

# BUTLER | SNOW

June 23, 2026

**VIA ELECTRONIC FILING**

Electronically Filed in TPUC Docket  
Room on June 23, 2026 at 9:13 a.m.

Hon. David Jones, Chairman  
c/o Ectory Lawless, Docket Manager  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243  
[TPUC.DocketRoom@tn.gov](mailto:TPUC.DocketRoom@tn.gov)

**RE: *Application of Two Rivers Utility, LLC for a Certificate of Public Convenience and Necessity, TPUC Docket No. 25-00073***

Dear Chairman Jones:

As requested, and consistent with the Commission's deliberations in the above-captioned matter on February 17, 2026, Two Rivers Utility, LLC submits the attached revised *Final Proposed Tariff and Customer Service Agreement* with an effective date of February 17, 2026. This revised tariff filing replaces the May 1, 2026, filing.


The purpose of this filing is to make the following corrections:

- A changed reference in Section J. (5)(1.) on Original Page #10;
- A changed reference in Section J. (6)(1.) on Original Page #11;
- A grammatical correction on Original Page #12; and
- The insertion of footers with the effective dates and date of issuance on each page of the tariff.

As required, copies will follow. Should you have any questions concerning this filing or require additional information, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

clw

Attachment

cc: Craig Chrestman, Two Rivers Utility  
Joey Wimberley, Two Rivers Utility  
Karen H. Stachowski, Esq., Consumer Advocate  
Vance L. Broemel, Esq., Consumer Advocate

*Neuhoff Building  
1320 Adams Street, Suite 1400  
Nashville, TN 37208*

**MELVIN J. MALONE**  
615.651.6705  
C 615.948.7801  
[melvin.malone@butlersnow.com](mailto:melvin.malone@butlersnow.com)

*T 615.651.6700  
F 615.651.6701  
[www.butlersnow.com](http://www.butlersnow.com)*

BUTLER SNOW LLP

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Two Rivers Utility, LLC  
February 17, 2026  
Wastewater Tariff

**Two Rivers Utility, LLC**

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Issued: June 23, 2026 *joeywimberley*  
Issued By: joeywimberley (Jun 23, 2026 07:39:13 CDT)  
Joey Wimberly, President

Effective: February 17, 2026

**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.

**Billing Rates**

	<b>Monthly Charge</b>
Base Rate Charge	\$49.49
Escrow Charge	\$10.86
<b>Total</b>	<b>\$60.35</b>

**Connection Rates:**

One-time connection (tap) fee          \$2,500

\$2,000 of the \$2,500 One-time connection will be placed in Escrow for repairs, maintenance, and upgrades.

**Incidental Rates:**

Late Payment	5% of Bill
Disconnection	\$15.00
Reconnection	\$20.00
Returned Check	\$25.00

## WASTEWATER UTILITY SERVICE

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### RULES AND REGULATIONS

#### A. Statement of Purpose

The general purpose of these rules and regulations are to establish procedures for furnishing wastewater/sewer treatment services on a uniform basis to Customers served by Two Rivers Utility, LLC ("Two Rivers" or "Company") in the Canterbury Manor Subdivision in Fayette County, Tennessee.

#### B. Rates, Rules and Regulations Governing Rendering of Service

1. A copy of all Rates, Rules, Regulations and Conditions of Service is on file with the Tennessee Public Utility Commission ("TPUC" or "Commission" and may be inspected by the public by contacting the Company.
2. All Services furnished by the Company shall be subject to these Rates, Rules, Regulations and Conditions of Service, and are made a part of all applications or contracts (both oral and written) for service. They are subject to revision, change, modification or cancellation by the Company, subject to the approval of the Commission, or by the Commission through utility industry orders and rules. The failure of the Company to enforce any of the terms of these Rates, Rules, Regulations and Conditions of Service shall not diminish or sacrifice its right to do so.
3. Upon request by an Applicant or Customer, the Company shall supply without charge, a copy of applicable rate schedules.

#### C. Definition of Terms

1. Applicant - An Applicant is any person, firm, corporation, or government entity making an application for service and may include developers.
2. Collection Sewer - A pipeline, including force pipelines, gravity sewers, interceptors, trunk sewers, manholes, and necessary appurtenances, including service tees, wyes, and saddles, which is owned and maintained by the Company, located on public property or on private easements, and used to transport sewage waste from the Customer's Lateral Sewer to the point of disposal. A "Pressure

Collection Sewer" is a Collection Sewer, including tees, wyes, and saddles, operated under pressure from pump units owned and operated by customers connecting to the Collection Sewer.

3. Commercial Service - The words Commercial Service shall mean the provision of service to a Customer whose primary use is for other than the Customer's personal dwelling.
4. Commission - The word Commission shall mean the Tennessee Public Utility Commission.
5. Company-The word Company shall mean Two Rivers Utility, LLC.
6. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished water and/or sewerage services by the Company.
7. Customer Service Pipe - The portion of water service pipe from the inlet to the Meter if applicable, or to the Curb Cock if no meter is in place, to the Customer's Premises, installed and maintained at the cost and expense of the Customer.
8. Discontinuance of Service - Disconnection or termination of service not at Customer request.
9. Engineer - The word Engineer shall mean the consulting engineer of the Company.
10. Grinder Pump - The individual Grinder Pump installed at each applicable Customer's Premises that receives and pumps sewage from the Customer through the remainder of the Customer's Lateral Sewer to the Company's Collection Sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring. The Grinder Pump and all attendant components are installed and maintained at the cost and expense of the Customer. Additionally, the Customer is responsible for all costs of maintaining the pump sump including the pumping of any accumulated sludge.
11. Lateral Sewer - The words Lateral Sewer shall mean the piping extending from the Collection Sewers to the Customer's Premises (for Customers with gravity only sewer connections) and shall include the Service Box (for Customers with Grinder Pumps), installed and maintained at the cost and expense of the Customer.

12. Premise - The word "Premises" as used herein shall be restricted to the following:
  1. A residential home or house in the Canterbury Manor Subdivision.
  2. A building or structure within the Canterbury Manor Subdivision that is not a residential home or house.
13. Residential Service - The words Residential Service shall mean the provision of wastewater service to a Customer whose primary use is for the Customer's personal dwelling.
14. Service Box - For Customers with Grinder Pumps, a below ground valve assembly installed at each individual Customer's property that connects to the Customer's lateral sewer and where the Customer's Service line is connected. The Service Box is owned and maintained by the Customer.
15. Termination of Service - Disconnection or termination of service at Customer request.

D. Access to Property:

1. Company shall have access at all reasonable hours to meters, service connections, and other property owned by it which may be located on Customer's Premises for purposes of installation, maintenance, operation, or removal of its property at the time service is to be terminated. Any employee of the Company whose duties require him to enter the Customer's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee of the Company, or carry on his person a badge or other identification which will identify him/her as an employee or agent of the Company, the same to be shown by him/her upon request.

E. Commencement of Service

1. General
  1. A prospective Customer shall not connect or reconnect service, nor employ any person to do so, without authorization by the Company.
  2. The Company shall not be under any duty to permit connection or to supply sewer service to any Customer whose Premises does not abut on a Collection Sewer.
    - i. Any Collection Sewers required to service such abutting properties shall be constructed at the cost of the Applicant, and these sewers shall become the property of the Company to be credited to the account for contribution in aid of construction. If the said Applicant does not wish to construct his own Collection Sewers, the Company may construct them and charge the Applicant the

total project costs for the same. The Applicant shall obtain at its expense the easements required by the Company for any Collection Sewers. Plans for any Collection Sewer extensions shall be reviewed and approved by the Engineer prior to construction.

3. All Applicants must make application to the Company in a manner prescribed by the Company.
4. Applications for service, when accepted by the Company, shall cover only the Premises and uses applied for.
5. The Customer, in accepting conditions for service, is responsible for all service furnished until the Customer notifies the Company to terminate the service for its account or until the Company has accepted a new service application for the Premises.
6. Any change in the identity of a Customer will require new application, and the Company may, after notice, discontinue service until such new application has been made and accepted.

#### F. Sewer

- i. Grinder Pumps
  - I. All applicable Customers must have an approved Grinder Pump and collection system which meets the specifications as established by the Company.
- ii. Special Pretreatment Sewage Requirements
  - I. For all sewerage collections, in addition to the customary tap fees, the Company reserves the right to require any nonresidential user to provide special treatment for any high strength effluent before discharge into its sewerage system. In the event that the Customer or Applicant proposes to discharge, or actually consistently discharges, an abnormally high volume or strength of waste, the Company may require the Customer or Applicant to install a pretreatment facility, grease trap or other device on the Premises, to prevent the exceeding of discharge limits, or other adverse impacts upon the Company's system. The installation of any such device as well as its operation and maintenance shall be the responsibility of the Customer or Applicant, and subject to the approval and inspection of the Company. Additionally, if excessive volumes or high strength of sewage are received, the Company may require the Customer to monitor flow volume in order to adjust the monthly sewer service rate.

G. Billing:

1. The bill form used shall show: (a) the name of the Company; (b) the charges or rates and the period for which the bill is rendered; (c) the gross and/or net amount of the bill; (d) the date by which the Customer must pay the bill in order to avoid any penalty; and (e) the main office address.

H. Terms and Conditions of Billing And Payment

1. All bills for service are due on or before the due date printed on the bills and considered delinquent if not paid by such date. The due date will be at least twelve (12) days after the postmarked date of the bill, if mailed, or the date of delivery if delivered by other means.
2. Customers are responsible for providing the Company with their correct addresses. Failure to receive bills will not release Customer from payment obligations.
3. The Company may estimate the bill of any Customer for good cause, including circumstances beyond the control of the Company or its agents and employees. In such cases, the Company shall estimate the charge by averaging the amount registered over a similar period preceding or subsequent to the period for corresponding period in previous years, adjusting for any changes in the Customer's usage.

1. Disputed Bills

1. When a Customer disputes a bill, the Company will not terminate service for nonpayment so long as the Customer: (i) pays the undisputed portion of the bill, (ii) pays all future bills by the due date, and (iii) enters into bona fide discussions with the Company to settle the dispute.
2. If the Company and the Customer arrive at a mutually satisfactory settlement of a disputed bill, the Company may enter into a settlement agreement providing for payment of the outstanding balance in installments over a reasonable period of time. Such an agreement shall be limited to the bill in dispute or the delinquent account.
3. A settlement agreement may be in writing and signed by the Customer or their representative and an authorized representative of the Company. A settlement reached by telephone may be confirmed by the Company in writing and mailed to the Customer, with instructions to sign a confirming copy and return it to the Company.
4. The Company shall not be required to enter into concurrent settlement agreements relating to the same service account.
5. The Company shall not be required to enter into a subsequent agreement with a Customer who defaults upon the terms and conditions of a previous agreement entered into within the previous twelve (12) months.

6. If the Customer fails to comply with the terms and conditions of a settlement agreement, the Company may discontinue service without further notice to the Customer.
7. If agreement cannot be reached on settlement of the dispute, the Customer may register their dispute with the Commission.

J. Denying or Discontinuing Service

1. The Company may refuse new wastewater service unless a Customer agrees in writing to a "Subscription Service Contract" that would allow:
  - i. The Company to execute an agreement with a water provider to terminate water services. If the water service is discontinued based on an agreement between a water service provider and the Company, this agreement shall be submitted and on file with the Commission prior to any termination of water service in accordance with its provisions so that each Customer is treated in a just and reasonable manner.
2. Discontinuance Upon Customer's Request
  1. The Customer shall notify the Company at least three (3) days in advance of the desired termination day and shall remain responsible for payment of all service until service is terminated pursuant to such request. The Company shall terminate service within three (3) working days of the requested termination date. The Customer shall not be liable for any service rendered to such address or location after the expiration of these three (3) days.
3. Termination Without Customer's Request
  1. The Company may deny or disconnect service without request by the Customer and without prior notice only:
    - i. If a condition dangerous or hazardous to life, physical safety or property exists; or
    - ii. Upon order by any court, the Commission or other duly authorized public authority; or
    - iii. If fraudulent or unauthorized use is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such use; or
    - iv. If a Customer violates the terms of a settlement agreement described in Rule I, Disputed Bills; or
    - v. Where the Customer's service line or inside piping may, in the opinion of the Company, jeopardize the health and safety of other Customers of the Company's facilities; or
    - vi. For violation of any of these Rules and Regulations on file with and approved by the Commission, or for any condition which

- adversely affects the safety of the Customer or other persons, or the integrity of the Company's system.
2. The Company, upon providing the Customer with seven (7) days prior written notice may disconnect service for any of the following reasons:
    - i. The Customer fails to repair any leak in the Customer Service Pipe or other plumbing fixtures.
    - ii. The Customer vacates the Premises or fails to pay their bills or other charges related to their service installations or facilities in accordance with these rules and the Company's rate schedules, or otherwise violates any of these rules.
    - iii. Nonpayment of a service bill based on estimated consumption after the estimated Meter reading has been verified.
    - iv. The Customer fails to provide free and non-hazardous access to the Premises so that the Company's representatives may make necessary inspections.
    - v. The Customer installs a new service pipe and other fixtures or alters or removes an existing service pipe or other fixtures without the Company's consent.
    - vi. The Customer fails to remedy a condition or use on their Premises which, in the Company's engineering judgment, endangers the Company's system.
    - vii. Misrepresentation of identity of Applicant for the purpose of obtaining sewer service.
    - viii. A Customer selling or providing service to other Premises not specifically included in the accepted application.
    - ix. The Customer fails to pay for any sewer service charges and discontinuance of water service is duly authorized by the appropriate governmental unit.
  4. When a prospective Customer is refused service, or an existing Customer has service disconnected under the specific provisions included in the Company's tariff approved by the Commission, the Company shall notify the Customer or prospective Customer promptly of the reason for refusal. The notification shall include an explanation of the Commission's dispute resolution process found in Rule 1220-01-03. A copy of such notification or other documentation shall be sent within five (5) business days to the local county health department and the Commission. If service is disconnected using a water shut-off valve, the utility is not required to notify the county health department.
  5. Prohibited Disconnection
    1. Except as otherwise provided in subsection J-5(2), the Company shall postpone disconnection of Residential Service for thirty (30) days if, prior to the disconnect date specified in the disconnect notice,

the Customer provides the Company a medical statement from a licensed physician or public health official stating that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Customer.

2. The Company may not disconnect service to the Customer:
    - i. Due to nonpayment for service by a previous occupant of the Premises to be served.
    - ii. Upon failure to pay for goods or services not approved by the Commission.
    - iii. Upon failure to pay for concurrent service received at a separate Premises. However, if Service is discontinued or terminated at the separate Premises, any unpaid balance may be transferred to the other account on the next regular billing.
    - iv. Upon failure to pay for a different class of service received at the same or different locations: or
    - v. Upon failure to pay for service provided in the name of another Customer.
  3. If a Customer proceeds with a complaint before the Commission pursuant to Commission Rules and complies with Rule I Disputed Bills.
6. Notice and procedure for Involuntary Disconnection
1. Except as otherwise provided in Section J-1 through J-5, service to any Customer shall not be disconnected for a violation of any rule or regulation of the Company or for the nonpayment of a bill, except after seven (7) days prior written notice to such Customer.
  2. The Company may discontinue service to a Customer on the date specified in the notice of discontinuation. or within a reasonable time thereafter, only between the hours of 8:00 a.m. and 4:00 p.m.
  3. Service shall not be discontinued on a day, or a day immediately preceding a day, when the services of the Company are not available to the general public for the purpose of reconnecting discontinued water service.

#### K. Reconnection of Service After Discontinuance

1. When service has been discontinued because of violations of the Rates, Rules, Regulations and Conditions of Water Service or because of nonpayment, a reconnection charge will be made as set forth in the schedule of the rates and charges of the Company.
2. The Company will reconnect service within the one (1) working day after it is requested provided:
  1. The conditions, circumstances or practices which caused the disconnection have been corrected;
  2. Satisfactory settlement of all delinquent charges owed to the Company by the Customer authorized by these rules has been made; and

3. No Customer whose service has been discontinued by the Company shall re-establish service or cause service to be re-established except by the Company.

L. Plumbing Regulation and Work

1. All plumbing work shall be done in accordance with the plumbing code of the Governmental Unit or units applicable in the Company's service area and/or regulations adopted by any duly constituted board or commission having Jurisdiction.
2. If the Company determines plumbing work to be defective, though not necessarily in direct violation of these rules and regulations, the Company may insist it be corrected before sewer service is initiated.
3. Except where the plumbing is a simple extension or additional fixture on a service in use, the plumber shall turn off the water after completion testing.
4. No plumber, or any other person, shall initiate sewer service without permission from the Company.

M. Extension Plan - Sewer

1. Collecting sewers will be extended within the Company's certificated service area, at the applicant's cost, if service is requested by the applicant at a location where facilities do not exist (the "applicant" is sometimes referred to in this rule as the "original applicant"). The applicant shall enter into a contract with the Company. The applicant may choose to have the Company perform all work under the terms and conditions of this tariff or have a private contractor perform the work under the terms and conditions this tariff. For purposes of this rule, an extension could include, in addition to a collecting sewer, one or more pump station or treatment plant facilities, as necessary to provide the service.
2. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company. If the Company desires a pipe size, lift station, treatment plant, or any other facility larger than reasonably required to provide service to the applicant, the additional cost due to larger size shall be borne by the Company.
3. The Company will extend collecting sewers for the applicant under the following terms and conditions:
  - i. Upon receipt of written application for service. the Company will provide the applicant with an itemized estimate of the cost of the

proposed extension. Said estimate shall include the cost of all labor and materials required, including reconstruction of existing facilities if necessary, jack and bore and the direct costs associated with supervision, engineering, permits, and bookkeeping.

- ii. The applicant shall enter into a contract with the Company for the installation of said extension and shall tender to the Company a contribution-in-aid-of-construction equal to the amount determined above, plus any appropriate fees as provided in the Schedule of Rates or the Schedule of Service Charges.
- iii. If, as a result of reasonably unforeseen circumstances, the actual cost of the extension exceeds the estimated cost of the extension, the applicant shall pay the additional cost.

4. When the applicant elects to construct an extension, the Company will connect said extension to its existing collecting sewers under the following terms and conditions:

- i. Applicant shall enter into a contract with the Company which provides that the applicant construct said collecting sewers and/or other facilities to meet the requirements of all governmental agencies and the Company's rules. Plans for the extension shall be submitted to the Company for approval prior to construction. Applicant's choice of construction contractor is subject to approval by the Company. Applicant shall contribute said facilities to the Company with a detailed accounting of the actual cost of construction, and contribute to the Company the estimated reasonable cost of the Company's inspection.
- ii. The Company, or its representative, shall have the right to inspect and test the extension prior to connecting it to the existing collecting sewers and acceptance of ownership.
- iii. Connection of the extension to existing Company collecting sewers shall be made by, or under direct supervision of, the Company or its representative.
- iv. The Company shall have the right to refuse ownership and responsibility for the sewer extension until applicant has met the contractual obligations as provided in subsection 4(i).

5. If a developer contracts with the Company to install the sewer extension and agrees to pay the full cost of the extension, including all labor, materials, and associated costs, the developer will not be entitled to any refunds. These sewer extensions will remain the property of the Company, and the developer will have no claim to refunds for future connections or extensions.
6. The cost to additional applicants connecting to the sewer contributed by the original applicant shall be as follows:
  - i. For a single-family residential applicant applying for service in a platted subdivision, the Company shall divide the actual cost of the extension, including income tax impact if any, by the number of lots abutting said extension to determine the per lot extension cost. When counting lots, comer lots which abut existing sewers shall be excluded.
  - ii. For a single-family residential applicant requesting service to areas that are not platted in subdivision lots, the applicant's cost shall be equal to the total cost of the extension times 100 feet divided by the total length of the extension in feet.
  - iii. For an industrial, commercial, or multi-family residential applicant, the cost will be equal to the amount calculated for a single-family residence in subsection 4(i) or 4(ii), as appropriate, multiplied by a water usage factor. The water usage factor shall be determined by dividing the average monthly usage in gallons by 7,000 gallons, but shall not be less than 1.
7. Refunds of contributions shall be made to the original applicant as follows:
  - i. Should the actual cost of an extension constructed by the Company actual costs for inspection by the Company be less than the estimated cost, the Company shall refund the difference as soon as the actual cost has been ascertained.
  - ii. During the first five (5) years after the extension is completed, the Company will refund to the original applicant who paid for the extension monies collected from additional applicants in accordance with subsection 4 above.

- iii. The sum of all refunds to the applicant shall not exceed the total contribution, including income tax and inspection costs associated with the extension, which the applicant has paid.
        - iv. If two or more entities are considered an original applicant, the refund shall be distributed to each entity based upon the percentage of the actual extension cost contributed by each entity.
  8. Any extension made under this rule shall be and remain the property of the Company in consideration of its perpetual upkeep and maintenance.
  9. The Company reserves the right to connect additional extensions to a collecting sewer contributed by the applicant. The connection of new customers to such additional extensions shall not entitle the applicant to any refund.
- N. Interruptions in Wastewater Service: Where Company finds that through no fault of the Customer the Customer's wastewater service is interrupted and remains out of service in excess of twenty-four (24) hours after the Customer has notified the Company of the interruption, the Company shall refund to that Customer the pro-rata portion of the month's charges for the period of days during which the service was not provided. The Company may refund the amount owed as a credit toward the Customer's subsequent bill for service.
  1. The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Commission, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise. All leaks in any pipe or fixture on the Premises of the Customer shall be immediately repaired. If the Customer fails to repair any such leak, the service may be discontinued until repairs are made.
  2. The Company shall not be considered an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees only to furnish and provide such supply of water as shall then be available.
- O. Ownership of Property
  1. Sewer
    - i. For Customers with gravity connections, the Customer shall own and maintain all piping within the Premises and exterior piping and service lines.

2. For Customers with Grinder Pumps, the Customer shall own and maintain all piping within the Premises and external piping connecting to the Grinder Pump. The Company shall maintain the grinder pump and service line and the Customer shall be responsible for the cost of repair and maintenance of the grinder pump and service line. The Customer shall be responsible for furnishing and maintaining electrical power to the grinder pump.

# CUSTOMER SERVICE AGREEMENT

## WASTEWATER SERVICES

This Customer Service Agreement ("Agreement") is entered into by and between **Two Rivers Utility** ("Utility") and the undersigned customer ("Customer") for the provision of wastewater collection and related services, subject to the terms and conditions set forth below.

### 1. PURPOSE AND SCOPE

This Agreement establishes the terms under which the Utility will provide wastewater services to the Customer's property.

### 2. DEFINITIONS

Customer, Service Connection, Wastewater, and Utility System as commonly defined in wastewater utility practice.

### 3. SERVICES PROVIDED

Wastewater collection and treatment services subject to system availability, maintenance, and emergencies.

### 4. CUSTOMER RESPONSIBILITIES

Maintenance of private facilities, proper use of the system, and cooperation with Utility operations.

### 5. PROHIBITED DISCHARGES

Prohibited discharges include hazardous substances; grease, fats, oils, food waste; harsh chemicals or solvents; stormwater; and solids that may obstruct flow or damage the system.

### 6. RATES, FEES, AND BILLING

Flat wastewater service fee of **\$60.35 per month**, billed monthly, and a **one-time connection fee of \$2,500.00**.

### 7. SERVICE INTERRUPTION AND TERMINATION

Service may be interrupted or terminated for non-payment, violations, unsafe conditions, or emergencies.

### 8. LIABILITY AND INDEMNIFICATION

**8.1 Right of Access for Repairs.** The Customer grants the Utility access to the property at reasonable times, or immediately in emergencies, to perform repairs affecting service.

**8.2 Indemnification.** Customer agrees to indemnify the Utility from claims arising from misuse or violations.

### 9. COMPLIANCE WITH LAWS

Both parties shall comply with applicable laws and regulations.

### 10. TRANSFER OF SERVICE

This Agreement applies to the property served and is not transferable without Utility approval.

### 11. AMENDMENTS

The Utility may amend this Agreement upon lawful notice.

### 12. GOVERNING LAW

Governed by the laws of the state in which Two Rivers Utility operates.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties.

**14. ELECTRONIC SIGNATURES AND COUNTERPARTS**

This Agreement may be executed in counterparts and by electronic signature, each of which shall be valid and binding.

**15. OFFICIAL NOTICES**

Notices may be delivered personally, by mail, courier, electronic means with consent, or other lawful methods, and shall be effective upon delivery or mailing.

**16. UNAUTHORIZED CONNECTIONS AND TAMPERING**

The Customer shall not make, permit, or maintain any unauthorized connection to the Utility System, nor shall the Customer tamper with, alter, bypass, damage, or interfere with any wastewater facilities, meters, service connections, manholes, cleanouts, or other equipment owned or operated by the Utility. Unauthorized connections or tampering may result in immediate service termination, assessment of repair costs, penalties as allowed by law, and any other remedies available to the Utility.

**17. ACCEPTANCE**

By signing manually or electronically, or by requesting or continuing to receive wastewater services, the Customer agrees to this Agreement.

**Two Rivers Utility**

Authorized Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer**

Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Karen H. Stachowski, Esq.  
Deputy Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Karen.Stachowski@ag.tn.gov](mailto:Karen.Stachowski@ag.tn.gov)

Vance L. Broemel, Esq.  
Senior Assistant Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Karen.Stachowski@ag.tn.gov](mailto:Karen.Stachowski@ag.tn.gov)

This the 23<sup>rd</sup> day of June 2026.

  
\_\_\_\_\_  
Melvin J. Malone