

BRANSTETTER, STRANCH & JENNINGS, PLLC

ATTORNEYS AT LAW  
227 SECOND AVENUE NORTH  
FOURTH FLOOR

NASHVILLE, TENNESSEE 37201-1631

TELEPHONE (615) 254-8801

FACSIMILE (615) 250-3937

CECIL D. BRANSTETTER, SR.  
C. DEWEY BRANSTETTER, JR.  
RANDALL C. FERGUSON  
R. JAN JENNINGS\*  
JOE P. LENISKI, JR.  
DONALD L. SCHOLES  
JAMES G. STRANCH, III  
J. GERARD STRANCH, IV  
JANE B. STRANCH

\*ALSO ADMITTED IN GA

September 28, 2009

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2009 SEP 28 PM 3:58  
T.R.A. DOCK  
ASSOCIATES  
B. DENARD MICKENS  
STEVEN J. SIMERLEIN  
J. D. STUART  
MICHAEL J. WALL  
OF COUNSEL  
ROBERT J. RICHARDSON, JR. \*\*

\*\*ONLY ADMITTED IN OH  
\*\*\*ONLY ADMITTED IN CA

Sara Kyle, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

*Via Hand Delivery*

Attention: Sharla Dillon

Re: Petition of Lynwood Utility Corporation to Change and Increase Rates and  
Charges  
Docket No. 09-00034

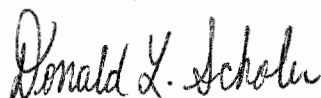
Dear Chairman Kyle:

I have enclosed for filing an original and five copies of the revised tariff of Lynwood Utility Corporation which incorporates the revised rates approved by the Authority at the Authority Conference on September 21, 2009.

This tariff and this cover letter are being filed electronically by electronic mail this same date. Please return the additional copy of the tariff stamped filed to me.

Thank you for your assistance.

Sincerely yours,



DONALD L. SCHOLES

c: Tyler Ring  
Jim Ford  
Ryan McGehee

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T.R.A. DOCKET ROOM

TRA No. 1  
First Revised Page No.

TARIFF OF

**LYNWOOD UTILITY CORPORATION**

CONSISTING OF

SCHEDULE OF RATES, TERMS AND CONDITIONS

FOR

SANITARY SEWER SERVICE

APPLYING TO

LYNWOOD UTILITY CORPORATION SERVICE BOUNDARIES  
FRANKLIN, TENNESSEE

NO MODIFICATION OF THESE SCHEDULES SHALL BE  
MADE EXCEPT FOR THE PURPOSE OF CANCELLING OR  
SUPERSEDING PREVIOUSLY ISSUED SCHEDULES

Issued By: Lynwood Utility Corporation  
Tyler Ring, President  
Address: 321 Billingsly Court, Suite 4  
Franklin, TN 37065

(T)  
(T)

**TENNESSEE REGULATORY AUTHORITY**

Issue Date: September 28, 2009  
Effective Date: October 1, 2009

**RULES AND REGULATIONS**  
**Governing the Sewerage and Sewage Treatment System of**  
**LYNWOOD UTILITY CORPORATION**

Statement of Purpose

The general purposes of these rules and regulations are:

1. To establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of the LYNWOOD UTILITY CORPORATION.
2. To provide standards and procedures for:
  - a. Acceptable sewage characteristics
  - b. Excessive sewage volume
  - c. Engineering design standards
  - d. Construction and inspection requirements
  - e. Quality of material

Definition of Terms

1. Corporation - The Corporation shall mean the Lynwood Utility Corporation.
2. Engineer - The word Engineer shall mean the consulting engineer of the Lynwood Utility Corporation.
3. Customer - The word Customer shall mean any person, firm, corporation, association or government unit furnished sewerage services by the Corporation.
4. Property - The word Property shall mean all facilities owned and operated by the Corporation.
5. Authority - The word Authority shall mean the Tennessee Regulatory Authority.

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6. Trunk Sewer - The words Trunk Sewer shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from many tributary branches and terminates at the sewage treatment plant or major lift station.
7. Collector Sewer - The words Collector Sewer shall mean those sewers running within the development and conveying the sewage to the trunk sewer.
8. Lateral Sewer - The words Lateral Sewer shall mean those sewers extending from the Collector Sewer to the property line of the Customer
9. Building Sewer - The words Building Sewer shall mean that sewer extending from the Customer's property line to his place of business or residence.

### Authorization of Rules and Regulations

The LYNWOOD UTILITY CORPORATION, a corporation organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and Necessity issued by the Tennessee Public Service Commission on June 14, 1976 under Docket No. U-6162, submits the following (T) statement of its rules and regulations.

### Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewerage Customer of Lynwood Utility Corporation.

### Utility Items on Private Property

The Corporation shall not furnish on or maintain any items or appurtenances for sewer service on the customer's premises without execution of an agreement for an easement or encroachment. No property of the Corporation shall be located on the premises of customers except the sewer shut-off valve, and the Corporation shall be responsible for the shut-off valve. The Building Sewer shall be maintained by the Customer.

### Discontinuance of Service

Sewer service may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth.

2. For misrepresentation in the application for service.
3. For adding to the Property or fixtures without notice to the Corporation.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For tampering with any service pipes or any Property of the Corporation in any way (T)  
whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Corporation.
8. For disconnecting or re-connecting service by any party other than a duly authorized  
agent of the Corporation without the consent of the Corporation.

Non-Payment Penalties

The Corporation has contracted with the City of Franklin and with H. B. & T. S. Utility District (T)  
which utilities provide water service to the Corporation's customers to bill and collect its sewer charges.  
These water utilities have agreed to terminate water service for the non-payment of sewer charges to enforce (T)  
the collection of sewer charges. Any penalty for late payment of sewer charges, fees related to the  
termination of water service to enforce the payment of sewer charges, and any reconnection fees will be the  
fees charged by these water utilities for these services. No service shall be turned on again if discontinued  
for non-payment (or any other valid reason) until all charges have been paid.

Change of Ownership, Tenancy or Service

A new application and agreement must be made and approved by the Corporation on any change in  
ownership of property, or in tenancy, or in the service as described in the application. In the event of failure  
of a new owner or tenant to make such application, the Corporation shall have the right to discontinue  
service until such new application is made and approved.

Security Deposits

Each new Customer, before connection or reconnection, of the service may be required to make a refundable deposit to secure payment of sewerage bills in an amount double the monthly bill for that particular type of customer. Interest as approved by the Authority will be paid on any such refundable Deposit.

Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Corporation reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The Corporation may, upon the basis of recognized engineering standards and treatment cost, increase the tap fees or sewer service charges to cover the cost of treatment of high strength effluent or industrial waste with the approval of the Authority, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewerage system. (T)

Damages

The Corporation shall in no event be responsible for maintaining any service line owned by the Customer, for damages created by sewage escaping therefrom, or for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority and the Corporation relating to the service lines and shall make all changes in the Customer's line required on account of grade or otherwise.

All leaks in any pipe are fixture on the premises of the Customer shall be immediately repaired. On failure to repair any such leak, the service may be discontinued until repairs are made.

In Event of Emergency

The Corporation shall not be liable to the Customer for interruption in service or for damages or inconvenience as a result of any interruption, stoppage, etc., which is beyond the reasonable control of the Corporation.

#### Extension Plan

The Corporation will furnish sewer services to all property owners whose lands abut the trunk sewer. The sewer service charges and tap fees included in this tariff do not include costs for constructing collector and lateral sewers and do include costs for constructing trunk sewers and lift stations. Any collector and/or lateral sewers required to service such abutting properties shall be constructed at the cost of the party desiring it, and these sewers shall become the property of the Corporation to be credited to the account for contribution in aid of construction. If the said desiring party does not wish to construct his own collector and lateral sewers, the Corporation may construct them and charge the desiring party the total project costs for same. The desiring party shall obtain at its expense the easements required by the Corporation for any collector and/or lateral sewers. (T)

Plans for any extensions shall be reviewed and approved by the Engineer prior to construction.

#### Contributions in Aid of Construction & Advances in Aid of Construction

All contributions and advances that are treated as taxable revenues by the IRS, whether in the form of property or cash, shall be increased by a cash flow payment to the utility, in an amount equal to 33% of the contribution or advance. The contribution or advance will be equal to the "original cost" if in the form of property or face value if in the form of cash.

#### Contracts for Service

Each customer before installation of service shall be required to execute on the appropriate forms furnished by the Corporation or its designated representative.

1. A sewer service contract
2. The application and contract for sewer tap services

#### Customer Billing Forms

All customer billings shall be on a standard form whether residential, commercial or industrial.

Public Contact

Mr. Tyler Ring	(T)
Lynwood Utility Corporation	
321 Billingsly Court, Suite 4	(T)
Franklin, TN 37065	(T)

Tennessee Regulatory Authority

The utility in its operation shall conform with all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

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## LYNWOOD UTILITY CORPORATION

### MONTHLY SEWER SERVICE BILLING

#### Residential, Condominium, House or Apartment:

Charge per 1,000 gallons  
(actual or assumed flow) ..... \$ 7.97 (I)

Minimum monthly charge ..... \$15.00

#### Non-Residential:

Charge per 1,000 gallons  
(actual or assumed flow) ..... \$ 9.96 (I)

Minimum monthly charge ..... \$20.00

#### Walnut Grove Elementary School:

Maximum Charge ..... \$891.00

### TAP FEES

Residential : ..... \$3,500.00

#### Non-Residential :

Charge per gallon per day  
(Computed by multiplying the peak monthly  
usage during the first year by 12 divided  
by 365 days.) ..... \$ 7.86

### SEWER CONNECTION FEES

Residential or Non-Residential: ..... \$250.00

### GENERAL FEES

Returned Check Charge: ..... \$20.00

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(D)

Sewer Service Surcharge – Residential and Non-Residential:

(N)

Charge per 1,000 gallons. . . . . \$ 0.38 \*

(N)

\* Sewer surcharge to recover deferred odor control costs is set to expire one year from its effective date and is subject to modification by the TRA upon its expiration.

(N)

(N)

**SEWER SERVICE CONTRACT**

(M)

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**SEWER SERVICE CONTRACT**

(M)

The Undersigned, being the \_\_\_\_\_  
(Owner, Owner's Agent)  
property located at \_\_\_\_\_,  
(Number) (Street)

does hereby request a permit to install and connect a building sewer to serve \_\_\_\_\_

\_\_\_\_\_ at said location.

1. \_\_\_\_\_ Square Feet \_\_\_\_\_ Bedrooms
2. The name and address of the person or firm who will perform the proposed work is: \_\_\_\_\_.
3. Plans and specifications for the proposed building sewer are attached hereunto as Exhibit "A".
4. In consideration of the granting of this permit, the undersigned agrees:

1. To accept and abide by all rules and regulations of the Lynwood Utility Corporation and of all other pertinent County and State regulations.

2. To maintain the building sewer at no expense to Lynwood Utility Corporation.

3. To notify the Lynwood Utility Corporation, when the building sewer is ready for inspection and connection to the public sewer, but before any portion of the work is covered.

4. The applicant understands that he will receive a monthly bill from the Corporation for sewerage services furnished. The Corporation has entered in billing and collection agreements with the utilities which provide water service to the Corporation's sewer customers. The applicant agrees that the non-payment of his or her bill for sewer service will result in the termination of water service by these utilities. The applicant understands that the billing and collection procedure of the water utilities will be used to collect the Corporation's sewer bill. Applicant understands and acknowledges that failure to pay the monthly service charges or other charges when due may result in a lien against his property. Applicant understands that the acceptance of this application by the Corporation creates a lien against applicant's property for non-payment. It is further agreed and understood that service by the Corporation shall be cancelled only by WRITTEN NOTICE to the Corporation and that this contract shall be in effect at all times pending such notice.

(C) (M)

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5. No roof drains or other storm water will be connected to or allowed to flow into the sewerage system.

Date \_\_\_\_\_

Signed \_\_\_\_\_  
(Applicant)

\$ \_\_\_\_\_ security deposit paid.

\_\_\_\_\_  
(Address of Applicant)

Application approved and permit issued:

Date \_\_\_\_\_

By \_\_\_\_\_  
LYNWOOD UTILITY CORPORATION

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(M)

CONTRACT FOR SEWER  
TAP SERVICES

**CONTRACT FOR SEWER TAP SERVICES**

(M)

The undersigned applicant hereby applies to the LYNWOOD UTILITY CORPORATION, hereinafter referred to as Corporation to supply sewer service to the premises hereinafter described and agrees to pay for such services when statement for same is rendered therefor in accordance with the rates, charges and rules and regulations in effect at the time the service is rendered.

The undersigned agrees to abide by and be subject to all the rules and regulations promulgated by the Corporation as approved by the Tennessee Regulatory Authority governing the installation and the use of sewer services and agrees that the Corporation may require from the undersigned or tenant of the premises a cash deposit of such amount as the Corporation deems adequate as security for payment of services rendered these premises pursuant to this contract.

It is specifically agreed and understood that the applicant will make no claim for damage on account of the interruption of sewage disposal resulting from accident or when necessary to make alterations, repairs or improvements, or when services are discontinued on account of non-payment of bills.

It is further agreed and understood that the applicant shall pay the full amount of cost of service at the effective rates approved by the Tennessee Regulatory Authority in accordance with the rules and regulations of the Corporation. All rates and charges are on file in the Corporation offices and at the Tennessee Regulatory Authority.

The applicant understands that he will receive a monthly bill from the Corporation or its designated representative for sewerage services furnished. The Corporation has entered in billing and collection agreements with the utilities which provide water service to the Corporation's sewer customers. The applicant agrees that the non-payment of his or her bill for sewer service will result in the termination of water service by these utilities. The applicant understands that the billing and collection procedure of the water utilities will be used to collect the Corporation's sewer bill. Applicant understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. Applicant understands that the acceptance

(N)

(N) (C)

(C)

(C)

(C)

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of this application by the Corporation is conditioned upon execution of the document creating a lien against applicant's property for non-payment.

It is further agreed and understood that service by the Corporation shall be cancelled only by WRITTEN NOTICE to the Corporation and that this contract shall be in effect at all times pending such notice.

#### TAPPING PROVISIONS

Wherein in this contract the applicant purchases a sewer tap the following terms and conditions shall apply:

It is understood by and between the parties hereto that the consideration hereinafter enumerated is for the privilege of tapping the sewer mains of the Corporation, and does not include any other right, title or interest or any other or further privilege than the privilege to tap said main, under the terms and conditions herein set forth. These taps are sold for lots known as \_\_\_\_\_ of \_\_\_\_\_, Williamson County, Tennessee, or lot Nos. \_\_\_\_\_ of \_\_\_\_\_ Subdivision, a plan of which is recorded in Book No. \_\_\_\_\_, Page \_\_\_\_\_, Register's Office, Williamson County, Tennessee.

(T)

It is further understood and agreed that each tap herein purchased will be used only for the sole benefit of the occupants of one house only located on the lot for which said tap is sold and for no other persons, property or purpose. In the event an additional house or houses are built on said property, a tap privilege will have to be purchased for each additional house. A tap privilege herein purchased cannot be shifted or changed to any other house or any other lot, except with the written consent and approval of the Corporation, and upon such terms and conditions as the Corporation may require.

(T)

(T)

It is further understood and agreed that upon the failure on the part of the undersigned applicant, or the heirs, representatives, successors or assigns of the applicant to pay when due, any obligation incurred under this contract, that such failure shall immediately entitle the Corporation to disconnect said tap or taps

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(M)

from its sewer main, or mains, and discontinue the privilege and retain the amount already paid to it, by the applicant as rental or liquidated damages.

It is further understood and agreed that any abuse of said sewer tap privilege by the violation of any of the terms, provisions and conditions of this contract, by the undersigned, or any of the privies of the applicant, even after the payment of the consideration herein mentioned, that any such abuse or violation by the undersigned or any tenant, lessee, agent, heir, representative, successor, assign or grantee of the undersigned, shall give to the Corporation, the immediate right to disconnect said pipe or taps from its mains and discontinue said tapping privileges, retaining the money paid for said tapping privilege, as rental or liquidated damages

It is further expressly understood and agreed by and between the parties that the Corporation shall not be required to establish any lateral mains or any pipes within the property line of the undersigned, and that all pipes within the property line of the undersigned shall be laid by and be the property of the undersigned, except the sewer shut-off valve, and that the Corporation shall not be required to maintain or inspect any pipe or pipes upon the property or premises of the undersigned except the sewer shut-off valve.

It is understood that the failure on the part of the Corporation to take advantage of any breach of this agreement shall not be construed as a waiver, the right herein given being continuing ones.

The Corporation may at any time when necessary for repairs or for any other reason whatsoever shut off the sewer service from the applicant property without being liable in any way.

It is further understood and agreed that this contract shall in no way be deemed for the benefit of any third persons, but is only an agreement existing between the parties hereto, and their privies and that there is no implied or express covenants, representations, or warranties, not expressly stated herein.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant

LYNWOOD UTILITY CORPORATION

By: \_\_\_\_\_

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(M)

Payment Made:

\_\_\_\_\_  
Acknowledge of Receipt of  
Payment Made

Sewer Tapping Fee ..... \$ \_\_\_\_\_

By: \_\_\_\_\_  
LYNWOOD UTILITY CORPORATION

\_\_\_\_\_  
APPLICANT

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Effective Date: October 1, 2009