

5501 Bellview Ave.
New Port Richey, Fl 34652
February 21, 2023

Via E-mail

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

Dear Mr. Risdén,

Set forth below is my reply to your letter, dated February 20, 2023, concerning my responses filed in Docket No. 22-00105 on February 17, 2023, to your Discovery Requests.

Interrogatory No. 1- Carefully read my response to this interrogatory which states "The Petitioner(defined as Ronald C. McCabe) solely prepared (underline added) the Responses to these Discovery Requests...". This Response further states "Set forth below are the names of unrelated third-party individuals... who were involved in and/or provided information for the preparation of the Complaints and Petitions filing and other related documents in this proceeding (underline added)" This Response gave you more information than you requested for this Interrogatory 1 and was cross-referenced in Response to Interrogatory No.2.

Interrogatory No. 2- Listed below is "the subject matter or the person's knowledge and information" of the individuals referred to in Response to this interrogatory.

Ginger Witt- Received e-mails and demand letters from her and mailed "PAID IN PROTEST" letters to her.

Carlos Black- Received e-mails from him and he handled my initial Complaint to TPUC.

Carol White- Received e-mail from her.

Jimmie Hughes- He is listed as manager of Customer Service Division at TPUC. He was telephoned several times and messages left about my initial Complaint but he never returned my calls.

Anastasia Sharp- Received e-mails from her and she was e-mailed about and received my comment letter about the recent SOP renewal issued to TWS at Starr Crest.

Beth Rorie- Received e-mail from her confirming TDEC receipt of my SOP renewal comments.

Lisa Foust- Received an e-mail from her with TWS tariff attached and talked to her about the most recent TWS tariff filing.

Patsy Fulton- She was copied by Lisa Foust on Ms. Foust's email to me and was aware of my issues with TWS but I do not remember talking to her directly.

Interrogatory No. 5- As was stated in my Response to this interrogatory, "TWS did not identify the source and/or origin of the quoted comment in DR#5..." (DR#5 refers to this Interrogatory No. 5). You continue to not direct and provide me where in my testimony such quote was made by me so that a proper and knowledgeable response can be made to this interrogatory.

Interrogatory No.10- I highly disagree with your characterization that "The title of the contract is irrelevant to the question." given the fact TWSI has changed the title to this contract to "Sewer Subscription Contract" (different title for whatever reason than the "Subscription Service Agreement" titled and required by TPUC) and there appears to be several versions of your contract with different provisions. This contract is the subject matter of the interrogatory.

The reference in my Response to the term "contention" comes from the first three words of this Interrogatory 10 of "Please explain your contention..."(underline added) which would result in my reference to "contention" being the remainder of this sentence.

The discovery request in Interrogatory 10 is garbled and references several concepts and comments taken out of context. The term "Forever Use" comes from your requirement in Paragraph #12 of the TWS Sewer Subscription Contract which states "This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property". I have used this quoted requirement (or some almost similar version of it) immediately following the use of the term "Forever Use" in the body (i.e. excluding captions) of filings to these proceedings.

Now, in response to the rephrased question to this interrogatory in your letter of "The question asks whether TWSI can hold customers responsible for paying for services after TWSI no longer provides them service." The only circumstance I am aware of in which this rephrased question would apply is the undisclosed to TPUC billing policy/practice of TWS stated on Page 2 of the TWS Billing Statement. The degree, how and under what manner/circumstances TWS enforces and holds accountable its customers to the billing policy/practice stated as "The bill is charged to the property owner whether the property is occupied or vacant" on Page 2 of the TWS Billing Statement is unclear to me. This quoted policy/practice states "The bill is charged..." but whether TWS attempts to collect the charged bill is a decision for TWS. I stated when first referring to this billing policy/practice in the Complaints and Petitions filing under the caption Issue #3- Undisclosed in Tariff "Pay for Services Not Used" Billing Practice that "The Petitioner believes TWS intends (typo-should be spelled intends) in this billing practice statement to charge the property owner for the entire regularly charged sewer service amount each month regardless of whether the property is occupied or vacant and sewer service is used or not." The underline in the quoted sentence is part of the quote. Until receiving this letter, TWS has not challenged my interpretation of this TWS billing policy/practice. Therefore, I continue to not know whether and under what circumstances TWS will hold customers responsible for this Billing Statement policy/practice since it is unclear in this Billing Statement and is not disclosed in the TWS tariff filed with the TPUC.

Interrogatory No.11- Read your Discovery Request. You want me "...to explain the "Pay for Billing Services Not Used" (underline added) policy." I have no knowledge of whether you provide and/or charge for "Billing Services" and have not used this quoted phrase and/ or term of "Pay for Billing Services Not Used" in these proceedings.

Admissions No. 6- My Response to Admissions No. 6 stands except the overall response is changed from Deny to Unknown based on my statements after such "Deny" in the Response to Admissions No.5.

Admissions No.7- My Response to Admissions No. 7 stands except the overall response is changed from Deny to Unknown based on my statements after such "Deny" in the Response to Admissions No.5. In addition, I do not know what "tank" you are referring to in this Discovery Request.

Admission No.14- The Response to Admissions No. 14 is a fully explanatory qualified Response to this Discovery Request and stands as made. It is not known to me whether the TPUC rules whether a utility ratepayer must agree to and enter into an erroneous/ambiguous/flawed contract.

In regards to your comments about discussing a resolution to this matter, you know my concerns and issues raised in these Complaints and Petitions filings going back to the first Sewer Service Agreement sent to you in 2011. If there is any justified for both parties resolution to them, you should make me aware of them.

Very truly yours,


Ronald C. McCabe