

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:)
PETITION OF INTEGRA WATER TENNESSEE, LLC)
FOR A CERTIFICATE OF PUBLIC CONVENIENCE) Docket No. 17-0014
AND NECESSITY AND AUTHORITY TO CHARGE)
RATES IN CASEY COVE SUBDIVISION)
LOCATED IN DEKALB COUNTY, TENNESSEE)

**PETITIONER'S RESPONSES TO OCTOBER 25 LETTER OF THE CONSUMER
PROTECTION AND ADVOCATE DIVISION**

By letter on October 25, 2017 (and supplemented on October 26) the Consumer Advocate sought clarification on a number of Integra Water Tennessee LLC's (hereinafter "Integra") responses to the Consumer Advocate's discovery requests:

Integra hereby responds to that letter as follows:

- **Request #2-17.** Integra provided no response to 2-17d in which the Consumer Advocate requested an explanation of how the New Account Fee is "calculated and determined". The Consumer Advocate requested the basis and support for this fee. Please provide a response to #2-17d.

Response. The application fee is a standard fee Integra Water has adopted in other territories and is meant to cover customer service department time to set up a new account and field techs time and travel to turn on service at the residence. Integra Water charges between \$75-\$45 in Alabama and \$20 in North Carolina and we are requesting \$20 for Tennessee. The process to set up a new account requires fielding phone calls, directing new account to where the website to access the application, informing new account how to fill out the application, informing new account how send back application via email, fax or photo from smart phone. Once customer service has the application they have to input the information into our computer system, set up a service order informing the field tech to turn on service at the new residence and coordinate with field tech to be sure service is active by the requested date of the new account. The process takes several hours, and Integra maintains that the \$20 is appropriate to cover the time it takes customer service to set up a new account.

- **Request #2-22.** Integra provided no response to #2-22a-b in which the Consumer Advocate requested an explanation for the change in the late fee from 1% to 10%, a list of late fees Integra assesses in other states and explanation for the differences of late fees between states. Please provide a response to #2-22a-b.

Response. The late fee should be 1%. The 10% was inputted in error. The 1% late fee is what Integra Water has adopted in North Carolina per North Carolina rule and is what we are requesting for Tennessee. Integra files the attached supplemental tariff to reflect this change.

- **Request #2-23.** Integra provided no response to #2-23a-c in which the Consumer Advocate requested an explanation of how Integra calculated and determined the 1% late penalty charge in the Initial Petition and the 10% penalty charge in the Second Amended Petition and Amended Tariff. Further, the Consumer Advocate requested the basis and

support of the late penalty charge of 10% in Tennessee and 1% in North Carolina.. Please provide a response to #2-22a-c.

Response. NCUC Rule R12-9 specifies not more than one percent (1.0%) per month will be applied to the unpaid balance of all bills still past due 25 days after billing date. Per this North Carolina rule Integra Water charges 1% late fee in North Carolina and Integra is requesting the same 1% late fee in Tennessee.

- **Request 2-25.** Integra states that it appears this request is the same as CPAD #2-17. The Consumer advocate agrees there is one duplication in #2-17 and #2-25 and it is the request on how the fee is "calculated and determined" and the request for the basis and support for the fee. The Consumer Advocate apologizes for any confusion this duplication may have caused. However, Integra provided no response to this specific request in #2-17d and provides no response in #2-25a. Additionally under #2-25, the Consumer Advocate requested Integra to identify other states that it assesses this New Account Fee, the fees in each of those states, and an explanation of the difference in this fee between the states. Integra has provided no responses to these requests. Please provide a response to #2-25b-c. If Integra provides a response to #2-17d, it does not need to duplicate the response in #2-25a.


Response. Integra incorporates its response to Request 2-17 above into its response to this Request.

The Consumer Advocate seeks clarification of whether the New Account Fee listed in the Initial Petition at Addendum 1, #19 the same as the "Application Fee" of \$20 listed in the Amended Tariff Attachment to Integra's Response to the Consumer Advocate's Discovery Request? The Consumer Advocate is seeking clarification since different terminology is being used for a \$20 fee.

Response New Account Fee and Application Fee are one in the same. Moving forward Integra will use the terminology of Application Fee which is how it is stated in the tariff.

Date: November 2, 2017

Respectfully submitted,

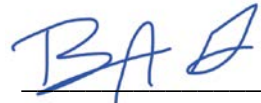


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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent by U.S. Mail, postage prepaid and electronic mail on November 1, 2017 to the following:

KAREN H. STACHOWSKI, B.P.R. # 019607
Assistant Attorney General
Office of the Tennessee Attorney General
Public Protection Section
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, Tennessee 37202
(615) 741-2370
Email: karen.stachowski@ag.tn.gov



Benjamin A. Gastel

TARIFF OF

INTEGRA WATER TENNESSEE, LLC

SCHEDULE OF RATES, TERMS AND CONDITIONS
FOR
WASTEWATER SERVICE
FOR CASEY COVER SUBDIVISION

Issued by: **INTEGRA WATER TENNESSEE, LLC**

Address: **600 UNIVERSITY PARK PL STE 275**
 BIRMINGHAM, AL 35209-6789 USA

Issue Date:

Effective Date:

TABLE OF COTENTS

<u>Section No.</u>	<u>Name</u>	<u>Section Page(s)</u>
	Title Page	
	Table of Contents	
	Schedule of Rates and Charges	
	Rules and Regulations	
	1. Purpose	
	2. Definitions	
	3. Authorization of Rules and Regulations	
	4. Application and Contract	
	5. Customer Duty and Responsibility	
	6. Company Contact	
	7. Billing and Payment	
	8. Disputed Bill	
	9. Nonpayment Penalties	
	10. Credit/Debit Card Use Fees	
	11. Alternate Address Notification	
	12. Disconnection of Service	
	13. Change in Ownership, Tenancy Service	
	14. Customer's Statement of Rights and Responsibilities	
	15. Construction Standards	
	16. Inspection	
	17. TPUC Regulations	

Schedule of Rates and Charges

Residential Monthly Wastewater Service: \$90 per month
All residential customers

Miscellaneous Charges:

Application Fee	\$20
Reconnection Charge	\$100
Late Payment Penalty	1 % per month
Credit Card Convenience Fee	\$2.95/transaction for bill \$0-\$49.99 \$3.50/transaction for bill \$50-\$149.99 2.75%/total amount for bill over \$150
Security Deposit	1x the monthly wastewater service charge

No other charges or fees of any other type by whatever name can be charged to any customer without the prior approval of the TPUC.

RULES AND REGULATIONS

1. Purpose

The general purpose of these rules and regulations are to establish procedures for furnishing wastewater service on a uniform basis to the customers within the service area boundary of Integra Water Tennessee, LLC.

2. Definitions

- A. Company – shall mean Integra Water Tennessee, LLC
- B. Customer – shall mean any person who receives wastewater service from the Company.
- C. Commission – shall mean the Tennessee Public Utility Commission.
- D. Residential Service – shall mean the provision of wastewater service to a customer whose primary use is for a customer's personal dwelling or residence.
- E. Commercial Service – shall mean the provision of wastewater service to a customer whose primary use is other than residential service.

3. Authorization of Rules and Regulations

Integra Water Tennessee, LLC, a corporation organized and engaged in business as a wastewater public utility in the state of Tennessee under a Certificate of Convenience and Necessity approved by the Tennessee Public Utility Commission on _____, 2017 under Docket No. _____.

4. Application and Contract

Each customer will complete an application for wastewater service in the form attached as Exhibit A. A customer may be asked to provide a security deposit of no more than 1 times the monthly scheduled tariff charges if they are not able to provide evidence they have previously received utility services for a period of 12 months with timely payments or they are a service member of the armed forces. The security deposit shall be held in an escrow account and returned to the customer at the end of 12 months of service with timely payments.

5. Customer Duty and Responsibility

- A. Each customer shall have the duty to maintain their wastewater system on the customer's side of the wastewater connection. Failure to properly maintain service lines may result in temporary suspension of wastewater service after proper notice and an opportunity to respond.
- B. Each customer shall have the responsibility to promptly notify the Company of any and all service interruptions, unexpected odors and leaks of the system for which the customer becomes aware.

6. Company Contact

- A. The Company's company customer contact information is listed here and Company representatives shall be available Monday – Friday from 8 a.m. to 5 p.m. local time (Central Time Zone) of the customers to respond to customer inquiries.

Customer Service
600 University Park Place Suite 275
Birmingham, AL 35209-6789 USA
Phone: 877-511-2911
Email: info@integrawater.com
Website: www.integrawater.com

- B. The Company's Emergency Contact is listed here for customers to report emergency situations such as service interruptions, odor issues and leaks in the system. The number shall be answered 24 hours per day 7 days a week by a live person. The number shall appear on all communications with customers including billings:

Customer Service
600 University Park Place Suite 275
Birmingham, AL 35209-6789 USA
Phone: 877-511-2911

7. Billing and Payment

- A. Bills cannot be paid in person.
- B. Consumers may pay bills by check, auto draft, over the telephone or online.
- C. Bills for monthly wastewater service will be mailed to the customer during the first week of each month for the wastewater service for that month's service.
- D. In addition to three days allowed for mailing of the bills, customers shall have at least 14 days additional days after the mailing of the bill to remit their payment for the particular month's service.
- E. Wastewater bills shall be paid by the due date on the bill. The due date shall be at a minimum 17 days after mailing of the bill by the Company.
- F. When the due date for a bill falls on a weekend or holiday, the due date shall be the next business day.

8. Disputed Bill

In disputing a period billing statement, a customer shall first try to resolve the issue by discussion with the Company's personnel. The Company's personnel shall investigate the disputed issue and shall try to resolve that issue by negotiation. If the negotiation does not resolve the dispute, the account holder may obtain informal review by contacting the Consumer Services Division and formal review with the Public Service Commission. While an account holder is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted if amounts not disputed are paid when due.

9. Nonpayment Penalties

- A. A penalty of 1% of the monthly charges shall be due after the 25th day after the date on the bill. Thereafter, after 3 days and notice and an opportunity to respond is provided to the customer, the Company may disconnect the customer's service.
- B. A fee of \$100 will be charged for reconnection of service.
- C. The Company may permit the customer to make payments to bring their account current including the costs of the disconnection and re-connection fees for a period of up to 5 month billing cycles. Service shall be promptly turned back on again upon payment of

the charges or payment of the first payment by the customer arranged payment plan to the Company.

- D. If the customer is a member of the armed services on active duty, the Company will comply with state and federal law regarding collection from active duty service members before disconnecting service.

10. Credit/Debit Card Use Fees

The Company will clearly and conspicuously advise its customers of the fact it charges a fee to pay the customer's bill by debit or credit card on its bills and it shall be a separate clearly delineated charge. The notice shall include the amount of the fee and methods of payment available to the customer without having to pay the fee. The Company's website shall also include the notice.

11. Alternate Address Notification

Customers may provide an alternate address for notification for potential disconnection that will also receive any required notices of disconnection. In addition during the initial application for service of process, the customer will be notified at least twice a year of this option on the monthly bills along with the address and telephone number to contact to add the additional address. The Company's website shall also clearly and conspicuously disclose how to add an alternate address notification to the customer's account.

12. Disconnection of Service

After notice and an opportunity to be heard is given to the customer, service under any customer contract may be discontinued if the following reasons exist:

- A. Nonpayment as set forth in this tariff.
- B. Material misrepresentation on an application.
- C. For modifying or repairing any Company property without Company permission.
- D. For intentionally damaging any service pipes or Company property.
- E. Abandonment or vacating the premises for more than 30 days without notice to the Company and nonpayment as set forth in this tariff.

13. Change in Ownership, Tenancy Service

A new application and agreement must be made and approved by the Company on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.

14. Customer's Statement of Rights and Responsibilities

The Company will provide a copy of the "Customer's Statement of Rights and Responsibilities"

when sewer service is extended to an account holder, annually, and upon first notice of an impending service disconnection.

15. Construction Standards

Within 10 days of a written request, the Company shall provide copies of its required construction standards at no costs. The standards shall also be filed with the TPUC and any updates provided within 10 business days of becoming effective to the TPUC.

16. Inspection

All pipes, valves and fixtures of the Company shall be subject to inspection by the Company or its duly authorized agent during reasonable hours and times.

17. TPUC Regulations

The Company in its operation shall comply with all the applicable rules and regulations promulgated from time to time by the TPUC.

STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES

The Tennessee Utility Commission has established rules about utility/consumer/ company relationships. These rules cover customer relations, customer billing, reconnection, service disconnection and other matters. These rules assure Customers of certain rights and outline Customer responsibilities.

Customer Rights. The Company will:

- Provide service if you are a qualified applicant.
- Follow specific procedures for service disconnection.
- Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home.
- Give you written information about Commission rules and your rights and responsibilities as a Customer under those rules.

Customer Responsibilities. You, the Customer will:

- Use services safely and pay for them promptly.
- Contact the Company when you have a problem with payment, service, safety, billing, or customer service.
- Notify the Company about billing or other errors.
- Contact the Company when you anticipate a payment problem to attempt to develop a payment plan.
- Notify the Company when you are moving to another residence.
- Notify the Company about stopping service in your name or about stopping service altogether.
- Permit access for essential Company personnel and equipment.

To contact the Company, call the telephone number shown on your utility bill.

If you have a problem, call the Company first at

Customer Service
600 University Park Place Suite 275
Birmingham, AL 35209-6789 USA
Phone: 877-511-2911

If you cannot resolve the problem you may obtain contact the Consumer Services Division of the Tennessee Public Utility Commission at the following

Telephone number: (615) 741-2904

Facsimile: (615)741-8953

Mailing Address: 502 Deaderick Street, 4th Floor, Nashville, TN 37243

Website Address: <http://www.tn.gov/tpuc/article/csd-online-utility-complaint-form>