



AquaGreen  
Utility Inc.

May 15, 2020

Docket Manager  
Public Utility Commission  
502 Deaderick Street 4th floor  
Nashville, TN 37243

RE: Proposed Tariff in Docket 18-00122

Dear Docket Manager,

Aqua Green Utility Inc. would request to replace Tariff Sheet Section 3, Revised Page 1 with Section 3 Third revised page 1

Aqua Green Utility Inc. would request to replace the **NON EXCLUSIVE GRANT OF EASEMENT** with the notarized **NON EXCLUSIVE GRANT OF EASEMENT** included.

Add Tariff sheet Sewer Service Contract Agreement Revised

Add Tariff sheet Section 1, Revised Page 6

Add Tariff sheet Section 2, Revised Page 1

Add Tariff sheet Section 2, Revised Page 6

Add Petition to add to the Docket dated May 12, 2020

Thank you for your consideration.

Sincerely,

Dart Kendall, President  
Aqua Green Utility Inc.



AquaGreen  
Utility Inc.

May 12, 2020

Honorable Robin Morrison Chairman  
Public Utility Commission  
502 Deaderick Street 4th floor  
Nashville, TN 37243

RE: Petition to add to the Docket 18-00122

Dear Chairman Morrison,

We would like to update and make some changes to our rules and regulations. The changes are highlighted in yellow for your convenience. These changes are needed to modernize our rules and make them much easier to understand and interpret.

We would like to update our Sewer Service Contract Agreement with the following change. With this one change to our agreement, we are hoping to address concerns made by TDEC. These concerns are based on plants that would not have enough capacity and could do damage to the environment causing the entire subdivision permit to be revoked. These sewage plants have a set limit of treated sewage water that the approved soils can absorb, so adding to the plant may not be possible. TDEC's concern is that a future owner may try to change the occupancy to something that the plant is not able to accept, i.e. condos on single home lots or restaurants in office lots. The proposed change would be to add this:

*New service may be refused if AGU determines the new service is or will cause a violation of the Tennessee Department of Environment and Conservation SOP permit*

Thank you for your consideration.

Sincerely,

Dart Kendall, President  
Aqua Green Utility Inc.



ATTACHMENT 1

Aqua Green Utility Inc.

**SEWER SERVICE CONTRACT AGREEMENT Revised**

DATE: \_\_\_\_\_

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PRINTED NAME

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ADDRESS OF PROPERTY

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MAILING ADDRESS

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TELEPHONE NUMBER

EMAIL ADDRESS

I hereby make application to Aqua Green Utility Inc. (AGU) for sewer service at the address of property stated above. In consideration of the undertaking on the part of AGU to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by AGU. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of AGU. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the Owners User Manual. Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of AGU.
2. I acknowledge AGU, its successors and assigns, have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank and septic pump tank systems. I further grant AGU permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I agree to promptly pay for service at the then current schedule or rates and fees and agree to abide by and be subject to AGU's billing and cutoff procedures. Should I not pay in accordance with AGU's rules, I agree to pay all reasonably incurred cost of collection of delinquent fees including attorney fees.
5. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules as approved by the Tennessee Public Utility Commission. New service may be refused if AGU determines the new service is or will cause a violation of the Tennessee Department of Environment and Conservation SOP permit.
6. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to AGU at least thirty (30) days in advance of my vacating the property.
7. I agree to allow AGU to install an approved cut off valve between the house and water supply and grant AGU exclusive rights to use such valve to cut off water in order to safely stop wastewater flow. I understand there will be a charge of \$100.00 for installation of this valve.

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SUBSCRIBERS SIGNATURE

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WASTEWATER UTILITY SERVICE

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## DEFINITIONS

Certain terms used generally throughout this tariff for the Utility Service of this Company are defined below:

1. Company – Aqua Green Utility Inc.
2. Engineer – the consulting engineer of Aqua Green Utility Inc.
3. Customer – any person, firm, corporation, association or government unit furnished sewage by the Company.
4. Residential Property – property that is an established residence for a single family that is intended solely for the family's use.
5. Commercial Property – property that is used for commercial, overnight rental or institutional purposes.
6. Facilities – all equipment owned and operated by the Company.
7. TPUC - the Tennessee Public Utility Commission T
8. Septic Pump Tank – the tank located near a customer's building which accepts waste and contains a pump vault.
9. Septic Gravity Tank – the septic tank located near a customer's building which accepts waste and contains an effluent filter.
10. Service Line – the line from the Septic Pump/Septic Gravity Tank to the Service Connection. T
11. Collector Line – the line from the Service Connection to the Main Line. T
12. Main Line – the line from the Collector Line to the treatment facility.
13. Building Outfall Line – the customer owned line that carries waste from the building to the Septic Pump Tanks/Septic Gravity Tank.
14. Pumping Station – a tank that contains pumps and receives effluent from Septic Gravity Tanks and/or Collector Lines.
15. Premises – shall mean customer's private property.
16. Service Connection – The point at which the service line connects to the Collector line generally located in a Meter box at property line. T
17. Building Plumbing and Building Outfall Line - All plumbing inside the building and all plumbing lines outside the building from the building to the Septic Gravity Tank or Service connection whichever is connected first. N



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**WASTEWATER UTILITY SERVICE**

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chemicals that kill tank bacteria and disposal of an excessive amount of grease, among other things. All requirements (and notification of repair costs associated with the system abuse) are established in the Customer's Sewer Subscription Contract with the Company.

Damages

The Company shall in no event be responsible for maintaining any Building Outfall Line owned by the Customer, nor for damages created by sewage escaping there from, nor for defects in Customer's building lines or fixtures. The customer shall at all times comply with all regulations of the TRA and of the Company.

All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made. Any customer found introducing prohibited substances into the waste water system is liable to pay the full cost of cleanup and the repair of any damage caused.

Inspection

All pipes, valves and fixtures shall be at all reasonable hours, be subject to inspection by the Company or its duly agent.

In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company. In case of emergency, call 865-908-0432.

Service Area

The Company will provide service within its current service area. Additions to the service area must be approved by TPUC.

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WASTEWATER UTILITY SERVICE

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**SECTION 2**

**RULES AND REGULATIONS**

**Governing the sewage collection and treatment systems of Aqua Green Utility Inc.**

Statement of Purpose

The general purpose of these rules and regulations is:

1. To establish procedures for furnishing sewage collection and treatment services on a uniform basis to customers within the Company's service area.
2. To provide standards and procedures for:
  - a. Acceptable sewage characteristics
  - b. Protection of the integrity of the water tight system
  - c. Engineering design standards
  - d. Construction standards and inspection requirements
  - e. Quality of materials

Authorization of Rules and Regulations

Aqua Green Utility Inc. is a corporation organized and engaged in business as a public utility in the State of Tennessee. The Company is regulated Under a Certificate of Convenience and Necessity issued the Tennessee Public Service Commission (PSC) on July 31, 2009, under Docket No. 09-00045, and subsequent certificates issued by the TPUC.

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Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewage system customer of the Company.

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WASTEWATER UTILITY SERVICE

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## SECTION 3

## RESIDENTIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>	
The Peninsula at Douglas Lake	Jefferson	09-00045	Rate Class 1	
Stonebridge	Jefferson	10-00145	Rate Class 1	
Cedar Brooke	Maury	1800019	Rate Class 1	
Trace Side	Maury	18-00122	Rate Class 1	N



After Recording Return To:  
Aqua Green Utility Inc.  
3350 Galts Rd  
Acworth, Georgia 30102  
Attn: Dart Kendall

(For Recording Purposes)

## NON EXCLUSIVE GRANT OF EASEMENT

State of Tennessee  
County of Maury

PROJECT NAME: Trace Side

This Easement Agreement is made and entered into this 18<sup>th</sup> day of May 2020, by and between Flat Creek Development, LLC hereinafter referred to as "Grantor(s)," and Aqua Green Utility Inc, a TPUC regulated Utility of the State of Tennessee, as party of the second part hereinafter referred to as "Grantee" (the term "Grantee" to include respective heirs, beneficiaries, legal representatives, employees, contractors, agents, tenants and subtenants, successors and assigns, where the context hereof requires or permits):

### WITNESSETH

That Grantor(s) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, a perpetual easement over and under Grantor's(s') property being more particularly described as follows:

All that tract or parcel of land lying and being all roads, shoulder, or right of way, all common areas and all other easements, in the entire community known as Forest Trails and being improved property attached hereto as Exhibit "A" which shows this easement and which is made a part hereof by reference.

The sewer easement conveyed by this instrument is and includes the permission from Grantor(s) to use up to 20 feet in width for the construction and installation of the water/sewer Mains to be situated within the said easement.

This grant of easement shall include the right of ingress to and egress from the strip over and across the real property by means of roads and lanes on such property, if such exist, and all sewer lines shown on the subdivision plat, otherwise by such routes or routes as shall occasion the least practical damage and inconvenience to grantor. Grantee shall have the right of grading, improving and maintaining all such roads, including bridges, on or across the real property as grantee may deem necessary in the exercise of the right of ingress and egress or provide access to the subject real property.

The sewer easement conveyed herein by Grantor(s) is for the purpose of a sewer system and includes the rights to enter upon Grantor's(s') property to install and repair sewer lines and needed street repairs to be situated within the said easement, and to inspect, maintain, replace, or repair the same, as may from time to time be necessary, or whenever Grantee deems fit, with all rights, members and appurtenances to said easement and right-of-way in anywise appertaining or belonging thereto.



Grantor(s) for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, grubbing, clearing, filling or other earth moving or construction activities within or in the easement area conveyed herein are specifically in violation of the rights conveyed herein and are, therefore, prohibited without 3 days notice so the utility may locate pipes and service disruption may be avoided.

Grantor(s) hereby covenants with Grantee that it is lawfully seized and possessed of the real estate previously described herein and that it has good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all encumbrances. The easement herein granted shall bind the heirs and assigns of Grantor(s) and shall inure to the benefit of the successors in title of Grantee.

**Additional Stipulations:**

Grantor(s) for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all property used for Utility purposes is exempt from any covenants and or restrictions and is not subject to any HOA, club or any other such fees.

Witness my hand and seal, this 18 day of May, 20 20.

David Harris  
Witness (Signature)

David Harris  
Witness (Printed Name)

Sworn to and subscribed before me this  
18 day of May, 20 20.

Erica Whitley Marlin  
NOTARY PUBLIC

(SEAL)



**GRANTOR(S):**

[Signature]  
Insert Property Owner's Name

\_\_\_\_\_  
Insert Property Owner's Name

**\*\*Attached "8 1/2 x 11" Plat - Exhibit "A"\*\*\***