August 4, 2015

VIA ELECTRONIC FILING
Jocelyn Boyd, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

RE: Village Overlook Condominium Association, Complainant/Petitioner v.
JACABB Utilities, LLC, Defendant/Respondent
Docket No. 2014-393-S
Application of Jacabb Utilities, LLC for Approval of a Contract with The Cliffs at
Mountain Park, LLC to Service The Cliffs at Mountain Park Development
Docket No. 2009-238-S

Dear Ms. Boyd:

As the record will reflect, I represent JACABB Utilities, LLC ("JACABB") in the above captioned
dockets. The Village Overlook Condominium Association ("VOCA") and JACABB have agreed
to settle their differences alleged in Docket No. 2014-393-S and Docket No. 2009-238-S. I would
herewith request that the South Carolina Public Service Commission ("Commission") approve the
parties' settlement (a copy of the settlement agreement is attached as Exhibit 1).

In summary, the settlement agreement provides that Wellsong Village, LLC ("Wellsong") has
agreed to accept responsibility for certain obligations, costs and fees which JACABB alleges
would otherwise have been the responsibility of VOCA and The Cliffs at Mountain Park, LLC.
JACABB and VOCA have agreed to special billing, notice and payment arrangements.

The tariff shall be amended (a tariff sheet is attached as Exhibit 2). The language in the
Settlement Agreement between JACABB and VOCA concerning special billing, notice, and
payment arrangements shall govern in the event of a conflict between the Settlement Agreement
and JACABB's Tariff.
JACAAB respectfully submits that the Commission approve the parties’ agreement without further hearing and issue its order approving the settlement agreement and tariff. If the parties or you have questions, please feel free to call on me.

Sincerely,

ELLIOIT & ELLIOTT, P.A.

Scott Elliott

SE/mlw

Enclosures

cc: John F. Beach, Esquire w/enc.
    Shannon B. Hudson, Esquire w/enc.
    Andrew M. Bateman, Esquire w/enc.
CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:


PARTIES SERVED:

Shannon B. Hudson, Esquire
Andrew M. Bateman, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201

John F. Beach, Esquire
Adams and Reese, LLP
1501 Main Street, 5th Floor
Columbia, SC 29201

PLEADING:
Correspondence regarding settlement agreement and tariff

August 4, 2015

Marcia W. Walters
Legal Assistant
BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

IN RE:
Village Overlook Condominium Association, Complainant/Petitioner v. JACABB Utilities, LLC, Defendant/Respondent
Docket No. 2014-393-S
Application of Jacabb Utilities, LLC for Approval of a Contract with The Cliffs at Mountain Park, LLC to Service The Cliffs at Mountain Park Development
Docket No. 2009-238-S

EXHIBIT 1
BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2014-393-S

IN RE: Village Overlook Condominium Association, Complainant/Petitioner v. JACABB Utilities, LLC, Defendant/Respondent

SETTLEMENT AGREEMENT

WHEREAS, the Village Overlook Condominium Association ("VOCA") is a homeowners association incorporated under the laws of the State of South Carolina and its membership, governance and authority are controlled by the master deed, bylaws, records on file at the Secretary of State and applicable law; and

WHEREAS, JACABB Utilities, LLC ("JACABB") is a privately owned utility engaged in the business of furnishing sewer service in Greenville County and in particular The Cliffs at Mountain Park development in Greenville County, subject to regulation of the South Carolina Public Service Commission ("Commission") pursuant to S.C. Code Ann. § 58-5-210, et seq.; and

WHEREAS, Wellsong Village, LLC ("Wellsong") is a limited liability corporation organized under the laws of the State of South Carolina for the purpose of, inter alia, ownership and development of certain real estate at or in The Cliffs at Mountain Park in Greenville County, South Carolina; and

WHEREAS, by Agreement dated April 24, 2009 (the "Agreement"), JACABB agreed to provide residential sewer service to VOCA at the Village Overlook Condominiums within The
Cliffs at Mountain Park development in Greenville County and VOCA agreed to pay for such service according to the terms of that Agreement; and

WHEREAS, a dispute has arisen between VOCA and JACABB with respect to certain sewer availability fees allegedly owed JACABB by VOCA and as a consequence VOCA filed a complaint before the Commission bearing Docket No. 2014-393-S seeking relief from any responsibility for payment of availability fees; and

WHEREAS, VOCA and JACABB have agreed to settle their differences alleged in Docket 2014-393-S; and

WHEREAS, Wellsong has agreed to accept responsibility for certain obligations, costs and fees which JACABB alleges would otherwise have been the responsibility of VOCA and The Cliffs at Mountain Park, LLC ("Developer"), in exchange for JACABB providing sewer service to certain property owned and under development by Wellsong at The Cliffs at Mountain Park development in Greenville County.

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

AS TO VOCA:

JACABB and VOCA agree as follows:

1. Although VOCA asserts it cannot develop property and does not own unused sewer capacity, VOCA nevertheless hereby relinquishes to JACABB whatever sewer capacity it is asserted VOCA may own. JACABB will have no responsibility to make additional sewer capacity available to VOCA and VOCA has no liability to JACABB for past, present or future availability fees.

2. The monthly rate for sewer service provided to each Village Overlook Condominium unit shall be $53.16. Although the Agreement provides that VOCA shall be responsible for all
sewer service charges (as opposed to sewer availability fees) owed JACABB, as a part of this settlement, JACABB voluntarily agrees to bill each of the twenty (20) Village Overlook Condominium owners individually for sewer service. Because there is one sewer connection to these twenty (20) Village Overlook Condominiums, VOCA shall remain liable for any sewer service charges that any of those twenty (20) individual condominium owners fail to pay in a timely fashion and JACABB shall retain all authority under its tariff, Commission Orders, rules and regulations and State law to collect delinquent sewer service charges from VOCA.

JACABB agrees to provide VOCA with notice of any individual condominium owner who is delinquent in paying his or her sewer service bill and will give VOCA thirty (30) days from such notice to pay any such delinquency prior to the imposition of late fees on the delinquent amount.

3. JACABB reaffirms its commitment to reduce sewer rates to $35.00 per month in the event the Developer or its successor increases the wastewater treatment plant capacity to 120,000 gallons per day as set out in JACABB's original agreement with the Developer dated March 3, 2009.

4. VOCA agrees to pay JACABB the lump sum of $7,500.00 in consideration for this agreement. JACABB agrees this payment does not establish or suggest VOCA’s liability and VOCA is making this payment in settlement of what VOCA asserts is a doubtful and disputed claim.

5. VOCA and JACABB for themselves, their successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, members, homeowners, heirs, assigns, agents and attorneys hereby release and forever discharge each other, their successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, members, homeowners, heirs, assigns, agents and attorneys from any and all known and unknown claims, disputes, demands,
debts, liabilities, obligations, contracts, agreements, causes of action, suits at law or in equity, for sewer availability fees, capacity fees, actual and punitive damages, economic loss, loss of use, property damage, attorney’s fees and/or costs of whatever nature, character or description, which the parties had, now have, or may have related to the dispute alleged in Docket No. 2014-393-S and/or any of the matters which arise out of, from, asserted in, or which could have been asserted in connection with the dispute, including without limitation any and all liability VOCA had, has, or may have to JACABB for past, present, or future sewer availability fees, and all interest, and/or penalties related thereto.

AS TO WELLSONG VILLAGE, LLC:

JACABB and Wellsong agree as follows:

1. JACABB hereby transfers to Wellsong 6,654 gallons per day sewer capacity. Wellsong agrees to pay JACABB availability fees going forward in the amount of $1,233.00 per month;

2. Wellsong agrees to pay a lump sum of $15,000.00 towards the accrued and past due availability fees JACABB asserts were owed related to The Cliffs at Mountain Park development;

3. Wellsong shall notify JACABB when a parcel of land is sold and Wellsong will notify its buyers of each parcel of their obligation to apply for sewer service. Should Wellsong sell its property at The Cliffs of Mountain Park development, a condition of sale shall include a transfer to its buyer of the responsibility for payment of availability fees for unused capacity;

4. Once a buyer has established sewer service with JACABB, Wellsong will no longer be responsible for the availability fee for the capacity necessary to serve that buyer;
5. An elder valve shall be installed for each new service connection at Wellsong’s buyer’s expense.

6. Wellsong and/or other developer requiring additional capacity shall pay all costs for upgrades to the wastewater treatment plant to increase treatment capacity for sewer service at The Cliffs at Mountain Park development. Wellsong will be responsible for all regulatory permitting and approvals, including the cost of permitting and approvals for any such wastewater treatment plant upgrade. Any upgrades to the wastewater treatment plant will be designed by Goldie & Associates, Inc. and constructed by Greenstone Construction, LLC. JACABB will not be responsible for any costs to upgrade the plant for any additional capacity.

7. Amendment No. One to agreements between Developer and JACABB and between VCOA and JACAAB filed with the Commission on August 25, 2014, will no longer be required because all available capacity will have been granted to Wellsong, and accordingly, JACAAB agrees to withdraw its application for approval of Amendment No. One.

8. The tariff shall be amended to provide that for new sewer service, an ERC shall be calculated using 360 gallons per day maintaining the rate of $53.16 per ERC. In addition, the tariff shall be amended to establish the following non-recurring charges for the service area at The Cliffs at Mountain Park development:

   a. Connection/Impact Fee - $800.00
   b. Tap Fee Inspection - $250.00
   c. Late Notice Fee - $15.00
   d. New Customer Account Charge - $25.00
   e. Return Check Fee - $30.00
   f. Reconnection Fee - $70.00
9. It is understood between JACABB and Wellsong that the parcel owned by William Marcus & Associates has no existing capacity and would be considered a new developer and would be responsible for any upgrade costs to increase the capacity of the WWTP. Any request for capacity from William Marcus & Associates will not impact the availability fees owed by Wellsong or Wellsong’s successor in interest.

10. Wellsong Village, LLC, The Cliffs at Mountain Park, LLC and JACABB for themselves, their successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, members, homeowners, heirs, assigns, agents and attorneys hereby release and forever discharge each other, their successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, members, homeowners, heirs, assigns, agents and attorneys from any and all known and unknown claims, disputes, demands, debts, liabilities, obligations, contracts, agreements, causes of action, suits at law or in equity, for sewer availability fees, capacity fees, actual and punitive damages, economic loss, loss of use, property damage, attorney’s fees and/or costs of whatever nature, character or description, which the parties had, now have, or may have related to the dispute alleged in Docket No. 2014-393-S and/or any of the matters which arise out of, from, asserted in, or which could have been asserted in connection with the dispute.

AS TO ALL PARTIES:

1. The parties agree that the Settlement Agreement herein shall be submitted to the Commission for approval within thirty (30) days of the parties’ agreement.

2. VOCA and Wellsong will execute all documents and make all lump sum payments to JACABB within 10 days of approval of this agreement by the Commission.
3. All remaining provisions of the agreement between VOCA and JACABB dated April 24, 2009, and the agreement between Developer and JACABB dated March 3, 2009, not modified by the terms herein, shall remain in full force and effect.

In executing the document below, the undersigned a duly authorized officer/Member/Manager herewith certifies that the legal entity he represents is in all respects lawful and in compliance with its Articles of Incorporation, Bylaws and operating memoranda and that the undersigned in compliance with said documents has the requisite authority to legally bind the legal entity identified below.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by and through their authorized representatives below.

[Signature pages to follow]
JACABB UTILITIES, LLC

By: [Signature]
Stephen R. Goldie, Managing Owner
The Cliffs at Mountain Park, LLC

BY: James B. Anthony, Its.
Village Overlook Condominium Association

BY: [Signature]

Its. [Signature]

President
Wellsong Village, LLC

BY: ________________
Tim Brown, Its, ___________________
BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

IN RE:
Village Overlook Condominium Association, Complainant/Petitioner v. JACABB Utilities, LLC, Defendant/Respondent
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EXHIBIT 2
Sewer Rates – The Cliffs at Mountain Park
Public Service Commission Docket No. 2014-393-S

1. **MONTHLY CHARGE:** $53.16 (per Equivalent Residential Connection)
   
   The monthly charges listed above are minimum charges and shall apply even if
   the equivalency rating is less than one (1). If the equivalency rating is greater than
   one (1), then the monthly charges may be calculated by multiplying the
   equivalency rating by the monthly charge then in effect.

2. **NONRECURRING CHARGES:**
   
   **Sewer Tap Fee Inspection:** $250.00
   
   **Plant impact fee per equivalent residential connection:** $800.00
   
   The nonrecurring charges listed above are minimum charges and apply
   even if the equivalency rating is less than one (1). If the equivalency rating
   is greater than one (1), then the proper charge may be obtained by
   multiplying the equivalency rating by the appropriate fee. These charges
   apply and are due at the time new service is applied for, or at the time
   connection to the sewer system is requested.

   **Notification Fee:** $15.00
   
   A fee of $15.00 shall be charged each customer to whom the Utility mails the
   notice as required by Commission R103-535.1 prior to service being
   discontinued. This fee assesses a portion of the clerical and mailing costs of such
   notices to the customers creating that cost.

   **Customer Account Charge:** $25.00
   
   A fee of $25.00 shall be charged as a one-time fee to defray the costs of initiating
   service.

   **Returned Check Fee:** $30.00
   
   A fee of $30.00 shall be charged for any check that is returned due to insufficient
   funds.

   **Reconnection charges:** $70.00
In addition to any other charges that may be due, a reconnection fee of $70.00 shall be due prior to the Utility reconnecting service which has been disconnected for any reason set forth in Commission R.103-532.4. If an elder valve has not been previously installed, the Utility will install an elder value and a reconnection charge of two hundred and fifty dollars ($250.00) shall be charged.

3. **BILLING CYCLE:**

Recurring charges will be billed monthly in advance of service provided. Nonrecurring charges will be billed and collected in advance of service being provided.

4. **LATE PAYMENT CHARGES:**

Any balance unpaid within twenty-five (25) days of the billing date shall be assessed a late payment charge of one and one-half (1½%) percent.

5. **SINGLE FAMILY EQUIVALENT AND EQUIVALENT RESIDENTIAL CONNECTION:**

A Single Family Equivalent (SFE) shall be determined by using the South Carolina Department of Health and Environmental Control Guidelines for Unit Contributory Loading for Domestic Wastewater Treatment Facilities -25 S.C. Code Ann. Regs. 61-67 Appendix A as may be amended from time to time.

Equivalent residential connection (ERC) relates types of commercial and public facilities to the average usage of a single-family residence. An ERC is used to calculate and impose wastewater capacity demand charges for a service connection and for calculating monthly wastewater charges. One (1) ERC is equivalent to one (1) SFE.

Where the Utility has reason to suspect that a person or entity is exceeding the design loadings established by the Guidelines for Unit Contributory Loadings for Domestic Wastewater Treatment Facilities, the Utility shall have the right to request and receive water usage records from that person or entity and/or the provider of water to such person or entity. Also, the Utility shall have the right to conduct an "on premises" inspection of the customer's premises. If it is determined that actual flows or loadings are greater than the design flows or loadings, then the Utility shall recalculate the customer's equivalency rating based on actual flows or loadings and thereafter bill for its services in accordance with such recalculated loadings.

6. **AVAILABILITY FEES:**

Developer Availability Fee: $1,233.00/month