

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

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<b>IN RE:</b>	)	
	)	
<b>COMPLAINTS AND PETITIONS OF RONALD C. McCABE VS. TENNESSEE WASTEWATER SYSTEMS, INC.</b>	) ) ) )	<b>DOCKET NO. 22-00105</b>

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**RONALD C. McCABE’S RESPONSE TO TENNESSEE WASTEWATER’S FIRST SET OF  
INTERROGATORIES, REQUESTS FOR PRODUCTION OF DOCUMENTS, AND  
REQUESTS FOR ADMISSIONS**

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Ronald C. McCabe (“Petitioner”) files this response to the Tennessee Wastewater Systems, Inc.’s First Set of Interrogatories, Requests for Production of Documents, and Request for Admissions [“Discovery Request(s) or DR(s)”].

**GENERAL OBJECTIONS**

- A. The Petitioner’s responses and objections to the Discovery Requests are made solely for the purposes of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and all other objections and grounds that would require the exclusion of any statement contained herein if made by any witness present and testifying in court. All such objections are reserved and may be interposed at the time of hearing.
- B. The Petitioner objects to the extent the Discovery Requests seek to impose duties or requirements in addition to any requirements imposed by the Uniform Administrative Procedures Act, found at Tenn. Code Ann. 4-5-101 et seq. and the Tennessee Rules of Civil Procedures. By answering the Discovery Requests, the Petitioner does not agree to abide by any such instructions, agree to any definitions or requirements dictated in the Discovery Request questions.
- C. The Petitioner objects to these interrogatories and requests in their entirety to the extent they seek information and/or documents not in the Petitioner’s possession, custody, or control on the grounds such requests are overly broad, and unduly burdensome, and constitute annoyance, harassment, and oppression.
- D. The Petitioner objects to these Discovery Requests in their entirety to the extent they seek confidential, financial, competitive or proprietary documents or information.

E. The following responses are based on information currently available to the Petitioner as a result of reasonably diligent investigation. Except for the explicit facts admitted herein, no incidental or implied admissions are intended by the Petitioner. The fact the Petitioner answered all, or any part of a question shall not be construed as a waiver of any objection to any Discovery Request. The Petitioner reserves the right to supplement and/or modify any responses given hereunder based upon the discovery of different or additional information.

Subject to and without waiving its general objects and any specific objections asserted to particular questions, the Petitioner hereby provides the following responses to the Discovery Requests:

## INTERROGATORIES

1. Identify all persons who answer, provide information contained in these answers, or are consulted in the preparation of answers to these Interrogatories, and describe, in detail, their respective relationships to the Petitioner. If more than one person answers, provides information contained in the answer, or consulted in the preparation of the answers, identify the persons answering, providing the information supplied in, or who were consulted concerning the answer to each of the following Interrogatories.

**RESPONSE:** The Petitioner, whose personal and background information are contained in the Petitions and Complaints and accompanying documents, solely prepared the Responses to these Discovery Requests. Set forth below are the names of unrelated third-party individuals along with their affiliation, telephone number and/or email address, if known, who were involved in and/or provided information for the preparation of the Complaints and Petitions filing and related documents in this proceeding.

Ginger Witt, TWSI, 615-220-7193  
Carlos Black, TPUC, 615-770-6870  
Carol White, TWSI, 615-220-7193  
Jimmie Hughes, TPUC, 615-770-6897  
Anastasia Sharp, TDEC, 615-532-1508  
Beth Rorie, TDEC, 615-532-1172  
Lisa Foust, TPUC, [lisa.foust@tn.gov](mailto:lisa.foust@tn.gov)  
Patsy Fulton, TPUC, [patsy.fulton@tn.gov](mailto:patsy.fulton@tn.gov)

2. Please identify each person likely to have discoverable information that you may use to support your claims in this proceeding. For each person identified, please state the subject matter of the person's knowledge and information.

**RESPONSE:** See Response to DR #1 above

3. Please identify each person you expect to testify as an expert witness at the hearing in this matter. With respect to each witness, please state the subject matter on which the expert is expected to testify, state the substance of the facts and opinions to which the expert is expected to testify, and provide a

summary of the grounds for each opinion. For each person so identified, provide the witness's qualifications, including a list of all publications authored in the previous ten years, a list of all other cases in which during the previous four years the witness testified as an expert, and a statement of the compensation to be paid for the study and testimony in this case.

**RESPONSE:** None at this time.

4. Please identify all evidence you intend to rely on to support your contention that the "The TWSI Sewer Subscription Contract is not a legal and binding contract upon the Ratepayers..."

**RESPONSE:** Public documents for all TPUC Rules including, but not limited to, Rules 1220-04-01-.03(2) and 1220-01-01-.03; TCA 65-4-115

5. Please explain how "TWSI's unreasonable and unjust actions and requests" violates TCA 65-4-115.

**RESPONSE:** TWSI did not identify the source and/or origin of the quoted comment in DR #5 above and, therefore, the Petitioner does not know the context and background in which such comment was made and can not respond to this Discovery Request.

6. Please explain whether and how often TWSI personnel have been on your property to perform sewer maintenance services.

**RESPONSE:** The Petitioner owns numerous real estate properties but believes the property referred to in DR #6 above refers to my cabin in Starr Crest. This cabin property has been unoccupied and, therefore, the Petitioner does not know the answer to this Discovery Request.

7. Please explain how often TWSI personnel have attempted to enter your cabin to perform sewer maintenance service.

**RESPONSE:** See Response to DR#6 above.

8. Please identify all evidence you intend to rely on your contention "TWSI failed to comply with the TPUC General Filing Requirements causing the Sewer Subscription Contract to not be part of the Official Tariff..."

**RESPONSE:** Public documents for all TPUC Rules including, but not limited to, Rules 1220-04-01-.03(2) and 1220-01-01-.03: The form of the Sewer Subscription Contract copied from the Trailing Pages behind the Official Tariff attached as EXHIBIT "I" to the Petitions and Complaints filing.

9. Please identify all evidence you intend to rely on to support your contention the "easement terms and scope in Paragraph #6 of the Sewer Subscription Contract of TWSI are overly-broad and far reaching".

**RESPONSE:** The easement terms and conditions in the Sewer Subscription Contract referenced and identified in Response to DR#8 above.

10. Please explain your contention that the Sewer Service Contract is a "Forever Use" Contract,

including whether TWSI can continue to hold customers responsible for services that are no longer provided to them by TWSI, should TWSI cease providing service to the Starr Crest II community or alternative sewer treatment methods become available that would remove the need for TWSI's services from the community or specific property such as your own.

**RESPONSE:** TWSI titles their most recent Contract with customers as a Sewer Subscription Contract. The Petitioner is not familiar with the alleged contention as stated in DR#10 above.

11. Please explain what you call the "Pay for Billing Services Not Used" policy.

**RESPONSE:** The Petitioner is not familiar with the phrase quoted in DR#11 above.

#### REQUEST FOR PRODUCTION OF DOCUMENTS

1. All other documents that evidence or relate to your responses to the above interrogatories or the following Request for Admissions, including all documents identified in said responses.

**RESPONSE:** The source and location of the documents referenced in the Responses to these Discovery Requests are set forth in the Responses, all of which have already been filed in these proceedings or are readily available to the public.

2. Any and all communications, including emails with TPUC regarding your complaint.

**RESPONSE:** See e-mails from Carlos Black, dated 4/6/22 & 4/18/22 attached as EXHIBIT "A"; See e-mails from Lisa Foust and Utility Acknowledgement, dated 3/1/22 & 3/25/22, respectively, attached as EXHIBIT "B".

3. Any and all communications, including emails with TDEC regarding your complaint.

**RESPONSE:** See emails from Petitioner, dated 12/6/22 & 12/8/22 attached as EXHIBIT "C"; See e-mails from Ms. Sharp & Water Permits, dated 12/7/22 & 12/8/22, respectively, attached as EXHIBIT "D"; See e-mail from Beth Rorie, Water Works, dated 12/8/22 attached as EXHIBIT "E"; See letter from Petitioner, dated 12/6/22 attached as EXHIBIT "F".

#### REQUEST FOR ADMISSIONS

1. Admit or Deny you own the a cabin and property located at 1811 Starr Street, Sevierville, Tennessee 37876 in the Starr Crest II subdivision.

**RESPONSE:** Admit

2. Admit or Deny you have been the sole owner of the cabin and property since 2011.

**RESPONSE:** Admit

3. Admit or Deny that you did not pay a sewer bill to TWSI from 2013 to 2021.

**RESPONSE:** Deny. The Petitioner did not receive a “sewer bill” from TWSI until early 2021 for sewer service starting February 1, 2021 and subsequent billings have been paid each month thereafter. Therefore, there was no “sewer bill” to pay for the majority of the above stated time period. This non-billing by TWSI was not unusual since sewer service was not needed or used at my cabin (see Response to DR # 4 below) and, it is my understanding, TWSI sewer operations at Starr Crest were at or exceeded their designed disposal capacities during most of this period of time.

4. Admit or deny that your cabin located at 1811 Starr Street, Sevierville, Tennessee 37876 was not occupied, rented, or otherwise used at any point from 2013 to 2021.

**RESPONSE:** Admit

5. Admit or Deny sewer service components such as the collection line and tank are installed on your property outside the public utility easement identified on the revised plat for your property.

**RESPONSE:** Deny, based on the visible fiberglass lid to what appears to be a top of a tank and a PVC pipe protruding out of the ground both used for unknown purposes and both located approximately on the property boundary line within the recorded public utility easement. The Petitioner is not a construction engineer or has been associated with the sewer wastewater disposal business and does not know what construction systems are buried underground or, otherwise, not visible to the naked eye. TWSI does not provide a clear and definitive description and/or diagram of the “sewer service components” referred to in their tariff and Sewer Subscription Contract and/or their typical location on a ratepayer’s property.

6. Admit or Deny all sewer components on your property are located fully within the public utility easement identified on the revised plat for your property.

**RESPONSE:** See Response to DR #5 above.

7. Admit or Deny the tank at your cabin is part of the collection system for your system.

**RESPONSE:** See response to DR #5

8. Admit or Deny your contractual obligation to use TWSI as the sewer provider terminates when sewer service is no longer necessary at the property, is no longer provided by TWSI, or when you sell the cabin and are no longer a customer.

**RESPONSE:** Deny. TWSI has rejected both the completed and signed Sewer Service Agreement, dated August 1, 2011 and the Sewer Subscription Contract, dated February 28, 2022 provided to TWSI by the Petitioner and attached as EXHIBIT “A” and EXHIBIT “VI”, respectively, to the Direct Testimony of Ronald C. McCabe. Therefore, the Petitioner has no continuing long-term contractual obligation to TWSI the same as the Petitioner has no continuing long-term contractual obligation to the electric, water, telephone/cable, or any other utility service providers to my property.

9. Admit or Deny you have formally requested TWSI to disconnect service to your property.

**RESPONSE:** Deny

10. Admit or Deny you have never formally requested TWSI to disconnect service to your property.

**RESPONSE:** Admit

11. Admit or Deny TCA 65-4-115 requires utilities to treat customers equally.

**RESPONSE:** Deny. Public document TCA 65-4-115 does not reference the term “equally” but does prohibit a public utility, among other things, from adopting, maintaining, or enforcing any regulation, practice, or measurement which is unjust, unreasonable, unduly preferential or discriminatory.

12. Admit or Deny TPUC’s letter dated August 20, 2021 and posted on TWSI’s website is evidence of TPUC’s acceptance TWSI’s tariff, contract, and customer do’s and don’ts.

**RESPONSE:** Deny. The letter referenced in this DR #12 acknowledges receipt of a TWSI “Tariff #2021-0099” which on the TPUC website Docket #2100099 is a docket for Chattanooga Gas Company filings. In addition, this letter makes no reference to “contract, and customer do’s and don’ts”.

13. Admit or Deny TWSI cannot impose rules and conditions on its customers that have not been reviewed and approved by TPUC.

**RESPONSE:** Deny. In theory, according to public document TPUC Rule #1220-04-01-.03(2), the above statement in DR #13 is true and is how the TPUC regulation of all utilities under TPUC jurisdiction, including TWSI, is designed to operate. However, the Pay for Services Not Used billing practice of TWSI has been “imposed” by TWSI on its customers through the delivery of its monthly Billing Statement and such practice has definitely not been disclosed to and, therefore reviewed and approved by the TPUC. In addition, another caveat to the question of TPUC review and approval of the rules and regulations of a utility is whether such rules and regulations have been properly filed (as in the case of the TWSI Sewer Subscription Contract including its easement and Forever Use requirements) with the TPUC in accordance with the General Filing Requirements of TPUC Rule #1220-01-01-.03. Furthermore, another question arises as to the TPUC review and approval of utility rules and regulations process is whether the TPUC wants to be a party to requiring utility customers to acknowledge and agree to a fictitious perpetual easement TWSI deceptively represents as being already recorded in the public land records when no such recorded easement exists as in the case of the TWSI easement acknowledgment requirement in their Sewer Subscription Contract.

14. Admit or Deny you have signed an unedited Sewer Subscription Agreement with TWSI.

**RESPONSE:** Admit the Petitioner has signed a Sewer Subscription Contract edited for errors and ambiguities.

15. Admit or Deny the scope of the easement language is specified in TWSI’s tariff at Section 2, Pages 1 and 2, Utility Facilities on Private Property.

**RESPONSE:** Admit that the simple eighteen-word second sentence of the subsection referenced above in DR #15 solely sets the scope of the easement language by requiring the customer to enter into an

easement agreement with TWSI for the maintenance of the sewer system. However, this easement requirement language does not track and is not the same easement terms and conditions that customers are required to acknowledge in the Sewer Subscription Contract. The first and third sentences in this subsection referenced above specify the responsibilities between the customer and TWSI for the maintenance of components of the sewer system. Each of these three sentences is disjointed and stands alone. There is nothing in the language of this subsection to tie and connect them together to limit/qualify the easement requirement in the second sentence for the maintenance of the sewer system.

16. Admit or Deny TWSI's tariff at Section 2, Page 2 states the reasons for which TWSI may discontinue service.

**RESPONSE:** Admit there are six reasons for Discontinuation of Service set forth on Original Page 2 of Section 2 of the TWSI public document tariff in which reason #5 (i.e. stated as "For violation of any rules of the Company") is unclear and ambiguous as to its meaning and scope of application.

17. Admit or Deny that TPUC rules and regulations do not expressly prohibit wastewater utilities from including additional terms in their customer service contracts.

**RESPONSE:** Admit but the practice of intermingling separate and potentially erroneous and undisclosed requirements of the utility in the same Sewer Service Agreement required by the TPUC for water cut-off requirements is not fair to the captive ratepaying public and is fraught for possible abuse as more fully described in the Complaints and Petitions and accompanying documents filed in this proceeding.

18. Admit or Deny that customers are responsible for informing if they will not require use of their services for an extended period of time and wish to have those services temporarily disconnected.

**RESPONSE:** Admit customers are responsible for their own actions and well-being.

19. Admit or Deny you are currently receiving wastewater service at your property and have not had your service disconnected.

**RESPONSE:** Unknown. The Petitioner's cabin is unoccupied and it is not known whether there is presently sewer service to it.

20. Admit or Deny the public utility easements identified on subdivision plats may not be sufficient to afford TWSI the access it is required to have to all sewer components located on the properties to which it provides service.

**RESPONSE:** Unknown. The Petitioner is neither a construction engineer nor has been associated with the sewer wastewater disposal business. However, all other utilities do not require a separate easement to provide their services to my cabin and, thereby, rely on the recorded public easement to perform such services.

21. Admit or Deny TPUC's approval of a utility's tariff and associated documents (ie. April 21, 2020 letter referenced in item 12 above) represents that the those documents meets TPUC's filing requirements.

**RESPONSE:** Deny. See Response to DR #12. The letter referenced in DR #12 with a date of August 20, 2021, apparently is not the same letter referenced in this DR #21 with a date of April 21, 2020. The Petitioner is not familiar with and has no knowledge of the April 21, 2020 letter.

**AFFIDAVIT**

I, Ronald C. McCabe and Petitioner, affirm the Responses given to Tennessee Wastewater System, Inc.'s First Set Of Interrogatories, Requests For Production Of Documents, And Request for Admissions are true and correct to the best of my knowledge and belief based upon a review of relevant, available, accessible information and my personal knowledge.

Respectfully submitted,

\_\_\_\_\_  
Ronald C. McCabe and Petitioner

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on this 17<sup>th</sup> day of February, 2023, by Ronald C. McCabe by means of ( ) physical presence or ( ) online notarization, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed Name and Title

**CERTIFICATION OF SERVICE**

I, Ronald C. McCabe, Petitioner, certify a true and correct copy of the foregoing document has been served via e-mail on this 17<sup>th</sup> day of February, 2023 to the following:

Jeff Riden  
Tennessee Wastewater Systems, Inc.  
851 Aviation Parkway  
Smyrna, TN 37167-2582  
Jeff.Riden@Adenus.com

Karen Stachowski  
Consumer Protection and Advocate Division  
Office of the Tennessee Attorney General  
P.O. Box 20207  
Nashville, TN 37202  
TNConsumerAdvocate@ag.tn.gov

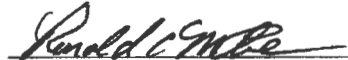
\_\_\_\_\_  
Ronald C. McCabe

**RESPONSE:** Deny. See Response to DR #12. The letter referenced in DR #12 with a date of August 20, 2021, apparently is not the same letter referenced in this DR #21 with a date of April 21, 2020. The Petitioner is not familiar with and has no knowledge of the April 21, 2020 letter.

**AFFIDAVIT**

I, Ronald C. McCabe and Petitioner, affirm the Responses given to Tennessee Wastewater System, Inc.'s First Set Of Interrogatories, Requests For Production Of Documents, And Request for Admissions are true and correct to the best of my knowledge and belief based upon a review of relevant, available, accessible information and my personal knowledge.

Respectfully submitted,

  
Ronald C. McCabe and Petitioner

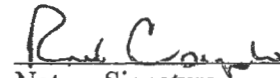
STATE OF FLORIDA       )  
COUNTY OF TASCA       )

The foregoing instrument was acknowledged before me on this 16<sup>th</sup> day of February, 2023, by Ronald C. McCabe by means of ☒ physical presence or ☐ online notarization, who ☐ is personally known to me or ☒ has produced Florida Driver License as identification.

SEAL



Renee Caropolo  
State of Florida  
My Commission Expires 04/28/2023  
Commission No. GG 328401

  
Notary Signature

Renee Caropolo, Notary Public  
Notary Printed Name and Title

**CERTIFICATION OF SERVICE**

I, Ronald C. McCabe, Petitioner, certify a true and correct copy of the foregoing document has been served via e-mail on this 17<sup>th</sup> day of February, 2023 to the following:

Jeff Riden  
Tennessee Wastewater Systems, Inc.  
851 Aviation Parkway  
Smyrna, TN 37167-2582  
Jeff.Riden@Adenus.com

Karen Stachowski  
Consumer Protection and Advocate Division  
Office of the Tennessee Attorney General  
P.O. Box 20207  
Nashville, TN 37202  
TNConsumerAdvocate@ag.tn.gov

\_\_\_\_\_  
Ronald C. McCabe

TPUC-CARLOS BLACK

TPUC File No. 22-0165



CB

Carlos Black &lt;Car ← ↩ → ...

To: You

Wed 4/6/2022 8:23 AM

Mr. McCabe,

I am writing to inform you that your March 25, 2022 service and billing complaint has been forwarded to Tennessee Wastewater Systems, Inc. ("TWSI") for a response. As soon as TWSI provide our office with their written response, I will contact you again to inform you of the response.

Thank you for calling this situation to the attention of the Tennessee Public Utility Commission.

If you have questions, please feel free to contact me anytime.

Carlos C. Black, M.B.E.  
Utility Rate Analyst  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Andrew Jackson State Office Building  
Nashville, TN  
37243

Phone: 615-770-6870

Email: [carlos.black@tn.gov](mailto:carlos.black@tn.gov)

Do the best you can, where you are,  
with what you have, now.



CONFIDENTIALITY NOTICE: The

TPUC File No. 22-0165



CB

Carlos Black &lt;Car ← ↩ → ...

To: You

Mon 4/18/2022 10:01 AM

Cc: Jimmie Hughes

Mr. McCabe,

I am writing you regarding the March 25, 2022, service and/or billing complaint that you filed against Tennessee Wastewater Systems, Inc. ("TWSI").

On April 14, 2022, I received correspondence from TWSI reflecting the action taken in response to your complaint. According to TWSI, you objected to certain language in the *Sewer Subscription Contract* and you were unhappy that you're billed at the commercial rate instead of the residential rate. The TWSI response further stated your complaint issue or situation could be easily resolved if you would sign the *Sewer Subscription Contract*, which would change your billing to the residential rate.

If you have questions or if I may be of further assistance, please feel free to contact me anytime. If I do not hear from you within ten (10) business days, I will consider your file closed.

Carlos C. Black, M.B.E.  
Utility Rate Analyst  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Andrew Jackson State Office Building  
Nashville, TN 37243  
Phone: 615-770-6870  
Email: [carlos.black@tn.gov](mailto:carlos.black@tn.gov)

EXHIBIT "B"

TPUC - LISA FOUST

LF

Lisa Foust <Lisa.F>

To: You

Tue 3/1/2022 4:25 PM

Cc: Patsy Fulton



TWSI Tariff.pdf

2 MB

Mr. McCabe,

I apologize for the delay in responding. I had another call come in as soon as we hung up. I'm attaching the most current tariff we have for Tennessee Wastewater, as we discussed. Also, I found out Patsy is out of the office until next week, but I have copied her on this email.

Patsy, Mr. McCabe has a question about Starr Crest II in Sevierville, TN. Specifically, #6 in the "Subscription Service Contact" at the end of the Company's tariff, regarding the easement language in the subscriber contract. He can be reached at 727-842-4407.

Let me know if there is anything else I can do to assist either of you!

Thanks,  
Lisa Foust  
Utilities Division  
TN PUC

**From:** Ronald McCabe

<rcmbizz@hotmail.com>

**Sent:** Tuesday, March 1, 2022 1:57 PM

**To:** Lisa Foust <Lisa.Foust@tn.gov>

**Subject:** [EXTERNAL]

## Utility Acknowledgement Letter

! This message was sent with High importance.

CT

ConsumerCompl< < > ...  
<ConsumerComplaint.TRA@tn.gov>

To: You

Fri 3/25/2022 5:58 PM

Dear Ronald McCabe,

The Tennessee Public Utility Commission (TPUC) has received your complaint. We will review your complaint and determine if it falls within our jurisdiction. Complaints within our jurisdiction will be forwarded to the utility company for a response.

If you have any additional information, or questions concerning your complaint, please contact the Consumer Services Division at 1-800-342-8359.

Thank you,  
Consumer Services Division  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243  
(615) 741-2904  
1-800-342-8359  
consumercomplaint.tra@tn.gov

[www.tn.gov/tpuc](http://www.tn.gov/tpuc)

**CONFIDENTIALITY NOTICE:** The information in this email and in any attachments is confidential and may be

EXHIBIT "C"

TDEC

**From:** Ronald McCabe  
**Sent:** Thursday, December 8, 2022 8:17 AM  
**To:** Water.Permits@tn.gov  
**Subject:** Comments on SOP No. 01033 for Starr Crest Resort II

Tennessee Department of Environment and Conservation  
Water Resources Division  
Attn: Public Notice Coordinator

Dear Sir,

Attached are my comments on the upcoming renewal of SOP No. 01033 to be issued to Tennessee Wastewater Systems, Inc. for Starr Crest Resorts II which was emailed to Ms. Anastasia Sharp on December 6, 2022.

Thanks

Ronald C. McCabe

Sent from Mail for Windows

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**From:** Ronald McCabe  
**Sent:** Tuesday, December 6, 2022 9:56 AM  
**To:** Anastasia.Sharp@tn.gov  
**Subject:** Tennessee Wastewater SOP No. 01033

Ms. Sharp-

I have attempted to call you on several occasions but your answering mailbox is full.

The attached comments are provided to you during the public comment period for the renewal of SOP No. 01033 issued for sewer operations by Tennessee Wastewater Systems, Inc. at Starr Crest II Resorts subdivision.

I do not have a copy of the Public Notice for this renewal. In the event you are not the contact representative for receipt of such comments or if you have any questions about them, please contact me at 727-842-4407.

Thanks- Ronald C. McCabe

Sent from Mail for Windows

EXHIBIT "D"

**From:** Water Permits  
**Sent:** Thursday, December 8, 2022 8:34 AM  
**To:** Ronald McCabe  
**Subject:** Automatic reply: Comments on SOP No. 01033 for Starr Crest Resort II

Thank you for your submittal to the Tennessee Department of Environment and Conservation - Water Resources Division.

Your email has been received and will be forwarded to the appropriate Water Resources Division unit for processing. You can retain a copy of this email for your records and as proof of submittal. If you need further assistance, please call 615-532-0625.

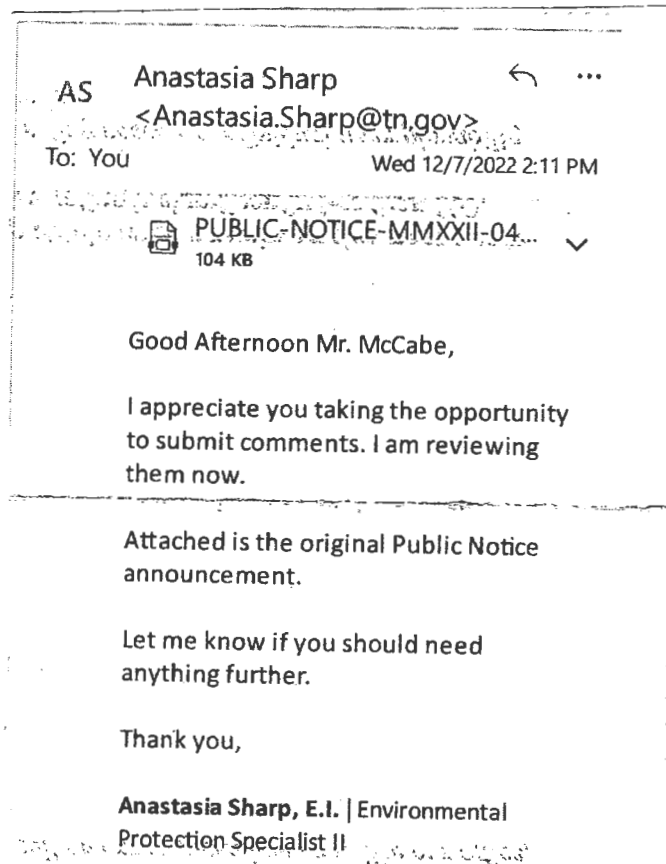


EXHIBIT "E"

**From:** Water Permits  
**Sent:** Thursday, December 8, 2022 12:23 PM  
**To:** Ronald McCabe  
**Cc:** Anastasia Sharp; jeff.risden@adenus.com  
**Subject:** SOP-01033 Tennessee Wastewater Systems, Inc. RE: Comments on SOP No. 01033 for Starr Crest Resort II

Hello,

This email is to acknowledge correspondence received. This email is a notification of receipt only and does not confirm or imply any decisions on the part of Division of Water Resources staff members. This document has been uploaded to Waterlog. Correspondence received by TDEC becomes part of the public record and can be viewed here:  
[DWR Permits Dataviewer.](#)

Please consider saving a copy of this email for your records.

Kind regards,

*Anastasia Sharp*  
*615-532-1508*



**Beth Rorie**  
William R. Snodgrass TN Tower, 11th Fl.  
312 Rosa L. Parks Ave.  
Nashville, TN 37243  
Office: 615-532-1172  
[Elizabeth.Rorie@tn.gov](mailto:Elizabeth.Rorie@tn.gov)

**From:** Ronald McCabe <[rcmbizz@hotmail.com](mailto:rcmbizz@hotmail.com)>  
**Sent:** Thursday, December 8, 2022 7:18 AM  
**To:** Water Permits <[Water.Permits@tn.gov](mailto:Water.Permits@tn.gov)>  
**Subject:** [EXTERNAL] Comments on SOP No. 01033 for Starr Crest Resort II

5501 Bellview Ave.  
New Port Richey, FL 34652  
December 6, 2022  
727-842-4407  
[rcmbizz@hotmail.com](mailto:rcmbizz@hotmail.com)

Delivered Via E-mail at [Anastasia.Sharp@tn.gov](mailto:Anastasia.Sharp@tn.gov)

Ms. Anastasia Sharp  
Tennessee Department of Environment and Conservation  
Division of Water Resources  
312 Rosa L. Parks Ave., 11<sup>th</sup> Floor  
Nashville, TN 37243-1102

Dear Ms. Sharp,

It is my understanding you are the primary contact representative at the Tennessee Department of Environment and Conservation ("TDEC") for the upcoming renewal of Permit No. 01033 ("Permit") for the Operation of Wastewater Treatment Facilities by Tennessee Wastewater Systems, Inc. (formerly known as On-Site Systems, Inc.) (collectively referred to as "TWS") for the Starr Crest II Resort subdivision ("Starr Crest") located in Sevier County.

I, Ronald C. McCabe who resides at 5501 Bellview Ave., New Port Richey FL 34652, hereby submit these comments to the TDEC as an aggrieved person during the public comment period for the renewal of the Permit which has a Public Notice Date published on the TDEC website of November 8, 2022.

I own a cabin in Starr Crest located at 1811 Starr St., Sevierville, TN ("Property") and purchase sewer wastewater disposal services covered by the Permit from TWS. There is a five (5) feet Utility & Drainage Easements for the Side & Rear Lot Lines recorded in the public land records of Sevier County for my Property and, based on copies of the recorded plats in my possession, the entire Starr Crest II subdivision. However, TWS requires its customers to sign and agree to a Sewer Subscription Contract[ "Contract"( copy attached hereto as EXHIBIT "I")] which forces the customer, among other things, to acknowledge and, thereby, agree to an expanded and, in my opinion, unnecessary and overboard utility easement for TWS to have unfettered, unrestricted and unannounced access to my entire Property including the cabin..

TWS has threatened to discontinue sewer service to my Property and now charges me a higher commercial rate instead of the rightfully due lower residential rate unless and until a signed Contract is sent to TWS. Although a completed and signed Contract changed and edited for errors, ambiguities and clarification of terms and conditions was provided to TWS [ "Clarified Contract"( copy attached hereto as EXHIBIT "II")], TWS rejected such Clarified Contract stating the Contract form had been filed and approved by the Tennessee Public Utility Commission ("TPUC") and could not be changed for any reason. I have raised questions as to (i) whether the Contract was officially filed with the TPUC making it legally binding upon the ratepayers and (ii) whether a separate utility easement is necessary in light of the 5 feet utility easement already recorded in the public land records.

In order to resolve these disputes and other issues with TWS, a Complaints and Petitions of Ronald C. McCabe vs. Tennessee Wastewater Systems, Inc. was filed with the TPUC under Docket No. 22-00105

on October 21, 2022 ["Complaints and Petitions"] (incorporated herein by reference)] Note: The TPUC Rules and Regulations do not have any specific separate easement requirements for wastewater utility providers. As part of the Answer TWS filed to the Complaints and Petitions, TWS argues both (i) sewer components are not typically located within defined utility easements identified on the plat resulting in the need for a broader easement and (ii) unless TWS owns the sewer components, TDEC rules [subsequently identified as TDEC Rule 0400-40-06-.05(h) (hereinafter referred to as "TDEC Rule")] require a permanent easement access to the components. Sewer components on my property are owned by me. I agree TWS should have access to such components installed on the grounds of my property.

After reading this TDEC Rule, I am not certain and convinced if and how this rule applies to my dispute with the TWS easement requirement in the Contract. For example: The TDEC Rule states the easement required by this rule is to be a recorded perpetual easement in a form approved by the Commissioner and such presentation and approval must be prior to commencement of operation. The TDEC Rule clearly requires the easement obligations including access to the sewer system to be in place and of record before sewer service begins and not created after the fact. However, the easements required by TWS in the Contract are obtained by TWS on an ongoing basis as property ownership changes and, to the best of my knowledge, are not recorded at anytime. Therefore, it appears, the TDEC Rule requirement for easement access to the sewer system is not satisfied and does not apply to the easements created by the Contract.


There were several plats recorded in the public records for Starr Crest II but the first appears to be recorded on 9/17/2003. TWS signed a Sewage Disposal Certification on all of these plats in my possession (and, I believe, all that were recorded) stating the sewage disposal system for such recording complies with TDEC requirements. In order for TWS to make such certifications, the easement requirements of TDEC Rule would have to be met and that information along with answers to several questions is hereby requested from the TDEC.

As part of the Permit renewal, I respectfully request TDEC to respond in writing to the following:

- (i) identify, explain and/or provide a copy, if other than a recorded plat, of the means used and documents provided by TWS to comply with the recorded easement and prior Commissioner approval requirements of TDEC Rule 0400-40-06-.05(h),
- (ii) does acquiring access by easement to the sewer systems on private property on an ongoing basis as property ownership changes satisfy the easement requirements of TDEC Rule 0400-40-06-.02(h)?,
- (iii) if the form of the Contract is on file with the TDEC, can it be changed now for errors and clarity?,
- (iv) are the sewer plumbing pipes constructed inside structures built on real estate and connected to its outside sewer disposal system included in the definition of "Sewage System" defined in TDEC Rule 0400-40-06-.02 and, thereby, covered by the perpetual easement requirement in TDEC Rule 0400-40-06-.05(h)?,
- (v) does a recorded in the public records five feet utility easement on side and rear property boundary lines, as is recorded for Starr Crest and is normal/customary in the real estate business, generally comply with the recorded easement requirement in TDEC Rule 0400-40-06-.05(h)?; and
- (vi) please provide any comments or other information TDEC may have in regard to this matter.

Thank you for your cooperation and consideration. Please call me with any questions at 727-842-4407.

Very truly yours,



Ronald C. McCabe

**SEWER SUBSCRIPTION CONTRACT**

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

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

SUBDIVISION \_\_\_\_\_

☐ VACANT LOT  
☐ RESIDENCE

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.

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SUBSCRIBER'S SIGNATURE



## SEWER SUBSCRIPTION CONTRACT

DATE: FEBRUARY 28, 2022

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

Ronald C. McCabe

PRINTED NAME

Starr Crest Resort

SUBDIVISION

1811 Starr Street, Sevierville, TN 37876

ADDRESS OF PROPERTY

5501 Bellview Ave. , New Port Richey, FL 34652

MAILING ADDRESS

727-842-4407

rcmbizz@hotmail.com

TELEPHONE NUMBER

EMAIL ADDRESS

☐ VACANT LOT  
☒ RESIDENCE

110R'

LOT #

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

1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with TWS for the provision of sewer service.
2. If this property is a vacant lot as checked above, I understand I will be billed a monthly Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the monthly Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer service begins. I understand payment of the monthly Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.
3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.
4. I warrant that any connection to and/or subsequent use of the system components on my property shall be in accordance with TWS's Rules, Regulations and Plans ("Rules") filed with the Tennessee Public Utility Commission ("TPUC").
5. I agree that my use of the system components on my property shall conform to the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with TWS's Rules. (a)
6. grant I acknowledge that TWS, its successors, and assigns have a personal 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. (b) (c)
7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank, and service line to the sewer connection valve.
8. I authorize TWS to install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the water service provider.
9. I authorize TWS to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant TWS the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
10. I agree to abide by TWS's Rules and Regulations, and the Rates and Fees Schedule as established in its tariff as approved by the Tennessee Public Utility Commission as well as with any amendments to or changes in such rules, regulations, and rates filed with TPUC.
11. I agree to promptly pay for sewer service at the current billing rate as set forth in the Company's tariff as approved by the Tennessee Public Utility Commission. I understand that should I not pay my bill; I will be subject to having my sewer service disconnected in accordance with TWS's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees. reasonable and use sewer services above
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 from TWS notice to TWS at least thirty (30) days in advance of vacating the property and terminating service.
13. This Sewer Subscription and Contract becomes void upon its recording in the Public Land Records of Sevier County, Tennessee.

Inserts above:

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

Ronald C. McCabe  
SUBSCRIBER'S SIGNATURE