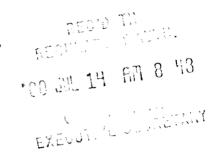
# On-Site Systems, Inc. 7638 River Road Pike Nashville, TN 37209

Office: (615) 356-2880 Fax: (615) 356-7295



July 10, 2000

Mr. David Waddell Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505 RECEIVED TN REG. AUTHORITY

JUL 1 4 2000

ENERGY & WATER DIVISION

Re: Docket (NO 00-00272) Petition to amend CNN – Townsend Town Square – Revision

Dear Mr. Waddell:

On-Site Systems, Inc. would like to revise the petition we submitted to amend our Certificate of Convenience and Necessity (Docket NO. 00-00272) to include Townsend Town Square in our service area as follows: We are including a property map showing that this service territory consists of approximately 16.5 acres (map 96, parcel 66 – an original parcel of 17.5 acres with a one acre parcel removed from it.)

We are replacing our tariff rate sheets to include additional notations. (New sheets are attached.)

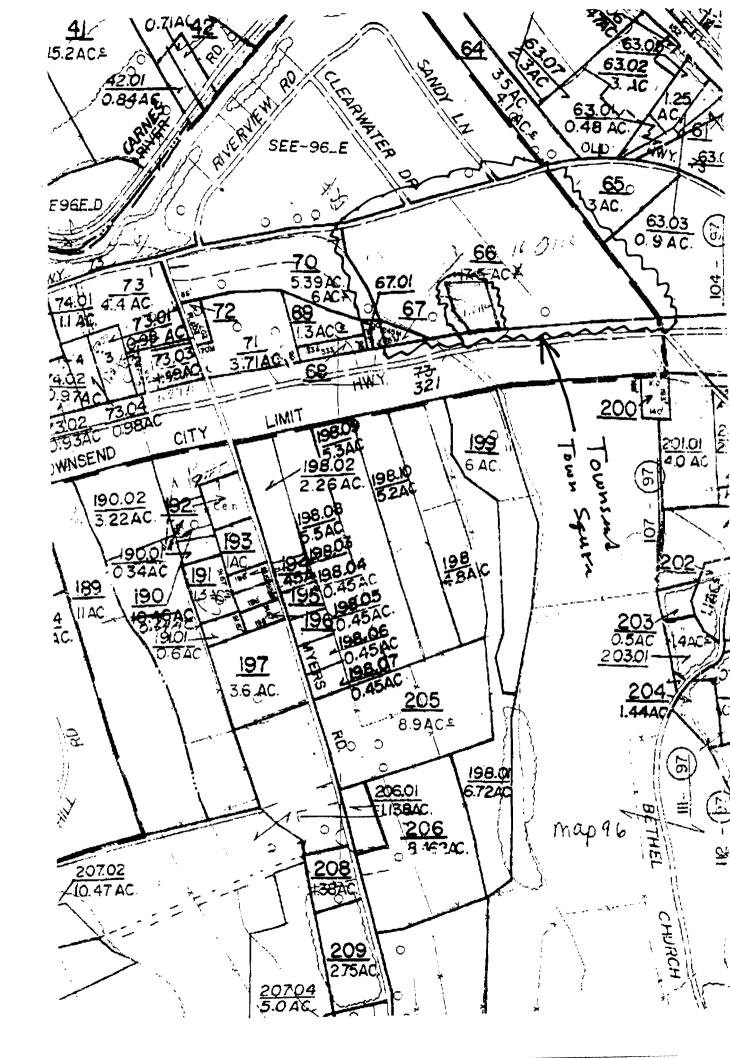
In addition, we would like to withdraw the commercial rate, which was included as a contingency for the residential system serving Southridge subdivision in Montgomery County, Docket (NO 99-00393) Sheet 3. We have never had any commercial customers at that site and do not anticipate any in the future.

If you have any questions, please give me a call.

Sincerely,

Charles L. Pickney, Jr.

President



#### **Tariff Rate Sheet**

### Commercial Sewer Rates - with food service

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. A minimum of \$100 per month will be charged for up to the first 300 gallons per day of design flow expected. (Except off-site which will have a \$94.00 minimum plus pass through costs.) For each additional 100 gallons per day of design flow expected, up to a total of 1,000 gallons per day, an additional charge of \$18.00 per month per 100 gallons will be levied. For design flows expected over 1,000 gallons per day, the following additional monthly charges will apply:

#### Disposal

#### Treatment

	Drip Irrigation	Point Discharge	Off Site
Sand-Gravel Filter	\$170.00	\$192.00	N/A
Lagoon	\$142.00	\$163.00	N/A
* Off Site	N/A	N/A	Pass through costs & \$94.00

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

Excess water usage	Surcharge
1 gallon to 1,000 gallons above expected design flow	\$210.00
1,001 gallons to 2,000 gallons above expected design flow	\$220.00
Over 2,000 gallons above expected design flow	\$220.00/1,000 gal

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

\* Off Site means treatment and disposal by another entity such as a city or utility district.

Fees: Nonpayment - 5%, Disconnection - \$10, Reconnetion - \$15, Returned Check - \$20

### **Tariff Rate Sheet**

#### Commercial Sewer Rates - without food service

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. A minimum of \$75 per month will be charged for up to the first 300 gallons per day of design flow expected. (Except off-site which will have a \$73.00 minimum plus pass through costs.) For each additional 100 gallons per day of design flow expected, up to a total of 1,000 gallons per day, an additional charge of \$15.00 per month per 100 gallons will be levied. For design flows expected over 1,000 gallons per day, the following additional monthly charges will apply:

#### Disposal

# Treatment

	Drip Irrigation	Point Discharge	Off Site
Sand-Gravel Filter	\$140.00	\$165.00	N/A
Lagoon	\$116.00	\$140.00	N/A
* Off Site	N/A	N/A	Pass through costs & \$73.00

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

Excess water usage	Surcharge
1 gallon to 1,000 gallons above expected design flow	\$175.00
1,001 gallons to 2,000 gallons above expected design flow	y \$200.00
	\$200.00/1,000 gallons

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

\* Off Site means treatment and disposal by another entity such as a city or utility district.

Fees: Nonpayment - 5%, Disconnection - \$10, Reconnetion - \$15, Returned Check - \$20

## COMMERICAL SEWER SERVICE AGREEMENT

On-Site Systems. Inc. 7638 River Road Pike Nashville, TN 37209

This agreement entered into between On-Site Systems, Inc., a Tennessee Corporation, hereinafter called "On-Site" and, hereinafter called "customer".
WITNESSETH
Whereas, customer desires to purchase sewer services from On-Site and to enter into a sewer service agreement and On-Site desires to provide sewer services.
Now therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:
In compliance with laws and environmental regulations set forth by the state of Tennessee, On-Site shall provide sewer services to the customer's property described as follows:
The customer agrees to grant to On-Site, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and maintain sewer system components.
The customer shall be responsible for operation and repair of all plumbing in structures on the property described above and the outfall line and pretreatment systems prior to the septic tank.

The customer agrees to follow the guidelines set forth in the <u>USER MANUAL</u> (Do's and Don'ts for Effluent Collection System).

On-Site shall be responsible for operation and repair of all components of the sewer system starting at the septic tank as described above and all elements of the STEG (septic tank effluent gravity) or STEP (septic tank effluent pumping) system.

Grease traps and other pretreatment equipment before the septic tank, will be monitored by On-Site Systems, Inc., but the cost of maintenance or repair of these system components are to be paid by the customer.

The monthly sewer service charge is based on the design daily flow expected from the type of establishment being served. If water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and the customer will pay any capital costs associated with increasing the capacity of the system.

The customer agrees to pay a security deposit of \$\_\_\_\_\_ and to pay for sewer service in accordance with authorized rate schedules present and future and to use same in accordance with applicable rules and regulations that have been provided. The time and place of payment will be as set forth by On-Site.

On-Site shall purchase and install a cut-off valve and shall have exclusive right to use such valve.

The failure of customer to pay sewer service charges duly imposed shall result in the imposition of the following penalties:

- 1. Payment after the due date will be subject to a penalty of five percent of the delinquent account.
- 2. Nonpayment within thirty days from the due date will result in the sewer service being shut off from the customer's property, with no final notice being sent.
- 3. In the event it becomes necessary for On-Site to shut off the sewer service from the customer's property, a fee of \$10.00 will be charged for disconnection of the service.
- 4. Before the service can be reconnected, all charges must be paid, including a reconnection fee of \$15.00.
- 5. A \$20.00 service charge will be applied for any returned checks.

This agreement shall recustomer owns the above descri	main in effect for the duration of time that the ibed property.
	OF, we have executed this agreement this:, 20
<u>C</u>	On-Site Systems, Inc.
P	resident
ō	Customer
$\overline{c}$	Customer