

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

IN RE:)
)
PETITION OF TENNESSEE)
WASTEWATER SYSTEMS, INC.,) **DOCKET NO. 26-00053**
FOR APPROVAL OF A NEW)
FRANCHISE AGREEMENT WITH)
THE TOWN OF COOPERSTOWN,)
ROBERTSON COUNTY,)
TENNESSEE)

DIRECT TESTIMONY OF BRYAN BELLAR

Q1. What is your name and business address?

A. My name is Bryan Bellar, and my business address is 851 Aviation Parkway, Smyrna TN, 37167.

Q2. By whom are you employed and in what capacity?

A. I am the Director of Operations and Technology of Tennessee Wastewater Systems, Inc. ("TWSI").

Q3. What is the purpose of your testimony in this proceeding?

A. The purpose of my testimony is to support the petition filed by TWSI for approval of a new franchise agreement with the Town of Coopertown in Robertson County, Tennessee. This new franchise agreement will replace the prior agreement with the Town.

Q4. Please describe TWSI's wastewater activities in the Town of Coopertown.

A. TWSI presently owns and operates 4 treatment facilities in Coopertown. This includes 348 residential customers and 6 commercial customers.

Q5. How does the new franchise agreement differ from the current franchise agreement?

- A. The 2001 Coopertown franchise agreement granted an exclusive wastewater franchise to TWSI for a twenty-five-year term, with relatively limited operational detail and a three percent (3%) franchise fee. That ordinance functioned primarily as a grant of authority, establishing exclusivity and basic economic terms, but it did not impose extensive performance, reporting, or enforcement requirements on the operator. The new franchise ordinance replaced that earlier framework with a non-exclusive franchise governed by a comprehensive written franchise agreement. The newer ordinance increase the franchise fee to five percent (5%), imposed detailed operational, and financial, and compliance obligations.

Q6. Explain the increase in the franchise fee.

- A. TWSI does not have direct knowledge of the Town's reasons for increasing the franchise fee. The five percent (5%) fee was proposed by the Town. TWSI collects the fee from customers and remits the full amount to the Town and retains no portion of the fee.

Q7. Who pays the fee and how is it collected?

- A. The customer pays the fee. The fee is included on the customer's monthly bill. The franchise fee will continue to be billed as it has during the current franchise period. The fee is included in TWSI's tariff and appears as a separate line item on customers' monthly bills.

Q8. What does TWSI do with the amount collected from the franchise fee?

- A. TWSI collects the fee and remits the amount collected to the Town each month.

Q.9. Given that the prior franchise agreement between TWSI and Coopertown expired in November 2025, could you confirm the franchise fee rate currently being applied to customers?

- A. The original franchise agreement provided for a twenty-five (25) year term with an automatic renewal for an additional twenty-five (25) year term unless either party provided notice of termination. No such notice was given. Because regulatory approvals are required for the amended agreement currently pending, TWSI and the Town agreed to continue operating under the existing terms until those approvals are obtained. Accordingly, the franchise fee of three percent (3%) continues to be applied to Coopertown customers.

Q10. Is the *Franchise Agreement for the Construction, Operation, Management, and Maintenance of Wastewater System* ("Franchise Agreement") attached to TWSI's Petition as Exhibit A entered into as the result of negotiations between TWSI and Coopertown? If so, please describe the negotiation process between TWSI and Coopertown.

A. Yes. The Franchise Agreement attached as Exhibit A was negotiated at arm's length between representatives of TWSI and the Town of Coopertown, including staff and legal counsel for both parties.

Q11. Does Coopertown currently have the resources to provide wastewater services? Are there other utility providers in the area capable of providing wastewater service to Coopertown?

A. Based on the Town's representations in Paragraph 2 of the Franchise Ordinance, Coopertown does not currently have the resources necessary to provide wastewater service. TWSI is not aware of any other utility provider capable of providing wastewater service within the Town.

Q12. Please explain the "detailed, operational, and financial, and compliance obligations" referenced in the Petition. Are these new responsibilities for TWSI?

A. The Franchise Agreement requires TWSI to (1) provide reports to the Town regarding operational issues or regulatory non-compliance affecting treatment facilities and (2) provide monthly accounting of franchise fees collected.

The remaining provisions primarily acknowledge TWSI's obligation to comply with applicable rules and regulations of the Tennessee Public Utility Commission ("TPUC") and the Tennessee Department of Environment and Conservation ("TDEC"), which are consistent with TWSI's existing regulatory obligations.

Q13. Does TWSI plan to provide notice to the public regarding the change in rates?

A. Public notice of the proposed franchise agreement and fee increase occurred through the Town's public meeting process before the Coopertown Board of Mayor and Aldermen. TWSI will comply with any additional notice requirements applicable under TPUC rules.

Q14. Does the *Franchise Agreement* properly conserve the public interest?

A. Yes. The Franchise Agreement conserves the public interest by ensuring the continued and uninterrupted provision of wastewater services within the Town of Coopertown and enabling the Town to meet current and future wastewater service needs associated with residential and economic development.

Q15. Does this complete your testimony?

A. Yes.

AFFIDAVIT

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

Bryan Bellar
Bryan Bellar

County of Rutherford)
State of Tennessee)

On this 1 ^{July}th day of ~~June~~ 2026, personally appeared before me, ^{Jordan Campbell}~~Seneca Cordell~~, a notary public, the above-named Bryan Bellar, known to me personally who was duly sworn and on oath executed the above Affidavit.

Jordan Campbell
Notary

My commission expires: 6/16/2029

