Tennessee Wastewater Systems, Inc.

TPUC No. 2 Section 1 Original Page 1

WASTEWATER UTILITY SERVICE

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REGULATION AND SCHEDULE OF CHARGES GOVERNING THE PROVISION OF WASTEWATER UTILITY SERVICE TO RESIDENCES AND BUSINESSES WITHIN THE STATE OF TENNESSEE

This tariff contains the descriptions, regulation and rates applicable to the furnishing of wastewater utility service provided by Tennessee Wastewater Systems, Inc. within the State of Tennessee. This tariff is on file with the Tennessee Public Utility Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 851 Aviation Parkway, Smyrna, TN 37167.

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CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SECTION	SHEET	REVISION	SECTION	SHEET	REVISION
1	1	Original	5	1	Original
1	2	Original	5	2	Original
1	3	Original	5	3	Original
1	4	Original	5	4	Original
1	5	Original	5	5	Original
1	6	Original	6	1	Original
1	7	Original	6	2	Original
1	8	Original	6	3	Original
2	1	Original	6	4	Original
2	2	Original	6	5	Original
2	3	Original			
2	4	Original			
2	5	Original			
2	6	Original			
2	7	Original			
2	8	Original			
2	9	Original			
3	1	Original			
3	2	Original			
3	3	Original			
3	4	Original			
3	5	Original			
3	6	Original			
4	1	Original			

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5

WASTEWATER UTILITY SERVICE

	TABLE OF CONTENTS	
Section 1 –	Title Page	1
	Check Sheet	2
	Table of Contents	3
	Definitions	6
Section 2 –	Rules and Regulations	1
Section 3 –	Residential Sewer Service Territories	1
Section 4 –	Residential Rates	1
Section 5 –	Commercial Sewer Service Territories	1
Section 6 –	Commercial Rate (without food)	1
	Commercial Rate (with food)	3

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Commercial Rate (overnight rental)

SYMBOLS

The following symbols are used for the purposes indicated as follows:

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify an increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- To signify a change in text but no change in rate or regulation.

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TARIFF FORMAT

- **A.** Sheet numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 12 and 13 would be 12.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the TRA. For example, the 4th revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc., that the TRA follows in its tariff approval process, the most current sheet number on file with the TRA is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

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2.

2.1

2.1.1

2.1.1.A

2.1.1.A.1

2.1.1.A.1.(a)

2.1.1.A.1.(a).1

2.1.1.A.1.(a).1.(i)

2.1.1.A.1.(a).1.(i)
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D. Check Sheets – When a tariff filing is made with the TRA, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the TRA.

DEFINITIONS

Certain terms used generally throughout this tariff for the Utility Services of this Company are defined as follows:

- Building Outfall Line means the customer owned line that carries waste from the building to the Interceptor Pump/Interceptor Gravity Tank.
- 2. Cabin means a building structure designated in the Company's certificate of convenience and necessity located in a cabin community.
- Capital Capacity Fee means the capacity fee associated with the development of reserved capacity at a treatment facility.
- 4. Capital Reservation Fee means the annual fee associated with platted empty lots which are capable of receiving service to reserve capacity at the treatment facility.
- 5. Collector Line –means the line from the Service Line to the Main Line.
- 6. Commercial Property means property that is used for commercial, overnight rental or institutional purposes.
- 7. Company means Tennessee Wastewater Systems Inc.
- 8. Customer means any person, firm, corporation, association or government unit furnished sewage services by the Company.

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9. Engineer – means the consulting engineer of the Company.

10. Facilities - means all equipment owned and operated by the Company.

11. Interceptor Gravity Tank – means the interceptor tank located near a customer's building which

accepts waste and contains an effluent filter.

12. Interceptor Pump Tank – means the interceptor tank located near a customer's building which

accepts waste and contains a pump vault.

13. Main Line - means the line from the Collector Line to the treatment facility.

14. Premises – means customer's private property.

15. Pumping Station – means a tank that contains pumps and receives effluent from Interceptor

Gravity Tanks and / or Collector Lines.

16. Residential Property – means property that is an established residence for a single family that

is intended solely for that family's use.

17. Service connection – means the point at which the service line to the wastewater system

components at the customer's building is connected to the main wastewater collection system.

18. Service Line – means the line from the Interceptor Pump/Interceptor Gravity Tank to a

Collector Line.

19. Square Footage – means the square footage of a structure as determined by the county tax

assessor

20. TPUC – means the Tennessee Public Utility Commission

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WASTEWATER UTILITY SERVICE

building structure.			

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SECTION 2 – RULES AND REGULATIONS

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

Tennessee Wastewater Systems, 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 by the Tennessee Public Utility Commission (PSC) on April 6th, 1994, under Docket No. 93-09040, and subsequent certificates issued thereafter.

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.

Utility Facilities on Private Property

The Company shall maintain all components of the Interceptor Pump and Interceptor Gravity tanks, control systems and service lines required to provide sewer service on the

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Customer's premises. The Customer must execute an agreement granting an easement to the Company for maintenance of the sewer system. The building plumbing and Building Outfall Line shall be maintained by the Customer. The Customer owns the tank and is responsible for the replacement or change of the tank according to the Company's specifications.

Discontinuance of Service

Service under any application may be discontinued for the following reasons:

- 1. Non-payment of bill as hereinafter set forth below
- 2. For misrepresentation in the application
- 3. For adding to the property or fixtures without notice to the Company
- 4. For tampering any service pipe, tank, control system, filter or any other facilities of the Company in any way whatsoever
- 5. For violation of any rules of the Company
- 6. For disconnecting or re-connecting service by any party, other than a duly authorized agent of the Company, without the consent of the Company.

Non-payment penalties

A non-payment penalty of five percent (5%) of the monthly charge will be due after the due date shown on the sewer bill. If payment is not received within fifteen business days after the first notice of the charges being past due, notice will be sent to the customer via certified, return receipt requested United States Mail of intended disconnection, including, but not limited to information about the amount of disconnection and reconnection charges and amount of the past due balance. The company agrees to permit and notify customers of the opportunity to provide an alternate address for notification of a potential disconnection. If a customer has provided such an address, the company agrees to also provide the required notice of disconnection to that address. If payment is not received within the next fifteen days (by the final due date), service will be subject to disconnection as per the Sewer Subscription Contract (Attached) executed by the customer with no additional notice being sent.

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No service shall be reconnected if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection fee is \$40, and the reconnection fee is \$50. The customer will bear the cost of collection of all unpaid sewer fees, including all applicable attorney's fees.

Returned Checks and ACH

A check or ACH returned by the bank will incur a fee of \$25.00.

Commencement of Service

Service to a property begins at the time the tank passes final utility inspection. The owner of the property at the time services commence will be responsible for the payment of all applicable sewer charges in accordance with this tariff.

Changes in Ownership, Tenancy of 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.

Extension of Repayment for Service

The company agrees to provide its customers the opportunity to pay the past due bill, including returned check fees and other charges, disconnect and reconnection charges in a payment plan with no interest over no less than 3 months billing cycle. The Company agrees that the customer would only need to pay the first installment in order to have service restored. Customers utilizing a payment plan would not again be eligible to be placed on any future payment plans for a full calendar year from the date the initial plan is implemented. Provided however, if a customer is able to demonstrate a unique financial distress situation or the customer is disabled, the company agrees to consider permitting the customer to have additional installment plan(s) again during the same calendar year. If a customer on a payment plan fails to pay a monthly installment as per the terms of the plan and is more than fifteen (15) business days late on any payment, then the service is subject to immediate disconnection and all past due charges in addition to disconnect/reconnect fees should be due and payable prior to having service restored. The company is required to provide all the same disconnection notices required for any disconnection set forth above prior to disconnection.

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Southridge Winter Water Usage Rates

Winter Water Usage shall mean the average amount of water used, as stated on the customer's bill for the months of November, December, January and February. When customers' bills are based on water usage, customers will receive summer bills (for usage in June, July, August and September) that are based on the average winter water usage. New customers that have not established winter water usage will be charged according to actual metered use until a winter water usage is established.

Southridge Treatment Cost

The pass-through treatment cost for Southridge customers will be updated annually in June.

Capacity Reservation Fee

The owner of each property parcel which is provided a service connection when the sewer system is built, will be required to pay a Capacity Reservation Fee of \$10.00 per month. This fee will be payable each month by the 15th of the month. As each customer taps on to the service connection and signs a contract for service, the Capacity Reservation Fee will be pro-rated for the month and the fee will not be charged thereafter. Past due capacity reservation fees will be subject to a 12.5% per month non-payment fee. If the reservation and non-payment fee is past due for a period of six (6) months or greater, the Company reserves the right, upon notice to customer, to revoke the capacity for that property parcel from customer back to the Utility, Tennessee Wastewater Systems, Inc.

Engineering, Materials and Construction Standard

The burden of ensuring that all Company Specifications have been met is placed on the end user. Under no circumstances will the Company be obligated to provide service to a location that has not satisfactorily passed tank and component inspection.

1. General – This specification covers the type of sewer system required for various design conditions of sewers constructed by developers. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment and Tennessee Wastewater Systems, Inc. Any conflicts between company and state requirements shall be resolved so that the more restrictive requirement governs. The requirements called for are

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the minimum allowable standards. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the design engineer and must be approved by Company's Engineer.

- All sewage collection system components are to be watertight. This includes Building 2. Outfall Lines, all tanks, collector lines, service lines and main lines. Collector lines and main lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be watertight.
- 3. Interceptor Pump and Interceptor Gravity Tanks are to be installed near the building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
- All pipe is to be PVC. Classes and sizes will be per Engineer's design and in all cases SDR 4. 21 class 2000 will be the minimum allowable.
- 5. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines, hot tubs, and/or swimming pools shall be connected to the sewer system.
- Sewer Poppers shall be installed on cleanouts near the residence, close to the tank. 6.
- Water valves shall be installed between the water utility provider's valve and the building 7. structure being provided sewer service.

Special Pretreatment Sewage Requirements

For all sewage connections the Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding capacity at the Customer's expense. All customers will be required to follow the Do's and Don'ts list for an Effluent collection system, supplied to them by the Company. These requirements prohibit the dumping of any toxic 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 system abuse) are established in the Customer's Sewer Subscription Contract with the Company.

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Damages

The company shall in no event be responsible for maintaining any building outfall line and/or tank owned by the customer, nor for damages created by sewage escaping there from, nor for defects in customer's building lines or fixtures. Any damage to the water valve, locks of the water valve, lids, or any other component of the system shall be paid for by the customer. The customer shall at all times comply with all regulations of the Tennessee Public Utility Commission, Tennessee Department of Environment and Conservation, 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 wastewater system is liable to pay the full cost of cleanup and the repair of any damage caused.

Inspection

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

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 service interruption or stoppage which was beyond the reasonable control of the Company. In case of an emergency, contact the Adenus Maintenance Hotline at 877-669-0786.

Service Area

The Company will provide service within its current service area. Additions to the service area must be approved by the Tennessee Public Utility Commission.

Vegetation Control

Any expense for mowing or vegetation control of a system's treatment plant and dispersal areas required by a development's homeowners' association that exceeds the standard allowance will be passed through to the customers of that development. The standard allowance is defined as one mowing per system per month around the treatment plant in the growing season (April-November)

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or eight (8) annual mowings total, and two (2) bush hoggings of the drip field per system per year. In situations where local property owners require the Company to incur expenses for mowing or vegetation control beyond the standard allowance, the additional expenses incurred by the Company shall be reasonable, based upon fair market value, and shall be passed on by the Company to the affected homeowners. The affected homeowners will first be informed in writing, in a clear, conspicuous, and timely manner of the cost of the additional service so as to allow the affected homeowners the ability to obtain another provider if they so desire. Because of the infrastructure installed both above and below ground, for the operation of the wastewater system, the Company must approve of any third-party mowers prior to work being commenced.

Extension Plan

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing sewer systems. The sewer service charges listed in the sewer billing monthly rates do not include costs for constructing extensions to the sewer system. Any sewer system facilities required to service such abutting properties shall be constructed at a cost to those parties desiring same, and these facilities shall become the property of the Company, to be credited to the account for Contributions in Aid of Construction. In addition, treatment system facility costs will be paid by the Customer desiring to connect onto the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

Contributions in Aid of Construction

The contract with the developer/customer shall contain a notice of these charges and time table of payment.

For all cash and property contributions provided to the company, a gross-up factor shall be applied in order to recover the corporate federal income taxes associated with those contributions. The formula used to gross up contributed cash and property is as follows:

Tax Impact = TR / (1-TR) * (C+P)

TR = Marginal tax rate of federal corporate income tax.

C = Dollar amount of charges (cash) paid to the utility as a contribution.

P = Dollar amount of property (plant, land...) conveyed to the utility to be recorded at the construction cost of the property conveyed to the utility, or a reasonable estimate of the original construction cost if such cost is not reasonably ascertainable.

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Example 1:

Developer donates \$500,000 cash to utility to build a specified facility.

Using a 21% federal corporate tax rate, developer owes the utility federal income taxes of: .21/(1-.21) * \$500,000, or .2658 * \$500,000 = \$132,900

In total, developer owes utility \$632,900 (500,000 cash + \$132,900 in federal corporate income taxes).

Example 2:

Developer donates \$500,000 in plant and land to utility as a contribution.

Using a 21% federal corporate tax rate, developed owes the utility federal income taxes of: .21/(1-.21) * \$500,000, or .2658 * \$500,000 = \$132,900

For the contributed property, developer owes the utility \$132,900 in corporate federal income taxes for the \$500,000 in property contributed.

Annual Reporting Requirements for Contributions In Aid of Construction

Utility shall file calculations with its Annual Report detailing: (1) the individual amounts of cash and property contributions received for the twelve months ending December 31 ("reporting year"); (2) the location and description of contributed plant; (3) the location and property deed of donated land; (4) amount of cash contributed for each project; (5) the calculation of the utility's tax liability using the tariffed formula for the reporting year, separated by amounts related to property and cash; and (6) the amount of federal corporate income taxes actually collected on contributions in aid of construction for the reporting year.

Contracts for Service

Each customer before installation of service shall be required to execute, on the appropriate forms furnished by the Company, a Sewer Subscription Contract.

Customer Billing Forms

Customer billings will vary by location. In most instances, monthly bills will be sent to customers for payment of a flat monthly fee. In cases where pass through treatment costs are involved, a monthly bill will be sent to the customer and be based on the gallons of water used.

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Public Contact

Matthew Nicks 851 Aviation Parkway Smyrna, TN 37167 Phone – 615-220-7200

Environmental Repairs Tariff Rider

The Environmental Tariff Rider ("ETR") was established for the sole purpose of establishing an environmental repairs account to address issues with systems related to Docket 16-00096. The ETR will automatically terminate the sooner of August 31, 2028 or the collection of funds adequate to cover the costs of the environmental projects for which the money is being collected. TPUC may terminate the rider at any time.

Legal Expense Rider

The Legal Expense Rider is for the sole purpose of reimbursement of the legal expenses related to Docket 16-00096 to the Utility. The LER shall automatically terminate the sooner of August 31, 2023 or upon collection of \$78,750 through the rider. TPUC may terminate the rider at any time.

Tennessee Public Utility Commission Regulations

The Company, in its operation, shall conform to all the applicable rules and regulations promulgated from time to time by the Tennessee Public Utility Commission. The Commission can be reached by phone at 1-800-342-8359 or 615-741-8953, or online at http://www.tn.gov/tpuc.

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SECTION 3 – RESIDENTIAL SEWER SERVICE TERRITORIES

Service Territory	County	TPUC Docket #	Rate Class
Oakwood Subdivision	Maury	93-09040	RATE CLASS 1
Swan Harbor Emory Cove	Roane	97-01003	RATE CLASS 1
Southridge Subdivision	Montgomery	97-01104	RATE CLASS 9
Milcrofton Utility District The Grove Falls Grove Daventry McDaniel Farms & Estates Stag's Leap/Arno Page TF Arrington Ridge Pine Creek Watkins Creek Abbington Ridge/Millview TF Terra Vista/Long Kelly TF Vineyard Valley Saddle Springs/Saddle Brooke Spring Hollow Farm/Starnes Creek TF Clovercroft Look-a-Way Farms/Clovercroft Look-a-Way farms TF Chardonnay/Clovercroft TF Lewis Gardens Subdivision/Lewis Garden TF	Williamson	97-01393	RATE CLASS 1
River Road Utility District Lost Hollow	Cheatham	97-01394	RATE CLASS 5
Tall Oaks Subdivision	Blount	98-00790	RATE CLASS 1
Shreibman Development	Cannon	98-00880	RATE CLASS 1
Yoakum Hollow Dev. (Windsor Pt)	Campbell	98-00881	RATE CLASS 1
Cornerstone of Mitchell Creek	Overton	99-00357	RATE CLASS 1
Bolton Area	Shelby	99-00724	RATE CLASS 1
Harbor Pointe	DeKalb	00-00149	RATE CLASS 1
Ussery #1	Sevier	00-00198	RATE CLASS 1

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Service Territory	County	TPUC Docket #	Rate Class
Hidden Springs Resort & Star Crest I	Sevier	00-00379	RATE CLASS 1
Legacy Bay	Hawkins	00-00622	RATE CLASS 1
City of Coopertown Pebble Brook Maple Green Oak Pointe	Robertson	00-01128	RATE CLASS 2
Eagle Crest Resort	Sevier	01-00183	RATE CLASS 1
Jackson Bend Subdivision	Blount	01-00221	RATE CLASS 1
East Stewart Dyers Hollow	Stewart	01-00229	RATE CLASS 1
Homestead Subdivision	Sevier	01-00423	RATE CLASS 1
Dollywood Proj. (Dream Catcher	Sevier	01-00424	RATE CLASS 1
Ridge) Rice Property (Blue Water Bay)	DeKalb	01-00425	RATE CLASS 1
Eagle Springs Subdivision	Sevier	01-00445	RATE CLASS 1
Browning Subdivision	Knox	01-00492	RATE CLASS 1
Starr Crest II	Sevier	01-00755	RATE CLASS 1
Horseshoe Bend	Bedford	01-01025	RATE CLASS 1
Eagle Crest II	Sevier	01-01128	RATE CLASS 1
Gnatty Branch Retreat	Sevier	02-00055	RATE CLASS 1
Goose Creek Area Belle Vista/Bolton TF McLemore Farms	Williamson	02-00172	RATE CLASS 1
Stewart County West	Stewart	02-00477	RATE CLASS 1
Airbase Road Condominiums	Blount	02-00478	RATE CLASS 1

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Service Territory Lighthouse Point Condominiums	<u>County</u> Jefferson	TPUC Docket # 02-00732	Rate Class RATE CLASS 1
The Highlands	Sevier	02-00781	RATE CLASS 1
Falling Waters	Sevier	02-00782	RATE CLASS 1
Black Bear	Sevier	03-00192	RATE CLASS 1
Highland Cove	Dekalb	03-00242	RATE CLASS 1
Tim's Ford St Park Area/Boswell Rd TF Fanning Bend/Awalt Rd. Water's Edge	Franklin	03-00286	RATE CLASS 1
Reserve at Holiday Landing Sunnybrook (Sunnydale Farms)	Robertson	03-00307	RATE CLASS 1
Smoky Cove Subdivision	Sevier	03-00377	RATE CLASS 1
King Branch Road	Sevier	03-00386	RATE CLASS 1
Paris Landing Breakers at Swan Bay (RC 5) The Keys (RC 5)	Henry	03-00544	RATE CLASS 5 RATE CLASS 1
Black Bear Ridge Expansion	Sevier	04-00045	RATE CLASS 1
Legacy Laurel Branch	Sevier	04-00045	RATE CLASS 1
Legacy Mountain	Sevier	04-00045	RATE CLASS 1
Legacy the Preserve	Sevier	04-00045	RATE CLASS 1
Starr Crest II Phase 4	Sevier	04-00045	RATE CLASS 1
Trailhead	Sevier	04-00045	RATE CLASS 1
Turner's Landing	Hamblen	04-00053	RATE CLASS 1
Walnut Grove	Giles	04-00054	RATE CLASS 1

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Service Territory	County	TPUC Docket #	Rate Class
Spring Creek Ranch	Shelby	04-00123	RATE CLASS 1
Marion Womack Property Creekview Estates/Dashea Creek TF	Sumner	04-00170	RATE CLASS 1
Arbor Crest Subdivision	Davidson	04-00171	RATE CLASS 1
Merril Taylor Subdivision	Blount	04-00274	RATE CLASS 1
Huffines Development Savage Creek/Huffines TF	Robertson	04-00393	RATE CLASS 1
Williamson County West	Williamson	04-00394	RATE CLASS 1
Wyndsong Subdivision	Blount	04-00395	RATE CLASS 1
Trillium Cove Condominiums	Blount	05-00030	RATE CLASS 1
Marvin Keys RV Park	Cooke	05-00071	RATE CLASS 1
Blackberry Ridge Subdivision	Bedford	05-00111	RATE CLASS 1
Steve Jones Subdivision	Union	05-00116	RATE CLASS 1
Grainger's Landing Condominiums	Grainger	05-00117	RATE CLASS 1
German Creek Marina and Resort	Grainger	05-00138	RATE CLASS 1
Smoky Village Subdivision	Sevier	05-00145	RATE CLASS 1
Fentress Service Area Highlands of Big South Fork City of Clarkrange TF	Fentress	05-00162	RATE CLASS 5
Emerald Pointe	Cocke	05-00200	RATE CLASS 1
Elk Springs Resort	Sevier	05-00211	RATE CLASS 1
Cedar Hill Area Carters Wix	Robertson	05-00212	RATE CLASS 1

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Service Territory Brigadoon Resort	County Roane		UC Docket # 0241	Rate (<u>Class</u> E CLASS 1
Cross Plains Bonnie Brook (RC 5) Stoney Brook (RC 5)	Robertso	on 05-0	0293		E CLASS 5 E CLASS 1
Lowe's Ferry Landing	Blount	05-0	0339	RATE	E CLASS 1
River's Edge Subdivision Phase II	Decatur	05-0	0340	RATE	E CLASS 1
Keene's Island	Jefferson	ı 06-0	0021	RATE	E CLASS 1
Sugarloaf Ridge	Sevier	06-0	0022	RATE	E CLASS 1
Griffitts Mill	Blount	06-0	0076	RATE	E CLASS 1
Summit View	Sevier	06-0	0078	RATE	E CLASS 1
Settlers Ridge	Sev	vier	06-00081		RATE CLASS 1
Happy Creek	Sev	vier	06-00104		RATE CLASS 1
Richland	Hu	mphreys	06-00179		RATE CLASS 1
East Montgomery Meadowlands (RC 1)	Mo	ontgomery	06-00184		RATE CLASS 1 RATE CLASS 5
Providence Hills	Sev	vier	06-00198		RATE CLASS 1
Sharondel Estates	Blo	ount	06-00204		RATE CLASS 1
Piney Bay	Rh	ea	06-00275		RATE CLASS 1
Blue Sky Bay	Rh	ea	07-00024		RATE CLASS 1
Shady Cove	Jef	ferson	07-00055		RATE CLASS 1
Estates at Norton Creek	Sev	vier	07-00087		RATE CLASS 1
Reserve on the Tennessee River	Blo	ount	07-00195		RATE CLASS 1

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Service Territory	County	TPUC Docket #	Rate Class
Serenity Point/Roark Cove TF	Franklin	07-00233	RATE CLASS 1
Smokey Mountain Reflections RV Park	Sevier	07-00235	RATE CLASS 1
Greenbriar Subdivision	Sevier	08-00013	RATE CLASS 1
Milky Way Farms	Giles	08-00029	RATE CLASS 1
Preserve Condominiums	DeKalb	08-00113	RATE CLASS 1
Tarpley Shop Utility District	Giles	08-00161	RATE CLASS 1
Lakeside Meadows	Monroe	08-00162	RATE CLASS 1
Fairway Vistas	Blount	08-00163	RATE CLASS 1
Saddle Ridge	Monroe	08-00209	RATE CLASS 1
Scenic River	Monroe	09-00006	RATE CLASS 1
Preserve at Eagle Rock	Hamblen	09-00007	RATE CLASS 1
Bluff at Bradbury Farms	Montgomery	11-00155	RATE CLASS 1
Scales Project Clovercroft Farms/Clovercroft Wells TF	Williamson	14-00006	RATE CLASS 1
Clovercroft Preserve Clovercroft Acres/Clovercroft Tulloss TF	Williamson	14-00062	RATE CLASS 1
Enclave at Dove Lake	Williamson	15-00025	RATE CLASS 1
Lighthouse Pointe	Grainger	17-00146	RATE CLASS 1
Warrioto Hills	Montgomery	18-00107	RATE CLASS 1

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SECTION 4 – RESIDENTIAL RATES SHEET

	Base	Escrow	Bonding	Environmental	Legal	Total
				Rider	Rider	
Rate Class 1	\$ 41.25	\$ 6.50	\$0.11	\$3.76	\$0.45	\$ 52.07
Rate Class 2	\$ 41.25	\$ 6.50	\$0.11	\$3.76	\$0.45	\$ 52.07
Rate Class 5	\$ 37.35	\$ 5.00	\$0.11	\$3.76	\$0.45	\$ 46.67
Rate Class 6	\$ 37.35	\$ 5.00	\$0.11	\$3.76	\$0.45	\$ 46.67
Rate Class 9	\$ 20.94	\$ 3.00	\$0.11	\$3.76	\$0.45	\$ 28.26*

^{*} Southridge customers will have a pass-through treatment cost assessed to their monthly bill. This cost will be filed annually with TPUC in June and effective upon approval. The current pass through treatment cost is 0.0110725092 per gallon.

*** Customers in the City of Coopertown will be billed a 3% franchise fee (applied to the base rate only).

**** The bonding fee will be updated with an annual filing with TPUC in August and effective upon approval.

Fees:

Non-Payment – 5% of total bill amount

Disconnection - \$40

Reconnection – \$50

Returned Check (NSF Fee) – \$25

Returned ACH - \$25

Capacity Reservation Fee – \$10 per month (See Rules and Regulations for Explanation)

Credit Card Convenience Fee: 3%

City of Coopertown Franchise Fees: 3%

Issued:	Effective:

^{**} Each condominium unit will be billed as a residential customer and be individually billed.

SECTION 5- COMMERCIAL SEWER SERVICE TERRITORIES

Service Territory Milcrofton	<u>County</u> Williamson	TPUC Docket # 97-01393
Townsend Town Square	Blount	99-00659
Coopertown	Robertson	00-01128
Topside Business Park	Blount	01-00220
East Stewart	Stewart	01-00229
Highway 31 Project (Herndon's BP)	Robertson	01-00446
Lyles Texaco	Hickman	01-00756
Stewart County West	Stewart	02-00477
Sevier County	Sevier	03-00045
Tim's Ford Area	Franklin	03-00286
Cedar Hill Baptist Church	Robertson	03-00287
Sunnybrook	Robertson	03-00307
King Branch Road	Sevier	03-00386
Weigel's Convenience Store	Roane	03-00519
Paris Landing Area	Henry	03-00544
Black Bear Ridge Expansion	Sevier	04-00045
Legacy Laurel Branch	Sevier	04-00045
Legacy Mountain	Sevier	04-00045
Legacy Preserve	Sevier	04-00045

Issued: Effective:

Starr Crest II Phase 4	<u>County</u> Sevier	TPUC Docket # 04-00045
Timber Tops Rental Center	Sevier	04-00045
Trailhead	Sevier	04-00045
Turner's Landing	Hamblen	04-00053
Spring Creek Ranch	Shelby	04-00123
Marion Womack Property (Creekview Estates)	Sumner	04-00170
Arbor Crest Subdivision	Davidson	04-00171
Merril Taylor Subdivision	Blount	04-00274
Huffines Development	Robertson	04-00393
Williamson County West	Williamson	04-00394
Wyndsong Subdivision	Blount	04-00395
Trillium Cove Condominiums	Blount	05-00030
Tennessee State Bank-Wears Valley Branch	Sevier	05-00042
Marvin Keys RV Park	Cocke	05-00071
Brownlee Commercial Building	Blount	05-00078
Grainger's Landing Condominiums	Grainger	05-00117
German Creek Marina and Resort	Grainger	05-00138
Fentress Service Area	Fentress	05-00162
Emerald Pointe	Cocke	05-00200

Issued: Effective:

Service Territory Elk Springs Resort	<u>County</u> Sevier	<u>TPUC Docket #</u> 05-00211
Cedar Hill Area	Robertson	05-00212
Cross Plains	Robertson	05-00293
Keene's Island	Jefferson	06-00021
Sugarloaf Ridge	Sevier	06-00022
Griffitts Mill	Blount	06-00076
Parrott's Bay	Jefferson	06-00077
Summit View	Sevier	06-00078
Settlers Ridge	Sevier	06-00081
Happy Creek	Sevier	06-00104
Providence Hills	Sevier	06-00198
Sharondel Estates	Blount	06-00204
Piney Bay	Rhea	06-00275
Mountain Folks Community	Sevier	06-00276
Blue Sky Bay	Rhea	07-00024
Shady Cove	Jefferson	07-00055
Estates at Norton Creek	Sevier	07-00087
Ussery #1	Sevier	06-00259

Issued: Effective:

Service Territory Hidden Springs	<u>County</u> Sevier	TPUC Docket # 06-00259
Eagle Crest	Sevier	06-00259
Starr Crest II	Sevier	06-00259
The Highlands	Sevier	06-00259
Falling Waters	Sevier	06-00259
Black Bear Ridge Resort	Sevier	06-00259
Smoky Cove	Sevier	06-00259
Brigadoon Resort	Roane	05-00241
Lowe's Ferry Landing	Blount	05-00339
Reserve on the Tennessee River	Blount	07-00195
Smokey Mountain Reflections RV Park	Sevier	07-00235
Greenbriar Subdivision	Sevier	08-00013
Milky Way Farms	Giles	08-00029
Preserve Condominiums	DeKalb	08-00113
Tarpley Shop Utility District	Giles	08-00161
Lakeside Meadows	Monroe	08-00162
Fairway Vistas	Blount	08-00163
Saddle Ridge	Monroe	08-00209
Scenic River	Monroe	09-00006
Preserve at Eagle Rock	Hamblen	09-00007

Issued: Effective:

TPUC No. 2 Section 5 Original Page 5

WASTEWATER UTILITY SERVICE

Service TerritoryCountyTPUC Docket #Scales ProjectWilliamson14-00006Clovercroft AcresWilliamson14-00062

Issued: Effective:

SECTION 6 – COMMERCIAL RATE SHEETS

COMMERCIAL RATES SHEET without FOOD SERVICE

The monthly sewer charge per customer is based on the daily design flow expected from the type of establishment being served. The utility will periodically check actual flow to determine whether billing adjustments will need to be made.

	Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Tier 1 (0 - 300 GPD)	\$97.75	\$13.05	\$0.11	\$3.76	\$0.45	\$115.12
Tier 2.1 (301 - 400 GPD)	\$117.25	\$15.80	\$0.11	\$3.76	\$0.45	\$137.37
Tier 2.2 (401 - 500 GPD)	\$136.75	\$18.55	\$0.11	\$3.76	\$0.45	\$252.49
Tier 2.3 (501 - 600 GPD)	\$156.25	\$13.33	\$0.11	\$3.76	\$0.45	\$181.87
Tier 2.4 (601 - 700 GPD)	\$175.75	\$21.30	\$0.11	\$3.76	\$0.45	\$204.12
` ,						
Tier 2.5 (701 - 800 GPD)	\$195.25	\$26.80	\$0.11	\$3.76	\$0.45	\$385.99
Tier 2.6 (801 - 900 GPD)	\$214.75	\$29.55	\$0.11	\$3.76	\$0.45	\$248.62
Tier 2.7 (901 - 1,000 GPD)	\$234.25	\$32.30	\$0.11	\$3.76	\$0.45	\$270.87
Tier 3.1 (1,001 - 2000 GPD)	\$388.40	\$49.15	\$0.11	\$3.76	\$0.45	\$519.49
Tier 3.2 (2,001 - 3,000 GPD)	\$543.40	\$66.00	\$0.11	\$3.76	\$0.45	\$613.72
Tier 3.3 (3,001 - 4,000 GPD)	\$698.40	\$82.85	\$0.11	\$3.76	\$0.45	\$785.57
Tier 3.4 (4,001 - 5,000 GPD)	\$853.40	\$99.70	\$0.11	\$3.76	\$0.45	\$1,399.29
Tier 3.5 (5,001 - 6,000 GPD)	\$1,008.40	\$116.55	\$0.11	\$3.76	\$0.45	\$1,129.27
Tier 3.6 (6,001 - 7,000 GPD)	\$1,163.40	\$133.40	\$0.11	\$3.76	\$0.45	\$1,301.12
Tier 3.7 (7,001 - 8,000 GPD)	\$1,318.40	\$150.25	\$0.11	\$3.76	\$0.45	\$2,430.39
Tier 3.8 (8,001 - 9,000 GPD)	\$1,473.40	\$167.10	\$0.11	\$3.76	\$0.45	\$1,644.82
Tier 3.9 (9,001 - 10,000 GPD)	\$1,628.40	\$183.95	\$0.11	\$3.76	\$0.45	\$1,816.67
Unknown 25,000 GPD	\$ 3,953.40	436.70	\$0.11	\$3.76	\$0.45	\$ 4,394.42

Excess water usage

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

If usage exceeds 10,000 gallons per day, the charge will be \$1628.40 plus applicable escrow, bonding, and rate rider amount plus \$171.85 per 1000 gallons.

Issued:	Effective:

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

Fees:

Nonpayment – 5% Disconnection - \$40 Reconnection - \$50 Returned Check - \$25 Returned ACH - \$25

City of Coopertown Franchise Fees: 3%

Credit Card Convenience Fee: 3%

Issued: Effective:

COMMERCIAL RATES SHEET with FOOD SERVICE

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. The utility will periodically check actual flow to determine whether billing adjustments will need to be made.

				Environmental		
T: 1 (0, 200	Base	Escrow	Bonding	Rider	Legal Rider	Total
Tier 1 (0 - 300 GPD)	\$130.30	\$17.40	\$0.11	\$3.76	\$0.45	\$152.02
Tier 2.1 (301 - 400 GPD)	\$154.05	\$20.30	\$0.11	\$3.76	\$0.45	\$178.67
Tier 2.2 (401 - 500 GPD)	\$177.80	\$23.20	\$0.11	\$3.76	\$0.45	\$330.69
Tier 2.3 (501 - 600 GPD)	\$201.55	\$26.10	\$0.11	\$3.76	\$0.45	\$231.97
Tier 2.4 (601 - 700 GPD)	\$225.30	\$29.00	\$0.11	\$3.76	\$0.45	\$258.62
Tier 2.5 (701 - 800 GPD)	\$249.05	\$31.90	\$0.11	\$3.76	\$0.45	\$490.59
Tier 2.6 (801 - 900 GPD)	\$272.80	\$34.80	\$0.11	\$3.76	\$0.45	\$311.92
Tier 2.7 (901 - 1,000 GPD)	\$296.55	\$37.70	\$0.11	\$3.76	\$0.45	\$338.57
Tier 3.1 (1,001 - 2000 GPD)	\$484.75	\$58.95	\$0.11	\$3.76	\$0.45	\$650.49
Tier 3.2 (2,001 - 3,000 GPD)	\$673.90	\$80.20	\$0.11	\$3.76	\$0.45	\$758.42
Tier 3.3 (3,001 - 4,000 GPD)	\$863.05	\$101.45	\$0.11	\$3.76	\$0.45	\$968.82
Tier 3.4 (4,001 - 5,000 GPD)	\$1,052.20	\$122.70	\$0.11	\$3.76	\$0.45	\$1,727.24
Tier 3.5 (5,001 - 6,000 GPD)	\$1,241.35	\$143.95	\$0.11	\$3.76	\$0.45	\$1,389.62
Tier 3.6 (6,001 - 7,000 GPD)	\$1,430.50	\$165.20	\$0.11	\$3.76	\$0.45	\$1,600.02
Tier 3.7 (7,001 - 8,000 GPD)	\$1,619.65	\$186.45	\$0.11	\$3.76	\$0.45	\$2,989.64
Tier 3.8 (8,001 - 9,000 GPD)	\$1,808.80	\$207.70	\$0.11	\$3.76	\$0.45	\$2,020.82
Tier 3.9 (9,001 - 10,000 GPD)	\$1,997.95	\$228.95	\$0.11	\$3.76	\$0.45	\$2,231.22
Unknown 25,000 GPD	\$4,835.20	\$547.70	\$0.11	\$3.76	\$0.45	\$5,387.22

Excess water usage

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

If usage exceeds 10,000 gallons per day, the charge will be \$1997.95 plus applicable escrow, bonding, and rate rider amount plus \$210.40 per 1000 gallons.

Issued:	Effective:

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

Fees:

Nonpayment – 5% Disconnection - \$40 Reconnection - \$50 Returned Check - \$25 Returned ACH - \$25

City of Coopertown Franchise Fees: 3% Credit Card Convenience Fee: 3%

Issued: Effective:

COMMERCIAL RATES SHEET CABINS

The monthly sewer charge per customer is based on the square footage of the cabin as recorded with the Register of Deeds office.

				Environmental	Legal	
	Base	Escrow	Bonding	Rider	Rider	Total
Small 0-2000	\$62.00	\$12.00	\$0.11	\$3.76	\$0.45	\$78.32
Medium 2001-4000	\$71.00	\$15.00	\$0.11	\$3.76	\$0.45	\$90.32
Large 4001-6000	\$84.00	\$18.00	\$0.11	\$3.76	\$0.45	\$168.64
Extra Large 6001+	\$104.00	\$21.00	\$0.11	\$3.76	\$0.45	\$129.32

Fees:

Nonpayment – 5% Reconnection - \$50 Disconnection - \$40 Returned Check - \$25 Returned ACH - \$25

Credit Card Convenience Fee: 3%

Issued: Effective:

SEWER SUBSCRIPTION CONTRACT

DATE:	PROPERTY CLOSING DATE:	
PRINTED NAME		
SUBDIVISION		
ADDRESS OF PROPERTY		LOT#
MAILING ADDRESS		□ VACANT LOT □ RESIDENCE
TELEPHONE NUMBER	FMAIL ADDRESS	

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

- 1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with TWS for the provision of sewer service.
- 2. If this property is a vacant lot as checked above, I understand I will be billed an annual Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the annual Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer system begins. I understand payment of the annual Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.
- 3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.
- 4. I warrant that any connection to and/or subsequent use of the system components on my property shall be in accordance with TWS's Rules, Regulations and Plans.
- 5. I agree that my use of the system components on my property shall conform to the guidelines set forth in the <u>USER MANUAL</u> (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with TWS's Plans.
- 6. I acknowledge that TWS, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides TWSthe right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.

- 7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank.
- 8. I authorize TWS to install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the water service provider.
- 9. I authorize TWS to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant TWS the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
- 10.
 I agree to abide by TWS's Rules and Regulations, and the Rates and Fees Schedule as established in its tariff as approved by the Tennessee Public Utility Commission as well as with any amendments to or changes in such rules, regulations, and rates.
- I agree to promptly pay for sewer service at the current billing rate as set forth in the Company's tariff as approved by the Tennessee Public Utility Commission. I understand that should I not pay my bill, I will be subject to having my sewer service disconnected in accordance with TWS's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees.
- 12. This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property. I agree to provide notice to TWS at least thirty (30) days in advance of vacating the property and terminating service.

SUBSCRIBER'S SIGNATURE

SEWER SUBSCRIPTION CONTRACT Commercial Cabin

DATE:	PROPERTY CLOSING DATE:	
PRINTED NAME		
SUBDIVISION		
ADDRESS OF PROPERTY		LOT#
MAILING ADDRESS		□ VACANT LOT
TELEPHONE NUMBER	EMAIL ADDRESS	CABIN

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

- 1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with TWS for the provision of sewer service.
- 2. If this property is a vacant lot as checked above, I understand I will be billed an annual Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the annual Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer system begins. I understand payment of the annual Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.
- 3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.
- 4. I warrant that any connection to and/or subsequent use of the components on my property shall be in accordance with TWS's Rules, Regulations and Plans.
- 5. I covenant that my use of the system components on my property shall conform to the guidelines set forth in the <u>USER MANUAL</u> (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules and/or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with TWS's Plans.
- 6. I acknowledge that TWS, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides TWS the right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.

- 7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank.
- 8. I authorize TWS to purchase and install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
- 9. I authorize TWS to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant TWS the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
- 10. I represent and warrant the square footage of the cabin as listed above as true and accurate. Should TWS determine in accordance with its tariff that the cabin is producing excessive wastewater flow, TWS may cut-off water and sewer service to the cabin. Further, cabins routinely overusing the wastewater treatment system will be subject to additional assessments in accordance with TWS's tariff to expand the wastewater treatment system to accommodate the excessive flows associated with the above referenced cabin.
- 11. I agree to abide by TWS's Rules and Regulations and the Rates and Fees Schedule as established with and approved by the Tennessee Public Utility Commission as well as any amendments to or changes in such rules, regulations, and rates.
- 12. I agree to promptly pay for sewer service at the current billing rate as approved by the Tennessee Public Utility Commission and as set forth in the company's tariff. I understand that I should I not pay my bill, I will be subject to having my sewer service disconnected in accordance with TWS's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees.
- 13. This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property. I agree to provide notice to TWS at least thirty (30) days in advance of vacating the property and terminating service.

9	SUBSCRIBER'S SIGNATURE	