

**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**

**PREFILED TESTIMONY OF MATTHEW NICKS**

**A1. Matthew Nicks. President of Tennessee Wastewater Systems, Inc. ("TWSI", "Utility",  
or  
"Company")**

**Q2. What education do you have, and professional certifications do you hold?**

**A2. I have a Bachelor of Science from the University of Texas. I currently hold a State of Tennessee Contractor's License with the BC-C Commercial, BC-C Industrial, MU – Municipal and Utility, and Specialty Classification for Asbestos Handling, Underground Storage Tanks, Lead Based Paint Abatement, Hazardous Waste Removal, and Air/Water/Soil Remediation.**

**Q3. What is the purpose of your testimony?**

**A3. The purpose of my testimony is to support the Answer filed in this case.**

**Q4. What is the purpose of TWSI's Sewer Subscription Agreement ("SSA")?**

**A4. The purpose of the SSA is three-fold; (1) to satisfy the rules of the Tennessee Public Utilities Commission ("TPUC"); (2) satisfy the easement requirement of the Tennessee Department of Environment and Conservation ("TDEC"); and (3) obtain customer acknowledgement and agreement of certain TWSI policies.**

**Q5. Do TPUC rules require a wastewater utility to utilize an SSA?**

**A5. Yes. Tennessee Comp. R. & Reg. 1220-04-13-.14(2) requires customers to agree in writing to a Subscription Sewer Contract.**

**Q6. Does TWSI have a properly filed copy of the SSA on file with TPUC?**

**A6. Yes. The current contract was filed with the Commission as part of TWSI's last rate case (Docket No. 20-00009). The contract is part of the tariff filing that was made in association with that docket. (Exhibit 1).**

**Q7. Does the current SSA on file with TPUC vary from prior versions of the SSA?**

**A7. The current version of the SSA was updated to account for changes in the tariff language when the new tariff was issued as part of the rate case. However, the easement language has been standard for quite some time.**

**Q8. Do TPUC's rules prohibit any additional terms and conditions in the SSA?**

**A8. No. The rules are silent as to any additional language. TWSI has required customers to sign an SSA for many years with language similar to what is the current version. TPUC has been provided with copies of the SSA in the past and has been aware of the language contained within each version of the agreement. To date, TPUC has not objected to any language contained in TWSI's agreements.**

**Q9. Do TPUC's rules specify any specific language for the SSA?**

**A9. The only requirements provided in the rules is that the SSA contain a provision granting the utility access to install a water shutoff valve or that the Utility can execute an agreement with the local water provider to terminate water service.**

**Q10. Does TWSI's SSA contain either provision?**

**A10. Yes, it contains the provision to install the water shut off valve.**

**Q11. If TPUC objected to the language in the SSA, what would happen?**

**A11. The tariff and contract have always been subject to TPUC staff review and approval. Whenever staff has noted an issue in the past, that concern was raised with the Utility and addressed until the staff was satisfied with the changes. Generally, if TPUC staff is not in agreement with the content of either the tariff or contract, they will withhold approval until satisfactory changes are made.**

**Q12. What sort of things has TPUC staff had issues with in reviewing the company's tariff and contracts?**

**A12. Most of the time it is ensuring the information contained within the documents is consistent with Company policies and TPUC rules and regulations. There are usually some minor typos that require fixing as well.**

**Q13. If a customer refuses to execute the SSA what happens?**

**A13. TPUC rules require that an SSA be signed. If a SSA is not signed, it is grounds for denying service to the property.**

**Q14. In Mr. McCabe's case, he has not signed the agreement, yet his service has not been disconnected?**

**A14. Correct. We view disconnection as an extreme measure and prefer to resolve these types of issues amicably. In this case, Mr. McCabe has not objected to signing an SSA, just not a version that contains the language to which he objects. He also has**

**continued to pay his monthly bill, though under protest, so under the circumstances, we have not disconnected his service.**

**Q15. Why hasn't TWSI made an exception in this case to revise the SSA language to address Mr. McCabe's concerns?**

**A15. As a public utility, TWSI is required to treat all customers equally. In this situation, we have an SSA that has been approved by TPUC and is executed by all other TWSI customers. With over 7500 customers across all Adenus utilities, the utility cannot customize individual contracts to address the very specific concerns of each customer. The language in our agreements needs to be broad enough to ensure the Utility can perform all required service and maintenance in a variety of situations. And while some language may be broad for some customers' situations, the Utility's policy, as stated in its tariff and the SSA, defines the scope and boundaries of those services. As it relates to the easement language, the scope contained in the contract and tariff are clear that entry into a residence is not necessary as TWSI is only responsible for servicing system components that are located outside the residence, and anything that happens inside the residence is the responsibility of the owner.**

**Q16. Mr. McCabe has expressed his concern about his services being disconnected arbitrarily by TWSI. Can the Utility do that or are their rules and policies that relate to disconnecting service?**

**A16. No. TWSI states the reasons for discontinuation of service in its tariff in Section 2, Original Page 2 – Discontinuation of Service (Exhibit 1).**

**Q17. What is the purpose of the easement language in TWSI's SSA?**

**A17. TWSI requires access to all sewer system components for which it is responsible to maintain that are located on a customer's property. TDEC also requires an easement over the treatment works, collection systems, and land application areas as specified in Tennessee Comp. R. & Reg. Ch. 0400-40-06-.05(4)(h) (Exhibit 3) and in the Decentralized Sewer Design Criteria located at Chapter 1 – Appendix 1-D-1, Item H and Chapter 2, Section 2.2.3 (Exhibits 4 and 5). The collection lines and tank installed on the customer's property are part of the collection system.**

**STEP systems such as the ones TWSI owns and operates require septic tanks at each residence. These tanks are the primary system component installed within a customer's property. They are also not typically placed within the public utility easements due to other utilities needing room in the easement. Because of this, even where a public utility easement is identified, TWSI still requires the additional easement rights to access the tank to perform both routine and emergency maintenance. TWSI also does not control where the tanks are installed on the property. This is done solely at the builder's and/or homeowner's discretion, and like the other components, wherever it will fit on the property – which can be especially cumbersome in the cabin communities in East Tennessee given the topography. TWSI**

**inspects the tank installation to ensure it is done correctly and meets the Utility's requirements.**

Q18. As part of your job responsibilities do you communicate with TDEC about TWSI projects?

**A18. Yes. I am involved with most discussions between TDEC and the Utility, especially any related to the approval of system design, engineering, and construction.**

Q19. Have you discussed the easement requirement with TDEC?

**A19. Yes.**

Q20. Based on those discussions, what is the reason for the easement requirement?

**A20. TDEC needs to ensure that the Utility has unfettered access to all system components to ensure the utility can properly service and maintain the sewer components located on a customer's property.**

Q21. If the Utility is unable to obtain the easement, what happens?

**A21. TDEC will not approve any plans that do not provide for either the ownership of or easement access to sewer system components on customers' property.**

Q22. Does TWSI's easement language adequately address TDEC's easement requirement?

**A22. Yes.**

Q23. Does the recorded subdivision plat for Starr Crest II where Mr. McCabe live include public utility easements?

**A23. The original plat signed by TWSI did not have any public utility easements identified on the plat. Since that plat was recorded, there was a re-plat that included Mr. McCabe's lot. The replat now shows a utility easement on Mr. McCabe's lot. However, in the cabin communities in East Tennessee, such as Starr Crest II, the available spacing and location for sewer components like collection lines and tanks are typically placed wherever they will fit, not in a uniform setting like a traditional subdivision. So even if there are identified public utility easements, in many cases we find collection lines installed outside public utility easements. This further supports the utility's need for the easement language so ensure access to all sewer components whether installed within a recorded easement or not.**

Q24. What are TWSI's operations and maintenance requirements for system components located on its customer's property?

**A24. As specified in the SSA (Paragraphs 6 and 7) and the Company's tariff (Section 2, Original Page 6 - Damages), TWSI is responsible for maintaining the sewer systems components on a customer's property except for the tank and the outflow pipe which connects the tank to the residence. In addition, the utility maintains the moveable**

**components within the tank such as pumps, filters, and floats. TWSI is not responsible for the tank itself. The tank is owned by and is the responsibility of the customer.**

**Q25. Are any of the system components for which TWSI is responsible located inside the customer's residence?**

**A25. No. All components are located outside the residence. Any issues potentially related to the sewer inside the home are to be addressed by a plumber as specified in the tariff and SSA.**

**Q26. Is it ever necessary for TWSI personnel to access a residence to perform maintenance on the system components?**

**A26. No.**

**Q27. How long does the SSA remain in effect?**

**A27. The SSA remains in effect for as long as the owner owns the property. When the owner sells the property and leaves, their SSA terminates and a new SSA is entered into with the new owner. The SSA will also terminate should the Commission revoke the CCN for the Starr Crest II service territory.**

**Q28. Are customers allowed to temporarily disconnect service?**

**A28. Yes. In some cases, we have customers who live in their residence a few months out of the year and do not want to pay a sewer bill while they are not living in their residence. It is more economical for them to disconnect service and reconnect when they are ready to resume residence at their property. We also allow temporary disconnection with rental properties if there is a significant period of down time between landlords renting their property for the same economic reasons.**

**Q29. What are the fees to disconnect and reconnect service?**

**A29. \$40 and \$50 as reflected in the Company's tariff.**

**Q30. What are Capacity Reservation fees?**

**A30. Capacity Reservation fees are charged to owners of lots that have a sewer connection available but have yet to build a residence and sign up for sewer service. The fee is \$10 per month, paid by the lot owner of record, and this cost goes to offset the costs of a new system start up.**

**Q31. When are access fees terminated?**

**A31. Once a customer signs an SSA and begins receiving actual sewer service.**

**Q32. Why is Mr. McCabe currently being charged at the higher commercial cabin rate instead of the lower residential rate?**

**A32. All customers in cabin communities are by default charged the commercial cabin rate as the majority of these properties are used as commercial cabins. If a customer is going to use their cabin as a residence, the customer will be billed at the tariffed residential rate. In Mr. McCabe's case, he has yet to return a signed contract indicating the cabin will be used as a residence, so he has been billed at the commercial cabin rate.**

**Q33. Is Mr. McCabe ever in danger of having a TWSI employee demand entry into his cabin to perform necessary maintenance or operational service?**

**A33. No. As stated above, TWSI personnel have no reason to enter Mr. McCabe's or any other customer's residence unless invited.**

**Q34. Does this conclude your testimony?**

**A34. Yes.**

### **AFFIDAVIT**

My name is Matthew Nicks and I affirm that all the information contained in the petition and in the testimony of Matthew Nicks filed in this Docket are true to the best of my knowledge and belief.

  
Matthew Nicks

County of Rutherford       )  
State of Tennessee       )

On this 17th day of January 2023, personally appeared before me, Susan Chaffin, a notary public, the above-named Matthew Nicks, known to me personally who was duly sworn and on oath executed the above Affidavit.

  
Notary

My commission expires:

01/25/2026



**Certificate of Service**

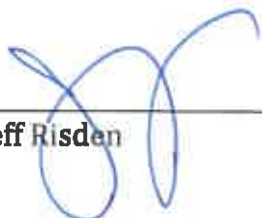
I hereby certify that a true and exact copy of the foregoing document has been served upon:

Ronald C. McCabe, CPA  
5501 Bellview Ave.,  
New Port Ritchey, FL 34652  
[rcmbizz@hotmail.com](mailto:rcmbizz@hotmail.com)

and

Karen Stachowski, Senior Assistant Attorney General  
Financial Division, Consumer Advocate Unit  
Office of Tennessee Attorney General  
P.O. Box 20207  
Nashville, Tennessee 37202  
[Karen.Stachowski@ag.tn.gov](mailto:Karen.Stachowski@ag.tn.gov)

via email on this 17th day of January 2023.

  
\_\_\_\_\_  
Jeff Riden

EX. 1

## TENNESSEE PUBLIC UTILITY COMMISSION



Andrew Jackson State Office Bldg.  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243-0001

August 20, 2021

Jeff Risen, General Counsel  
Tennessee Wastewater Systems, Inc.  
851 Aviation Parkway  
Smyrna, TN 37137

Re: Tariff Filing No. 2021-0099

Dear Mr. Risen:

This is to acknowledge receipt of Tennessee Wastewater Services, Inc.'s Tariff # 2021-0099, filed originally electronically on June 18, 2021 with a proposed effective date of July 18, 2021. This filing contains the new bonding rate and the Southridge consumption rate, along with the supporting detail for both. In addition, the tariff filing updates the pass-through charge for the convenience fee as updated by the service provider (copy of contract provided). The final revision of this tariff (2021-0099) is to become effective on August 25, 2021 updating the Annual Operational Cost Pass -Through Mechanism for wastewater treatment services from Clarksville Water and Wastewater for the Southridge Subdivision. The new pass-through treatment cost will be charged using a multiplier of 0.0096296082 per gallon of water measured via East Montgomery metered water usage. This will be an increase of .0005758556 from the previous used multiplier of .0090537526.

In addition, the tariff filing pages also include the new state-wide bond rate of \$0.22 for the period June 1, 2021 – May 31, 2022 with the Company's supporting documentation calculating the rate. This is a decrease of \$0.13 from the previous bonding amount of \$0.35.

In accordance with Commission Rule 1220-4-1-.04, a tariff becomes effective 30 days from the official filing date, provided it is not suspended by the Commission. The tariff filing has been reviewed and will become effective August 25, 2021 at the request of the Company, in accordance with these requirements.

Please refer to the above referenced tariff number in any correspondence regarding this filing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Shirley".

Joe Shirley  
Director of Utility Audit and Compliance

PF 21-05  
Attachment



**WASTEWATER UTILITY SERVICE**

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**TITLE PAGE**

**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. (T)

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**Issued: May 14, 2020**  
**Issued by: Matthew Nicks, President**

**Effective: July 1, 2020**

**WASTEWATER UTILITY SERVICE****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	Third Revised*	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	Second Revised*
1	7	Original	6	2	Original
1	8	Original	6	3	Second Revised*
2	1	Original	6	4	Original
2	2	Original	6	5	Second Revised*
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	First Revised*			
4	1	Second Revised			

Issued: June 18, 2021

Effective: July 18, 2021

Issued by: Matthew Nicks, President

**WASTEWATER UTILITY SERVICE**

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**TABLE OF CONTENTS**

<b>Section 1 – Title Page</b>	<b>1</b>	
<b>Check Sheet</b>	<b>2</b>	
<b>Table of Contents</b>	<b>3</b>	
<b>Definitions</b>	<b>6</b>	
<b>Section 2 – Rules and Regulations</b>	<b>1</b>	
<b>Section 3 – Residential Sewer Service Territories</b>	<b>1</b>	
<b>Section 4 – Residential Rates</b>	<b>1</b>	
<b>Section 5 – Commercial Sewer Service Territories</b>	<b>1</b>	<b>(D)</b>
<b>Section 6 – Commercial Rate (without food)</b>	<b>1</b>	
<b>Commercial Rate (with food)</b>	<b>3</b>	<b>(T)</b>
<b>Commercial Rate (overnight rental)</b>	<b>5</b>	<b>(T)</b>

**(M) from Section 1, First Revised Page 3**

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**Issued: May 14, 2020**  
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**WASTEWATER UTILITY SERVICE**

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**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.
- T** To signify a change in text but no change in rate or regulation.

## WASTEWATER UTILITY SERVICE

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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 TPUC. For example, the 4<sup>th</sup> revised Sheet 12 cancels the 3<sup>rd</sup> revised Sheet 12. Because of various suspension periods, deferrals, etc., that the TPUC follows in its tariff approval process, the most current sheet number on file with the TPUC 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:

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).(1)

**D. Check Sheets** – When a tariff filing is made with the TPUC, 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.) 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 TPUC. (T)

**WASTEWATER UTILITY SERVICE**

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**DEFINITIONS**

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

1. **Building Outfall Line** – means the customer owned line that carries waste from the building to the Interceptor Pump/Interceptor Gravity Tank. (M) from Section 1, Original Page 7.
2. **Cabin** - means a building structure designated in the Company's certificate of convenience and necessity located in a cabin community. (T)(N)
3. **Capital Capacity Fee** – means the capacity fee associated with the development of reserved capacity at a treatment facility. (T)(N)
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. (T)(N)
5. **Collector Line** – means the line from the Service Line to the Main Line. (M) from Section 1, Original Page 7.
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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**Issued: May 14, 2020**  
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**Effective: July 1, 2020**

**WASTEWATER UTILITY SERVICE**

---

9. **Engineer** – means the consulting engineer of the Company. (M) from from Section 1, Original Page 6.
10. **Facilities** - means all equipment owned and operated by the Company. (M) from Section 1, Original Page 6.
11. **Interceptor Gravity Tank** – means the interceptor tank located near a customer’s building which accepts waste and contains an effluent filter. (M) from Section 1, Original Page 6.
12. **Interceptor Pump Tank** – means the interceptor tank located near a customer’s building which accepts waste and contains a pump vault. (M) from Section 1, Original Page 6.
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. (M) from Section 1, Original Page 6.
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.
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**Issued: May 14, 2020**  
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**Effective: July 1, 2020**

**WASTEWATER UTILITY SERVICE**

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19. Square Footage – means the square footage of a structure as determined by the county tax assessor. (T)(N)
20. TPUC – means the Tennessee Public Utility Commission. (T)(M) from Section 1, Original Page 6.
21. Water Valve – means a separate valve located between the water provider’s valve and the building structure. (T)



**WASTEWATER UTILITY SERVICE**

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**SECTION 2 – RULES AND REGULATIONS**

(D)

**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 6<sup>th</sup>, 1994, under Docket No. 93-09040, and subsequent certificates issued thereafter. (T)

**Effect of Rules and Regulations** (M) from Section 2, Original Page 2

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** (M) from Section 2, Original Page 2

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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**Issued: May 14, 2020**

**Effective: July 1, 2020**

**Issued by: Matthew Nicks, President**

## **WASTEWATER UTILITY SERVICE**

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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. (T)

### **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 (M)** from Section 2, Second Revised Page 3

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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**Issued: May 14, 2020**  
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**Effective: July 1, 2020**

## **WASTEWATER UTILITY SERVICE**

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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. (T)

### **Returned Checks and ACH (T)(N)**

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

### **Commencement of Service (T)(N)**

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 (M) from Section 2, Original Page 3.1**

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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**Issued: May 14, 2020**

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**WASTEWATER UTILITY SERVICE**

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**Southridge Winter Water Usage Rates (T)(N)**

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 (T)(N)**

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

**Capacity Reservation Fee (T)(N)**

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 15<sup>th</sup> 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 (T)(M) from Section 2, First Revised Page 5**

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

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**WASTEWATER UTILITY SERVICE**

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resolved so that the more restrictive requirement governs. The requirements called for are 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.

2. All sewage collection system components are to be watertight. This includes Building 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.
4. All pipe is to be PVC. Classes and sizes will be per Engineer's design and in all cases SDR 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.
6. Sewer Poppers shall be installed on cleanouts near the residence, close to the tank.
7. Water valves shall be installed between the water utility provider's valve and the building structure being provided sewer service. (T)

**Special Pretreatment Sewage Requirements (M) from Section 2, Original Page 6**

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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**Issued: May 14, 2020**  
**Issued by: Matthew Nicks, President**

**Effective: July 1, 2020**

## WASTEWATER UTILITY SERVICE

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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 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. 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. (T)

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** (M) from Section 2, First Revised Page 7

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** (M) from Section 2, First Revised Page 7

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 Aenus Maintenance Hotline at 877-669-0786.

### **Service Area** (M) from Section 2, First Revised Page 7

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** (T)(M) from Section 2, Original Page 7.1

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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Issued by: Matthew Nicks, President

**WASTEWATER UTILITY SERVICE**

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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 (M) from Section 2, First Revised Page 8**

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 (T)(M) from Section 2, First Revised Page 8**

Sewer system facilities furnished by developers and property owners to the Company will be recognized as Contributions in Aid of Construction in the amount of the actual cost 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:

$$\text{Tax Impact} = \text{TR} / (1 - \text{TR}) * (\text{C} + \text{P})$$

TR = Marginal tax rate of federal corporate income tax.

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

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**Issued: May 14, 2020**

**Effective: July 1, 2020**

**Issued by: Matthew Nicks, President**

## WASTEWATER UTILITY SERVICE

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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. (T)

**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; (6) the amount of federal corporate income taxes actually collected on contributions in aid of construction for the reporting year; and (7) The company shall identify its Taxable Income or Tax Loss reported in the Company's most recently filed Federal Tax Return. (T)

### **Contracts for Service (M) from Section 2, First Revised Page 10**

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 (M) from Section 2, First Revised Page 10**

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**WASTEWATER UTILITY SERVICE**

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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.

**Public Contact (T)(M) from Section 2, First Revised Page 10**

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

**Environmental Repairs Tariff Rider (T)(M) from Section 2, First Revised Page 10.**

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 (T)(M) from Section 2, First Revised Page 10.**

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 (M) from Section 2, First Revised Page 10**

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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**WASTEWATER UTILITY SERVICE****SECTION 3 – RESIDENTIAL SEWER SERVICE TERRITORIES**

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>
Oakwood Subdivision	Maury	93-09040	RATE CLASS 1
Swan Harbor Emory Cove	Roane	97-01003	RATE CLASS 1 (T)
Southridge Subdivision	Montgomery	97-01104	RATE CLASS 9
Milcrofton Utility District The Grove Falls Grove Davenport 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 (T)(N)
River Road Utility District Lost Hollow	Cheatham	97-01394	RATE CLASS 5 (T)(N)
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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## WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>
Hidden Springs Resort & Star Crest I	Sevier	00-00379	RATE CLASS 1(M)*
Legacy Bay	Hawkins	00-00622	RATE CLASS 1(M)*
City of Coopertown Pebble Brook Maple Green Oak Pointe	Robertson	00-01128	RATE CLASS 2 (T)(N)(M)*
Eagle Crest Resort	Sevier	01-00183	RATE CLASS 1(M)*
Jackson Bend Subdivision	Blount	01-00221	RATE CLASS 1(M)*
East Stewart Dyers Hollow	Stewart	01-00229	RATE CLASS 5 (M)*
Homestead Subdivision	Sevier	01-00423	RATE CLASS 1
Dollywood Proj. (Dream Catcher Ridge)	Sevier	01-00424	RATE CLASS 1
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 (T)(N)
Stewart County West	Stewart	02-00477	RATE CLASS 1
Airbase Road Condominiums	Blount	02-00478	RATE CLASS 1

\* Moved from Section 3, Original Page 1

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## WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>
Lighthouse Point Condominiums	Jefferson	02-00732	RATE CLASS 1(M) **
The Highlands	Sevier	02-00781	RATE CLASS 1(M) **
Falling Waters	Sevier	02-00782	RATE CLASS 1(M)**
Black Bear	Sevier	03-00192	RATE CLASS 1(M) **
Highland Cove	Dekalb	03-00242	RATE CLASS 1(M) **
Tim's Ford St Park Area/Boswell Rd TF Fanning Bend/Awahl Rd. Water's Edge Reserve at Holiday Landing Sunnybrook (Sunnydale Farms)	Franklin	03-00286	RATE CLASS 1(T)(N)(M)**
Smoky Cove Subdivision	Sevier	03-00377	RATE CLASS 1(M) **
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 (T)
Black Bear Ridge Expansion	Sevier	03-00329	RATE CLASS 1
Legacy Laurel Branch	Sevier	03-00329	RATE CLASS 1
Legacy Mountain	Sevier	03-00329	RATE CLASS 1
Legacy the Preserve	Sevier	03-00329	RATE CLASS 1
Starr Crest II Phase 4	Sevier	03-00329	RATE CLASS 1
Trailhead	Sevier	03-00329	RATE CLASS 1
Turner's Landing	Hamblen	04-00053	RATE CLASS 1
Walnut Grove	Giles	04-00054	RATE CLASS 1

\*\* Moved from Section 3, Original Page 2

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## WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>
Spring Creek Ranch	Shelby	04-00123	RATE CLASS 1 (M)***
Marion Womack Property Creekview Estates/Dashea Creek TF	Sumner	04-00170	RATE CLASS 1 (TX)(M)***
Arbor Crest Subdivision	Davidson	04-00171	RATE CLASS 1 (M)***
Merril Taylor Subdivision	Blount	04-00274	RATE CLASS 1 (M)***
Huffines Development Savage Creek/Huffines TF	Robertson	04-00393	RATE CLASS 1 (TX)(M)***
Williamson County West	Williamson	04-00394	RATE CLASS 1 (N)(M)***
Wyndsong Subdivision	Blount	04-00395	RATE CLASS 1 (M)***
Trillium Cove Condominiums	Blount	05-00030	RATE CLASS 1 (M)***
Marvin Keys RV Park	Cooke	05-00071	RATE CLASS 1 (M)***
Blackberry Ridge Subdivision	Bedford	05-00111	RATE CLASS 1 (M)***
Steve Jones Subdivision	Union	05-00116	RATE CLASS 1 (M)***
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 (T)
Emerald Pointe	Cooke	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 (T)

\*\*\* Moved from Section 3, Original Page 3

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## WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>
Brigadoon Resort	Roane	05-00241	RATE CLASS 1 (M) ****
Cross Plains	Robertson	05-00293	RATE CLASS 5 (M)****
Bonnie Brook (RC 5) Stoney Brook (RC 5)			
Lowe's Ferry Landing	Blount	05-00339	RATE CLASS 1 (M)****
River's Edge Subdivision Phase II	Decatur	05-00340	RATE CLASS 1 (M)****
Keene's Island	Jefferson	06-00021	RATE CLASS 1 (M)****
Sugarloaf Ridge	Sevier	06-00022	RATE CLASS 1 (M)****
Griffitts Mill	Blount	06-00076	RATE CLASS 1 (M)****
Summit View	Sevier	06-00078	RATE CLASS 1 (M)****
Settlers Ridge	Sevier	06-00081	RATE CLASS 1 (M)****
Happy Creek	Sevier	06-00104	RATE CLASS 1 (M)****
Richland	Humphreys	06-00179	RATE CLASS 1 (M)****
East Montgomery	Montgomery	06-00184	RATE CLASS 1
Meadowlands (RC 1)			RATE CLASS 5 (T)(N)(M)****
Providence Hills	Sevier	06-00198	RATE CLASS 1
Sharondel Estates	Blount	06-00204	RATE CLASS 1
Piney Bay	Rhea	06-00275	RATE CLASS 1
Blue Sky Bay	Rhea	07-00024	RATE CLASS 1
Shady Cove	Jefferson	07-00055	RATE CLASS 1
Estates at Norton Creek	Sevier	07-00087	RATE CLASS 1
Reserve on the Tennessee River	Blount	07-00195	RATE CLASS 1
Serenity Point/Roark Cove TF	Franklin	07-00233	RATE CLASS 1 (T)

\*\*\*\* Moved from Section 3, Second Revised  
Page 4

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## WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>	<u>Rate Class</u>
Smokey Mountain Reflections RV Park	Sevier	07-00235	RATE CLASS 1 (M) *****
Milky Way Farms	Giles	08-00029	RATE CLASS 1 (M) *****
Preserve Condominiums	DeKalb	08-00113	RATE CLASS 1 (M) *****
Tarpley Shop Utility District	Giles	08-00161	RATE CLASS 5 (M) *****
Lakeside Meadows	Monroe	08-00162	RATE CLASS 1 (M) *****
Fairway Vistas	Blount	08-00163	RATE CLASS 1 (M) *****
Saddle Ridge	Monroe	08-00209	RATE CLASS 1 (M) *****
Scenic River	Monroe	09-00006	RATE CLASS 1 (M) *****
Preserve at Eagle Rock	Hamblen	09-00007	RATE CLASS 1 (M) *****
Bluff at Bradbury Farms	Montgomery	11-00155	RATE CLASS 1 (M)*****
Scales Project	Williamson	14-00006	RATE CLASS 1 (T)
Clovercroft Farms/Clovercroft Wells TF			
Clovercroft Preserve	Williamson	14-00062	RATE CLASS 1 (T)
Clovercroft Acres/Clovercroft Tulloss TF			
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

\*\*\*\*\* Moved from Section 3, Sixth Revised  
Page 5

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**WASTEWATER UTILITY SERVICE****SECTION 4 – RESIDENTIAL RATES SHEET**

	<b>Base</b>	<b>Escrow</b>	<b>Bonding</b>	<b>Environmental Rider</b>	<b>Legal Rider</b>	<b>Total</b>
<b>Rate Class 1</b>	\$ 40.48	\$ 7.27	\$0.22 (R)	\$3.76	\$0.45	\$ 52.18(R)
<b>Rate Class 2</b>	\$ 40.48	\$ 7.27	\$0.22 (R)	\$3.76	\$0.45	\$ 52.18(R)
<b>Rate Class 5</b>	\$ 36.66	\$ 5.69	\$0.22 (R)	\$3.76	\$0.45	\$ 46.78(R)
<b>Rate Class 6</b>	\$ 36.66	\$ 5.69	\$0.22 (R)	\$3.76	\$0.45	\$ 46.78(R)
<b>Rate Class 9</b>	\$ 20.55	\$ 3.39	\$0.22 (R)	\$3.76	\$0.45	\$ 28.37*(R)

\* Southridge customers will have a pass-through treatment cost assessed to their monthly bill. The pass-through treatment cost is calculated using the water meter readings as provided to TWSI by the East Montgomery Water Co. and the multiplier charged to TWSI by Clarksville Gas and Water to provide wastewater treatment. This cost will be filed annually with TPUC in June and effective upon approval. The current pass-through treatment cost is .0096296082 per gallon. (I)

\*\* Each condominium unit will be billed as a residential customer and be individually billed.

\*\*\* 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: 2.45% with a \$1.25 minimum fee (R)(N)

City of Coopertown Franchise Fees: 3%

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**WASTEWATER UTILITY SERVICE****SECTION 5- COMMERCIAL SEWER SERVICE TERRITORIES**

<b><u>Service Territory</u></b>	<b><u>County</u></b>	<b><u>TPUC Docket #</u></b>
Milcrofton	Williamson	97-01393
Townsend Town Square	Blount	99-00659
Coopertown	Robertson	00-01128
Topside Business Park	Blount	01-00220
East Stewart	Stewart	01-00229
Rice Property (Blue Water Bay)	DeKalb	01-00425
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
Black Bear	Sevier	03-00192
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	03-00329
Legacy Laurel Branch	Sevier	03-00329

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**WASTEWATER UTILITY SERVICE**

<b><u>Service Territory</u></b>	<b><u>County</u></b>	<b><u>TPUC Docket #</u></b>
Legacy Preserve	Sevier	03-00329
Legacy Mountain	Sevier	03-00329 (M)*
Starr Crest II Phase 4	Sevier	03-00329
Timber Tops Rental Center	Sevier	03-00329
Trailhead	Sevier	03-00329
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

\* Moved from Section 5 First Revised Page 1

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**WASTEWATER UTILITY SERVICE**

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<b><u>Service Territory</u></b>	<b><u>County</u></b>	<b><u>TPUC Docket #</u></b>
Fentress Service Area	Fentress	05-00162 (M)**
Emerald Pointe	Cocke	05-00200 (M)**
Elk Springs Resort	Sevier	05-00211 (M)**
Cedar Hill Area	Robertson	05-00212 (M)**
Cross Plains	Robertson	05-00293
Keene's Island	Jefferson	06-00021
Sugarloaf Ridge	Sevier	06-00022
Griffitts Mill	Blount	06-00076
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

**\*\* Moved from Section 5, First Revised Page 2****Issued: May 14, 2020****Effective: July 1, 2020****Issued by: Matthew Nicks, President**

## WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>
Hidden Springs	Sevier	06-00259 (M)***
Eagle Crest	Sevier	06-00259 (M)***
Starr Crest II	Sevier	06-00259 (M)***
The Highlands	Sevier	06-00259 (M)***
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
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

\*\*\* Moved from Section 5, Fifth Revised Page 3

Issued: May 14, 2020

Effective: July 1, 2020

Issued by: Matthew Nicks, President

**WASTEWATER UTILITY SERVICE**

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<b><u>Service Territory</u></b>	<b><u>County</u></b>	<b><u>TPUC Docket #</u></b>
Scales Project	Williamson	14-00006 (M)****
Clovercroft Acres	Williamson	14-00062 (M)****

\*\*\*\* Moved from Section 5, Fourth Revised Page 4

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**Issued: May 14, 2020**  
**Issued by: Matthew Nicks, President**

**Effective: July 1, 2020**

**WASTEWATER UTILITY SERVICE****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)	\$95.93	\$14.87	\$0.22(R)	\$3.76	\$0.45	\$115.23(R)
Tier 2.1 (301 - 400 GPD)	\$115.07	\$17.98	\$0.22(R)	\$3.76	\$0.45	\$137.48(R)
Tier 2.2 (401 - 500 GPD)	\$134.21	\$21.09	\$0.22(R)	\$3.76	\$0.45	\$159.73(R)
Tier 2.3 (501 - 600 GPD)	\$153.34	\$24.21	\$0.22(R)	\$3.76	\$0.45	\$181.98(R)
Tier 2.4 (601 - 700 GPD)	\$172.48	\$27.32	\$0.22(R)	\$3.76	\$0.45	\$204.23(R)
Tier 2.5 (701 - 800 GPD)	\$191.62	\$30.43	\$0.22(R)	\$3.76	\$0.45	\$226.48(R)
Tier 2.6 (801 - 900 GPD)	\$210.76	\$33.54	\$0.22(R)	\$3.76	\$0.45	\$248.73 (R)
Tier 2.7 (901 - 1,000 GPD)	\$229.89	\$36.66	\$0.22(R)	\$3.76	\$0.45	\$270.98(R)
Tier 3.1 (1,001 - 2,000 GPD)	\$381.18	\$56.37	\$0.22(R)	\$3.76	\$0.45	\$441.98(R)
Tier 3.2 (2,001 - 3,000 GPD)	\$533.29	\$76.11	\$0.22(R)	\$3.76	\$0.45	\$613.83(R)
Tier 3.3 (3,001 - 4,000 GPD)	\$685.41	\$95.84	\$0.22(R)	\$3.76	\$0.45	\$785.68 (R)
Tier 3.4 (4,001 - 5,000 GPD)	\$837.53	\$115.57	\$0.22(R)	\$3.76	\$0.45	\$957.53(R)
Tier 3.5 (5,001 - 6,000 GPD)	\$989.64	\$135.31	\$0.22(R)	\$3.76	\$0.45	\$1,129.38 (R)
Tier 3.6 (6,001 - 7,000 GPD)	\$1,141.76	\$155.04	\$0.22(R)	\$3.76	\$0.45	\$1,301.23(R)
Tier 3.7 (7,001 - 8,000 GPD)	\$1,293.88	\$174.77	\$0.22(R)	\$3.76	\$0.45	\$1,473.08 (R)
Tier 3.8 (8,001 - 9,000 GPD)	\$1,446.00	\$194.50	\$0.22(R)	\$3.76	\$0.45	\$1,644.93(R)
Tier 3.9 (9,001 - 10,000 GPD)	\$1,598.11	\$214.24	\$0.22(R)	\$3.76	\$0.45	\$1,816.78 (R)
Unknown 25,000 GPD	\$ 3,879.87	510.23	\$0.22(R)	\$3.76	\$0.45	\$ 4,394.53(R)

**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: June 18, 2021**

**Effective August 25, 2021**

**Issued by: Matthew Nicks, President**

**WASTEWATER UTILITY SERVICE**

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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: 2.45% with \$1.25 minimum fee (R)(N)

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**Issued: June 18, 2021**

**Effective August 25, 2021**

**Issued by: Matthew Nicks, President**

**WASTEWATER UTILITY SERVICE****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.

	Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Tier 1 (0 - 300 GPD)	\$127.88	\$19.82	\$0.22(R)	\$3.76	\$0.45	\$152.23(R)
Tier 2.1 (301 - 400 GPD)	\$151.18	\$23.17	\$0.22(R)	\$3.76	\$0.45	\$178.78(R)
Tier 2.2 (401 - 500 GPD)	\$174.49	\$26.51	\$0.22(R)	\$3.76	\$0.45	\$205.43(R)
Tier 2.3 (501 - 600 GPD)	\$197.80	\$29.85	\$0.22(R)	\$3.76	\$0.45	\$232.08(R)
Tier 2.4 (601 - 700 GPD)	\$221.11	\$33.19	\$0.22(R)	\$3.76	\$0.45	\$258.73(R)
Tier 2.5 (701 - 800 GPD)	\$244.42	\$36.53	\$0.22(R)	\$3.76	\$0.45	\$285.38(R)
Tier 2.6 (801 - 900 GPD)	\$267.73	\$39.87	\$0.22(R)	\$3.76	\$0.45	\$312.03(R)
Tier 2.7 (901 - 1,000 GPD)	\$291.03	\$43.22	\$0.22(R)	\$3.76	\$0.45	\$338.68(R)
Tier 3.1 (1,001 - 2,000 GPD)	\$475.73	\$67.97	\$0.22(R)	\$3.76	\$0.45	\$548.13(R)
Tier 3.2 (2,001 - 3,000 GPD)	\$661.37	\$92.73	\$0.22(R)	\$3.76	\$0.45	\$758.53(R)
Tier 3.3 (3,001 - 4,000 GPD)	\$847.00	\$117.50	\$0.22(R)	\$3.76	\$0.45	\$968.93(R)
Tier 3.4 (4,001 - 5,000 GPD)	\$1,032.63	\$142.27	\$0.22(R)	\$3.76	\$0.45	\$1,179.33(R)
Tier 3.5 (5,001 - 6,000 GPD)	\$1,218.26	\$167.04	\$0.22(R)	\$3.76	\$0.45	\$1,389.73(R)
Tier 3.6 (6,001 - 7,000 GPD)	\$1,403.89	\$191.81	\$0.22(R)	\$3.76	\$0.45	\$1,600.13(R)
Tier 3.7 (7,001 - 8,000 GPD)	\$1,589.53	\$216.57	\$0.22(R)	\$3.76	\$0.45	\$1,810.53(R)
Tier 3.8 (8,001 - 9,000 GPD)	\$1,775.16	\$241.34	\$0.22(R)	\$3.76	\$0.45	\$2,020.93(R)
Tier 3.9 (9,001 - 10,000 GPD)	\$1,960.79	\$266.11	\$0.22(R)	\$3.76	\$0.45	\$2,231.33(R)
Unknown 25,000 GPD	\$4,745.27	\$637.63	\$0.22(R)	\$3.76	\$0.45	\$5,387.33(R)

**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: June 18, 2021**

**Effective August 25, 2021**

**Issued by: Matthew Nicks, President**



**WASTEWATER UTILITY SERVICE**

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**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.

	Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Small 0-2000	\$60.85	\$13.15	\$0.22(R)	\$3.76	\$0.45	\$78.43(R)
Medium 2001-4000	\$69.68	\$16.32	\$0.22(R)	\$3.76	\$0.45	\$90.43(R)
Large 4001-6000	\$82.44	\$19.56	\$0.22(R)	\$3.76	\$0.45	\$106.43(R)
Extra Large 6001+	\$102.07	\$22.93	\$0.22(R)	\$3.76	\$0.45	\$129.43(R)

**Fees:**

Nonpayment – 5%

Reconnection - \$50

Disconnection - \$40

Returned Check - \$25

Returned ACH - \$25

Credit Card Convenience Fee: 2.45% with \$1.25 minimum fee

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**Issued: June 18, 2021****Effective August 25, 2021****Issued by: Matthew Nicks, President**

## **SEWER SUBSCRIPTION CONTRACT**

**DATE:** \_\_\_\_\_ **PROPERTY CLOSING DATE:** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**SUBDIVISION** \_\_\_\_\_

<input type="checkbox"/>	<b>VACANT LOT</b>
<input type="checkbox"/>	<b>RESIDENCE</b>

**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 service 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 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 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** \_\_\_\_\_

**SUBDIVISION** \_\_\_\_\_

<b>VACANT LOT</b>	<input type="checkbox"/>
<b>CABIN</b>	<input type="checkbox"/>

**ADDRESS OF PROPERTY** \_\_\_\_\_

**LOT #** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**SQ FT** \_\_\_\_\_

**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 service 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 USER MANUAL (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.

---

**SUBSCRIBER'S SIGNATURE**

**UTILITY CUSTOMER'S MANUAL**  
**For Decentralized Wastewater Collection, Treatment and Disposal**

**Decentralized Wastewater Collection,  
Treatment System and Disposal**



***Total Customer Solutions.  
Life-Time Peace of Mind.***

Rev. 11-12-10  
Adenus



**888.3.ADENUS  
[www.Adenus.com](http://www.Adenus.com)**

**UTILITY CUSTOMER'S MANUAL**  
**For Decentralized Wastewater Collection, Treatment and Disposal**



*Greetings!*

**Wastewater Collection Treatment and Disposal**

Your home is connected to an Adenus® Wastewater Treatment System, which means that your family is being served by the decentralized industry leader. Our systems are designed and built to last, and we have a developed Quality Assurance/Quality Control (QA/QC) Program in place in the rare event that a problem should arise.

Decentralized wastewater systems designed by Adenus do an excellent job of breaking down waste at the homeowner's house. This is known as primary treatment. Next, the wastewater is filtered through a gravity effluent filter or a pump vault and filter and sent via watertight collection to the secondary treatment facility. The treatment technologies of Adenus can clean wastewater so well that the final discharge of water can be pumped into nearby streams or rivers, used to irrigate golf courses, or even used to recharge

the water table without affecting the local ecosystem.

The utility which owns and operates the treatment system that serves your home is responsible for maintenance and operation of all system components following the outfall line from your home.

If a wastewater problem arises that appears to be beyond the plumbing in your home and the outfall line from your home, you should contact your local service provider. If the problem is deemed to be related to the plumbing within your home or the outfall line between your home and the septic tank, a licensed plumber should be contacted.

To ensure the vitality of your home's system and that of the collection system and treatment system as a whole, you need to know what can and cannot be put down the drain or flushed at your home. Please read on to learn which items are okay and which are not.

**UTILITY CUSTOMER'S MANUAL**  
For Decentralized Wastewater Collection, Treatment and Disposal

**DO'S AND DON'TS for the DECENTRALIZED HOMEOWNER**

*As a general rule, please adhere to the following guidelines regarding items and substances that can and cannot be flushed, put down the drain, or disposed of into your home's plumbing system. Failure to do so may result in increased costs and/or tank pumping fees or fines:*



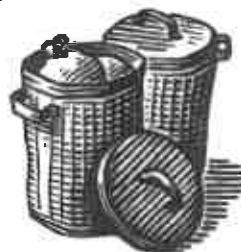
**DON'T** flush or pour any poisons or dangerous and damaging items into your household plumbing system or wastewater treatment system. Please refer to the "Alternatives for Household Cleaning Products" on page 4. Especially, do not dispose of...

- Prescription medications or similar substances
- Water softener treatments, backwash, or salts
- Excessive amounts of oils (this includes bath oils and body oils)
- Combustibles or poisonous products
- Cleaning products, particularly floor waxes and carpet detergents
- Chlorine bleach, chlorides, and pool or spa products
- Quaternary ammonia
- Fertilizers, pesticides or herbicides, or agricultural compounds



**DON'T** use any additives that are marketed as performance enhancers for your wastewater treatment system. The bacteria and organisms that grow in your tank produce natural enzymes

that adequately break down and digest nutrients in the wastewater. These additives can actually cause maintenance problems inside of the tank and beyond for which you may be financially responsible!



**DON'T** put food items and scraps down your kitchen sinks disposal. Sending surplus food and garbage through the disposal will shorten the usable life of your tank in between pumpings. Throw away the following your trashcan:

- Coffee grounds, egg shells, fruit seeds, beans, chewing gum, trash, chewing tobacco, and cigarette butts
- Paper towels, newspapers, sanitary napkins, diapers, condoms, tampons, personal flushable wipes, baby wipes and swiffer sheets
- Cooking grease and meats
- Rags, hair, and pet dander



**DO** collect all grease from cooking in a container and place it with your garbage. Also, always steer clear of using your disposal excessively. If possible, compost your food scraps or otherwise get rid of them with your garbage.



**UTILITY CUSTOMER'S MANUAL**  
For Decentralized Wastewater Collection, Treatment and Disposal

**DO'S AND DON'TS for the DECENTRALIZED HOMEOWNER**



**DON'T** let your faucets run to prevent waterlines from freezing. Running faucets can increase your water usage by tenfold. This can overload your system and cause further problems. Take the necessary steps to properly insulate all of your plumbing fixtures, inside and outside.

**DON'T** install a grinder pump to move sewage wastes to the septic tank or a basement sump pump connected to the septic tank. This can result in a sewer back up into the residence and added maintenance of the system.

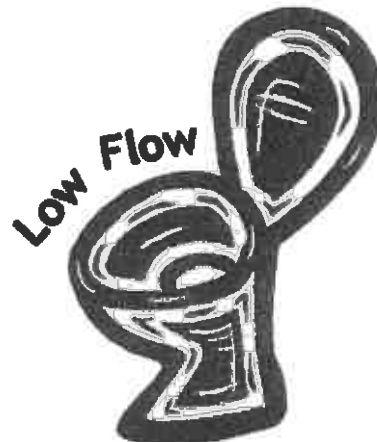
**DON'T** use unnecessary amounts of water. It is normal for a person to use 50 gallons of water per day. To help conserve water, follow the tips listed below:



**To help save water:**

- Take showers that are as short as possible. Also, do not overuse larger soaking tubs (use sparingly).
- Do not let the water run while you are not using it. For example, shut the water off when you are brushing your teeth; only turn the water on to rinse your toothbrush or mouth.

- Only run the dishwasher and washing machine when you have a full load, and avoid doing several loads back to back.
- If a toilet or showerhead malfunctions, replace it with a low-flow model or a model that is designed to save water.



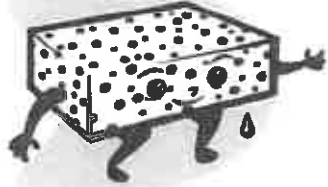
**DO** fix all leaky plumbing fixtures. Leaky toilets can allow up to 2,000 gallons of water to go down the drain in a 24 hr. period. This can cause your water bill to average more than ten times your normal bill due to wasted water! This also can overload your system and cause maintenance problems and/or costs.



**DO** clean the lint traps on your washing machine units. This will help hinder lint and unnecessary materials from entering your interceptor tank. This in turn will help keep your tank pumping frequencies to a minimum.

**UTILITY CUSTOMER'S MANUAL**  
**For Decentralized Wastewater Collection, Treatment and Disposal**

**Alternatives for Household Cleaning Products**



**DO** use alternatives for household dangerous materials and cleaners. Use the following products in lieu of more harmful conventional cleaners. See the list below for recommended alternatives to conventional cleaners:

**Cleaners that contain Ammonia:** Sprinkle baking soda on a damp sponge. To clean glass and windows use a solution of 2 tablespoons of white vinegar in 1 quart of water. Store the mixture in a spray bottle for easy use.

**Disinfectants:** Mix  $\frac{1}{2}$  cup of borax into one gallon of water and apply to desired area. This mixture can also be used to deodorize.

**Drain unclogging gels and liquids:** **DO NOT** use any of these. **DO** use a standard plunger or a metal plumbing snake. If this does not work, remove and clean the S-traps in the sink or plumbing lines.

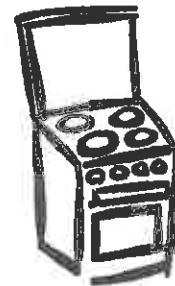
**Scouring cleaners and powders:** See "Cleaners that contain Ammonia" above. You could also search for natural products that do not scratch surfaces or harm wastewater treatment systems. They are widely available.

**Carpet and Upholstery Cleaners:** Sprinkle some dry cornstarch or baking soda on the affected area then vacuum. If the stain is too tough for that, you can blot the stain with white vinegar mixed into soapy water.

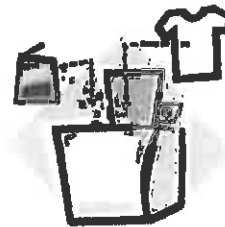
**Toilet cleaners:** Sprinkle baking soda onto a toilet brush and then scrub the bowl.

**Furniture and Floor Polish/Cleaner:** Use an oil-based soap with warm water as a cleaner then dry off with a soft rag. For a polish, mix 1 part lemon juice and 2 parts oil of any kind. You can also seek natural and alternative cleaners that work well too.

**Metal Polish:** To clean brass and copper, scrub the items with a sliced lemon coated with table salt. To clean stainless steel, use a scouring pad dipped in mild soapy water. For silver, apply toothpaste to a scrap rag and rub the paste gently onto the silver. Wipe clean with a damp cloth then dry.



**Oven cleaners:** On new oven spills, sprinkle normal table salt on the spill areas then scrub with a scouring pad or cloth. For older set-in spills, pour baking soda on the spills then scour with a scouring pad.



**Laundry detergents:** Always use a zero phosphate detergent or use soap flakes with  $\frac{1}{3}$  cup of washing soda. Before switching, wash clothes in pure washing soda to remove accumulated residues.

# **UTILITY CUSTOMER'S MANUAL**

## **For Decentralized Wastewater Collection, Treatment and Disposal**

### ***Important! Caution!***

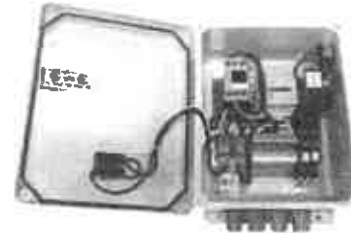
*Only a qualified electrician or authorized installer and/or wastewater operator should work on your control panel. The control panel and all other components of your wastewater system are property of Adenus® Utilities Group and/or the proper O&M company. The homeowner shall never service these items under any circumstances. If your system needs attention, please contact the proper personnel.*

### **OUTSIDE the HOUSE**



**YOUR UTILITY PROVIDER** will provide regular monitoring and maintenance. If your system has a control panel, it is a good idea to write the Utility's phone number on the side of the panel for reference.

### **AT the CONTROL PANEL**



**DO** familiarize yourself with the location of the components of your wastewater system and electrical control panel (this applies only to STEP systems).

**DO** take immediate action to correct the problem by calling your utility service provider immediately in the event of an alarm condition; it resembles the sound of a smoke detector.



**DO** remember that if there is an audible alarm coming from your panel, it can be silenced by pushing the lighted "Push to Silence" button on the front of your Adenus® control panel. With ordinary use, your tank has a reserve storage capacity of 24-48 hours.

**DO** leave all circuit breakers on in the control panel when going on vacation. This will allow for the discharging of water whenever necessary.

# **Adenus®**

**Total Customer Solutions.  
Life-Time Peace of Mind.**

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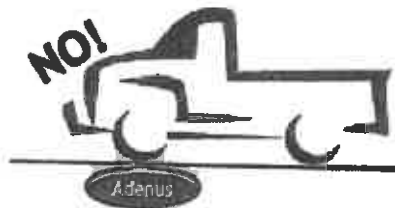
**UTILITY CUSTOMER'S MANUAL**  
For Decentralized Wastewater Collection, Treatment and Disposal

**DO'S AND DON'TS for Outside of Your Home**



**DON'T** dig in your yard if you do not know where the components of your wastewater treatment system are located. If possible, avoid these areas when landscaping and adding permanent outdoor structures. Bird baths and picnic tables are okay to place anywhere in your yard, as they are easily removed and don't harm your system.

State law requires that utilities be notified before beginning excavation. Call your state One-Call center before any digging is done.



**DON'T** drive your vehicle or any heavy machinery over the lid or surface of your tank or over any buried components of your system. If there is a chance of vehicular traffic over your system, construct a barrier or plant rows of shrubs that would block this traffic.



**DON'T** dump waste from RVs or campers into your tank, down the drain, or into your plumbing system. It will increase the incidence of necessary tank pumping. When dumped directly into the pumping vault, RV waste can clog equipment or cause it to lose function or longevity, causing undue maintenance and repair costs. Chemicals that may be found in RV waste can literally kill off the necessary bacteria and microorganisms that live in your tank and provide primary treatment.

**DON'T** ever connect rain gutters or storm drains to the sewer or allow surface water to drain into it. Don't discharge hot tub water into your system. The additional water will increase costs, and reduce the capacity of the collection and treatment systems. It can also wash excess solids through the tank.

**DON'T** remove the riser access lid on your tank for any reason, ever. If bolts are lost or damaged, contact your local Adenus® maintenance technician. This person is the only one that should ever remove the lid from your tank unless otherwise directed.



**DON'T** ever enter your tank. Any work on your tank shall be done by authorized Adenus® personnel. Gasses in the tank may be fatal.

## STATE OPERATING PERMITS

## CHAPTER 0400-40-06

(Rule 0400-40-06-.05, continued)

- (f) Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state or federal law.
- (g) The permittee may not add wasteloads to the permitted system in a quantity or quality not currently permitted without prior notice to, and written approval from, the Commissioner.
- (h) The permittee shall own the sewerage system, including treatment works, collection systems, and land application areas, including any parts thereof and extensions thereto (except as provided in paragraph (2) of Rule 0400-40-06-.09), as applicable. A recorded perpetual easement in a form approved by the Commissioner may be provided in lieu of fee title. Evidence of such ownership or access rights must be provided to, and approved by, the Commissioner prior to commencement of operation. This subparagraph does not apply to land application areas for AFOs.

**Authority:** T.C.A. §§ 4-5-201, et seq., and 69-3-101, et seq. **Administrative History:** New rules filed February 14, 2022; effective May 15, 2022.

**0400-40-06-.06 RESERVED.****0400-40-06-.07 ANIMAL FEEDING OPERATIONS.**

In addition to the general conditions identified in Rule 0400-40-06-.05, the following special conditions apply to permits authorizing the operation of wastewater systems for animal feeding operations:

- (1) The permittee shall develop, submit, obtain the Commissioner's approval for, and keep on-site a current site-specific nutrient management plan consistent with the requirements of subparagraphs (10)(a) and (b) of Rule 0400-40-05-.14.
- (2) When the AFO owner or operator makes changes to the AFO's nutrient management plan previously submitted to the Commissioner:
  - (a) The AFO owner or operator shall provide the Commissioner with the most current version of the AFO's nutrient management plan and identify changes from the previous version.
  - (b) The Commissioner shall review the revised nutrient management plan to ensure that it meets the requirements of this paragraph and any applicable standards and shall determine whether the changes to the nutrient management plan include revisions to the terms of the nutrient management plan as set forth in subparagraph (10)(b) of Rule 0400-40-05-.14. The Commissioner shall advise the AFO owner or operator whether the changes meet the requirements of subparagraphs (10)(a) and (b) of Rule 0400-40-05-.14 and applicable standards. Upon such notification, the AFO owner or operator shall either make further revisions to the nutrient management plan or implement the revised nutrient management plan.
  - (c) Operational changes that require nutrient management plan revision, resubmittal, and Commissioner approval include:
    - 1. The addition of confinement buildings, settling basins, lagoons, holding ponds, holding pits, or other agricultural waste containment/treatment structures or handling systems;
    - 2. The addition of new land application areas for AFOs, or the removal of existing land application areas for AFOs;

APPENDIX 1-D-1

PRELIMINARY PROJECT DISCUSSION GUIDANCE/CHECKLIST

LEGEND: See Appendix 1-D for Legend													
4-step process req'd													
Treatment													
Non-treatment													
4-step process optional													
TF DC IW LA SLS FM GR RH RU													
DESCRIPTION													
PRELIMINARY PROJECT DISCUSSION FORMAT													
In the case of all TF, DC, IW and LA projects involving treatment: Engineer/Owner requests meeting in writing (letter or email) from Land Based or Water Based Permit Sections and prepares information for meeting in accordance with agenda items below.													
Attendees for face-to-face meeting:													
<ul style="list-style-type: none"> <li>DWR (NFO and EFO) permitting and plans review personnel;</li> <li>Funding Agency representatives (RDA, SRF, CDBG) if requested and available;</li> <li>Owner if desired</li> <li>Consulting firm representatives (required)</li> </ul>													
Telephone Conference level meeting with previously delivered/distributed handouts to cover agenda items.													
Letter/email with appropriate attachments													
ITEM DESCRIPTION													
AGENDA ITEMS FOR PRELIMINARY DISCUSSION													
A.	Identity of applicant; permittee; consulting engineer; funding agencies if applicable												
B.	Project purpose and objective(s)												
C.	Preliminary Engineering Report requirements (including alternatives for discharge/disposal characteristics; alternatives for life cycle cost analyses for discharge/disposal options and for process selection; requirements for funding agency; permitting issues or equipment/process selection anticipated; plant expansion vs. I&I reduction or existing plant optimization will always be required if applicable.)												
D.	Map of general service area, probable site and construction area; adjacent properties; significant waters of the state or geological features potentially impacted; property boundaries involved.												
E.	System capacity (Hydraulic: ADDWF, ADF, Peak Flow; Design Flow; Nutrient: Influent loads at ADDWF, ADF and Design Flow; Treatment/Conveyance: accommodation of variability of loads)												
F.	Receiving waters status; land application site suitability for wastewater assimilation; reuse options, categories for reclaimed water and required treatment quality to qualify for reuse.												
G.	Permits: individual/General NPDES or SOP (new or modified); Individual/General Construction; Individual/General ARAP; Storm water permits and requirements; application for Reuse; Other permits; Schedule of permit applications and integration with plans and specification submittals; compliance and enforcement issues if applicable.												

Ex. 4





EX. 5

**DWR-NPDES-SOP-G-02-WW Design Criteria Chapter 2-072020**  
**Design Criteria for Review of Sewage Works Construction Plans and Documents**  
**Chapter 2**

## **2.2 General Requirements for Collection Systems**

### **2.2.1 Construction Approval**

In general, construction of new sewer systems, extensions of existing systems, or upgrades to pumping systems must ensure that the downstream conveyance system and the receiving wastewater treatment plant are either:

- Capable of adequately conveying and/or processing the added hydraulic and organic load, or
- Capable of providing adequate conveyance and/or treatment facilities on a timely schedule acceptable to the Division of Water Resources ("Division").

### **2.2.2 Operation and Maintenance**

"The supervision, operation, and maintenance of sewerage systems shall be of such character as in the opinion of the Tennessee Department of Environment and Conservation will produce satisfactory results as judged by current standards of the Department. Evidence of competency may be required if and when deemed necessary by the Commissioner to insure proper operation and maintenance of any public sewerage system". (TN Rule 0400-40-16-.03(3)).

Owners, collection system operators, and consultants can develop Capacity, Management, Operation and Maintenance (CMOM) programs. Templates and guidance are available from the Tennessee Association of Utility Districts (TAUD) and the Environmental Protection Agency's (EPA) CMOM Program Self-Assessment Checklist. (See Appendix 2-D.)

### **2.2.3 Ownership**

Sewer systems must be wholly owned (including pumping stations, force mains, gravity sewer and alternative sewer designs) by a single responsible party, such as a utility or municipality, for operation and maintenance. Ownership must include utility easements, or equivalent, to pumps, pump controls, and alarms in order to provide an operable system for all force main designs.

"Prior to the approval of final plans and specifications for sewerage facilities that are not owned and operated by a municipality or public utility district, the Department must receive evidence of the ownership of the system by a satisfactory organization that will be responsible for the operation and maintenance (such organization as a corporation set up under the General Corporation Act of 1969, an organization that has a charter from the Tennessee Public Service Commission, or a title deed on FHA insured loans) of the system". (TN Rule 0400-40-16-.02)

Plans for sewer systems including domestic wastewater treatment systems will not be approved unless ownership and responsibility for operation are by a municipality, publicly owned utility, or a privately-owned public utility regulated by the Tennessee Regulatory Authority (TRA). The owner is defined as the entity responsible for the operation of the system. The property





**DWR-NPDES-SOP-G-02-WW Design Criteria Chapter 2-072020**  
**Design Criteria for Review of Sewage Works Construction Plans and Documents**  
**Chapter 2**

being served is defined as the user.

Legal title to tanks, pumps, or other components should be vested with the owner. The objective of having title invested to the owner rather than the user is to avoid potential for cost disputes over equipment selection and repair methods. Regardless of where title is vested, the owner should completely control all tanks, pumps, service lines and other components of the system on private property. This requirement is essential to assure operable hydraulics and overall system reliability.

The owner shall possess a recorded general easement or deed restriction to enter the private property being served, and to access the system and its components. Access must be guaranteed to operate, maintain, repair, restore service and remove sludge.

Owners should operate and maintain facilities without interruption, sewage spills on the grounds, sewage backup into buildings, or other unhealthy conditions.

#### **2.2.4 Infiltration and Inflow Considerations**

Design and construct new sewer systems to achieve total containment of sanitary wastes and exclusion of I/I. This includes installing pipe with watertight joints, watertight connections to manholes, and watertight connections to service laterals or service lateral stubs and using trench design that minimizes the potential for migration of water along the trench. Additionally, the new sewer system and appurtenances must be able to convey the wastewater load, including existing I/I and rainfall derived I/I (RDI/I) peak flow rates, from upstream areas as appropriate. An analysis of existing I/I should be submitted (and may be required) where I/I is known to be a problem in the existing sewer, and extensions are proposed.

#### **2.2.5 Erosion Prevention and Sediment Control (EPSC)**

Construction projects resulting in one or more acres of soil disturbance or less than one acre as part of a larger common plan of development comprising at least one acre of cumulative land disturbance are required to obtain authorization under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Stormwater Associated with Construction Activities (CGP) or an individual NPDES permit. Construction activities include clearing, grading, filling and excavating. Site operators must maintain coverage under this permit for all portions of a site that have not been permanently stabilized.

CGP Notice of Intent (NOI) and supporting documentation are required at the time of construction document submittal. The NOI is processed at the local field office and a copy of the NOI or the permit tracking number shall be included with the plan's submittal.

EPSC measures shall be designed in accordance with the current version of the TDEC Erosion and Sediment Control Handbook.

With regard to EPSC involving sewer lines:

- Clearing, grubbing, and other disturbance to riparian vegetation and wetland shall be kept