) or more means of entrances; or
    5. A building two (2) or more stories high under one (1) roof owned or leased by one (1) Customer and having an individual entrance for the

ground floor occupants and one for the occupants of the upper floors; or

6. A combination of buildings, such as a garden-type apartment, owned by one (1) Customer, on one (1) common enclosure, none of the individual buildings of which is adapted to separate ownership; or
7. A public building, or
8. A single plot, used as a park or recreational area

18. 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.

19. Service Box – For Customers with Grinder Pumps, a below ground valve assembly installed at each individual Customer's property that connects to the Customer's lateral sewer and where the Customer's Service line is connected. The Service Box is owned and maintained by the Customer.

20. Termination of Service – Disconnection or termination of service at Customer request.

D. Access to Property:
   1. Company shall have access at all reasonable hours to meters, service connections, and other property owned by it which may be located on Customer's Premises for purposes of installation, maintenance, operation, or removal of its property at the time service is to be terminated. Any employee of the Company whose duties require him to enter the Customer's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee of the Company, or carry on his person a badge or other identification which will identify him/her as an employee or agent of the Company, the same to be shown by him/her upon request.

E. Commencement of Service
   1. General
      1. A prospective Customer shall not connect or reconnect service, nor employ any person to do so, without authorization by the Company.

2. The Company shall not be under any duty to permit connection or to supply water or sewer service to any Customer whose Premises does not abut on a Distribution Main or Collection Sewer.
    i. Any Distribution Mains and/or Collection Sewers required to service such abutting properties shall be constructed at the cost of the Applicant, and these sewers shall become the property of the Company to be credited to the account for contribution in aid of construction. If the said Applicant does not wish to construct his own Distribution Mains and/or Collection Sewers, the Company may construct them and charge the Applicant the total project costs for the same. The Applicant shall obtain at its expense the easements required by the Company for any Distribution Mains and/or Collection Sewers. Plans for any Distribution Main and/or Collection Sewer extensions shall be reviewed and approved by the Engineer prior to construction.
3. Requests by Governmental Units for public fire protection service will be governed by these rules and shall only be permitted to the extent that Distribution Mains and water storage facilities are of adequate size to accommodate fire protection service.
4. All Applicants must make application to the Company in a manner prescribed by the Company, setting forth all purposes for which service will be used.
5. Applications for service, when accepted by the Company, shall cover only the Premises and uses applied for.
6. The Customer, in accepting conditions for service, is responsible for all service furnished until the Customer notifies the Company to terminate the service for its account or until the Company has accepted a new service application for the Premises.
7. Any change in the identity of a Customer will require new application, and the Company may, after notice, discontinue service until such new application has been made and accepted.

2. Installation and Maintenance of service lines
    1. Water
        i. Where Company Distribution Mains are or may be installed, the Company will install the Company Service Pipe provided the Company Service Pipe is required for general water service to Premises abutting such mains.

ii. Company Service Pipes for construction or temporary service shall be installed and removed at the Customer's expense.
iii. A Customer Service Pipe shall not extend from one dwelling, building, structure or parcel of real estate to another dwelling, building, structure or parcel of real estate across a public street or across a property line unless the property line crossed is located within a building complex.
iv. The Company will make all connections to its Distribution Mains and will specify the size, kind, quality and location of all materials used in the Company Service Line.
v. The Company Service Pipe shall be furnished, installed and maintained only by the Company and shall remain under its sole ownership, control and jurisdiction.
vi. Service Pipes for Private Fire Protection Service from the Distribution Main to the curb or property line shall be permitted at the sole discretion of the Company and shall consider the size of Distribution Mains and the adequacy of water storage equipment. Private Fire Protection Service shall be requested by contacting the Company.
vii. The Customer's Service Pipe shall be installed and maintained by the Customer, free from leaks and other defects, at their own expense and risk, and for failure to do so, water service may be discontinued. The Customer's Service Pipe shall be installed in accordance with applicable governmental regulations and Company specifications below the frost line on firm and continuous earth to give unyielding and permanent support.
viii. For new Customer Service Lines, the Customer shall install their Customer Service Line to the Meter, Curb Cock or property line at a point approved by the Company, after which the Company will install the Company Service Line from the Distribution Main to the Customer's Service Line.
ix. Where the Company's Service Line is already installed to the Meter, Curb Cock, or property line, the Customer shall connect with the Company Service Pipe as installed.
x. The Customer shall make all changes in the Customer's Service Pipe required on account of changes of grade or other causes.
xi. No fixture shall be attached to, or any branch made in, the Company Service Pipe between the Meter and the Distribution Main, other than by authorized employees of the Company.

xii. There shall be no more than one Customer Service Pipe supplying a single Premise, unless otherwise approved by the Company.

xiii. If a Customer, occupant, owner, or any of their agents should damage Company property, repairs shall be made only by the Company, but at the Customer's expense.

xiv. The Customer shall install and properly maintain on their Customer Service Line a shutoff valve approved by the Company. It shall be in an accessible location, protected from freezing and adequate to shut off and drain all plumbing. Further, where a Customer's Service Line is branched or arranged to supply more than one building, additional valves shall be installed in such manner that service to one of the buildings may be shut off without shutting off service to other buildings. A drawing showing the layout of branched Customer Service Lines and shutoff valves may be required to be submitted and approved by the Company prior to installation of the Customer Service Lines and shutoff valves.

xv. A Customer Service Line which is irregularly located because there was not a Distribution Main abutting the Premises at the time the Customer Service Line was installed, shall be required at the Customer's expense, to be relocated and connected to the Distribution Main abutting the Premises when replacement becomes necessary.

2. Sewer
    i. Grinder Pumps
        I. All applicable Customers must have an approved Grinder Pump and collection system which meets the specifications as established by the Company.
    ii. Special Pretreatment Sewage Requirements
        I. For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any nonresidential user to provide special treatment for any high strength effluent before discharge into its sewerage system. In the event that the Customer or Applicant proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require the Customer or Applicant to install a pretreatment facility,

grease trap or other device on the Premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer or Applicant, and subject to the approval and inspection of the Company. 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.

F. Meters

1. The Company shall have the right to place a Meter on any service pipe and charge for water service by Meter measurement if necessary.
2. All Meters, except fire Service line Meters, shall be furnished, installed, maintained, tested, repaired, removed and replaced only by the Company and shall remain its property. In case of damage to any Meter by reason of any act, neglect or omission on the part of the Customer (such damages occasioned by fire, hot water, accident or misuse), the Customer shall reimburse the Company for the cost of repairing or replacing the Meter.
3. The Company reserves the right to determine the kind, size and type of Meter that shall be placed on any service pipe.
4. Meters may be located either in an outdoor Meter box or vault, or inside the Customer's Premises, at the option of the Company.
5. If the Meter is to be installed inside, it shall be located as near as possible to the point where the service pipe enters the building in a clean, dry, safe place not subject to wide temperature variations so that the Meter may easily be examined, read or removed. The Customer shall, at their expense, provide suitable pipe connections and shut-off valves, one each at the inlet and outlet sides of the Meter, and other appropriate fittings designed by the Company.
6. If the Meter is to be installed in a Meter box or vault, it shall be located in a convenient and readily accessible location at or near the street right-of-way line. Meter boxes or vaults for settings for single Meters shall be furnished, installed and maintained by the Company. The Company shall at its expense, provide suitable pipe connection and shutoff valves, and such other fittings as may be designated by the Company. Upon a request by the Customer before the original installation is made, the Meter box or vault will be located at the point requested, if feasible under proper utility standards. The Meter box or vault may be constructed to protect the Meter from freezing and damage by

vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water.

7. Separate Premises shall be separately metered and billed, and only one Premise shall be supplied through one Meter.
8. The Company reserves the right to put seals and locks on all Meters or Meter couplings.
9. No Customer shall remove or cause or permit the removal of a Meter by their agents once it has been installed by the Company, and any change in location of the Meter desired by the Customer shall first be approved by the Company in writing, but in any situation shall be made by the Company at the Customer's expense. Violation of this tariff provision may result in the Customer being charged a Meter tampering penalty fee in accordance with the tariff.
10. If a Customer requests an additional self-serving Meter or Meters for their Premises (i.e. lawn sprinkling or swimming pool), the Company will make the requested installation at the expense of the Customer and billing will occur as provided in Rule E.
11. The Company may at any time, remove the Meter for routine tests, repair, or replacement.
12. Meters may register in either U.S. gallons or cubic feet. Meter readings in units or hundred cubic feet may be converted to units of hundred gallons for billing purposes if the existing schedule of charges is stated in gallon units. The factor used for making a conversion is one cubic foot as being equivalent to seven and forty-eight hundredths (7.48) U.S. gallons.
13. Every water Meter shall be tested as required by these rules prior to its installation either by the manufacturer, the Company, or any approved organization equipped for Meter testing. Meters with oil-enclosed gear trains should be stored in an inverted position, and, unless so stored, shall be tested immediately before installation. All water Meters removed from service for repair or testing in accordance with these rules shall be restored to the prescribed limits of accuracy by these rules before again being place in service.
14. The Company shall maintain records of the following data, where applicable, for each Meter and/or associated metering device until retirement: (a) the complete identification – manufacturer, number, and type; and (b) the dates of installation and removal from service, together with the location.
15. All Meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for

the type of service which they measure and shall be accurate to the following standards.

16. For determination of minimum test flow and normal test flow limits, the Commission will use as a guide the appropriate standard specifications of the American Water Works Association for the various types of Meters.
17. Displacement Meters shall be tested at each of the rates of flow stated above for the various size Meters. A Meter shall not be placed in service if it registers less than ninety-five percent (95%) of water passed through it at the minimum flow or over-registers or under-registers more than two percent (2%) at the intermediate or maximum limit, except that a repairs Meter shall not over-register or under-register more than two percent (2%) of the intermediate and maximum flow and shall register not less than the following appropriate percentage of the water passed through it at the minimum test flow: If manufactured on or after January 1, 1947 – ninety percent (90%). If manufactured prior to January 1, 1947 – eighty-five percent (85%).

G. Multiple Meter Settings
    1. When more than one Meter setting is installed at a Customer's Premises because of conditions warranted and determined by the Customer, each Meter setting shall be treated separately as if it belonged to a separate Customer, and the registrations of such Meters will not be combined.
    2. When more than one Meter setting is installed on a Customer's Premises because of conditions warranted and determined by the Company, the registration of all such Meters shall be combined and the minimum charge shall be the sum of the individual minimum charges for all such Meters.

H. Meter Testing
    1. Company shall adopt schedules for periodic and routine tests and repairs of its Meters. The Company will make a test of the accuracy of registration of a Meter upon written request by a Customer. The Customer will be required to bear the full cost of any subsequent test of their Meter if requested at less than eighteen (18) months after the preceding test, and accuracy of the Meter is found to be in compliance with rules of the Commission. The results of such tests will be reported to the Customer in writing within ten (10) days after the test is complete or the Customer shall be given the opportunity of being present at such requested tests.
    2. Measuring devices for test of Meter may consist of a calibrated tank for volumetric measurement or tank mounted upon scales for weight measurement. If a volumetric standard is used, it shall be accompanied by a

certificate of accuracy from any standard laboratory as may be approved by the Commission. If a weight standard is used, the scales shall be tested and calibrated periodically by such approved laboratory and a record maintained of the results of the test.

3. When basic standards are used for Meter tests, they shall be of a capacity sufficient to ensure accurate determination of accuracy and shall be subject to the approval of the Commission.
4. By special permission of the Commission, a standard meter may be provided and used by the Company for the purpose of testing Meters in place. This standard Meter shall be tested and calibrated periodically to ensure its accuracy within the limits required by these rules and regulations. In any event, such test shall be made at least once every sixty (60) days while the standard Meter is in use and a record of such tests shall be kept by the utility.
5. All Meters tested in accordance with these rules for periodic or complaint tests shall be tested in the condition as found in the Customer's service prior to any alteration or adjustment in order to determine the average Meter error. Tests shall be made at the intermediate and maximum rates of flow and the meter error shall be the algebraic average of the errors of the two (2) tests.
6. Upon completion of adjustment and test of any water Meter under the provisions of these rules, the Company shall affix thereto a suitable seal in such a manner that adjustment or registration of the Meter cannot be changed without breaking the seal.
7. Company shall maintain records of at least the last two (2) tests made of any Meter. The record of the Meter test made at the time of the Meter's retirement shall be maintained for a minimum of six (6) months. Test records shall include: (a) the date and reason for the test; (b) the reading of the Meter before making any test; (c) the accuracy "as found" at each rate of flow; (d) the accuracy "as left" of each rate of flow; and (e) in the event test of the Meter is made by using a standard Meter, the Company shall retain all data taken at the time of the test in sufficiently complete form to permit the convenient checking of the test methods and the calculations.

I. Billing:

1. The bill form used shall show: (a) the name of the Company; (b) the reading of the Meter at the beginning and at the end of the period for which the bill is rendered; (c) the dates on which the Meter was read at the beginning and end of the billing period; (d) the number and kind of units metered; (e) the gross and/or net amount of the bill; (f) the date by which the Customer must pay the bill in order to avoid any penalty; (g) a distinct marking to identify an estimated

bill; (h) any conversions from meter reading units to billing units; and (i) the main office address.

J. Terms and Conditions of Billing And Payment

1. At a metered Premise, water sold shall be based on Meter measurement. Meters shall be scheduled to be read at not greater than quarterly intervals. The Company shall have the option to issue interim estimated monthly bills to Customers whose Meters are read bi-monthly. Estimated bills shall not be less than a minimum bill as prescribed in the Company's current tariffs.
2. At an unmetered Premise, water sold shall be a flat charge as stated in the Schedule of Rates and Charges.
3. Private Fire Protection Service charges shall be payable quarterly in advance.
4. Special charges shall be payable on demand.
5. All bills for service are due on or before the due date printed on the bills and considered delinquent if not paid by such date. The due date will be at least twelve (12) days after the postmarked date of the bill, if mailed, or the date of delivery if delivered by other means.
6. Customers are responsible for providing the Company with their correct addresses. Failure to receive bills will not release Customer from payment obligations.
7. The use of water by the same Customer at different Premises or localities will not be combined for billing.
8. Company may not send a customer two successive estimated bills, except due to extenuating circumstances. The Company may estimate the bill of any Customer for good cause including, but not limited to: request of Customer; inclement weather; labor or union disputes; inaccessibility of a Customer's Meter; other circumstances beyond the control of the Company or its agents and employees; and, a billing period with a varying Meter reading schedule; or the Company may render an estimated bill when a Meter is found to be not registering. In such cases, the Company shall estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of nonregistration or for corresponding period in previous years, adjusting for any changes in the Customer’s usage.
9. The Company may include charges for special services with charges for water service on the same bill if such charges are identified.

K. Disputed Bills

1. When a Customer disputes a bill, the Company will not terminate service for nonpayment so long as the Customer: (i) pays the undisputed portion of the

bill, (ii) pays all future bills by the due date, and (iii) enters into bona fide discussions with the Company to settle the dispute.

2. In instances where the Customer and Company cannot agree as to what portion of a bill is undisputed, it shall be sufficient that the Customer pay an amount equal to their average bill for the twelve (12) months immediately preceding the disputed bill. In those cases where the Customer shall pay an amount equal to 1/12 of the estimated annual cost of service.
3. If the Company and the Customer arrive at a mutually satisfactory settlement of a disputed bill, the Company may enter into a settlement agreement providing for payment of the outstanding balance in installments over a reasonable period of time. Such an agreement shall be limited to the bill in dispute or the delinquent account.
4. A settlement agreement may be in writing and signed by the Customer or their representative and an authorized representative of the Company. A settlement reached by telephone may be confirmed by the Company in writing and mailed to the Customer, with instructions to sign a confirming copy and return it to the Company.
5. The Company shall not be required to enter into concurrent settlement agreements relating to the same service account.
6. The Company shall not be required to enter into a subsequent agreement with a Customer who defaults upon the terms and conditions of a previous agreement entered into within the previous twelve (12) months.
7. If the Customer fails to comply with the terms and conditions of a settlement agreement, the Company may discontinue service without further notice to the Customer.
8. If agreement cannot be reached on settlement of the dispute, the Customer may register their dispute with the Commission.

L. Adjustments to Bills

1. Service bills which are incorrect due to Meter or billing errors shall be adjusted in accordance with Commission Rules and to the known date of error or one (1) year, whichever is shorter.
2. Whenever a Meter in set service is tested and found to have over registered more than two percent (2%), the Company shall adjust the Customer's bill for the excess amount paid. If the time at which the error first developed or occurred can be definitely determined, the estimated amount of over-charge is to be based thereon.
3. Adjustment for leaks may be given as determined by the Company.

M. Denying or Discontinuing Service

1. The Company may refuse new wastewater service unless a Customer agrees in writing to a "Subscription Service Contract" that would allow either:
    i. The Company to install and have exclusive right to use a cutoff valve in the water line between the water Meter and the Premises (or in Customer's water line where no Meter exists) in accordance with both the rules and regulations of the Company, as found in the tariff approved by the Commission, and this rule; or
    ii. The Company to execute an agreement with a water provider to terminate water services. If the water service is discontinued based on an agreement between a water service provider and the Company, this agreement shall be submitted and on file with the Commission prior to any termination of water service in accordance with its provisions so that each Customer is treated in a just and reasonable manner.

2. Discontinuance Upon Customer's Request
    1. The Customer shall notify the Company at least three (3) days in advance of the desired termination day and shall remain responsible for payment of all service until service is terminated pursuant to such request. The Company shall terminate service within three (3) working days of the requested termination date. The Customer shall not be liable for any service rendered to such address or location after the expiration of these three (3) days.
3. Termination Without Customer's Request
    1. The Company may deny or disconnect service without request by the Customer and without prior notice only:
        i. If a condition dangerous or hazardous to life, physical safety or property exists; or
        ii. Upon order by any court, the Commission or other duly authorized public authority; or
        iii. If fraudulent or unauthorized use is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such use; or
        iv. If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to

believe that the affected Customer is responsible for such tampering; or

v. If a Customer violates the terms of a settlement agreement described in Rule K, Disputed Bills; or
vi. Where the Customer's water service line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customers of the Company's facilities; or
vii. For violation of any of these Rules and Regulations on file with and approved by the Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the Company's delivery system.

2. The Company may discontinue Private Fire Protection Service immediately after written notice to such Customer and the appropriate Fire Department for leakage within such Private Fire Protection Service system and until such leaks are repaired.
3. In all other instances, the Company, upon providing the Customer with seven (7) days prior written notice may disconnect service for any of the following reasons:
    i. The Customer fails to repair any leak in the Customer Service Pipe or other plumbing fixtures.
    ii. The Customer vacates the Premises or fails to pay their bills or other charges related to their service installations or facilities in accordance with these rules and the Company's rate schedules, or otherwise violates any of these rules.
    iii. Nonpayment of a service bill based on estimated consumption after the estimated Meter reading has been verified.
    iv. The Customer fails to provide free and non-hazardous access to the Premises and Meter so that the Company's representatives may make Meter readings and necessary inspections and maintain, replace or remove the Meter, or fails to maintain Customer-owned meter settings. including pits and vaults.
    v. The Customer installs a new service pipe and other fixtures or alters or removes an existing service pipe or other fixtures. including the Meter, without the Company's consent.
    vi. The Customer fails to remedy a condition or use on their Premises which, in the Company's engineering judgment, endangers the Company's distribution system.

vii. Misrepresentation of identity of Applicant for the purpose of obtaining water service.
viii. A Customer selling or providing service to other Premises not specifically included in the accepted application.
ix. Where two or more Premises are supplied through a single Service Pipe, any violation of the Rates, Rules, Regulations and Conditions of Service of the Company shall be deemed a violation as to all, and the Company may enforce compliance with these rules and regulations by discontinuing service. Such action, however, will not be taken until the Customer not in violation has been given reasonable notice to acquire a separate Company Service Pipe.
x. The Customer fails to pay for any sewer service charges and discontinuance of water service is duly authorized by the appropriate governmental unit.
xi. A Customer occupies a Premises already receiving water service without making application and fails to pay for water service used prior to the Company accepting such Customer's application.

4. When a prospective Customer is refused service, or an existing Customer has service disconnected under the specific provisions included in the Company's tariff approved by the Commission, the Company shall notify the Customer or prospective Customer promptly of the reason for refusal. The notification shall include an explanation of the Commission's dispute resolution process found in Rule 1220-01-03. A copy of such notification or other documentation shall be sent within five (5) business days to the local county health department and the Commission. If service is disconnected using a water shut-off valve, the utility is not required to notify the county health department.
5. Prohibited Disconnection
    1. Except as otherwise provided in subsection M-1 and M-2, the Company shall postpone disconnection of Residential Service for thirty (30) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Company a medical statement from a licensed physician or public health official stating that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Customer.
    2. The Company may not disconnect service to the Customer:

i. Due to nonpayment for service by a previous occupant of the Premises to be served.
ii. Upon failure to pay for goods or services not approved by the Commission.
iii. Upon failure to pay for concurrent service received at a separate Premises. However, if Service is discontinued or terminated at the separate Premises, any unpaid balance may be transferred to the other account on the next regular billing.
iv. Upon failure to pay for a different class of service received at the same or different locations: or
v. Upon failure to pay for service provided in the name of another Customer.

3. If a Customer proceeds with a complaint before the Commission pursuant to Commission Rules and complies with Rule K Disputed Bills.

6. Notice and procedure for Involuntary Disconnection
   1. Except as otherwise provided in Section M-2, service to any Customer shall not be disconnected for a violation of any rule or regulation of the Company or for the nonpayment of a bill, except after seven (7) days prior written notice to such Customer.
   2. The Company may discontinue service to a Customer on the date specified in the notice of discontinuation. or within a reasonable time thereafter, only between the hours of 8:00 a.m. and 4:00 p.m.
   3. Service shall not be discontinued on a day, or a day immediately preceding a day, when the services of the Company are not available to the general public for the purpose of reconnecting discontinued water service.

N. Reconnection of Service After Discontinuance
   1. When service has been discontinued because of violations of the Rates, Rules, Regulations and Conditions of Water Service or because of nonpayment, a reconnection charge will be made as set forth in the schedule of the rates and charges of the Company.
   2. The Company will reconnect service within the one (1) working day after it is requested provided:
      1. The conditions, circumstances or practices which caused the disconnection have been corrected;
      2. Satisfactory settlement of all delinquent charges owed the Company by the Customer authorized by these rules has been made; and

3. A responsible person is present in the Premises to see that all water outlets are closed to prevent damage from escaping water.

3. No Customer whose service has been discontinued by the Company shall re-establish service or cause service to be re-established except by the Company.

O. Modifications of Facilities at Customers Expense

1. If a Customer requests for their convenience, or by their actions requires, that the Company's facilities be relocated or modified, compatible with water utility construction practices, the Company will require reimbursement for the full cost of performing such service.
2. Where such changes become necessary due to altered or additional use on the Customer's part, such as the causing of pressure fluctuations which affect service to other Customers or damage to the Company's system, the Customer shall bear the cost of such changes in the facilities in question.

P. Requirements for Valves and Other Devices

1. Check valves, relief valves, flush valves and vacuum breakers required or recommended by this rule must be installed and maintained by, and at the cost and expense of the Customer.
2. Check and relief valves will be required for Customers having boilers, hot water heaters (heating systems) connected directly or indirectly with the Distribution Mains of the Company. The check valve must be in the supply pipe to any heating system and a relief valve between the check valve and heating system.
3. As a precaution against collapse of boilers, a vacuum valve should be installed in the steam line in case the water supply is interrupted.
4. The Company is not responsible for accidents or damages resulting from imperfect action or failure of check, relief or vacuum valves or failure of the Customer to provide necessary safety devices.
5. Any Customer desiring or requiring a pressure reducing device for water service to their Premises shall install and maintain such device at their cost and expense.

Q. Plumbing Regulation and Work

1. All plumbing work shall be done in accordance with the plumbing code of the Governmental Unit or units applicable in the Company's service area and/or regulations adopted by any duly constituted board or commission having Jurisdiction.

2. All plumbing work connected to the Company Distribution Mains shall be submitted for Company inspection before being covered.
3. If the Company determines plumbing work to be defective, though not necessarily in direct violation of these rules and regulations, the Company may insist it be corrected before water service is initiated.
4. Except where the plumbing is a simple extension or additional fixture on a service in use, the plumber shall turn off the water after completion testing.
5. No plumber, or any other person. shall initiate water service without permission from the Company.
6. No plumber, or any other person, shall connect to the Company Distribution Main or to any service pipe or extend pipe to any Premises for the purpose of securing a supply of water until application has been made and accepted by the Company as provided in these Rates, Rules. Regulations and Conditions of Water Service.

R. Cross Connections

1. A cross-connection is any physical connection whereby the Company's public water supply is connected with any other water supply, whether public or private, either inside or outside of any building or buildings, in such manner that a flow of water into the Company's public water supply is possible either through the manipulation of valves or because of ineffective check or back-pressure valves, or because of any other arrangement.
2. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur, are considered to be cross-connections.
3. No cross-connection will be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided. An acceptable form of protection is one which meets the approval of the Tennessee Department of Health, or any successor agency or organization, and the local regulating health agency. The required protective device or system shall be provided and installed by the Customer and maintained by him in good working condition at their own cost and expense and shall be subject to the inspection, Testing, and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company.
4. Any cross-connection in violation of this rule shall immediately be removed or corrected in a manner acceptable to the Tennessee Department of Health, or any successor agency or organization and the local regulation health

authority, and the Company. Failure to do so may result in discontinuance of water service without notice.

5. The Customer Service Pipe and all connections and fixtures attached on a Customer's Private Fire Protection Service system shall be subject to the inspection of the Company to determine compliance with its cross-connection rule before water will be turned on, and all Premises receiving a supply of water and all Service Pipes, Meters and fixtures, including any and all fixtures within the Premises, shall at all reasonable hours be subject to inspection by any duly authorized employee(s) of the Company.

S. Extension Plan

1. Water

1. This rule shall govern the extension of mains by the Company within its certified area where there are no water mains.

2. Upon receipt of a written application for a main extension, the Company will provide the applicant(s) an itemized estimate of the cost of the proposed extension. This estimate shall include the cost of all labor and materials required, including valves, fire hydrants, booster stations, storage facilities, reconstruction of existing mains (if necessary), jack and bore, and the direct costs associated with supervision, engineering, permits, and bookkeeping. The estimate will not include unanticipated costs such as rock excavation.

3. Applicant(s) shall enter into a contract with the Company for the installation of said extension and shall tender to the Company the amount determined in subsection 2 above. Any applicable New Service Connection Fee will become due after the cost incurred by the Company has been ascertained and as specified in the Schedule of Service Charges. The contract may allow the Customer to contract with an independent contractor for the installation and supply of material, except that mains of twelve (12”) or greater diameter must be installed by the Company, and the reconstruction of existing facilities must be done by the Company.

4. If a developer contracts with the Company for a main extension and agrees to pay the full cost of the extension, including all labor, materials, and other associated costs, the developer will not be entitled to any refunds. These main extensions will remain the property

of the Company, and the developer will have no claim to refunds for future connections or extensions.

5. The cost to single-family residential applicant(s) connecting to a main extension for which other applicant(s) paid an amount determined in subsection 2, above, subject to subsequent adjustment for actual cost, shall be as follows:

    i. For single-family residential applicant(s) applying for service in a platted subdivision, the Company shall divide the actual cost of the extension by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing mains shall be excluded.

    ii. For single-family residential applicant(s) applying for service in areas that are unplatted in subdivision lots, an applicant(s) cost shall be equal to the total cost of the main extension divided by the total length of the main extension in feet times one hundred (100) feet.

    iii. For industrial, commercial, or multifamily residential applicants, the cost will be equal to the amount calculated for single-family residence in subsection 5(i) and 5(ii) above, multiplied by the flow factors of the applicants' meter. The flow factors of the various sizes of meters are as follows:

Meter Size	Flow Factor
5/8"	1.0
3/4"	1.0
1"	1.25
2"	2.9
4"	14.0

6. Refunds of funds paid by applicant(s) outside of developers for any estimated costs or actual costs of a main extension shall be made to such applicant(s) as follows:

i. Should the actual cost of the extension be less than the estimated cost, the Company shall refund the difference to the applicant(s) as soon as the actual cost has been ascertained.

ii. During the first five (5) years after the main extension is completed, the Company will refund to the applicant(s) who paid for the extension the money collected from applicant(s) in accordance with subsection 5 above. The refund will be paid within a reasonable time after the money is collected.

iii. The sum of all refunds to any applicant shall not exceed the total amount which the applicant(s) has paid.

7. Extensions made under this rule shall be and remain the property of the Company.

8. The Company reserves the right to further extend the main and to connect mains on intersecting streets and easements. Connecting new Customers to such further extensions shall not entitle the applicant(s) paying for the original extension to a refund for the connection of such Customers.

9. Extensions made under this rule shall be of Company-approved pipe sized to meet water service requirements. If the Company chooses to size the extension larger in order to meet the Company's overall system requirements, the additional cost caused by the larger size of pipe shall be borne by the Company.

   No interest will be paid by the Company on payments for the extension made by the applicant(s).

10. If extensions are required on private roads, streets, through private property, or on private property adjacent to public right-of-way, a proper deed of easement must be furnished to the Company without cost to the Company, before the extension will be made.

2. Sewer
   1. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost, if service is requested by the

applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the Company. The applicant may choose to have the Company perform all work under the terms and conditions of this tariff or have a private contractor perform the work under the terms and conditions this tariff. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.

2. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company. If the Company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the Company.

3. The Company will extend collecting sewers for the applicant under the following terms and conditions:

    i. Upon receipt of written application for service, the Company will provide the applicant an itemized estimate of the cost of the proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, jack and bore and the direct costs associated with supervision, engineering, permits, and bookkeeping.

    ii. The applicant shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution-in-aid-of-construction equal to the amount determined above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.

    iii. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.

4. When the applicant elects to construct an extension, the Company will connect said extension to its existing collecting sewers under the following terms and conditions:

    i. Applicant shall enter into a contract with the Company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company the estimated reasonable cost of the Company's inspection.

    ii. The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.

    iii. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.

    iv. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in subsection 4(i).

5. If a developer contracts with the Company to install the sewer extension and agrees to pay the full cost of the extension, including all labor, materials, and associated costs, the developer will not be entitled to any refunds. These sewer extensions will remain the property of the Company, and the developer will have no claim to refunds for future connections or extensions.

6. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:

i. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, corner lots which abut existing sewers shall be excluded.

ii. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.

iii. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in subsection 4(i) or 4(ii), as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.

7. Refunds of contributions shall be made to the original applicant as follows:

i. Should the actual cost of an extension constructed by the Company actual costs for inspection by the Company be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.

ii. During the first five (5) years after the extension is completed, the Company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with subsection 4 above.

iii. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.

iv. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the

percentage of the actual extension cost contributed by each entity.

8. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.

9. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.

T. Interruptions In or Curtailment Of Water Supply

1. The Company reserves the right at any time to shut off the water in the Distribution Mains in case of accident or emergency, or for the purpose of making connections, extensions, improvements. alterations, repairs, changes, or for other proper business or utility reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for public fire service or other emergencies whenever the public welfare may so require.
2. When, in the judgment of the Company, sufficient supplies of water are not available to meet existing and anticipated demands or to preserve and replenish water storage in amounts sufficient to provide fire protection, the Company shall have the right to restrict, limit, curtail or interrupt water service to any Customer or Customers. The Company shall not be liable for any damage by reason of any such restriction, limitation, curtailment or interruption.
3. During any period of Company imposed restricting or curtailing water service, the Company shall not supply new service or additional service to any Customer, except for residential Premises occupied for which application for service has previously been made.
4. When feasible, prior to the application of this rule, the Company shall use its best efforts to inform the public of the emergency nature of its water supply situation and request voluntary curtailment of water usage by all Customers.
5. The Company shall endeavor to maintain a supply of water to provide for the sanitary and health requirements of its residential and human needs Customers (hospitals, medical centers, nursing homes, and apartments) and its fire protection service. The Company shall first order curtailment of usage by all Customers for sprinkling, decorative fountains, swimming pools and other similar nonessential usage. Thereafter, the Company shall curtail or

limit on a pro rata basis water usage to all Customers whose average daily volume of water purchased during the preceding calendar year exceeded 100,000 gallons for any billing month during such period; provided, the Company reserves the right to order temporary, limitation or interruption of water usage for any Customer without regard to any Priority of Service when in its judgment such temporary, limitation or interruption is necessary to forestall injury to life or property. If any Customer fails to comply with any mandatory restriction, limitation or interruption of Service imposed under this paragraph (d), the Company may discontinue service to such Customer.

6. Company notice to Customers may be given by written notice or it may be given orally by any authorized agent of the Company. The notice shall be considered given when actually communicated in the case of oral notice or deposited in the United States Mail, if written.

U. Interruptions in Wastewater Service: Where Company finds that through no fault of the Customer the Customer's wastewater service is interrupted and remains out of service in excess of twenty-four (24) hours after the Customer has notified the Company of the interruption, the Company shall refund to that Customer the pro-rata portion of the month's charges for the period of days during which the service was not provided. The Company may refund the amount owed as a credit toward the Customer's subsequent bill for service.

V. Responsibility of Company

1. Under normal conditions of use of water, the pressure at a Customer's service connection shall be not less than twenty-five (25) psig. Pressure outside the limits specified will not be considered a violation when the variations: (a) arise from the action of the elements; (b) are infrequent fluctuations not exceeding five (5) minutes' duration; (c) arise from service interruptions; and (d) are from causes beyond the control of the utility.
2. The Company will undertake to use reasonable care and diligence to prevent and avoid interruptions and fluctuations in water service and to maintain reasonable pressure on the distribution system, but it cannot and does not guarantee to furnish at all times any given quantity for fire or general purposes or that interruptions or fluctuations in service will not occur. In the event there occurs any excess or deficiency in the pressure, volume or supply of water for any cause whatsoever, other than willful default or neglect on the part of the Company, the Company shall not in any way or under any circumstances be held liable or responsible to any person, firm, corporation or Governmental unit for any resulting loss or damage.
3. Unless due to willful default or neglect on the part of the Company, the Company shall not be liable for any damages resulting from the breaking of

mains or service pipes, interruption of the supply of water or cutting off water for necessary repairs or maintenance, or from any other act, omission or event.

4. 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 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.
5. The Company shall not be considered an insurer of property or persons. or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees only to furnish and provide such supply of water as shall then be available.

W. Ownership of Property

1. Water
    1. Unless otherwise agreed to, all pipe. fittings, equipment, Meters or other fixtures installed at the expense of the Company shall at all times be and remain the property of the Company and may at any time during reasonable hours be inspected by the Company and/or removed by it for repairs or replacements, or upon the Discontinuance of Service.
2. Sewer
    1. For Customers with gravity connections, the Customer shall own and maintain all piping within the Premises and exterior piping and service lines.
    2. For Customers with Grinder Pumps, the Customer shall own and maintain all piping within the Premises 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

Appendix A – Commercial Sewer Equivalent Residential Unit (ERU) Methodology

A.1 Purpose

This Appendix describes the methodology used to assign Equivalent Residential Units ("ERUs") for commercial sewer customers and is intended to provide a clear, detailed, and transparent explanation of how ERUs are calculated and applied. This Appendix identifies the sources used in developing ERU assignments and defines customer classifications in straightforward terms so that customers can understand the basis for their classification and associated billing.

A.2 Overview of ERU Methodology

Equivalent Residential Units are assigned to commercial sewer customers to express their relative expected contribution to the sewer system in terms comparable to a residential customer.

ERUs are determined using standardized wastewater design-basis criteria derived from the Tennessee Department of Environment and Conservation's Design Criteria for Review of Sewage Works Construction Plans and Documents, supplemented where appropriate by comparable state design guidance for facility types not expressly addressed in the Tennessee criteria.

Each residential sewer customer is assigned one (1) ERU, based on a typical residential design-basis flow of 300 gallons per day. Commercial sewer customers are assigned ERUs by converting typical design-basis wastewater flows into residential equivalents as described below.

A.3 Customer Classification and ERU Calculation

1. Information Used to Classify a Customer

   The Company assigns each commercial sewer customer to the classification that most closely reflects the customer's actual facility type and principal business use. In making this determination, the Company may use information provided by the customer, service applications, publicly available business information, property or facility records, site-specific information obtained during the ordinary course of providing service, and other reasonably available documentation concerning the nature and size of the facility.

   Relevant information may include, as applicable, the number of employees, seats, customers served, beds, dwelling units, fixtures, rooms, loading bays, or other design-basis units associated with the applicable customer classification.

2. Selection of Customer Classification

   The Company will compare the customer's principal facility use with the plain-language classifications listed in Section A.4. The classification that most closely corresponds to the customer's principal use will be applied. A customer will not be assigned to a classification based solely on the customer's business name or general industry description when reasonably

available information indicates that another classification more accurately describes the facility's use.

If a facility has more than one material use, the Company will evaluate the uses separately when the applicable design criteria provide different wastewater-flow assumptions for those uses. The Company may combine the resulting design flows before calculating the total ERU assignment.

If no listed classification reasonably describes the facility, the Company will identify the most comparable classification and design basis supported by the reference sources identified in Section A.6. The Company will document the basis for that determination and provide it to the customer upon request.

(c) Selection of Design-Basis Units

After selecting the applicable classification, the Company will determine the number of design-basis units attributable to the customer. The relevant unit depends on the classification and may include employees, seats, beds, dwelling occupants, customers served, or another measurable facility characteristic identified in Section A.4. The Company will use the best reasonably available information concerning the customer's facility. If necessary, the Company may request supporting information from the customer.

(d) ERU Calculation

The Company will multiply the number of applicable design-basis units by the wastewater flow assigned to that unit in Section A.4. The resulting estimated daily wastewater flow will be divided by 300 gallons per day, which represents one residential ERU:

ERUs = (Number of Design-Basis Units × Gallons Per Unit Per Day) ÷ 300 Gallons Per Day

This does not materially change the existing calculation. It fills the procedural gap identified by Commission counsel concerning how Limestone acquires the information and makes the classification designation.

A.4 Commercial ERU Reference Table

The table below summarizes the design-basis assumptions used to assign ERUs to commercial sewer customers. Each listed facility type represents a customer classification. These classifications are based on typical industry usage characteristics and are intended to clearly describe the basis for ERU assignment for similarly situated customers. Actual ERU assignments reflect the specific characteristics of each facility. Sources are listed in A.6 below.

Facility Type	Examples	Design Basis	Typical Flow (gallons per unit per day)	ERU Multiplier
Apartment House	Residential dwelling unit, apartment building, condominium, townhouse, vacation rental, or similar lodging facility used for residential occupancy. This classification includes long-term residential rentals as well as short-term rental properties such as Airbnb, VRBO, and similar vacation rental accommodations.	Person	50	0.17
Assembly Hall	Building primarily used for gatherings, meetings, banquets, events, or entertainment where seating capacity is the primary characteristic.	Seat	3	0.01
Automobile Service Station	Gas station, convenience store with fuel sales, vehicle repair shop, or similar automotive service facility.	Employee	12	0.04
Bar	Business primarily engaged in serving alcoholic beverages for on-premises consumption.	Employee	13	0.04
Church	Place of worship or religious assembly facility used for religious services and related activities.	Seat	3	0.01
Country Club	Private or membership-based recreational facility that may include golf courses, dining facilities, event spaces, or athletic amenities.	Guests	100	0.33
Department Store	Retail establishment offering a broad variety of merchandise departments under one roof.	Toilet Room	500	1.67
Hospital Mental	Facility providing inpatient mental health, psychiatric, behavioral health, or similar residential treatment services.	Bed	100	0.33
Hotel	Facility providing overnight lodging accommodations to transient guests.	Guests	50	0.17
Industrial Building	Manufacturing, processing, fabrication, warehousing, or industrial operations facility.	Employee	13	0.04
Office	Building or suite primarily used for administrative, professional, business, or governmental office functions.	Employee	13	0.04
Public Lavatory	Public restroom facility available for use by visitors, patrons, or the general public.	User	5	0.02
Restaurant - Short Order	Quick-service or limited-service food establishment where meals are prepared and served rapidly, typically with counter ordering and limited table service. Examples include fast-food restaurants, sandwich shops, delis, coffee shops, and take-out restaurants.	Customer	6	0.02
Restaurant - Bar	Establishment where the primary activity is the sale and consumption of alcoholic beverages, with food service being incidental or secondary. Examples include bars, taverns, pubs, lounges, and similar beverage-oriented establishments.	Customer	3	0.01
School - w cafeteria only	School facility that provides meals to students through a cafeteria but does not include gymnasium shower facilities. Examples include public and private schools with lunch programs where wastewater generation is	Student	15	0.05

	primarily associated with restrooms, handwashing, and food service activities.			
Shopping Center	**Multi-tenant retail development containing multiple stores or businesses operating within a common commercial center.**	**Employee**	**10**	**0.03**
Swimming Pool	**Public, private, or community swimming facility, aquatic center, or pool complex.**	**Employee**	**10**	**0.03**
Visitor Center	**Facility providing community information, exhibits, educational displays, community information, or visitor services.**	**Visitor**	**5**	**0.02**

A.5 ERU Review and Adjustment Process

A commercial sewer customer may request review of its assigned ERU classification by submitting a written request to the Company.

(a) Required Information

The request must include sufficient information to evaluate the customer's facility characteristics, which may include, as applicable:

- Facility type and business use;
- Relevant design-basis units (e.g., employees, seats, customers, fixtures); and
- Any supporting documentation reasonably necessary to verify the information provided.

(b) Company Review Process

The Company will review the submitted information and evaluate whether the assigned ERU reasonably reflects the customer's facility characteristics using the methodology described in this Appendix and the Commission-approved rate design framework. The Company may request additional information as needed to complete its review.

(c) Timing of Resolution

The Company shall resolve each complete ERU review request within forty-five (45) days of receipt of all necessary information.

(d) Application of Changes

Any approved change to a customer's ERU assignment shall be applied on a prospective basis only and shall not result in retroactive billing adjustments.

A.6 Reference Sources

The wastewater flow criteria used in this Appendix are derived from the following sources:

1. **Tennessee Department of Environment and Conservation, Division of Water Resources, *Design Criteria for Review of Sewage Works Construction Plans and Documents*, Chapter 2, Appendix 2-A, "Design Basis for Wastewater Flow and**

Loading, Typical Wastewater Flow Rates from Commercial and Industrial Sources," Effective July 20, 2020. The majority of the customer classifications and associated wastewater design flow assumptions contained in this Appendix are derived from this source.

2. **North Carolina Administrative Code, 15A NCAC 02T .0114, *Wastewater Design Flow Rates*, Readopted Effective September 1, 2018.** This source is used only for customer classifications not specifically addressed in the Tennessee Department of Environment and Conservation criteria and provides supplemental wastewater design flow assumptions where no comparable Tennessee design flow criteria exist.