

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

RE:)
COMPLAINTS AND PETITIONS OF RONALD)
C. McCABE)
vs.)
TENNESSEE WASTEWATER SYSTEMS, INC.)

Docket No. 22-00105

ANSWER

NOW COMES Tennessee Wastewater Systems, Inc. ("TWSI" or "Respondent") and pursuant to Tenn. Comp. R. & Reg. Ch. 1220-01-02-.03 hereby provides this Answer to Mr. Ronald C. McCabe's Complaint. For good cause TWSI would show:

1. The Respondent admits the allegations in Paragraph 1 of the Complaint to the extent Petitioner has a mailing address of 5501 Bellview Avenue, New Port Richey, FL 34652. Petitioner is a TWSI customer and owns a cabin at 1811 Starr Street, Sevierville, TN 37876. Respondent lacks sufficient information to admit or deny the remaining statements contained in this paragraph.

2. The Respondent admits the allegations of Paragraph 2 of the Complaint.

3. The Respondent lacks sufficient information to admit or deny the allegations in Paragraph 3 of the Complaint. The filings in Docket No. 20-00009 and the TPUC rules for "General Filing Requirements" speak for themselves.

4. In response to the allegations in Paragraph 4, Respondent admits a complaint was filed with the Customer Services Division. Respondent filed a two-page response with CSD. Respondent lacks insufficient information as to Petitioner's discussions with CSD staff. Respondent was not asked to forward its response to the Petition by either CSD or the Petitioner. The remaining statements are Petitioner's opinions and do not require a response. To the extent a

response is required, Respondent lacks sufficient information to admit or deny the statements contained in the Paragraph.

5. The Respondent admits the allegations in Paragraph 5 that it requires its customers to sign a Sewer Subscription Contract.

6. The Commission Rules stated in Paragraph 6 speak for themselves and do not require a response.

7. The Docket filings stated in Paragraph 7 speak for themselves and do not require a response.

8. Paragraph 8 is a statement of the Petitioner's opinion and does not require a response. To the extent a response is required, Respondent denies the allegations in Paragraph 8.

9. Paragraph 9 is a statement of the Petitioner's opinion and does not require a response. To the extent a response is required, Respondent denies the allegations in Paragraph 9.

10. Paragraph 10 is a statement of the Petitioner's opinion and does not require a response. To the extent a response is required, Respondent denies the allegations in Paragraph 10.

11. Respondent admits the allegations in Paragraph 11 that it requires customers to sign a Sewer Subscription Contract. The contract language speaks for itself. Respondent admits the recorded plat for Starr Crest 2 does not identify public utility easements on lots within the community.

12. In response to the allegations in Paragraph 12, the recorded plat representing Lots 85 and 110 speaks for itself. The easements contained within that plat are specific to those lots and not any other lot not represented on the plat. Per Respondent's records, Petitioner owns Lot 110. Regardless of the existence of a public utility easement on the property, TWSI requires access to all sewer system components located on the property. These components are not typically

located within the defined utility easements identified on the plat. This requires Respondent to obtain a broader easement from the customer as contained in the Sewer Subscription Contract. This easement is a requirement of the Tennessee Department of Environment and Conservation whose rules require either ownership of the system components or a permanent easement allowing for access to the components for the purposes of maintenance, repair, and replacement.

13. In response to the allegations in Paragraph 13, Respondent denies that the scope of the easement is unnecessary to provide service. The remainder of the paragraph is Petitioner's opinion and does not require a response. To the extent a response is required, Respondent lacks sufficient information to admit or deny the statements contained in the Paragraph.

14. In response to the allegations in Paragraph 14, Respondent's contract speaks for itself. TPUC rules do not prohibit the additional necessary contract language. The easement language has been in Respondent's Sewer Subscription Contract for over 15 years and was approved by the Commission. Respondent requires the additional easement language because (1) TDEC requires that Respondent have permanent access to all sewer system components; and (2) not all sewer system components are located within the public utility easement which typically runs along the property lines to the sides and rear of properties.

15. In response to the allegations in Paragraph 15, Respondent denies the first sentence of this Paragraph. The contract language speaks for itself. Respondent denies that the term "property" includes the cabin. The contract language speaks for itself. The easement allows for Respondent to perform all services necessary on the property to ensure that sewer service is provided or removed. Sewer service is performed wherever there are sewer system components located on the property, but more specifically at the tank, and the collection or service lines that run on the property. No service is provided inside the cabin. Respondent's tariff and rules clearly

state that Respondent is only responsible for maintaining the system starting at the outflow line at the tank. Petitioner and all other customers are responsible for any maintenance or repairs from the outflow line back into the cabin. Respondent denies it has the right to enter the Petitioner's (or any other) cabin at any time without permission. Respondent is not responsible for the internal piping and plumbing at Petitioner's cabin, as stated in Respondent's tariff and rules. The easement language gives the Respondent the ability to enter the property wherever necessary to perform all services necessary for the provision and removal of sewer service. System components are not always located in easily accessible areas, nor in uniform areas within developments and service territories. Respondent requires the ability to access system components wherever and however they lie. Respondent has defined services hours of 7:30am to 4:30pm as specified in its tariff and rules. Afterhours work may be required in an emergency and Respondent requires unfettered access to its customers' property and the sewer system components to carry out its duties to protect the public health, safety, and welfare.

16. In response to the allegations in Paragraph 16, Respondent admits certain industry specific terms are used in its materials.

17. In response to the allegations in Paragraph 17, the Contract language speaks for itself. The sewer system components for which Respondent is responsible are located outside the cabin. Respondent has no responsibility for plumbing from the outfall line back into the cabin. The customers are responsible for issues with the internal plumbing.

18. In response to the allegations in Paragraph 18, the contract language speaks for itself.

19. Respondent denies the statements and opinion in Paragraph 19. The general operational and maintenance costs are included in the customer's monthly rate. Respondent's

tariff states that abuse of the system, such as the need for excessive pumping and continual calls to clean filters of debris prohibited by the Respondent from being placed in the system may be billed back to the customer, but these are extreme cases.

20. In response to the allegations in Paragraph 20, Respondent admits the Petitioner owns the sewer system components installed on his property. Respondent denies that Petitioner is responsible for and pays separately for the operation and maintenance of sewer system components owned by Petitioner and located on Petitioner's property. The only exception to this is the tank at the cabin which the Petitioner owns and is responsible for replacing should it experience any failures. The monthly customer rate includes funds to cover Respondent's costs to provide general operation and maintenance on the wastewater system, including those components located on customers' property. Respondent denies that Petitioner has the right to use another contractor to service the system components which Respondent is responsible for maintaining. Respondent's tariff states it is responsible for general operations and maintenance of the system.

21. In response to Paragraph 21, TPUC's rules speak for themselves. Respondent has been granted a CCN to serve Starr Crest 2 Resort in perpetuity, subject to the Commission's rules and regulations. Respondent denies the Sewer Service Agreement is a "forever use" contract as the contract is specific to the homeowner and when the homeowner vacates the property, the contract ends.

22. In response to the allegations in Paragraph 22, Respondent admits the wastewater system and its assets at Starr Crest 2 were conveyed to the Respondent as a capital contribution from the developer. Respondent is without sufficient knowledge to admit or deny any statements or opinions presented as to the business dealings of the developer. Respondent denies its business model and operations is a "cash cow" as documented by the losses established in Dockets 08-

00202 and 20-00009. Respondent denies that if the sewer system were destroyed, its obligations to provide sewer would be terminated. The remaining statements and opinions do not require a response.

23. In response to Paragraph 23, TPUC Rules speak for themselves. Respondent denies the rest of the statements and opinions in this paragraph except to say that TPUC rules do not prohibit additional terms related to service being added to the Sewer Service Contract. Such terms are subject to Commission approval.

24. In response to the allegations in Paragraph 24, Respondent's billing statement speaks for itself. Respondent has two primary customer billing charges. A \$10 monthly empty lot fee is charged where a lot has a sewer connection available, but a customer has not signed up for service because a house or cabin has not yet been constructed. Once the customer signs up for service, the customer becomes a monthly sewer customer and the appropriate monthly rate is billed, based on Respondent's tariff. Should a customer have no need for current or future sewer service, sewer service may be disconnected, and the monthly sewer rate is not charged.

25. In response to the allegations in Paragraph 25, Respondent admits it charges sewer disconnect and reconnect fees of \$40 and 50 respectively. Customers may request that their services be disconnected if sewer service is not needed for an extended period of time. Such requests are considered on a case-by-case basis.

26. In response to the allegations in Paragraph 26, Respondent admits there is a difference in cost between connecting and disconnecting service. These costs have been evaluated and approved by the Commission as part of the analysis in Respondent's last rate case in Docket 20-00009.

27. In response to the allegations in Paragraph 27, Respondent admits it has billed Petitioner at the commercial cabin tariff rate. The commercial rate is the default rate for the cabin communities in East Tennessee as most cabins are commercial rentals. Respondent will change the billed rate to the residential rate upon a showing that the cabin is used as a residence and is not made available for rent. This showing is made by checking a box on the Sewer Subscription Contract that notes the cabin is for residential use. Petitioner has failed to sign the Sewer Subscription Contract, so the billing has not changed. There is a notation on the Petitioner's account to switch the billing to residential upon the return of the signed, unedited contract.

28. Respondent admits the statements in Paragraph 28.

29. In response to Paragraph 29, Respondent admits a demand letter was sent to the Petitioner as a signed Sewer Service Agreement is a condition of service. Petitioner returned an edited form of the Sewer Service Contract which was deemed unacceptable by the Respondent as modifications to the contract are not allowed. Respondent admits Petitioner had conversations with Respondent's customer service representatives about the contract. Respondent admits there is a link on its website to the approved tariff dated August 20, 2021. The link contains a letter from Joe Shirley to Jeff Ridsen acknowledging receipt of the tariff and establishing the effective starting date of the tariff. Further, the attachment to the letter includes a copy of the tariff along with a copy of the Sewer Service Contract. This letter is proof that both the tariff and Sewer Service Contract were properly filed with the Commission. The Tariff Filing number referenced in this paragraph is not a docket number and refers to the tariff filing itself.

30. Respondent denies the statements and opinions contained in Paragraph 30. As evidenced by the August 20, 2021, letter from Joe Shirley to Jeff Ridsen and the included tariff and customer contract, all documents were properly filed and approved by the Commission.

31. Respondent denies the statements and opinions contained in Paragraph 31, other than it admits that it requires customers to sign the Sewer Service Contract consistent with TPUC rules and Respondent's terms of service. TPUC's rules speak for themselves.

32. In response to the allegations in Paragraph 32, Respondent denies that Petitioner has complied with Respondent's contract requirement.

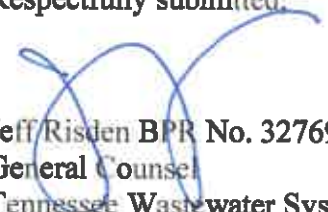
33. In response to the allegations in Paragraph 33, Respondent admits demand letters have been sent to Petitioner. The remaining statements in this Paragraph do not require a response.

34. For any allegation for which Respondent has not expressly addressed Respondent hereby DENIES such allegations.

PRAYER FOR RELIEF

Respondent denies that Petitioner is entitled to any of the relief requested. The Petitioner lodges generalized grievances with and misunderstandings of TWSI's policies and procedures however makes no showing that Respondent has in any way treated Petitioner unfairly or inconsistent with its tariff or the Commission's rules. Respondent respectfully requests that the Commission dismisses this Complaint in its entirety and enter judgment in its favor and against the Petitioner.

Respectfully submitted,



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Certificate of Service

I hereby certify that a true and exact copy of the foregoing document has been served upon:

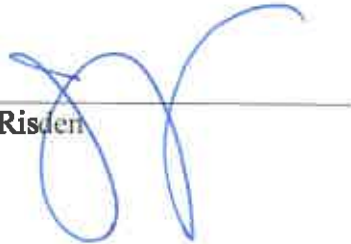
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via email and by postage prepaid United States Mail on this 21st day of November 2022.

Jeff Risten

A handwritten signature in blue ink, appearing to be "Jeff Risten", written over a horizontal line.