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

**TN PUBLIC UTILITY COMMISSION
DOCKET OFFICE**

IN RE:)
PETITION OF INTEGRA WATER TENNESSEE, LLC)
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND)
NECESSITY AND AUTHORITY TO CHARGE RATES IN)
CASEY COVE SUBDIVISION LOCATED IN DEKALB)
COUNTY, TENNESSEEE)

Docket No. 17-00014

**THIRD AMENDMENT TO PETITION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY BY
INTEGRA WATER TENNESSEE, LLC**

On February 7, 2017, Integra Water Tennessee, LLC ("Integra Water" or "Petitioner"), by and through its undersigned counsel, filed a petition with the Tennessee Public Utility Commission ("TPUC") for a Certificate of Public Convenience and Necessity and Authority to Charge Rates in Case Cove Subdivision Located in Dekalb County, Tennessee.

The original petition requested a flat rate monthly rate of \$60 per residential unit. On May 18, 2017, Integra Water requested to amend the Petition to request a rate of \$90.

Following discussions with the Consumer Advocate Division and TPUC Staff, Petition agreed to seek a new rate of \$82 per residential unit per month. Petition also agreed to adopt a System Access Fee of \$84 per year.

A proposed tariff reflecting these changes is included with this Third Amended Petition.

WHEREFORE, PREMISES CONSIDERED, Integra Water prays:

1. That the TPUC issue a Certificate of Public Convenience and Necessity to operate the Casey Cove Subdivision wastewater treatment facility;
2. That the TPUC approve a tariff to be filed by the Petitioner with a flat rate monthly rate of \$82 per residential unit;
3. That the TPUC approve the Second Amended Tariff to be filed by the Petitioner with a Reconnection Charge of \$100;

4. That the TPUC approve a tariff to be filed by the Petitioner with a Late Payment Penalty of 1% per month;
5. That the TPUC approve a tariff to be filed by the Petitioner with a Security Deposit of 1x the monthly wastewater service charge;
6. That the TPUC approve a System Access Fee of \$84 per year;
7. That the TPUC approve the rules and regulations for service in the tariff; and
8. That the TPUC grant the Petitioner any other relief to which it is entitled.

Date: June 5, 2018

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 June 5, 2018 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

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DOCKET OFFICE

TARIFF OF
INTEGRA WATER TENNESSEE, LLC

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

Issued by: INTEGRA WATER TENNESSEE, LLC

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

Issue Date:

Effective Date:

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EXHBIT A

Schedule of Rates and Charges

Residential Monthly Wastewater Service:

All residential Customers \$82 per month

Miscellaneous Charges:

System Access Fee \$84 per year

Application Fee \$20

Reconnection Charge \$100

Late Payment Penalty 1 % per month

Return Check Fee \$23.50 per check

Credit Card Convenience Fee \$2.95 for each transaction for bill \$0-\$49.99
\$3.50 for each transaction for bill \$50-\$149.99
2.75% of the total amount for bill over \$150

(only one credit card convenience fee can be charged per bill)

Refundable Security Deposit 1 multiplied by 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.
- F. Consumer Advocate – shall mean the Consumer Protection and Advocate Division of the Tennessee Attorney General's Office.

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 Commission on December 12, 2017 under Docket No. 17-00014.

4. Application and Contract

Each Customer will complete an application and contract for wastewater service in the form attached as Attachment 1. A Customer may be asked to provide a security deposit of no more than 1 times the monthly scheduled tariff charges unless 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 automatically 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 his/her/its 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 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—Emergency Contact
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. Customers 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 state or federal 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 Customer may obtain informal review by contacting the Consumer Services Division for a formal review with the Commission. While a Customer is proceeding with either informal or formal review of a dispute, no termination of service shall be permitted if any 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. This penalty shall be calculated as simple interest and not compounding interest. 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 his/hers/its account current including the costs of the late penalties, 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 alternative contact and 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 contract 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 consistent with the Disconnection of Service section of this Tariff.

14. System Access Fee

A System Access Fee will be charged in advance for the upcoming year. Potential purchasers of property parcels will be notified of this fee prior to purchase. The owner of each property parcel which is provided a tap or the availability of a tap, when the system is built, will be required to pay a System Access Fee of \$84.00 per year. This fee will be billed and payable semi-annually. Owners of record as of June 1st will be billed for one-half of the total System Access Fee or \$41.00 in June, and owners of record as of December 1st will be billed for one-half of the total System Access Fee or \$41.00 in December. As each customer connects to the sewer and signs up for service, he/she will be credited on a pro-rated basis until that time. Thereafter, the System Access Fee will not be charged. Any System Access Fees not used within the paid year will be credited to the monthly billing for permanent service.

15. 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 a Customer, annually, and upon first notice of an impending service disconnection.

16. 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 Commission and any updates provided within 10 business days of becoming effective to the Commission.

17. 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.

18. Commission Regulations

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

STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES

The Tennessee Utility Commission has established rules about utility/customer/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 before your service is disconnected.
- 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 contact the Consumer Services Division of the 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>

