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5501 Bellview Ave.
New Port Richey, Fl 34652
October 21, 2022

Delivered Via E-Mail & U.S. Mail

Hon. Kenneth C. Hill, Chairman
Tennessee Public Utility Commission
c/o Ms. Ectory Lawless, Docket Room Manager
502 Dreaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

Re: Complaints and Petitions of Ronald C. McCabe vs. Tennessee Wastewater Systems, Inc.
Docket No. **22-00105**

Dear Chairman Hill,

Enclosed for filing is a Complaints and Petitions of Ronald C. McCabe vs. Tennessee Wastewater Systems, Inc. and a check in the amount of twenty-five dollars ($25) for such filing. An original executed copy of this filing along with four (4) additional copies of it will be mailed to you at the above address.

It is my understanding a Docket Number will be assigned and placed on these electronically filed documents after their receipt in the Docket Room and such number will then be provided to me for inclusion and identification on the filing documents mailed to you.

If you have any questions on this filing, please e-mail me at rcmbizz@hotmail.com or call me at 727-842-4407.

Very truly yours,

Ronald C. McCabe

IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

Re:	**)**	
	)	
COMPLAINTS AND PETITIONS OF	**)**	**DOCKET NO.-22-00105**
RONALD C. McCABE vs. TENNESSEE	**)**	
WASTEWATER SYSTEMS, INC.	**)**	

COMPLAINTS AND PETITIONS FOR SHOW CAUSE ORDERS AND

DECLARATORY RULINGS

Pursuant to Tenn. Ann. Codes 65-4-117, 65-2-104, 65-2-106 and 65-4-122 and the Rules and Regulations of the Tennessee Public Utility Commission ("TPUC Rules"), I Ronald C. McCabe ("Petitioner") hereby respectfully file these Complaints and Petitions with the Tennessee Public Utility Commission ("TPUC" or "Commission") against Tennessee Wastewater Systems, Inc. (formerly known as On-site Systems, Inc.(collectively hereinafter referred to as "TWS") as follows:

I. PARTIES

(1) The Petitioner, whose mailing address is 5501 Bellview Avenue, New Port Richey, FL 34652, is a Certified Public Accountant licensed in the State of Florida since the early 1970's and has over twenty-five (25) years experience in the real estate industry primarily in the mortgage finance, origination and property disposition business. The Petitioner is a consumer and purchaser of wastewater sewer disposal services from TWS for a cabin owned by the

Petitioner at 1811 Starr Street, Sevierville, TN 37876 located in the Starr Crest Resort 2-Phase2 subdivision ("Starr Crest") in Sevier County, TN. Starr Crest was built as a leisure resort community consisting, predominately, of single-family (and, the Petitioner believes, some scaled down multi-family) cabins offered by owners, primarily, as short-term, overnight rental to the public. However, the Petitioner has never rented his cabin in the past since purchasing it but reserves the right to rent it in the future.

(2) TWS, whose representative and mailing address for service is Jeff Risden, 851 Aviation Parkway, Smyrna, TN 37167-2582, is a public wastewater utility in Tennessee that provides wastewater sewer disposal services to customers in both Starr Crest and other parts of Tennessee (and it appears other states). TWS is subject to TPUC regulation and supervision pursuant to Chapter 4 of Title 65 of the Tennessee Code Annotated.

II. DOCKET NO. 20-00009

(3) On March 1, 2022, Ms. Lisa Foust at TPUC e-mailed the Petitioner what she stated was the most recent tariff filed by TWS for Starr Crest having the Docket No. 20-00009.There are two(2) other readily available sources known to the Petitioner for this tariff filing which are the TPUC and TWS websites. However, a side-by-side comparison of each of the three(3) versions of Docket No. 20-00009 from these three sources reveal none are 100% complete (i.e missing pages) and/or up-to-date (i.e. all pages being the latest filing of such page). However, the Ms. Foust e-mail version appears to be the most complete and up-to-date after correcting for a missing Original Page 6 in Section 1 and substituting Second Revised Page 5 in Section 6 for the more current page issued 6/18/2021 and effective 8/25/2021. This corrected

e-mail Docket No. 20-00009 tariff ("Tariff") was relied upon and used in this Complaints and Petitions filing. The first thirty-four (34) consecutive but not numbered pages of this Docket No. 20-00009 filing have identifier information at the top and bottom of the page that appears to comply with the TPUC Rules 1220-01-01-.03 entitled "General Filing Requirements" ("Official Tariff"). The remaining eleven (11) pages (i.e. consecutive but not numbered pages 35 thru 45) fail to meet the TPUC Rules for "General Filing Requirements" except that each of these pages has a title typed at the top of the document ("Trailing Pages").

III. INITIAL COMPLAINT

(4) On March 25, 2022, the Petitioner filed a four (4) page complaint (TPUC file No. 22-0165 incorporated herein by reference) against TWS with the Consumer Services Division (" CSD") at TPUC in which this initial complaint set forth blatant violations of TPUC Rules by TWS along with most, if not all, of the issues included in this Complaints and Petitions filing. On April 18, 2022 Mr. Carlos Black at CSD emailed Petitioner a two (2) sentence summary of TWS's response to this initial complaint in which Mr. Black stated TWS responded as follows: **"... your complaint issue or situation could be easily resolved if you would sign the Sewer Subscription Contract, which would change your billing to the residential rate."** Petitioner informed Mr. Black that (a) this summarized TWS response was unacceptable to Petitioner since (a) a signed Sewer Subscription Contract with corrections for TWS errors and clarifying ambiguous language in it has already been provided to TWS and (b) this response by TWS did not respond to all the issues raised in the initial complaint. Upon requesting from Mr. Black to be given to Petitioner a complete written copy of the response by TWS to this initial complaint, he instructed Petitioner to get a copy from

TWS. TWS has no specific contractual and/or regulatory obligation to provide a copy of their response to Petitioner other than a general requirement in TPUC Rules 12-04-03-.14(1) (d) that states **"Each utility shall… Furnish such additional information as the customer may reasonably request."** However, from Petitioner's experience with TWS, TWS does not comply with this rule when TWS was requested to provide information to the Petitioner in the past. In addition, based on Petitioner's business experience while working with federal and multiple state government regulatory agencies in the real estate mortgage finance industry, it is highly unusual such mortgage finance regulators would not, as a matter of routine practice in order to expeditiously resolve disputes, promote goodwill and encourage feedback from customers, provide directly to a complainant with a copy of all response(s) from the regulated entity to resolve the issues raised by a customer. When Petitioner asked Mr. Black how to resolve the Petitioner's issues with TWS, he told the Petitioner to file a "formal complaint" with the TPUC. In Petitioner's opinion, it is overkill to burden the Commission at TPUC to resolve the Petitioner's disputes with TWS but it appears to be the only resolution available to Petitioner.

IV. ARGUMENTS

(5) The crux of the issues in this filing center primarily around TWS's requirement for the Petitioner (Petitioner, customer and ratepayer hereinafter collectively referred to as "Ratepayer") to agree, sign and, thereby, be bound by the terms and conditions of their Sewer Subscription Contract **("hereinafter referred to as Contract and a copy of the**

Contract from the Trailing Pages attached hereto as EXHIBIT "I") as written by TWS without changes and corrections for errors and ambiguities contained in the Contract.

ISSUE #1: Is the Contract an official legal document filed in the TWS Tariff?-

(6) TPUC Rules 1220-04-01-.03(2) states "**Rules and regulations of the utility that in any manner affects the rates charged or that define the extent or character of the services to be given shall be included with each tariff.**" While Paragraph (2) of TPUC Rules 1220-01-01-.03 entitled "General Filing Requirements" states **"All documents filed in a formal proceeding shall contain a caption stating the style of the proceeding, the docket number unless no docket number has been assigned at the time of the filing, and the date and title of the document being filed."**

(7) Except for the titling requirement of this latter rule, none of the documents after page 34 at the end of the Official Tariff on pages 35 thru 45 (including the two (2) versions of the Contract forms on pages 35-38) comply with the General Filing Procedures rule. In addition, TWS failed to list or identify any of the documents in the Trailing Pages in the Official Tariff (including the Contract forms starting on page 35) on either the CHECK LIST on T.R.A. No.2, Section 1, Third Revised Page 2 or the TABLE OF CONTENTS on TPUC No. 2, Section 1, Original Page 3 of the Official Tariff.

(8) Due to the failure of consecutive pages 35 thru 45 in the Trailing Pages to comply with the General Filing Procedures in the TPUC Rules, it appears TWS lazily just "plopped" these non-compliant pages at the end of the Official Tariff. Filings with the TPUC appear to follow a rules based process. The general public should be able to rely on the published guidelines for such basic filing procedures and not have to guess as to whether a document is properly and

officially filed with the TPUC thereby making such document a part of a tariff legally binding and enforceable upon the Ratepayers.

(9) It appears the Contract Form is not a part of TWS's Tariff and, therefore, is not binding and enforceable upon any of the sewer Ratepayers who have entered into it to date with TWS.

ISSUE #2:Contract and Utility Customer's Manual ("Manual") Topics-

(a) Paragraph # 6: Is Easement Described In Contract On Recorded Plat?-

(10) Utility easements are a "red flag" subject with the Petitioner. The Petitioner has found them fraught with potential unsuspecting risk if their terms and conditions are not clear and "nailed down" from the beginning due to the Petitioner's bad experience with utilities interpreting ambiguous easement terms to suit their needs and abusing easements in the past.

(11) TWS requires customers to complete and sign a Sewer Subscription Contract form. This Contract is poorly written, filled with ambiguity and certain provisions are unnecessary and/or do not comply with TPUC Rules and Paragraph #6 of the Contract is wrong. TWS states in Paragraph #6 "...**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***(note: there appears to be a missing word(s) and/or punctuation in the phrase "the sewer system the property" in this sentence)***, including but not limited to the Interceptor tank, and the Interceptor Pump or Interceptor Gravity systems.**" (the performance of tasks by anyone not just TWS to operate, maintain, construct, install and repair hereinafter collectively referred to as "Tasks"). The Petitioner's

review of the original plat (including most, if not all, subsequently recorded plat revisions to the original plat) all certified to by Onsite Systems, Inc.(predecessor to TWS) for Sewage Disposal Certification for the Starr Crest 2-Phase 2 subdivision in which the original plat is recorded on Page 45 of the Large Map Book 5 at the Register of Deeds for Sevier County, TN on September 17, 2003 ("Original Plat") has no such previously quoted from Paragraph #6 TWS utility easement notation on it.

(12) However, the surveyor of the Original Plat subsequently prepared a "Revision of Lots 85 & 110" plat recorded on November 8, 2006 making minor boundary line changes between Petitioner's lot #110 and the adjacent lot #85 (" Revised Plat"). The surveyor stated on this Revised Plat a **"5' UTILITY & DRAINAGE EASEMENTS- SIDE & REAR LOT LINES".** If this 5' easement is the easement referred to by paragraph #6 in the Contract, then the description of such easement in Paragraph #6 alleged as specifically given to TWS grossly misrepresents and does not depict the easement established for all utility providers described on the Revised Plat. The Paragraph #6 easement creates a new expanded utility easement with terms and conditions that are overly-broad, ambiguous, and unnecessary.

(13) The mere reference to and expansion of the scope of the utility easement in the Contract by TWS beyond and in addition to the 5 feet utility easement recorded in the public records filing of the Revised Plat is unnecessary. The recorded five (5) feet side and rear lot lines utility easement is usual and customary in the residential real estate industry. It allows, along with a similar 5 feet boundary line utility easement for adjacent lots, a more than adequate combined total 10 feet boundary line access to provide utility services to the sewer components. To the best of the Petitioner's knowledge and belief, all of the sewer components on property owners' lots in Starr Crest are located at or in the immediate vicinity of the side or

rear boundary line of the owners' lots as is such location of sewer components on the Petitioner's property. If a utility provider had to exceed the recorded total 10' feet easements to perform their services, any reasonable property owner would allow such additional access to their property to get their nonworking sewer system operational again. All of the other providers of utility services (such as Sevier County Electric, City of Pigeon Forge Water Dept., Comcast Cable Service, etc.) provide their utility services to the Petitioner's property relying on this recorded total 10 feet boundary line utility easement without having to enter into a separate easement to perform their services. What is so unique about the sewer services provided by TWS that requires a separate additional easement arrangement other than to unnecessarily expand access to an owners' entire property for whatever reason..

(14) The Petitioner's review of the TPUC Rules does not reveal a requirement by the TPUC for wastewater utilities to enter into separate easement agreements with customers to provide sewer services to them. However, TWS discloses in Section 2- Rules and Regulations filed in the Official Tariff with the TPUC ("TWS RULES") on the top of Original Page 2 that **"The Customer must execute an agreement granting an easement to the Company for maintenance of the sewer system.**" This requirement by TWS for customers to enter into a separate easement agreement other than the 5 feet easement already recorded in the public records is redundant and unnecessary. In addition, the scope and extent of the easement described and required by TWS in paragraph #6 of the Contract exceeds the easement terms disclosed in the Official Tariff filed with the TPUC by TWS. In the event the TPUC rules TWS can require a separate utility easement in addition to the 5' utility easement now recorded in the public records, then the terms and conditions of the additional easement should follow verbatim those terms and conditions disclosed by TWS in any

subsequent tariff filed with the TPUC.

(b) Paragraph #6: Contract Easement Terms and Scope Overly-Broad-

(15) Although TWS alleges the easement characterized by Paragraph # 6 in the Contract is recorded in the public land records but it is not so recorded as described by TWS, the wording of such easement in this Paragraph #6 is overly-broad and far reaching. For example, Paragraph #6 of the Contract states "**...I further grant TWS permission to enter upon my property**(*note: the term "**property**" means the entire property including cabin identified in the Contract as 1811 Starr Street, Sevierville, TN 37876)* **for any reason connected with the provision or removal of sewer service or collection therefore***(note: the phrase **"sewer service or collection therefore"** is not defined and/ or qualified as to its scope and/or this statement does not identify where on the property such sewer service will be performed)*." TWS uses in the Contract, Tariff and Trailing Pages [including the Manual starting on consecutive page 39 in the Trailing Pages at the back of the Official Tariff] numerous industry specific technical terms for sewer components and/or system/processes that are not defined or explained and does not provide a diagram of the typical sewer service system layout showing its design and components. There are sewer pipes inside the cabin that are connected to and a part of the overall sewer system. A broad interpretation of the sentence quoted above from the Contract gives TWS the right, whether it is their intent or not or whether TWS would elect to exercise such right, to enter the Petitioner's cabin at anytime without Petitioner's knowledge or consent and 'service" those "sewer" pipes. In addition, the same broad interpretation would permit TWS to come onto the property grounds at any location on the property with their workers, trucks and equipment

including the parking of vehicles and heavy equipment anywhere and/or anytime on the property including overnight to perform undefined "sewer service". This sentence gives TWS unfettered, complete and unrestrained access to the Petitioner's entire .56 acres of property including the cabin building improvements. The Petitioner is highly concerned the Petitioner's acknowledgment of a nonexistent easement as written in paragraph #6 of the Contract required by TWS would create an unrestricted easement to the Petitioner's entire property with unacceptable and unknowable consequences to the Petitioner.

(c)Paragraphs #6 & #7: Conflicting Contract Terms And Responsibilities

(16) Remember, none of the capitalized industry specific technical terms used by TWS are defined or shown in a diagram of the sewer system in either the Contract, Official Tariff, Trailing Pages and/or Manual.

(17) TWS states in the consecutive, but not numbered, page 40 of the Manual that "**The utility .... is responsible for maintenance and operation of all system components** *(underline added)* **following the outfall line from your home.**" In addition, Paragraph #6 of the Contract states "**....This easement provides TWS the right to operate, maintain, install and repair all components** *(underline added)* **of the sewer system...**". Conversely, in Paragraph #7 of the Contract, TWS states ".... **I** (*note: the term **"I"** means the individual identified in and subscriber signing the Contract)* **am responsible for the operation and repair of all other plumbing** *(underline added)* **and related structures on the property, including the outfall line to the Interceptor tank, and service line to the sewer connection valve.**".

(18) These quoted responsibilities between TWS and the Ratepayer are extremely confusing

and conflict, at times, with each other. For example, the Manual (page 40) states the utility is responsible for all maintenance and operation of all system components following the outfall line. This TWS responsibility to maintain and operate all system components after the outfall line is somewhat repeated in the referenced alleged easement in Contract Paragraph #6 that states **"...This easement provides TWS the right to maintain, operate, construct, install, and repair all components of the sewer system including, but not limited to, the Interceptor tank, and Interceptor Pump or Interceptor Gravity systems."** (note; TWS in this Paragraph #6 quoted provision does not exclude the outfall line as does page 40 of the Manual).However, instead of TWS being responsible for all sewer components following the outfall line (as stated in the Manual) or TWS having the right to perform Tasks on all components of the sewer system (as stated in Contract Paragraph #6 with no exclusion for the outfall line), the responsibility provisions in Contract Paragraph #7 now "muddies the water" and conflicts with sewer component responsibilities in the Manual and Contract Paragraph #6.Contract Paragraph #7 now assigns and gives the subscriber/customer responsibility for certain other sewer components on the property when it states **" I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including..."**.

(19) Finally, the Tasks TWS alleges the easement provides TWS the right to perform in Paragraph #6 of the Contract and the utility responsibilities on page 40 of the Manual, do not specifically state and, therefore, it is not clear, the party responsible to pay for the costs and expenses to perform such Tasks and responsibilities. Although not so stated, the Petitioner believes it is the intent of TWS to require the Ratepayer to use and pay to TWS separately, in addition to the monthly sewer service charge, for the performance by TWS of these Tasks and

responsibilities.

(20) Until proven otherwise, the Petitioner believes all of the sewer disposal components installed on the Petitioner's property are owned by the Petitioner. As is the business arrangement with all other regulated utility providers providing utility service to the Petitioner, the Petitioner owns all (except for possibly the electric meter and/or may, from time to time, rent certain), of the equipment installed on the Petitioner's property for such utility service and use. It is understood by these other utilities providing their services to the Petitioner that the Petitioner is responsible and pays for the maintenance and operation of the equipment owned and on the Petitioner's property. The Petitioner is not required, but has the option if the provider agrees, to use these utility providers to perform such maintenance, operation and/or repair responsibilities and/or can freely choose and bargain with any other third-party contractors and/or these utility providers to have Tasks performed on utility components on the Petitioner's property. Any contractual requirement that is thrust upon Ratepayers and is not entered into in a negotiated arms-length bargained transaction forcing captive Ratepayers to use and separately compensate (note: "separately compensate" means beyond and in addition to the regular monthly sewer service charged and billed by TWS each month) TWS to perform Tasks on sewer components owned and on the Ratepayers' property is against free enterprise, stifles competition and is not in the public interest. Accordingly, the Petitioner requests the TPUC to rule to prohibit TWS from requiring TWS sewer Ratepayers to use and separately pay TWS (in addition to the sewer services already built into, included and a part of the regular sewer charge billed by TWS each month) to perform Tasks on the sewer components and systems located on Ratepayers' property. This TPUC ruling should provide the Ratepayer the option to use and contract with either TWS and/or any other sewer

service contractor to perform such sewer service Tasks. In the event the costs and expenses to perform Tasks on sewer components and systems on the Ratepayers' property are now already built into and a part of the regular sewer charge billed to and paid by the Ratepayer each month to TWS and such costs/expenses will not be separately billed to the Ratepayer upon TWS performing such Tasks, then the TPUC ruling should require TWS to clearly disclose and state such billing practice in the Tariff.

(d)Paragraph#12: Undisclosed Contract "FOREVER Use" Requirement-

(21) The TPUC Rules do not reference, sanction and/or require and TWS Rules do not disclose in the Official Tariff (other than the inclusion of the Contract itself in the Trailing Pages following such tariff) the provision in paragraph #12 of the Contract that the Contract stays in effect as long as the property owner owns their property. Essentially, this provision requires the property owner to always use TWS for sewer disposal service for as long as they own their property ("Forever Use"). This contractual requirement to always use TWS for sewer service on their property foregoes the ability of the Ratepayer to choose any future options for such service and prevents the Ratepayers of TWS from using any new sewer disposal alternative methods that my become available and/or developed in the future. These new alternative methods, to name a few, could include, the City of Pigeon Forge extending and/or Sevier County providing sewer services to Starr Crest along with any advancement in technology to allow a property owner to install a subterranean sewer disposal system on steep mountainous terrain(such as Starr Crest) and/or in newly created dirt filled land. As presently presented, all Ratepayers of TWS must sign and agree to the Contract to receive sewer service to their property from TWS without change or negotiation of the terms and conditions of the

Contract. This provision in the Contract to "Forever Use" TWS for sewer disposal is not an arms-length bargained concession on the part of the Ratepayers and serves no purpose other than to "lock-in business" now for TWS against any future sewer disposal service competition to TWS without receipt from TWS of adequate compensation for such concession.. This TWS "Forever Use" requirement is against free enterprise, stifles any future competition to TWS and is not in the public interest. No captive Ratepayer should be required, against their will and under duress, to enter into an agreement having a Forever Use provision in order to receive utility services from a public utility provider. Therefore, TPUC is requested to rule the Forever Use provision is null and void in existing Contracts of TWS and prohibit TWS from including the "Forever Use" requirement in any future tariff filings with TPUC.

(22) It is the understanding of the Petitioner most, if not the overwhelming majority, of the plant, equipment, fixtures, land and sewer systems ("Plant") now operated by TWS to provide sewer services to Ratepayers was initially acquired/developed/installed/constructed and exclusively paid for by the owner/developer/builder ("Developer") of the subdivision land, such as Starr Crest, now operated by TWS. When the Plant was complete and operational, the Developer donated to TWS, at no cost to TWS, the Plant to operate for the benefit of, and provide sewer service to, the Ratepayers. In order for the Developer to fund the Plant and generate a profit, the costs and expenses paid up-front by the Developer for the Plant was included in the sales prices charged by the Developer to the initial Ratepayers who purchased the lots and improvements, including the Plant, in the subdivision. Subsequently, those costs and expenses (in whole or in part) for the Plant were passed along in the resale price paid by successive buyers of property in the subdivision. Therefore, the Ratepayers, past and present, paid for the Plant used to provide sewer service by TWS resulting in TWS having a minimal

investment in the Plant other than TWS's time and expertise to operate and maintain it. TWS is compensated on an ongoing basis by payment of the sewer service bill charged to and paid by the Ratepayer each month. Based on the Petitioner's understanding of TWS's business model, it appears the routine operating and providing of daily sewer treatment and disposal service to Ratepayers is a relatively risk free "Cash Cow" for TWS. This ongoing daily back-end sewer treatment and disposal service generates end-user sewer customers that facilitates and supports the upfront design, development and installation of the end-user sewer systems by the commonly owned affiliated sister companies of TWS. It further appears that if Starr Crest (and for that matter, any other subdivision serviced by TWS) were completely destroyed tomorrow and no sewer service was needed and paid for by the Ratepayers, then TWS would not incur a significant, if any, immediate financial lose for the accounting write-off of the Plant asset. Therefore, it does not appear that TWS has any material initial and/or ongoing financial investment to recover from the Ratepayer in order to justify and/or substantiate the "Forever Use" requirement in Paragraph #12 and/or the billing policy to charge and "Pay for (sewer) Services Not Used" discussed in Issue #3. Finally, there appears to be no business purpose reason or need of TWS to justify and support their undisclosed in Official Tariff "Forever Use" and "Pay for Services Not Used" policies other than Greed and/or the TWS widespread attitude that the only alternative for a customer disagreeing with these billing practices is to have their sewer services cut-off.

(e) General: Limit Contract to TPUC Water Cut-off Requirements-

(23) The only reference to and requirement in the TPUC Rules for a customer to enter into a written "Subscription Service Contract" (note TWS entitles their contract a Sewer

Subscription Contract) is in TPUC Rules 1220-04-13-.14.This rule requires such contract to allow the public wastewater utility to either (1) install and have exclusive right to use a cutoff value in the water line or (2) cutoff the water by agreement with the water provider. TWS has expanded and buried other contractual obligations of the customer in their version of the TPUC Sewer Service Contract to not only require the TPUC water cutoff value installation requirement but also expand easement access to customers' property and force Ratepayers to agree to the undisclosed in the Official Tariff the Forever Use contractual obligation. In addition, the Sewer Subscription Contract of TWS includes superfluous information and disclosures with dubious limited or no valve. Therefore, the Sewer Subscription Contract of TWS should be limited only to the TPUC intended purpose of disclosing to Ratepayers the cut-off value requirements specified in the TPUC Rules.

ISSUE #3: Undisclosed in Tariff "Pay for Services Not Used" Billing Practice-(24) TPUC Rules do not specifically reference and/or sanction the practice and/or require wastewater utilities to charge for sewer disposal services to property owners when the owners' property is vacant and no such services are needed and/or used by them. However, TWS states on page 2 of their monthly Billing Statement under the caption Residential & Commercial Charges that "**The bill is charged to the property owner whether the property is occupied or vacant."** The Petitioner believes TWS intents in this billing practice statement to charge the property owner for the entire regularly charged sewer service amount each month regardless of whether the property is occupied or vacant and sewer service is used or not". If TWS carries this billing practice to its extreme, TWS could disconnect a Ratepayers' sewer service for any reason whether such disconnection is justified

or not (as in the threatened by TWS to disconnect the Petitioner's sewer service discussed in the next Issue #4 below) and the Ratepayer would be obligated to continue to pay for unused sewer service charged by TWS. No utility should have such power and be unjustly enriched when services are not provided to captive utility Ratepayers. This Pay For Services Not Used billing practice is only disclosed in the monthly Billing Statement mailed to Ratepayers and not in the Official Tariff filed with the TPUC making, the Petitioner believes, such policy illegal and unenforceable. Therefore, TPUC is requested to rule that TWS refund to Ratepayers all amounts paid for sewer service when a Ratepayer notified TWS to discontinue and not charge for sewer service to their property due to an upcoming extended vacancy at the property and sewer service would not be needed at the property but TWS still charged the regular sewer service amount to them each month. In addition, TPUC is requested rule to prohibit TWS from imposing this billing practice in the future of charging Ratepayers for such sewer services not needed and used by Ratepayers.

(25) TWS presently charges a sewer service disconnect and reconnect fee of $40 and $50, respectively. In the event a property is vacant of occupants for an extended period of time (such as for renovation/rebuild, maintenance and/or sale of the property, etc) and utility services, such as for sewer disposal, are not needed and/or used, the property owner should have the option and choice, as is available in such situations with all other utility providers, to make the economic decision as whether to continue to pay the regular full monthly sewer service charge or temporarily cancel such service and pay the disconnect/reconnect fees.

(26) To the layperson, it appears unusual TWS charges a higher reconnect of sewer service fee of $50 compared to a lower disconnect of sewer service fee of $40.These tasks for reconnect/disconnect apply to the same property, location and sewer components. Therefore,

TWS should incur substantially similar, if not the exact, costs for worker skills and job site work/travel time to perform these services. TWS should explain their rational and provide the historical financial data to support and justify the discrepancy in these fees.

ISSUE #4: Petitioner Charged Commercial Rate instead of Residential Rate-

(27) TWS has consistently billed the Petitioner at the commercial rate. On April 12, 2021, the Petitioner notified TWS in writing **(see EXHIBIT "II" attached hereto)** that the Petitioner's cabin is not presently and never has been rented to third parties and, therefore the Petitioner's monthly rate should be billed at the residential rate. The commercial rate is approximately $26.25 higher than the residential rate. Although TWS continued to bill the Petitioner at the commercial rate, the Petitioner started paying in April, 2021 at the residential rate each month thinking it would take time for TWS to adjust their accounting system and bill the Petitioner at the correct residential rate. After accumulating what TWS prints on their monthly statement as a "Balance Forward" totaling $80.06 on their statement dated 06/28/2021**(see EXHIBIT "III" attached hereto)**, TWS mailed to the Petitioner a demand collection letter, dated June 30, 2021 **(see EXHIBIT "IV" attached hereto)**. This demand collection letter stated payments on the Petitioner's sewer account were delinquent and future sewer service will be discontinued in the event $158.62 is not paid to TWS by 07/15/2021.

(28) The Petitioner submitted the $158.62 demanded by TWS along with a written letter notifying TWS that amounts paid to TWS at the commercial rate in excess of the residential rate plus any penalties and/or interest relating thereto are "PAID IN PROTEST" until the Petitioner's status as a user of sewer service is resolved between us. TWS continued to bill the

Petitioner at the commercial rate each month after the Petitioner's written notification to them of the Petitioner's residential user status in April, 2021. The Petitioner paid all these subsequent commercial rate amounts to TWS with each payment accompanied with a written notice such amounts are "PAID IN PROTEST". These "PAID IN PROTEST" amounts have accumulated to $500.06 as of the last billing dated on 09/28/2022.

(29) On February 23, 2022, Petitioner received a demand letter, dated February 17, 2022, **(see EXHIBIT "V" attached hereto)** from TWS threatening to disconnect the Petitioner's sewer service if their Sewer Subscription Contract is not signed and returned to TWS by February 28, 2022 (note- the date demanded by TWS for TWS to receive the signed Contract is an unreasonably short five(5) days for Petitioner to respond by U.S. mail). Regardless of the many flaws in the Sewer Subscription Contract form discussed with TWS personnel over time, Petitioner completed such form and made minimal, as space provided and as few as possible, handwritten (some typed) changes to clarify and correct it in order to give the Petitioner some but not complete comfort to sign and agree to be bound by the terms and conditions in it. The executed/changed Sewer Subscription Contract form, dated February 28, 2022, (" Clarified Contract") **(see EXHIBIT "VI" attached hereto)** was e-mailed to Ms. Ginger Witt at TWS on that date. Upon receiving the executed Clarified Contract, Ms. Witt stated TWS could not accept a Sewer Subscription Contract form with any changes to it since the form of the Sewer Subscription Contract had been filed and approved by the TPUC and could not now be changed for any reason. Ms. Witt then instructed the Petitioner to go to the TWS website and click on the caption "TPUC Tariff" to read the most recent TWS tariff filing available to the public containing such contract. Upon doing as Ms. Witt instructed, the Petitioner found there are no identifier Tariff/Docket number typed and/or designated on any of the documents

included in the tariff filing shown and available under the caption "TPUC Tariff" on the TWS website. However, a transmittal letter, dated August 20, 2021, at the beginning of the TPUC Tariff documents on the website from Joe Shirley, Director of Utility Audit and Compliance at TPUC forwarding documents to Jeff Risden at TWS has a "Re: Tariff Filing No. 21-0099" typed before the salutation and "Tariff #2021-0099" is referenced in the body of the letter. To my surprise, Docket No. 21-00099 referenced in Mr. Shirley's transmittal letter on the TPUC website are filings for **Chattanooga Gas Company.** As of October 19, 2022, these Docket/Tariff numberless documents having missing and outdated pages that are posted and labeled on the TWS as "TPUC Tariff" are of dubious value to the public and are an example and reflection of TWS quality control of their business operations or lack thereof.

(30) Although TWS alleges otherwise, the Petitioner believes the Sewer Subscription Contract and the terms therein have not been officially filed with the TPUC in accordance with TPUC Rules thereby making such Contract a legal and binding part of the Official Tariff. This unofficial status results in the Contract being unenforceable and without standing. However, when TWS demanded in February, 2022 that the Petitioner forward to TWS a signed Sewer Subscription Contract, the Petitioner provided to TWS a signed and modified for errors and ambiguity Sewer Subscription Contract which included, without any substantive material change, the required water cut-off requirements in TPUC Rules 1220-04-13-.14(2). Apparantly, to give the TPUC water cut-off requirement serious emphasis, the TPUC Rules further provides for the wastewater utility to refuse wastewater sewer service to a customer refusing to agree in writing to the Sewer Service Contract that has the water cut-off requirements in it. Although TWS rejected the Clarified Contract for other changed provisions in such contract not relating to the TPUC water cut-off requirements, the Petitioner has

complied with the TPUC water cut-off requirement by providing the signed Clarified Contract to TWS.

(31) Unfortunately for Ratepayers, TWS has intermingled the TPUC water cut-off requirements in their Sewer Subscription Contract with the unnecessary easement and undisclosed Forever Use requirements together with other erroneous, confusing, dubious and extraneous understandings, information and disclosures in the Contract. TWS requires Ratepayers to agree to and sign such Contract as a package without any changes whatsoever. In the event a Ratepayer agrees with the TPUC required water cut-off provision but disagrees with other parts of the packaged Contract and refuses to agree to and sign it without making changes and/or clarifications to the disputed parts (as is the Petitioner's case), then such intermingled Contract arrangement now gives TWS an excuse (due to intermingling other separate unrelated sewer service provisions with the TPUC water cut-off requirement) to threaten and disconnect Ratepayers' sewer service. TWS has taken this intermingled Contract arrangement a step further by now holding the Petitioner hostage and demanding the Petitioner pay a higher commercial sewer rate until the Petitioner signs and agrees to an unchanged, unofficial and unenforceable Contract which the Petitioner believes TWS does not have the authority to do. This intermingled Contract arrangement of TWS is a prime example supporting the recommendation to TPUC (discussed in Issue #2 (e) above) to limit the Sewer Subscription Contract of TWS to only the water cut-off requirements of TPUC.

(32) The Petitioner has complied with the water cut-off requirement of TPUC by providing the changed and signed Clarified Contract to TWS. Therefore, no justification exists in the TPUC Rules allowing TWS to bully the Petitioner by threatening to disconnect sewer service and/or charge higher sewer rates until the Petitioner agrees to and provides another signed

Contract to TWS with no changes. In fact, TWS's threat to disconnect the Petitioner's sewer service in June, 2021 is in obvious violation of TPUC Rules 1220-04-13-.14(3)(d) which specifically states **"(3) The following shall not constitute sufficient cause for refusal of service to a present or prospective customer: (d) Failure to pay for a different type or class of public wastewater utility service."** TPUC is requested to rule that TWS start charging the petitioner at the residential sewer rate and to refund without delay in immediately available funds to the Petitioner the balance of the outstanding "PAID IN PROTEST" amounts totaling $500.06 as of the last TWS billing dated September 28, 2022. This "PAID IN PROTEST" balance of $500.06 increases by $26.25 each billing month after September 28, 2022 as "Paid IN PROTEST" monthly payments are billed and paid until TWS bills the Petitioner the correct sewer service residential rate.

(33) On both September 2 and October 12, 2022, the Petitioner received more demand letters, dated August 26 and September 7, 2022, respectively, from TWS again threatening to disconnect the Petitioner's sewer service if their unchanged Sewer Subscription Contract is not signed and returned to TWS by September 10 and October 24, 2022, respectively. These last threats to discontinue sewer service has further encouraged the Petitioner to file, as instructed by Mr. Black, this "formal" Complaints and Petitions with the TPUC as the only remedy to finally resolve these disputes with TWS over the Contract and TWS billing practices.

V. REQUEST FOR RELIEF

(34) Show Cause Orders-For all of these arguments and reasons set forth in this Complaints and Petitions filing, the Petitioner hereby respectfully petitions and requests

TPUC to issue Show Cause Orders to TWS as follows:

(i) with respect to Issue #1 (i.e. Is Contract part of official Tariff?), TWS to provide TPUC and Petitioner with a copy of the Sewer Subscription Contract showing that such document meets the official filing requirements of TPUC Rules 1220-01-01-.03 General Filing Requirements thereby making it a part of the official Tariff filed by TWS with the TPUC ("Show Cause Order #1").

(ii) with respect to Issue #2(a) (i.e. Is Contract described easement recorded?), TWS to provide a copy of the alleged **recorded** plat filed with the register of deeds of Sevier County, TN showing on such recorded plat that TWS, its successors, and assigns have a perpetual easement in, over, under, and upon the Petitioner's real property located in Starr Crest and such plat easement, as so described, has substantially the exact same easement terms and conditions as TWS alleges and describes in paragraph #6 of their Sewer Subscription Contract,

(iii) with respect to Issue #2(b) (i.e. Justify need for separate easement?), TWS to state in writing the reasons supporting the practical and operational need and justification for the requirement in the Contract and Tariff for their customers in Starr Crest, including the Petitioner, to grant TWS a separate easement to maintain such property owners' sewer system components other than and/or in addition to the " 5' UTILITY & DRAINAGE EASEMENTS-SIDE & REAR LINES" already recorded in the public records for Starr Crest and available to TWS for such maintenance and service,

(iv) with respect to Issue#2(c) (i.e. Clarify conflicting responsibilities?), TWS to state specifically (as to each party and/or component in writing using clear and unambiguous terms and conditions an average property owner can understand) (a) the party

and the specific responsibilities of that party for the operation, repair and maintenance of the sewer component equipment located on the owner's property, (b) the party that owns each individual sewer component equipment installed on the owner's property and who is required to perform and pay for the operation, repair and maintenance of such equipment and (c) whether the property owner is required to contract with, use, and pay to TWS separately (i.e. outside and in addition to the regular recurring monthly sewer bill) for the costs and expenses to perform such tasks on equipment located on the Ratepayers' property,

(v) with respect to Issue #2 (d) (i.e. Undisclosed Forever Use Requirement), TWS to state in writing the specific Section and Page Number location of the document in the officially filed Tariff (other than, what appears to be, the unofficial filed Sewer Subscription Contract in the Trailing Pages) and to provide to the TPUC and Petitioner a copy of such officially filed document disclosing the requirement set forth in paragraph #12 of the Sewer Subscription Contract requiring Ratepayers of TWS to use TWS for as long as such Ratepayers own, reside upon or rent their property; and

(vi) with respect to Issue #3 (i.e. Undisclosed Pay For Services Not Used Requirement), TWS to state in writing the specific Section and Page Number location of the document in the official filed Tariff and provide a copy of such document to the TPUC and Petitioner disclosing the billing policy, practice and requirement of TWS set forth under the caption RESIDENTIAL & COMMERCIAL CHARGES on page 2 of the TWS Billing Statement which states such billing practice is "… The bill is charged to the property owner whether the property is occupied or vacant. In addition, TWS to explain in writing and provide TPUC and Petitioner a copy of such explanation of the TWS rational and provide the historical financial data to support and justify charging Ratepayers more to reconnect their sewer service

(i.e.$50) than is charged to disconnect their sewer service (i.e. $40) at the same property location.

(34) Declaratory Rulings-Subject to TWS's written response(s) to the above requested and/or issued Show Cause Orders and the TPUC review and deliberations of those responses in light of the evidence, arguments, reasons and history set forth in this Complaints and Petitions filing, the Petitioner hereby respectfully petitions and requests the TPUC to issue Declaratory Rulings to TWS as to the following:

(i) with respect to Issue #1, the Petitioner requests the TPUC to rule whether the form of the Sewer Subscription Contract produced, if any, by TWS in response to Show Cause Order #1 and/or the Contract attached hereto as EXHIBIT "I" meet(s) the filing requirements of TPUC Rules 1220-01-01-.03, "General Filing Requirements" thereby making such contract form a properly filed and legal, binding and official part of the Tariff filed by TWS with the TPUC resulting in any such completed Contract form to be enforceable upon the Ratepayers required to sign, enter into and agree to it to date,

(ii) with respect to Issue #2(a), the Petitioner requests the TPUC to rule whether a Ratepayer must enter into and agree to an unchanged contract agreement form exactly as that contract agreement has been properly and officially filed with the TPUC when such contract agreement contains errors and/or ambiguities without making any corrections and/or changes to such officially filed contract agreement,

(iii) with respect to Issue #2(b), the Petitioner requests the TPUC to rule to prohibit TWS from requiring Ratepayers to enter into an additional separate utility easement to their property if at least a five (5) feet or more utility and drainage easement is recorded in the public records on the side and rear boundary lot lines of the property in the county to which

sewer service is to be provided by TWS,

(iv) with respect to Issue #2(b), the Petitioner requests the TPUC to rule, in connection with any easement contract agreement a Ratepayer must sign and agree to with TWS, to require TWS (a) to be specific, clear and unambiguous as to the scope and extent of the easement terms and conditions for TWS access to the Ratepayers' property to perform sewer service and (b) to use and recite verbatim the same language for those terms and conditions as are disclosed in the tariff establishing such easement requirement as are required and presented in the easement contract agreement the Ratepayer must sign and agree,

(v) with respect to Issue #2(c), the Petitioner requests the TPUC to rule to require TWS to clarify in the filed tariff and state specifically (as to each party and/or sewer component using clear and unambiguous terms and conditions an average person can understand and provide a diagram with each sewer equipment component labeled of a typical sewer system installed on a Ratepayers' property) (a) the party and the specific responsibilities of that party for the operation, repair and maintenance of the sewer system component equipment located on the owner's property, (b) the party that owns each individual sewer component equipment installed on the owner's property and who is required to perform and pay for the operation, repair and maintenance of such equipment and (c) whether the property owner is <u>required</u> to use and/or pay to TWS separately (i.e. outside and in addition to the regular recurring monthly sewer bill) for the costs and expenses to perform such tasks on the equipment located on the Ratepayers' property,

(vi) with respect to Issue #2 (d), the Petitioner requests the TPUC to rule to prohibit TWS from requiring Ratepayers to enter into and agree to a contractual agreement for sewer

services provided by TWS that remains in effect for as long as the Ratepayer owns, resides upon or rents their property,

(vii) with respect to Issue #2(e), the Petitioner requests the TPUC to rule to prohibit TWS from intermingling varies sewer service contractual provisions in their version of the TPUC required Sewer Service Contract and to require TWS to (a) only include in and use their Sewer Subscription Contract to disclose to and have the Ratepayer agree to the water cut-off provisions required by TPUC Rules 1220-04-13-.14 and (b) provide to the Ratepayer a separate document other that the Sewer Subscription Contract listing any other sewer service matters TWS deems necessary for the Ratepayer to know and agree to about their sewer system,

(viii) with respect to Issue #3, the Petitioner requests the TPUC to rule (a)to prohibit TWS from charging Ratepayers for regular monthly sewer services when a Ratepayer notifies TWS to disconnect their sewer service due to their property's upcoming vacancy for an extended period of time and sewer service will not be needed and/or used at such property and (b) to refund to Ratepayers all amounts paid for sewer service when a Ratepayer notified TWS to discontinue and not charge them for sewer service to their property due to an upcoming extended vacancy at their property and sewer service would not be needed by them but TWS still charged the regular monthly sewer service amount to them each month; and

(ix) with respect to Issue #4, the Petitioner requests the TPUC to rule to require TWS (a) to classify the Petitioner's property as residential for sewer service payment purposes and start charging the Petitioner at the regular monthly residential sewer service rate and (b) to refund, without delay to the Petitioner, in immediately available funds the accumulated to date PAID IN PROTEST amount totaling $500.06 as of the last billing date on September 28, 2022 and to increase such PAID IN FULL amount by $26.25 for each month thereafter that

TWS bills to and the Petitioner pays TWS at the monthly Commercial sewer rate instead of the residential sewer service rate.

VI.CONCLUSION

(35) The Petitioner apologizes to the Commission for this Complaints and Petitions filing being so lengthy and wordy but I wanted to fully and accurately explain my long simmering issues with TWS to you.

(36) The Petitioner respectfully submits and requests the Commission to:

(i). Grant and issue the Show Cause Orders and Declaratory Rulings set forth under the Request for Relief caption of this Complaints and Petitions filing; and

(ii) Grant such other relief the Commission deems appropriate.

Respectfully submitted,

_____

Ronald C. McCabe, CPA
Petitioner
5501 Bellview Ave.
New Port Richey, FL 34652
727-842-4407
rcmbizz@hotmail.com
Date: October 21, 2022

CERTIFICATE OF SERVICE

The Petitioner certifies a true and correct copy of the foregoing has been served via postage prepaid U.S. Mail to the following on October 22, 2022.

Jeff Risden
Tennessee Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167-2582

Karen Stachowski
Consumer Protection and Advocate Div.
Office of the Attorney General
P. O. Box 20207
Nashville, TN 37202

EXHIBIT "VI"
UPDATED

TENNESSEE Wastewater
[An Adenus Utility]

SEWER SUBSCRIPTION CONTRACT

DATE: FEBRUARY 28, 2022 **PROPERTY CLOSING DATE:** _____

Ronald C. McCabe
PRINTED NAME

☐ **VACANT LOT**
☒ **RESIDENCE**

Starr Crest Resort
SUBDIVISION

[redacted] 110R
ADDRESS OF PROPERTY **LOT #**

[redacted]
MAILING ADDRESS

[redacted] [redacted]
TELEPHONE NUMBER **EMAIL 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 a monthly Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the monthly 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 monthly 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 ("Rules") filed with the Tennessee Public Utility Commission ("TPUC").
5. I agree that my use of the system components on my property shall conform to the guidelines set forth in the USER MANUAL (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~~ Rules. (a)
6. I ~~acknowledge that~~ grant 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 (b) the property, including but not limited to the Interceptor tank and the (c) 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, and service line to the sewer connection valve.
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 filed with TPUC.
11. 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 reasonable 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.
13. This Sewer Subscription and Contract becomes void upon its recording in the Public Land Records of Sevier County, Tennessee.

above and use sewer services from TWS.

Inserts above:
(a) for the maintenance of the outside sewer service components located on
(b) on the outside grounds of
(c) the immediate grounds adjacent to the sewer components outside and on

Ronald C McCabe
SUBSCRIBER'S SIGNATURE

EXHIBIT "V"

Received 2/23/2022 Wednesday Envelope attached with postmark 2/17/2022

ENNESSEE
Wastewater

851 Aviation Parkway
Smyrna, TN 37167

February 17, 2022

Ronald Mccabe
[redacted]

RE: Sewer Service Agreement – 1811 Starr Street
Account Number: 13195-0
CID Number: 9307

Dear Mr. Mccabe,

During a recent audit, we discovered that we have yet to receive your signed contract for sewer services at 1811 Starr Street in Starr Crest II. I have received your paid in protest letter. Records show back in May 2021 once we received your signed contract can change services to residential instead of cabin. ***Failure to submit signed contract could result in disconnection of sewer services and continued cabin fees.*** I have included a contract for your convenience. Please review, sign and return the contract back to our office prior to 02/28/2022. You may return the contract via enclosed envelope, email to customercare@tennesseewastewater.com or by fax 615-220-7209. You may visit our website at www.tennesseewastewater.com/signup.html should you prefer to complete the paperwork online.

Respectfully,
TENNESSEE WASTEWATER

Ginger Witt

Ginger Witt
TWSI Customer Service
Direct: 615/220-7193, Fax 615/220-7209

ENCLOSURES

EXHIBIT "IV"

This Letter Send Certified Mail - Did not Sign for it

TENNESSEE Wastewater

851 Aviation Parkway
Smyrna, TN 37167

06/30/2021

RONALD MCCABE
[redacted]

~~Service Address: 1811 STARR STREET~~
Account No: 13195-0
CID: 9307

Dear RONALD MCCABE:

Tennessee Wastewater Systems, Inc. is your sewer service provider. The current balance on your account is $158.62 which is due on 07/15/2021. Partial payment may not prevent your service from being disconnected.

Due to the delinquency of your account, your home is subject to disconnection from the sewer system on 07/16/2021 if payment is not received. In order to avoid this disconnection, it is very important that you visit tennesseewastewater.com to pay your past due amount or call 888-267-9923 to pay by phone. If disconnection occurs, additional fees for disconnection and reconnection will then apply.

If your service is disconnected, any household waste backing up into your home or running out in your yard will not be acceptable, as this creates a public health and safety hazard. It is imperative that you take care of this bill immediately. Please contact us should you have any questions.

Respectfully,

TENNESSEE WASTEWATER

Customer Service Division
615-220-7200

Tennessee Wastewater Systems, Inc. - Important Information

EXHIBIT "III"

QUESTIONS ABOUT YOUR BILL?

- **EMAIL:** customercare@tennesseewastewater.com
- **CUSTOMER SERVICE:** 888-3-ADENUS
- **24 HOUR EMERGENCY:** 877-669-0786
- **FAX NUMBER:** 615-220-7209
- **WEB SITE:** www.tennesseewastewater.com

MOVING OR NEED TO UPDATE ACCOUNT INFORMATION?

Please contact Customer Service at 888-3-ADENUS to speak with a customer service representative.

PAYMENT OPTIONS

- **Payment Address:**
  PO Box 997, Franklin, TN 37065-0967
- **Correspondence Only Address:**
  851 Aviation Parkway, Smyrna, TN 37167
- **AUTOPAY**: ACH draft authorization forms are available at www.tennesseewastewater.com or by contacting Customer Care at customercare@tennesseewastewater.com
- **WEBPAY**: Visa/MasterCard/Discover credit/debit card or electronic check payments at https://adenus.authoritypay.com/
- **PAY BY PHONE**: 888-267-9923

Credit Card Convenience Fee Charge is 2.45% with a minimum of $1.25

RETURNED PAYMENT FEE

There will be a bank fee of $25 assessed to your account for any returned check or ACH drafts.

DAMAGED EQUIPMENT

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 line or fixtures. Any damage not caused by the Utility to the water valve, locks of the water valve, lids, or any other component of the system on the customer's property shall be paid for by the customer.

All leaks in any building pipe or fixture on the premises of the customer shall be immediately repaired by the customer. 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.

RESIDENTIAL & COMMERCIAL CHARGES

SEWER/ESCROW CHARGES: The monthly rate reflects operating and capital costs of pumping, transmitting and treatment of wastewater. The bill is charged to the property owner whether the property is occupied or vacant.

BONDING: The bonding rate is a state-wide fee adjusted on an annual basis in August and effective upon approval by the Tennessee Public Utilities Commission.

ENVIRONMENTAL REPAIR TARIFF: 120 months, to expire 8/31/2028.

LEGAL EXPENSE TARIFF: 60 months, to expire 08/31/2023.

CAPACITY RESERVATION FEE CHARGES

Pursuant to Section 2 of Tennessee Wastewater Systems, Inc.'s tariff, 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 is applied towards the cost of the operation and maintenance of the sewer system serving your lot. As each customer taps onto 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 capacity reservation 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 Tennessee Wastewater Systems, Inc. Once capacity is revoked there will be a tap fee assessed against the property to re-establish services.

NOTICE OF SALE

To ensure the proper billing of wastewater fees, it is the responsibility of each property owner to notify Tennessee Wastewater Systems, Inc. whenever the property is sold and billing changes.

BUSINESS HOURS:
Monday through Friday, 7:30AM to 4:30PM
CST Except Holidays

EXHIBIT "III"

TENNESSEE Wastewater
[An Adenus Utility]

TENNESSEE WASTEWATER SYSTEMS, INC.
851 AVIATION PARKWAY
SMYRNA, TN 37167-2582

TEMP-RETURN SERVICE REQUESTED

Billing Statement

CUSTOMER CARE 888-323-3687 MAINTENANCE HOTLINE: 877-669-0786
www.tennesseewastewater.com

332 1 MB 0.450
RONALD MCCABE 2318
[redacted]

YNNNNN

ACCOUNT INFORMATION

ACCOUNT:	13195-0
SERVICE ADDRESS:	1811 STARR STREET
SERVICE PERIOD:	05/28/2021 to 06/28/2021
BILLING DATE:	06/28/2021
DUE DATE:	07/15/2021

ONLINE ACCESS ⇨ CID #: 9307

OFFICE HOURS: 7:30AM - 4:30PM CST MONDAY - FRIDAY
CLOSED: SATURDAY - SUNDAY - HOLIDAYS

IMPORTANT MESSAGES

Please visit our new Customer Portal to sign up for AutoPay and eBilling!

1. Go to https://adenus.authoritypay.com
2. Click Create an Account
3. Enter your Account # & CID # found on your customer statement
4. Create a password for your account
5. Click Create Account
6. Verify your email

CURRENT CHARGES

Commercial Cabin Sewer	74.00
Bonding	0.35
Legal Expense Tariff - 60 months, expires 8/31/23	0.45
Environ. Repair Tariff-120 months, expires 8/31/28	3.76
TOTAL CURRENT CHARGES	$78.56

BILL SUMMARY

Previous Balance	$132.37
Penalty	$0.00
Payments	-$52.31
Adjustments	$0.00
Balance Forward	$80.06
Current Charges	$78.56
Total Due	**$158.62**
Total Due After Due Date	$162.55

EXHIBIT "II"

5501 Bellview Ave
New Port Richey, FL 34652
April 12, 2021

Dear Sir,

The most recent invoice for sewer wastewater services for the service period February 26, 2021 - March 30, 2021 for Account # 1790 at 1811 Starr Street, Sevierville, TN 37876 was billed at the commercial monthly rate of $87.56 instead of the residential rate of $52. 31. Since purchasing this property several years ago by me, it has been vacant and never rented or leased to any third-parties. In the event this property becomes a rental cabin for lease to third-parties, I will notify you of this change from residential to commercial use.

Accordingly, enclosed is my check #1020 for $52.31 as payment for residential sewer wastewater service for A/C # 1790 for the service period 2/26/2021- 3/30/2021.

If you have any questions, call me at 727-842-4407.

Very truly yours,

Ronald C. McCabe

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.

11. 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

DATE: _____ **PROPERTY CLOSING DATE:** _____

_____
PRINTED NAME

☐ **VACANT LOT**
☐ **RESIDENCE**

_____
SUBDIVISION

_____ _____
ADDRESS OF PROPERTY **LOT #**

_____
MAILING ADDRESS

_____ _____
TELEPHONE NUMBER **EMAIL 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 USER MANUAL (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.