



# Robert M. Klink

P.O. Box 271, Chattanooga, Tennessee, 37401-0271, Telephone 423 954 3000

**THIS TEN (10) PAGE DOCUMENT, PLUS ATTACHMENTS, WAS SENT  
VIA CERTIFIED MAIL # 7004 2510 0005 1343 5857 ON APRIL 4, 2007**

April 4, 2007

Mr. George McKinze, President  
Tennessee American Water Company  
P.O. Box 578  
Alton, IL 62002-0578

Tennessee American Water Company  
P.O. Box 70824  
Charlotte, NC 28272

Tennessee American Water Company  
1101 Broad street  
Chattanooga, TN 37402

06-00290

**RE: RESTATED PREVIOUS COMPLAINT REGARDING Account # 26-0084537-0**

Gentlemen;

We have, on March 20, 2007 received your Tennessee American Water (TAWC) letter dated March 12, 2007 (copy enclosed). The total lack of even a local return address on their letterhead seems to me to illustrate just how much TAWC is NOT in tune with, or desirous of being responsive to, the local community! That, in my opinion, is truly unfortunate, especially when you are now asking for authorization from TRA to extract great additional chunks of monies from the community for years and years to come!

Unfortunately, the summation set forth therein by TAWC's Rachel Bartley is quite an inaccurate summation of the conversation which I personally had with Rachel via telephone on March 8, 2007. The conversation with Rachel was quite similar to the previous one with Teresa, reportedly from George McKinze's office, wherein they each took the total attitude, from what I understand of the discussions with them, to be that

*TAWC can do no wrong and the customer is always to blame and liable for everything. Each time that I have talked with these TAWC office personnel relative to this matter, it has been the absolute worst customer services experience which I have ever seen or been involved! Unbelievable!*

We can only assume that TAWC's self laudatory letter is an attempt to persuade the Tennessee Regulatory Authority that TAWC is as good as TAWC says that they are. I now, after having enough experience with TAWC to know; 100% disagree. When I vigorously defended TAWC a few years ago against the proposed water utility takeover by the City of Chattanooga, as a then relatively new resident of Chattanooga, although I had previous experience with American Water Company, I obviously then did not have enough local experience as a utility consumer with the local TAWC to know how they handled system problems and complaints.

Now, based upon the intervening years of local experience with TAWC, *I openly and freely admit that I acted in haste and was totally in error in defending TAWC, and should have been fighting totally for the side of takeover by the City of Chattanooga, or, at the very least, another private or quasi public water company*, to totally assume the water utility in the Chattanooga area! In my opinion, based upon my subsequent local experience with the local TAWC, TAWC is arrogant, without integrity, complacent, willing to take advantage of their customers, willing to manipulate the facts to suit themselves, without loyalty, etc., etc., etc., with their granted "franchise" and, further, that the regulations under which they operate with the Tennessee Regulatory Authority are so antiquated and broad and have so few "teeth", that TAWC can do pretty well *whatever they want to do, with no reasonable accountability or liability whatsoever to those who "pay the bills"*; the consumer. Obviously, as I see the current situation, the people and customers of TAWC in the Chattanooga area have no protection whatsoever from any agency on their behalf.

So that there is no misunderstanding, I very much appreciate, and thank Jeff Watson of the TRA for doing the research, communication, and the investigative work he has done on this matter, however, from what I have seen to date, the TRA "regulations" have extremely few "teeth" and therefore extremely little protection for the customer. Were they in fact written under the direction of or with the assistance of TAWC, or after "political input", or "financial input" from TAWC or its parent company? After having dealt with other regulations of other states, in my opinion, the regulations of the State of Tennessee should be totally reevaluated and rewritten; this time by a consumer orientated group, and I suggest that be done ASAP. Some entity in a regulatory position needs to stand up for true consumer protection in Tennessee, and I see no entity effectively doing that right now.

In fact, based upon what I have now seen of this TAWC operation, I believe that their rates should be *reduced significantly*, at least until they can either be replaced entirely by another utility company, or alternatively get their house in order as a

significantly improved system provider, accountable directly to the water utility consumers in the Chattanooga area, which they are supposed to serve, and only upon adequate demonstrated knowledge that TAWC has learned and values what the term "Customer Services" actually entails (it seems to me that TAWC has totally forgotten that they are supposed to be a "SERVICE" company!). In my opinion, it is obvious that the only accountability of TAWC, at least in the Chattanooga area, is to the "bottom line profitability" to TAWC, American Water and RWE Group; consumer's be damned! I can certainly understand and appreciate the position I understand has been taken locally by local industry, the Chamber of Commerce and City of Chattanooga in being totally against this latest in water rate increases by TAWC. I hereby go on record as heartily agreeing with all who thoroughly oppose it! Our reasons should be by now obvious. If not, read on.

We now direct your attention to the specific matter of the leakage in our personal water line, as confirmed by TAWC to be covered by the water line insurance policy, which we had long ago filled out, accepted and sent in the offer, as received from TAWC (or its affiliate) relative to the water line insurance policy.

The referenced letter dated March 12, 2007 as signed by TAWC's Rachel Bartley is in error in several respects, including the following (however this list should be by no means construed to be totally inclusive of all of the misstatements, since it is not at all):

1. Rachel promised in that March 8, 2007 conversation that, as I requested of her, a copy of ALL records of this specific water service account would be sent along with her letter, and that it would take a few more days getting it out because of that. She took the time, but sent no copies whatsoever. That, yet again, to me, illustrates and furthers my opinion of the lack of operating integrity of TAWC;
2. Obviously, Rachel's summary of "Tennessee American records" do not tell the entire story, since even in reading her statement, the entire story is not there at all. We can only guess, as we have seen in TAWC's handling of this matter, that they seem only to tell what TAWC feels is beneficial to TAWC (Please again read the last line in Item # 1 herein above);
3. In the first paragraph of the second page, Rachel states "... you acknowledged that you do not have a copy of the application, ...". **That is simply not true.** What we did in fact state to Rachel was that we have not yet had an opportunity to go back through our files to look for a copy of that acceptance of the TAWC offer of protection, however we knew then and know now that we had accepted it in writing, and sent the required executed form in, along with our water payment. I asked Rachel, in our March 8, 2007 conversation to advise me of the exact date when the original water line insurance protection request went out. She told me that she would include that information in her letter to me. She did not! Unfortunately, we do not have the large and

costly staff of the TAWC with nothing to do but to have all of our costs paid by others, and to protect only our own interests. Of course, this incident alone tends to show that the current TRA and consumer regulations do not adequately protect the consumer at all. In fact, Rachel, in that March 8, 2007 conversation, freely admitted that it is entirely possible that, since the submission would have passed through several steps/hands; it could have gotten lost; it could have gotten misplaced or thrown away; or not properly input into the computers, either by TAWC or by its affiliate companies that handle the water line protection program; that in fact, none of us know accurately what happened. I agreed. Rachel also heard from me that we were not in the mode of protecting ourselves from TAWC *at that time*, since *at that time* we still had some trust in TAWC. That is no longer the case at all. As previously stated, *we have absolutely no trust whatsoever in TAWC at this time*, based upon their handling of this entire situation, and due to other matters of which we have become aware (Please again read the last line in Item # 1 herein above);

4. It seems that Rachel also conveniently forgot to include the fact that I stated that our written acceptance of the insurance program as offered was the important thing, and that, then and there caused the contractual agreement between us; with the failure of TAWC or their affiliates to properly handle it, not being a liability to us in any manner, shape or form; and whether they did or did not properly handle it, input it, or bill it to us as agreed, does not modify the fact that we had established an agreement when we accepted their bonafide offer in writing and properly forwarded it to them via the USPS (Please again read the last line in Item # 1 herein above);

5. Regarding the second paragraph, second page, of such letter, we again confirm that, on December 29, 2005, as stated by Rachel in her letter "... *The FSR was on your property on December 29, 2005 ... indicated that Tennessee American would send someone to fix the leak.*" That is a true statement. Your FSR further indicated to me in person at that time and on that date that we did have the leak protection plan and that was the basis of his statement that the leak would be fixed by TAWC. Apparently, as told to me by Rachel, the TAWC records do not deny that. Isn't it convenient how TAWC seems to manipulate what they sift and ascertain from the records to only state what they feel to be in their own best interests?(Please again read the last line in Item # 1 herein above);

6. Regarding the sixth paragraph, second page of such letter, YES, the personnel of the TAWC which were onsite did in fact install a freeze less hydrant on our side of the meter, at my request, when they reinstalled the meter. When my plumber dug up such line for repairs on March 13-14, 2007, he found that such freezeless hydrant was in fact split open because of freezing, probably since it was installed too close to the concrete block wall. We have saved that frozen, split open freezeless hydrant, as installed by TAWC employees, for the record, as being at least one source of the leakage. (Please again read the last line in Item # 1 herein above);



7. In the seventh paragraph, second page of such letter, TAWC states clearly what it will do. Wrong! TAWC did NONE of that which was stated at all! We, ASAP after my conversation with Rachel on March 8, 2007, on March 13, 2007, employed a plumber out to find the leak and make the repairs as directly instructed by Rachel at TAWC in such conversation, however when we called Rachel on March 13, 2007 for some minor assistance, having not yet received the March 12, 2007 letter from TAWC, we were told by Rachel that TAWC would not do anything whatsoever until at least three days had elapsed since they made the utility markings on the street, and that would be at least two or three more days. This was, in our opinion a ridiculous statement by TAWC, since what we were requesting was generally to have been done on our own property, not on the public right of way. (Please again read the last line in Item # 1 herein above). Faced with the probability of even additional expense of bringing the plumber back at yet another time, we decided to proceed, as recommended by the plumber, to minimize the overall costs of making this repair;

8. The last sentence in such seventh paragraph, second page of such letter, makes no sense to us whatsoever (Please again read the last line in Item # 1 herein above);

9. Near the end of each telephone call to TAWC, I asked both Teresa and Rachel if the telephone calls were being recorded by TAWC, and if so, I would like to have a copy of such recording. Unfortunately, for me, I was told by each of them that they were not recorded and that no calls were ever recorded by TAWC;

10. Etc., etc., etc.

When I personally called to the TAWC office on March 13, 2007 to hopefully get assistance from TAWC in tracing down this line with my plumber, in a mutually cooperative venture to get this matter finally resolved, I was told very arrogantly by Rachel that TAWC has no requirement to assist in this matter, and TAWC would neither come out to mark where the water line come into our property or assist in locating where it was on my property, so that the leak could be traced and evaluated. That total lack of cooperation from TAWC caused us to have the entire water line replaced, rather than just finding and repairing any leak which may have existed, obviously at a considerable additional expense. Our plumber stated to us that it was his recommendation, since otherwise the entire line would have to be located by digging it up and that it probably was partially or wholly under either the wall which was in place or partially or wholly under the sidewalk which also was in place, or possibly both, and that, if so, it would cost considerably more than replacing the entire line at a more open dig location, which we did. Once again, this outright refusal additionally added to our opinion of the extreme arrogance, lack of moral integrity, and total lack of cooperation of TAWC with its consumers (Please again read the last line in Item # 1 herein above).

The invoice in the amount of \$ 900.00 from our plumber U-1st Plumbing is attached hereto, as requested.

We had waited over one year for any repair response from TAWC to our December 28, 2005 complaint relative to the leakage and billing problems (which leakage was confirmed onsite by your TAWC FSR on December 29, 2005, by TAWC's own admission) prior to recently writing our letter to TAWC. We have impatiently but dutifully paid our TAWC water bills in the meantime (the latest one being noted as being paid under protest), even knowing that they were extremely high, based upon the fact that we needed the potable water in our home, and that we knew that we were told on December 29, 2005 by TAWC that TAWC would fix the leak and appropriately and fairly make the required adjustments and refunds to the billings, which obviously they did not, and now TAWC arrogantly states that they not only will not, but according to the TRA regulations, do not have to. We understand only too well that the "wheels" of private and public utilities sometimes turn very slowly. Unfortunately, the "slow turning wheels" of the utility usually demand that the consumer pick up all of the direct and indirect resultant costs of their laxity, slowness and possible incompetence, just as they are unfairly doing here, i.e., *The customer is always wrong/to blame/liable philosophy*, as clearly projected to me by both Rachel and Teresa in their recent telephone calls with me, and therefore, clearly understood by me as current TAWC philosophy.

Our plumber told us that the service coming off from the meter was only a 1/2" line even though we have been paying for a 5/8" meter/service since the date this service was initiated in our name in 1995.

This problem has been considerably and additionally exacerbated by the fact that the City of Chattanooga sewer billings (also collected by TAWC) are additionally calculated on the basis of the water billings, so the water billing errors are multiplied greatly as a total cost to us. This is yet in addition to the previous months in which we paid extremely high water and sewer bills because of the leakage in the system before the leak was finally confirmed by a TAWC FSR on December 29, 2005.

Not one person associated with TAWC ever informed us that we were not covered by the private water line insurance policy which we had, as set forth herein before, executed and sent in to TAWC, *until after* we wrote our letter to you, and then suddenly, on February 29, 2007 a TAWC lady FSR appears at our door to confirm that there was a leak in our line, and that we are not covered by the insurance policy! Interesting timing by TAWC!

Over this entire period of time, now for well over a year, this has cost us an estimated thousands of dollars vs. what we should have paid in both water and sewer bills, along with the repair bill in full, and we still believe and contend that TAWC is entirely responsible for reimbursing us for ALL such excessive payments.

As previously stated, *"Frankly, had we understood it (on December 29, 2005) to be our obligation to repair, we would have had it done yet that week that the previous TAWC repairman agreed that the line was leaking months ago, especially since the cost*

*of one months water bill to us for lost water would have greatly exceeded the estimated cost of the repairs!"*.

Relative to the nearly 20% increase in the water rates requested by TAWC for the Chattanooga area, we find that, under the existing conditions and history of TAWC, to be deplorable, especially considering when:

- the small *First Utility District of Knox County, TN* is able to supply their water customers for \$ 14.38 for the first 5,000 gallons per month, TAWC, American Water and RWE Group, with all of their world wide resources, their wide base and depth of customers, their supposedly advanced team of superior management, and their economies of the large scale operations in the world wide market, should not only be able to match, but provide to the Chattanooga consumers a much better rate, unless they have unduly burdened themselves with excess management, bureaucratic administrative staff, overly high salaries and benefits, overstaffing to cover their gaffs and backsides, excess profitability, etc., etc., which generally are seen to drive overhead up, while driving customer services in a downward direction over time;
- the small *Etowah, TN Water District* is able to supply their water customers for \$ 18.15 for the first 5,000 gallons per month, TAWC, American Water and RWE Group, with all of their resources, their wide base and depth of customers, and their economies of the large scale operations in the Chattanooga area, should be able to beat that monthly rate buy a mile;
- the small *Tennessee Water Districts of Athens Utility Board, Cleveland Utilities, Eastside, Hixson and South Pittsburg*, just to name a few, are all able to supply their water customers for an average of \$ 13.41 for the first 5,000 gallons per month, TAWC, American Water and RWE Group, with all of their resources, their wide base and depth of customers, and their economies of the large scale operations in the Chattanooga area, should be able to beat that average monthly rate buy a mile as well;
- the Annual Revenue of American Water has reportedly decreased from \$ 2,282,000,000 in 2003 to \$ 1,759,900,000 in 2005, a decrease of approximately 23%, one has to wonder if other areas are dropping American Water as their water provider, and if so, WHY?;
- there are plenty (approximately 19) of potential alternative water providers that are competitors to TAWC and American Water, including United Water, Aqua America and Veolia Environmental, just to name a few;
- the Tennessee Attorney General's Consumer Advocate, after their reviews, reportedly recommends a 1% DECREASE in TAWC water rates vs. the nearly

20% increase in water rates as currently requested by TAWC; and

- *"The Mission of the Tennessee Water Authority is to promote the public interest by balancing the interests of the utility customers and providers while facilitating the transition to a more competitive environment."* (taken from the TRA annual report).

Obviously, based upon what I have seen of the TAWC operations in the Chattanooga area, I personally believe that the customers of TAWC are being grossly taken advantage of by TAWC, and I certainly do not believe that TAWC deserves even a one percent increase in rates, much less nearly the 20% increase for which they are now seeking!

Did TAWC attempt to *"make their case"* for a nearly 20% water rate increase by:

- the Tennessee American Vice President and General Manager, John Watson, (as reported by the Chattanooga Times Free Press Newspaper) apparently failing to make valid *"apples to apples"* comparisons of monthly rates of similar size and type of water utilities vs. making comparisons to dissimilar utilities when presenting the TAWC proposal to the local public governmental bodies? *If so, we can only guess it was to make their numbers "look better", rather than being objective and forthright, but it seems to us to be a direct slap in the face of the intelligence of the local consumers who certainly know that a water utility the size of the one in Chattanooga should operate on a much more economical basis per gallon produced than a smaller water utility the size of Hixson, TN. Would it not be more rational and appropriate to compare Chattanooga's water rates with those of Knoxville/Knox County, Nashville, Memphis, Birmingham and other similar sized communities, who enjoy a much better economy of scale?*

- the local Tennessee American Vice President and General Manager, John Watson, (as reported by the Chattanooga Times Free Press Newspaper) making a direct public comparison (as reported in the Chattanooga Times Free Press Newspaper on April 1, 2007) of TAWC per gallon water costs to the per gallon costs of Jack Daniels Whiskey? *That, to me, is outright laughable, as well as being totally pathetic! Not all of us use Jack Daniels whiskey as water! Once again, this, to me, illustrates and emphasizes to me the frivolity in the TAWC, the TAWC perceived ignorance of the Chattanooga area general public, along with the total disregard of reality of the needs and concerns of and costs to the local consumers!*

Back to our specific situation with the water leakage, what TAWC has still NOT done in the manner of customer service and consumer protection thus far relative to this matter on this account is still NOT appreciated at all! Your immediate attention to and



*appropriate, equitable, fair and immediate total resolution of this matter will be greatly appreciated.*

*In the meantime, by copy of this letter, I am additionally requesting that the Tennessee Regulatory Authority and the Tennessee Consumer Protection Agency:*

- further investigate and act on this matter to assist us in its appropriate, equitable, fair and immediate total resolution, considering the exact circumstances of the matter;*
- determine how rules and regulations need to be reevaluated and rewritten to prevent, in the future, consumers from being taken advantage of, in this or any other manner, by TAWC or any private utility in the State of Tennessee;*
- insert a copy of this letter in the public comments of the hearing for this TAWC requested water rate increase, with such comments to be considered by the hearing officer(s) in this matter;*
- absolutely and totally turn down any and all water rate increases at this time, as requested by the TAWC in the Chattanooga, TN area;*
- prior to this hearing, please contact me for possible verbal testimony on this requested rate adjustment (2006 Docket # 00600290) when such hearing takes place, which we understand will be held in Chattanooga on April 17, 2007; and*
- establish a permanent position of a "Consumer Ombudsman" with significant authority, as other states and communities have, to serve and act on individuals and small companies behalf, to "level the playing field" between the utility and the private individual/small company; a concept as provided in the TRA Mission Statement.*


*OBVIOUSLY, in order to comply with the Mission Statement of the TRA, something MUST be done, at least in Tennessee, to "level the playing field" between the TAWC, as a part of the gigantic American Water Company and RWE Group with their large worldwide staff of employees and attorneys, all paid for both directly and indirectly by the consumer (and mounted directly on the backs of the individual consumer by inappropriate, ineffective, state adopted regulations which do not effectively protect the general public (as they are supposed to) , and the individual consumer who "gets and pays for all of the bills", with no where to turn for either assistance or firm resolution. Obviously, it does not seem to come from the Utilities themselves!*

*Additionally, by copy of this letter, I request of the TRA that the TRA very openly and very publically announce and advertise via Radio, TV and open News distribution*

*networks (not just hiding it in the legals section, which most people do not read) the Rate Hearing Amount (in monthly dollars per average user, in percentage increase for each average user, and in total additional annual revenue anticipated to be collected annually from all of the customers of TAWC; the community served), The Purpose, The Date, The Time and The Specific Location locally in the Chattanooga area, inviting all persons and entities to come in and state their case relative to such TAWC requested water rate increases. As interested as I am personally, I understand that it will be on April 17, 2006, however I have not yet learned of the exact time and location. I well understand that sometimes the regulators and those being regulated sometimes get together and make "public hearings" very inconvenient to the public for their participation. How sad that is, when a so called "open public hearing" is supposed to be for open public input! We trust that will not be the case in this matter! We congratulate the TRA for holding this hearing in Chattanooga!*

*We suspect that there will be lots of public participation in this matter.*

Sincerely,



Robert M. Klink

cc:

Mr. Jeff Watson, Consumer Services Division, Tennessee Regulatory Authority  
Mary Clement, Director, TN Division of Consumer Affairs  
Sara Kyle, Chairperson, Tennessee Regulatory Authority, RE: 2006 Docket # 0600290  
City of Chattanooga  
County of Hamilton  
legal counsel  
file

bcc:

(see file)

attachment:

3/14/07 Plumber's Invoice  
3/12/07 TAWC letter

# STATEMENT

(423) 899-1210  
U 1st PLUMBING & HEATING  
3423 BANKS RD  
CHATTANOOGA, TN 37421

No.

DATE:

TO:

Robert Klink.

2013 Morris Hill Rd.

Chatt. TN.

316-0400

AMOUNT REMITTED

DETACH AND MAIL WITH YOUR REMITTANCE. YOUR CANCELLED CHECK IS YOUR RECEIPT.

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
		PREVIOUS BALANCE ►		
3-14-07	Customer complained of a water leak. - I closed the valve supplied to the house. - Found the meter still running. - Dug up both ends of the water line --- NO Leaks. - I replaced the water line and put the meter back in service, and the dial stopped. NO Leaks Now.			
				\$900.00

Adams  
NC 2583

Statement

Thank You

March 12, 2007

Robert Klink  
P. O. Box 271  
Chattanooga, TN 37401-0271

RE: Account # 26-0084537-0

Dear Mr. Klink;

I received your letter to Tennessee American Water dated January 17, 2007 along with one to Tennessee Regulatory Authority dated February 19, 2007 and would like to take this opportunity to document the conversation with you on Thursday, March 8, 2007.

The following items summarize Tennessee American records:

- You have been a resident responsible for the water service at 2013 Morris Hill Road since September, 1995.
- Tennessee American received an inquiry from you regarding a high bill issue on December 28, 2005.
- A field service representative visited the premise to verify the reading on December 29, 2005. The reading was verified with notation that there was a leak in the yard.
- There was no further contact between you and Tennessee American until the letter dated January 17, 2007.
- In response to your written correspondence, a Field Service Representative (FSR) was dispatched to the premise on February 19, 2007, to verify the meter reading and check for a leak at the meter. The FSR documented in the field notes that the customer thought they were on the water line protection plan, (a service offered to residential water utility customers to provide a convenient and cost effective solution for making leak repairs to private, customer-owned service lines between the home and the meter). The customer also indicated to the FSR that Tennessee American checked the meter eight months prior and the meter registered movement when the main cut-off valve inside the house was turned off, which indicates a service line leak. There was movement on the meter at the time of the visit on February 19, 2007.

During our telephone conversation on March 8, 2007 you reported that sometime prior to the contact of December, 2005, you received information in the mail regarding an offer of "Water Line Protection Plan" which you returned along with a regular water service payment of your water bill. On that form you indicated that you desired the water line protection plan.



There is no record of receipt of this request, nor was it processed by American Water Resources. Further, you acknowledged that you do not have a copy of the application, you have not received a confirmation letter from American Water Resources certifying enrollment in the service plan and that you have not been billed a monthly charge for the service with the regular water bill, nor did you pay for the service in advance.

However, you are of the opinion by completing and returning a form indicating your desire to enroll for this service, coverage under the plan should be provided even though there has been no payment for the service plan. You stated your position is further supported when the FSR that was at your property on December 29, 2005 allegedly, indicated Tennessee American would send someone to fix the leak. This conversation is not documented in the field notes recorded by the FSR; only the notation that "a leak was in the yard."

To reach resolution regarding the high bill, you were advised to have the leak repaired and provide a statement verifying the repairs in accordance with The Rules, Regulations and Conditions for water service of Tennessee American Water as approved by the Tennessee Regulatory Authority.

Rule 6.7 "The Customer's Service Pipe shall be installed and maintained by the Customer, free from leaks and other defects, at this own expense and risk, and for failure to do so, water service may be discontinued."

Rule 11.2 "An adjustment will be given only after the Customer has corrected the condition and verification has been presented to the Company that proper repairs have been made."

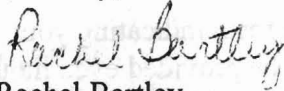
At the close of our conversation, you asked if it was understood that Tennessee American put in a shut off valve at the meter setting when the meter was changed several years ago. You were of the opinion this is where the current leak is located. We have researched our records, as promised, and find no record of repairs to the meter setting. The meter was last changed in May, 2003 and the records indicate a request to investigate a leak at the meter was made when discovered by your plumber.

In response to this additional information, Tennessee American will excavate the service to determine if there are any hidden leaks below the meter box or anywhere between the meter and the demarcation point for your private service line. A request is being submitted to Tennessee One Call for utility locates and this process typically takes three (3) working days. Once these become active we will excavate the site and expose the meter setting and pigtail (the short section of pipe between the meter and demarcation point for the customer's private service line). In the interest of bringing closure to your claim regarding a leak on our facilities, it would be beneficial, and is recommended, you be present to witness the findings.

Please contact me to schedule a date/time during daytime work hours to meet a crew at your residence. The results of the leak investigation from the meter box to the point where your service line ties onto the pigtail will be the basis for "next step" action.

I look forward to hearing from you.

Sincerely,



Rachel Bartley  
Network Supervisor  
Tennessee American Water

cc: Tennessee Regulatory Authority  
Attn: Jett Watson, Investigator