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December 22, 2009

Ms. Darlene Standley, Chief  
Utilities Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

FILED ELECTRONICALLY IN DOCKET OFFICE ON 12/23/09

Subject: Docket No. 09-00056  
Petition of Cartwright Creek, LLC to Change and Increase Rates and Charges  
Submittal of Price Out and Revised Tariff

Dear Ms. Standley,

Enclosed for filing are:

- A Price Out/Rate Design sheet, dated 12/21/09, in response to the Authority's request in the November 30, 2009 hearing.
- A revised Tariff containing the rates approved in the Settlement Agreement with CAPD and approved by the Authority on December 14, 2009.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce E. Meyer", is written over a light blue horizontal line.

Bruce E. Meyer  
Vice President – Operations  
Cartwright Creek, LLC

Copies:

- Sharla Dillon, TRA (Electronic version via email, original and five hard copies delivered via FedEx)
- Mary Leigh White – CAPD (via email)

**Cartwright Creek Price Out and Rate Design****Docket No. 09-00056**

12/21/2009

**Residential Customers**

	Existing Tariff		New Tariff		#	Revenue	Actual Ending Dec. '08	% Increase	Settlement Agreement
	W/o Bonding Surcharge	Incl Bonding Surcharge (1)	w/ bonding Surcharge	incl Bonding Surcharge (1)					
One Bedroom	\$ 20.35	\$ 20.74	\$ 28.49	\$ 28.88	0	\$ -			
Two Bedroom	\$ 25.71	\$ 26.10	\$ 35.99	\$ 36.38	38	\$ 16,591.10			
Three Bedroom	\$ 29.99	\$ 30.38	\$ 41.99	\$ 42.38	281	\$ 142,891.87			
Four Bedroom	\$ 34.82	\$ 35.21	\$ 48.75	\$ 49.14	172	\$ 101,420.83			
Five Bedroom	\$ 39.10	\$ 39.49	\$ 54.74	\$ 55.13	6	\$ 3,969.36			
Residential Revenue					497	\$ 264,873.17	\$ 189,641.00	40%	\$ 266,028.00

**Non-Residential Customers**

Commercial Rate per 1,000 gal	\$ 3.31								
(estimated actual flow billing basis)									
			\$ 8.21		35	\$ 75,816.89	\$ 54,137.00	40%	\$ 75,803.00
Annual Commercial Flow (1,000's of gallons)			9,234.70						
(from data Jan 07-Jun 09)									
						\$ 340,690.06	\$ 243,778.00	40%	\$ 341,831.00

**Notes:**

1. Bonding Surcharge meeting TRA Financial Security requirements = \$0.39 per customer

**Tap Fees**

Residential:	\$5,000
Non-Residential:	\$14.29 per gallon per day (Estimated based on the usage and design flow per TDEC standards). (Minimum non-residential tap fee to be not less than one residential EDU or \$5,000)

# CARTWRIGHT CREEK, LLC

## TARIFF GOVERNING THE PROVISION OF WASTEWATER UTILITY SERVICE TO RESIDENCES AND BUSINESSES WITHIN THE STATE OF TENNESSEE

Revision Number: Amendment 1

TRA Docket Number: 09-00056

File Date: December 22, 2009

Effective Date: January 1, 2010

2033 Richard Jones Road, Nashville, TN 37215  
Phone: (615) 383-9070 Fax: (615) 383-1522

TITLE PAGE

**TARIFF GOVERNING THE PROVISION OF WASTEWATER  
UTILITY SERVICE TO RESIDENCES AND BUSINESSES  
WITHIN THE STATE OF TENNESSEE**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of wastewater utility service provided by **Cartwright Creek, LLC** within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority. Copies may be inspected during normal business hours at the Company's principal place of business at 2033 Richard Jones Road, Nashville, TN 37215.

**Page Revisions List**

Pages in this tariff are revised as needed, submitted to the TRA, and incorporated into the approved tariff documents. The following table presents the current revision numbers of respective pages.

Page Number	Revision	Page Number	Revision
Cover Page	Amendment 1		
i	Amendment 1		
ii	Amendment 1		
iii	Amendment 1		
iv	Amendment 1		
v	Amendment 1		
1	Amendment 1		
2	Amendment 1		
3	Amendment 1		
4	Amendment 1		
5	Amendment 1		
6	Amendment 1		
7	Amendment 1		
8	Amendment 1		
9	Amendment 1		
10 (Exhibit A)	Amendment 1		

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### **Symbols Used for Revisions**

The following symbols are used in the page margins or near the point of revisions on revised pages.

- D Deleted content, words, or material
- M Moved text
- T Change or addition of text or formatting without rate or rule change
- C Change in rate structure/rule/engineering specification
- N New rate or rule/regulation/engineering specification
- I Increased rate
- R Reduced rate

**TARIFF FORMAT**

- A. Amendment 1. Due to the comprehensive changes in content and formatting in the tariff revision issued on December 22, 2009, effective on January 1 2010, this revision shall be known as “Amendment 1.” All page numbering and page revisions following Amendment 1 shall use Amendment 1 as the point of reference, rather than the Original Tariff.
- B. Page numbering. Page numbers appear in the upper right corner of each page. Pages are numbered sequentially, using lowercase Roman numerals (i) for reference pages and using standard numbering (1) for substantive pages. Starting with the first tariff revision following Amendment 1, as new pages are added to the Tariff between pages already in effect, a decimal is added. For example, a new page added between pages 1 and 2 would be Page 1.1. A new reference page to be added between pages i and ii would be Page i.1.
- C. Page Revision Numbers. Revision numbers also appear in the upper right corner of each page (see for example “TRA Amendment 1”). These numbers are used to determine the most current page version on file with the TRA. For example, the 4<sup>th</sup> revised page 1 replaces the 3<sup>rd</sup> revised page 1. Because of various suspension periods, deferrals, etc. that the TRA follows in its tariff approval process, the most current page number on file with the TRA is not always the page in effect. Consult the Page Revisions List for the page currently in effect.
- D. Paragraph Numbering Sequence. There are five levels of paragraph numbering for the Rules and Regulations, with each level subservient to the previous, “higher” level, as follows:
1.
    - a)
      - i.
        - A.
          - I.
- E. Page Revisions Lists. When a tariff filing is made with the TRA an updated Page Revision List is included in the tariff filing. The Page Revision List details the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Page Revision List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). The reader should refer to the latest Page Revision List to determine if a particular page is the most current version of that page on file with the TRA.



## **RULES AND REGULATIONS**

Governing the sewage collection, treatment, and effluent disposal/reuse systems of

### **CARTWRIGHT CREEK, LLC**

1. **Statement of Purpose.** The general purposes of these rules and regulations are:
  - a) To establish procedures for furnishing sewage collection, treatment, and effluent disposal/reuse systems on a uniform basis to customers within the service boundary of Cartwright Creek, LLC.
  - b) To provide standards and procedures for:
    - i. Acceptable sewage characteristics and volume
    - ii. Protection of the integrity of the water tight sewage collection systems
    - iii. Engineering design standards
    - iv. Construction and inspection requirements
    - v. Quality of materials
2. **Definitions**
  - a) Building Outfall Line – The Customer-owned pipe conveying sewage from the Customer’s building to the Interceptor Pump Tank, if one is present at Customer’s building, or to the Customer’s property line, if an Interceptor Pump Tank is not present.
  - b) Commercial Property – Property that is used for commercial, overnight rental or institutional purposes.
  - c) Company – The word Company shall mean Cartwright Creek, LLC, a limited liability company formed according to the laws of the State of Tennessee.
  - d) Company Property – All land and its improvements, and all equipment owned and operated by the Company.
  - e) Customer – Any person, business entity, association, or government unit furnished sewage services by the Company.
  - f) Engineer – The Company’s engineer or engineering consultant.

- g) Interceptor Pump Tank – The tank or sump located near a Customer’s building which accepts waste and contains a pump.
  - h) Company Sewage Pipeline – the pipeline(s) conveying sewage from Customer Service Lines to a Company wastewater treatment facility.
  - i) Residential Property – Property that is an established residence for a single family and that is intended solely for that family’s use.
  - j) Service Line – The pipeline conveying sewage from the Interceptor Pump Tank, if present on Customer’s property, or from the Customer’s property line, if no Interceptor Pump Tank is present, to the Company Sewage Pipeline.
  - k) Service Connection – The point at which the Service Line connects to the Interceptor Pump Tank, if present, or the Building Outfall Line, if there is no Interceptor Pump Tank.
  - l) Sewer Tap: Connection of a new or existing user to the Cartwright Creek system equivalent to one EDU.
  - m) Equivalent Dwelling Unit (“EDU”): The average wastewater loading discharged from a single-residential dwelling unit.
  - n) TRA – The Tennessee Regulatory Authority.
3. Authorization of Rules and Regulations. Cartwright Creek, LLC is a limited liability company organized and engaged in business as a public utility in the State of Tennessee under a transferred Certificate of Convenience and Necessity (“CCN”) approved by the TRA on November 8, 2004 under Docket Number 04-00358 and subsequent revisions approved by the TRA.
4. Effect of Rules and Regulations. All provisions of these rules and regulations shall be incorporated by reference in each contract with each Customer.
5. Contracts for Service. Prior to installation of service, each Customer shall be required to execute on the appropriate forms furnished by the Company:
- a) A sewer service contract
  - b) The application and contract for sewer tap services
6. Payment of Fees for Sewage Collection, Treatment, and Disposal/Reuse Services. Each Customer shall receive a monthly bill from the Company for sewage services performed, in accordance with the Company’s tariff rate applicable to the Customer, per Exhibit A of this Tariff. If available and mutually agreed between

the Company and any Customer, the monthly billing and payment may be accomplished electronically. .

7. Non-payment Penalties.

- a) A penalty of five percent (5%) of the monthly charge will be due on all bills after the due date on the bill.
- b) If payment is not received within fifteen (15) calendar days after the due date, a registered letter will be sent to the Customer. If payment is not received within 30 days of the due date, the Company may disconnect sewer service from the Customer's property pursuant to Paragraph 8. The Company may also take legal action against the Customer for non-payment, including filing a lien against the Customer's property.
- c) The Customer shall bear the cost of collection of unpaid sewer fees, including all applicable attorneys' fees, Disconnection Fee, and Connection Fee.

8. Discontinuance of Service.

- a) The Company may discontinue service for any Customer for the following reasons:
  - i. Non-payment of any bill as set forth in this Tariff.
  - ii. Misrepresentation in the Customer's Contracts for Service (see Paragraph 5.).
  - iii. Adding to Company Property or fixtures without notice to the Company.
  - iv. Failure to protect the connections, service lines, or fixtures in good order.
  - v. Tampering with any service pipes or any property of the Company in any way whatsoever.
  - vi. Vacancy of premises.
  - vii. Violation of any rules of the Company as set forth in this Tariff.
  - viii. Disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.
- b) Disconnection and Reconnection Fees. The Customer shall pay the Company a fee of \$40.00 for each disconnection and a fee of \$50.00 for each re-connection

of service, plus reimburse the Company for the actual cost of remedying any damage to the shut-off valve or other facilities. No disconnected service shall be reconnected until all charges owed by the Customer have been paid, including Disconnection and Reconnection Fees, attorney's fees and any accrued interest on past due invoices. Service shall be restored by the Company with two business days of receipt of all payments made by customers under paragraph 10 below. The Company shall notify all customers, which provide an alternative address notification (email address, fax number, or alternative mailing address), of its intention to disconnect 48 hours prior to any such action.

9. Returned Checks. Any Customer whose personal check is returned by the bank shall pay the Company an additional fee of \$25.00.
10. Payment Plans: The Company offers each customer the opportunity to resolve any past due balances to avoid "Non-payment Penalties". Customer may pay a past due bill, including returned check fees and other charges, disconnection and reconnection charges in a payment plan, with no interest, over a three to six-month billing cycle. Customers that desire to take advantage of this plan should submit their written request to the Company's business office.

If service has been disconnected, service will be reconnected within 2 days of receiving the first payment. The Company will offer one such payment plan within a full calendar year.

However, customers, who demonstrate a unique financial distress situation or if the customer is disabled or a member of the customer's household is disabled, the Company will consider a second payment plan within a single calendar year.

In the event that a customer on a payment plan fails to pay a monthly installment as per the terms of the plan and is more than fifteen (15) business days late on any payment, then the customer's service is subject to disconnection and all past due charges in addition to disconnect/reconnect fees would become due and payable prior to having service restored.

The Company may waive all fees associated with late payment including but not limited to, disconnection, reconnection, and late fees, in special circumstances, such as financial distress or for disabled customers, family members or customers with a unique circumstances. Such circumstances do not relieve the customer of their obligation to pay all service fees.

Customers can provide an alternative address for notification for potential disconnection that will also receive the required notices of disconnection. Customers shall submit alternative notification requests to the Company in writing.

11. Ownership of Pipe, Equipment on Customer's Property. Unless otherwise agreed in writing between the Company and a Customer, ownership of sewer pipe and equipment on Customer's property shall be as follows:
  - a) Gravity Connections. Where the Service Connection from the Customer's building to the Company's Service Line is provided via gravity sewer, with no Interceptor Pump Tank, the Building Outfall Line shall extend to the Customer's property line and the Customer shall own and maintain the Building Outfall Line. Customer shall grant Company an easement to access a shut off valve and disconnect service pursuant to Paragraph 8.
  - b) Pumped Connections. Where the Service Connection from the Customer's building to the Company's Service Line is provided via an Interceptor Pump Tank, the Building Outfall Line shall end at the Interceptor Pump Tank. The Company shall own and maintain the Interceptor Pump Tank and the Service Line. Customer shall grant Company an easement to access and maintain the Interceptor Pump Tank and disconnect service pursuant to Paragraph 8, the portion of the Service Line located on Customer's property, and any other Company-owned or maintained pipe, equipment, or appurtenances located on Customer's property.
  - c) Property Specific Conditions. The Company reserves the right to modify the ownership provisions of this Paragraph 10 by written agreement between the Company and any Customer, as necessary to meet site specific conditions.
  - d) The building plumbing and Building Outfall Line shall be owned and maintained by the Customer.
12. Change in Ownership, Tenancy of Service. A new application and agreement must be made and approved by the Company on any change in ownership of the property, or in tenancy, or in the service type (residential to commercial, for example) as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.
13. Sign-up Fee. Each new Customer, before connection of service, will be required to pay a \$60 fee to cover administrative sign-up costs associated with tracking and maintaining current customer records.
14. Security Deposits. Each new Customer, before connection or reconnection of sewage service, may be required to make a refundable deposit to secure payment of sewage bills in an amount double the monthly bill for that Customer, per the tariff rates provided in Exhibit A.
15. Engineering, Materials and Construction Standards.

- a) The specifications for engineering standards, materials, and installation methods used to install and maintain Company Property and facilities shall be the responsibility of the Company and its Engineer(s).
  - b) All sewage collection pipe shall be PVC SDR 21, Class 2000 or as approved by the Engineer.
  - c) Interceptor Pump Tanks shall be commercially available, prepackaged units furnished with grinder pump, fiberglass sump, level controls, piping, and wiring. The acceptable manufacturers are Environment One (EOne) or approved equal.
  - d) Where Company-owned pipe, equipment or appurtenances, such as Service Lines and Interceptor Pump Tanks are being installed by Customers, developers or builders, the material specifications and installation methods shall be prepared by the Customer or its engineer and must be submitted to the Company Engineer for review and approval prior to construction.
  - e) Design and construction of all sewer infrastructure shall meet the requirements of the State of Tennessee Department of Environment and Conservation ("TDEC") and the requirements of the local governmental body having permitting jurisdiction over construction on the property (such as the city or county), in addition to these Rules and Regulations. In the event of a conflict between any of these requirements, the most restrictive shall govern.
  - f) All sewage collection system components, including risers and lids, shall be water tight.
  - g) Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines, and swimming pools shall be connected to the sewer system.
16. Special Pretreatment Sewage Requirements. The Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, in its sole discretion and upon the basis of recognized engineering standards and treatment costs, increase the rate charges and/or tap fees to cover the additional cost of treatment for non-domestic waste and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewage system.
17. Inspection. All pipes, valves, grinder pumps, and fixtures shall, at all reasonable hours, be subject to inspection by the Company or its duly authorized agent.
18. Landscaping and Vegetation Control.

- a) Any expense for mowing, mulching, landscaping or other vegetation control of a wastewater treatment plant or disposal area (including backup disposal areas) that is required by a development's homeowners' association and in excess of the standard allowance will be passed through to the Customers of that development.
- b) Replacement of trees, bushes or other landscaping required for the Company or its agents to maintain Service Lines, Interceptor Pump Tanks, or other Company Property will be the responsibility of the Customer.

19. Damages.

- a) Any leaks from or defects in the Building Outfall Line or any building pipe or fixture owned by the Customer shall be immediately repaired by the Customer, at his/her expense. If the Customer fails to repair any such leak or defect, the Company may discontinue service until such repairs are made.
- b) The Customer shall at all times comply with all regulations of the TRA and of the Company.
- c) The Customer shall be liable to pay for the cost to repair any Company Property, whether or not located on the Customer's premises that is damaged by a third party working on behalf of the Customer, such as a contractor.

20. Prohibited Substances. The Customer shall not discharge or cause to be discharged to the Company's sewage system, and shall bear all costs of repair, replacement, compliance penalties, and attorneys' fees resulting from a violation of this Paragraph; any of the following:

- a) Any gasoline, benzene, naphtha, fuel oil, motor oil or other flammable or explosive liquid, solid or gas.
- b) Any water containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the treatment system.
- c) Any water or waste having a pH lower than 5.5 standard units ("SU"), greater than 9.5 SU, or having any other corrosive property capable of causing damage or hazard to Company structures, equipment, or personnel.
- d) Any solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in the sewer lines, or other interference with the proper operation of the wastewater facilities, such as, but not limited to,

gravel, ashes, bones, sand, mud, coal, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, hair and fleshings, entrails, paper or synthetic dishes or cups, either whole or ground by garbage grinders.

- e) Any hazardous substance whose discharge is prohibited by law, as amended from time to time, and all rules and regulations promulgated thereunder.
21. Emergencies. The Company shall not be liable to the Customer for interruption in service, or for damages or inconveniences as a result of any interruption, stoppage, etc, which was beyond the reasonable control of the Company.
22. Extension Plan.
- a) The Company may furnish sewer service to property owners whose lands abut the Company Sewage Pipeline. The sewer service charges and tariff charges listed in Exhibit B do not include costs for constructing extensions to the existing sewer system to serve such properties. Any sewer system facilities required to provide service to abutting properties or other new properties to be served by the Company shall be constructed at the cost of those parties desiring such service, and these newly constructed facilities shall become the property of the Company, to be credited to the account for Contributions in Aid of Construction.
  - b) Treatment system facility costs will be paid by the new Customer desiring to connect to the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the system.
  - c) A separate agreement between the Company and the party desiring an extension for service will be required to be executed.
23. Contributions and Advances in Aid of Construction. Sewer system pipe, pumps, land, and facilities furnished by developers, builders and property owners to the Company shall be recognized as Contributions or Advances in Aid of Construction in the amount of the actual cost of construction. To extent required under Federal or Tennessee regulations, developers, builders and property owners shall be required to make a cash contribution equal to any state, federal, or local taxes or surcharges associated with the transfer of title of such improvements to Cartwright Creek.
24. Sewer Access Fees and Tap Fees.



a) Applications to Connect to an Existing Company Wastewater Treatment Facility.

- i. A property owner, developer or builder may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company per Paragraph 21 of this Tariff. If acceptable to the Company, the applicant shall sign the Contracts for Service pursuant to Paragraph 5. of this Tariff and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.
- ii. Each property owner provided one or more taps and paying the approved tap fee pursuant to Subparagraph i. of this section but not making a Service Connection will be required to pay an annual "Sewer Access Fee" of \$120 per proposed residential or commercial connection/tap, payable by December 31 of each year, until a Service Connection is made and the Customer begins paying monthly service fees per the terms of this Tariff.
- iii. Property owners that have paid the approved Tap Fee but that have not made a Service Connection will reserve the tap for use on the specific property and for the same service type as long as the Sewer Access Fee continues to be paid. If the Sewer Access Fee is not paid within 30 days of the due date, the Company will notify the Customer or property owner in writing. If the Sewer Access Fee is not paid within 60 days of the due date, the approved tap shall be null and void and the property owner must purchase a new sewer tap to renew eligibility for service.

b) Connections to a New Wastewater Treatment Facility.

- i. A property owner, developer or builder may apply to the Company for wastewater service pursuant to a planned new wastewater treatment facility, in which the facility and related sewer infrastructure is to be donated to the Company. In this case the procedures and rates indicated in Paragraph 23.a) shall not apply, but the terms and conditions shall be determined by a separate agreement between the Company and the applicant.

25. Customer Billing Forms. All Customer billings shall be on a standard form whether residential, commercial or industrial.

26. Public Contact. The public contact for the Company shall be the following:

For Billing Inquiries:

Cartwright Creek, LLC  
Attn: Robert Cochrane  
1551 Roosevelt Road  
Bld. C, Suite 20  
Glen Ellyn, IL 37179

Nashville Area Number  
Phone: (615) 261-8615

For All Other Inquiries:

Cartwright Creek, LLC  
Attn: Bruce Meyer  
1551 Thompson's Station Rd West  
P.O. Box 147  
Thompson's Station, TN 37179

Phone: (615) 261-8600  
Fax: (615) 261-8613

27. TRA Regulations. The Company shall conform to all the applicable rules and regulations promulgated from time to time by the TRA. The TRA can be reached by telephone at 800-342-8359 or 615-741-2904.

**EXHIBIT A****CARTWRIGHT CREEK, LLC  
FLAT MONTHLY SEWER SERVICE BILLING****Residential (House, Apartment or Condominium Unit, etc.):***Note: Includes \$0.39 monthly provision for TRA bonding surcharge*

1 - Bedroom .....	\$28.88
2 - Bedroom .....	\$36.38
3 - Bedroom .....	\$42.38
4 - Bedroom .....	\$49.14
5 - Bedroom .....	\$55.13

**Non - Residential:***Note: An additional \$0.39 monthly TRA bonding surcharge shall be added to the following*

Charge per 1,000 gallons per month (Actual flow – as computed on an annual average. If actual flows are unavailable, an estimated amount will be used that reflects estimated water usage guidance in accordance with generally accepted TDEC guidelines) .....	\$8.21
Minimum monthly charge.....	\$28.88

**TAP FEES****Residential (per EDU).....**\$5,000.00**Non-Residential:**Charge per gallon per day  
(Estimated based on the usage and design flow per TDEC standards). ....\$14.29The minimum commercial tap fee shall not be less than one residential EDU or  
\$5,000.00.

In addition to the rates described above, the following Miscellaneous Fees shall also be in effect:

1. Late Payment: 5.00%
2. Sign-up Fee: \$60.00
3. Disconnection: \$40.00
4. Reconnection: \$50.00
5. Returned Check: \$25.00
6. Sewer Access Fee: \$120.00

Note: Williamson County bonding costs will pass through to the Customer on a *pro rata* basis.